5. Borehole Records

The systematic analysis of data extracted from the BGS Borehole Records database provides the following information.

### Records of boreholes within 250m of the study site boundary:

<table>
<thead>
<tr>
<th>ID</th>
<th>Distance (m)</th>
<th>Direction</th>
<th>ID</th>
<th>Distance (m)</th>
<th>Direction</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>90.0</td>
<td>SW</td>
<td>5</td>
<td>177.0</td>
<td>W</td>
</tr>
<tr>
<td>2</td>
<td>157.0</td>
<td>SE</td>
<td>6</td>
<td>179.0</td>
<td>SW</td>
</tr>
<tr>
<td>3</td>
<td>170.0</td>
<td>S</td>
<td>7</td>
<td>187.0</td>
<td>SW</td>
</tr>
<tr>
<td>4</td>
<td>176.0</td>
<td>S</td>
<td>8</td>
<td>196.0</td>
<td>W</td>
</tr>
<tr>
<td>5</td>
<td>177.0</td>
<td>W</td>
<td>9A</td>
<td>202.0</td>
<td>W</td>
</tr>
<tr>
<td>6</td>
<td>179.0</td>
<td>SW</td>
<td>10A</td>
<td>202.0</td>
<td>SE</td>
</tr>
<tr>
<td>7</td>
<td>187.0</td>
<td>SW</td>
<td>11</td>
<td>205.0</td>
<td>SE</td>
</tr>
<tr>
<td>8</td>
<td>196.0</td>
<td>W</td>
<td>12</td>
<td>206.0</td>
<td>W</td>
</tr>
<tr>
<td>9A</td>
<td>202.0</td>
<td>SE</td>
<td>13</td>
<td>208.0</td>
<td>S</td>
</tr>
<tr>
<td>10A</td>
<td>202.0</td>
<td>SE</td>
<td>14</td>
<td>209.0</td>
<td>E</td>
</tr>
<tr>
<td>11</td>
<td>205.0</td>
<td>SE</td>
<td>15</td>
<td>220.0</td>
<td>S</td>
</tr>
<tr>
<td>12</td>
<td>206.0</td>
<td>W</td>
<td>16</td>
<td>220.0</td>
<td>W</td>
</tr>
<tr>
<td>13</td>
<td>208.0</td>
<td>S</td>
<td>17</td>
<td>236.0</td>
<td>W</td>
</tr>
<tr>
<td>14</td>
<td>209.0</td>
<td>E</td>
<td>18</td>
<td>242.0</td>
<td>S</td>
</tr>
<tr>
<td>15</td>
<td>217.0</td>
<td>SE</td>
<td>19</td>
<td>246.0</td>
<td>S</td>
</tr>
</tbody>
</table>

Additional online information is available for the following boreholes listed above:

#1: [http://scans.bgs.ac.uk/sobi_scans/boreholes/587768](http://scans.bgs.ac.uk/sobi_scans/boreholes/587768)
#2: [http://scans.bgs.ac.uk/sobi_scans/boreholes/587599](http://scans.bgs.ac.uk/sobi_scans/boreholes/587599)
#3: [http://scans.bgs.ac.uk/sobi_scans/boreholes/587769](http://scans.bgs.ac.uk/sobi_scans/boreholes/587769)
#4: [http://scans.bgs.ac.uk/sobi_scans/boreholes/587393](http://scans.bgs.ac.uk/sobi_scans/boreholes/587393)
#5: [http://scans.bgs.ac.uk/sobi_scans/boreholes/587766](http://scans.bgs.ac.uk/sobi_scans/boreholes/587766)
#6: [http://scans.bgs.ac.uk/sobi_scans/boreholes/588183](http://scans.bgs.ac.uk/sobi_scans/boreholes/588183)
#7: [http://scans.bgs.ac.uk/sobi_scans/boreholes/588184](http://scans.bgs.ac.uk/sobi_scans/boreholes/588184)
#8: [http://scans.bgs.ac.uk/sobi_scans/boreholes/587767](http://scans.bgs.ac.uk/sobi_scans/boreholes/587767)
#9A: [http://scans.bgs.ac.uk/sobi_scans/boreholes/587397](http://scans.bgs.ac.uk/sobi_scans/boreholes/587397)
#10A: [http://scans.bgs.ac.uk/sobi_scans/boreholes/587398](http://scans.bgs.ac.uk/sobi_scans/boreholes/587398)
#11: [http://scans.bgs.ac.uk/sobi_scans/boreholes/589158](http://scans.bgs.ac.uk/sobi_scans/boreholes/589158)
#12: [http://scans.bgs.ac.uk/sobi_scans/boreholes/18208025](http://scans.bgs.ac.uk/sobi_scans/boreholes/18208025)
#13: [http://scans.bgs.ac.uk/sobi_scans/boreholes/587770](http://scans.bgs.ac.uk/sobi_scans/boreholes/587770)
#14: [http://scans.bgs.ac.uk/sobi_scans/boreholes/587905](http://scans.bgs.ac.uk/sobi_scans/boreholes/587905)
#15: [http://scans.bgs.ac.uk/sobi_scans/boreholes/588185](http://scans.bgs.ac.uk/sobi_scans/boreholes/588185)
#16: [http://scans.bgs.ac.uk/sobi_scans/boreholes/18208029](http://scans.bgs.ac.uk/sobi_scans/boreholes/18208029)
#17: [http://scans.bgs.ac.uk/sobi_scans/boreholes/18208028](http://scans.bgs.ac.uk/sobi_scans/boreholes/18208028)
#18: [http://scans.bgs.ac.uk/sobi_scans/boreholes/587771](http://scans.bgs.ac.uk/sobi_scans/boreholes/587771)
#19: [http://scans.bgs.ac.uk/sobi_scans/boreholes/589159](http://scans.bgs.ac.uk/sobi_scans/boreholes/589159)

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Report Reference: SCL-565421
6. Estimated Background Soil Chemistry

Records of background estimated soil chemistry within 250m of the study site boundary:

For further information on how this data is calculated and limitations upon its use, please see the GroundSure GeoInsight User Guide, available on request.

<table>
<thead>
<tr>
<th>Distance (m)*</th>
<th>Direction</th>
<th>Sample Type</th>
<th>Arsenic (As)</th>
<th>Cadmium (Cd)</th>
<th>Chromium (Cr)</th>
<th>Nickel (Ni)</th>
<th>Lead (Pb)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.0</td>
<td>On Site</td>
<td>London</td>
<td>No data</td>
<td>No data</td>
<td>No data</td>
<td>No data</td>
<td>No data</td>
</tr>
<tr>
<td>0.0</td>
<td>On Site</td>
<td>London</td>
<td>No data</td>
<td>No data</td>
<td>No data</td>
<td>No data</td>
<td>No data</td>
</tr>
</tbody>
</table>

*As this data is based upon underlying 1:50,000 scale geological information, a 50m buffer has been added to the search radius.
7. Contacts

Soil Consultants Ltd
Telephone: 01494 712494
stuart.w@soilconsultants.co.uk

British Geological Survey Enquiries
Kingsley Dunham Centre
Keyworth, Nottingham NG12 5GG
Tel: 0115 936 3143. Fax: 0115 936 3276.
Email: enquiries@bgs.ac.uk
Web: www.bgs.ac.uk
BGS Geological Hazards Reports and general geological enquiries

British Gypsum
British Gypsum Ltd, East Leake, Loughborough, Leicestershire, LE12 6HX
Tel: www.british-gypsum.com

The Coal Authority
200 Lichfield Lane, Mansfield, Notts NG18 4RG
Tel: 0845 762 6848
DX 716176 Mansfield 5 www.coal.gov.uk

Johnson Poole & Bloomer Limited
Harris and Pearson Building, Brettel Lane, Brierley Hill, West Midlands DY5 3LH
Tel: +44 (0) 1384 262 000
Email: enquiries.gs@jpb.co.uk
Website: www.jpb.co.uk

Ordnance Survey
Romsey Road, Southampton SO16 4GU
Tel: 08456 050505

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

Peter Brett Associates
Caversham Bridge House, Waterman Place, Reading Berkshire RG1 8DN
Tel: +44 (0)118 950 0761  E-mail: reading@pba.co.uk

Acknowledgements

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This report has been prepared in accordance with the GroundSure Ltd standard Terms and Conditions of business for work of this nature.

Report Reference: SCL-565421
1 Definitions

In these conditions unless the context otherwise requires:

“Beneficiary” means the Client or the customer of the Client for whom the Client has procured the Services.

“Commercial” means any building which is not Residential.

“Contract” means any order form submitted by the Client requiring Services from GroundSure in respect of a specified Site.

“Consultancy Services” means the provision of environmental consultancy advice, undertaking environmental audits and assessments, Site investigation, Site monitoring and related items.

“Data Report” means reports comprising factual data with no professional interpretation in respect of the level of likely risk and/or liability available from GroundSure.

“Data Providers” means all third parties who are entitled to provide Data Report.

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

“Data Providers Agreement” means the agreement between the Client and the Data Providers.

“Disbursements” means all expenses and costs incurred by GroundSure in providing the Services.

“Environment” means all natural features and living things, including the natural environment, water and air.

“Environmental Considerations” means all natural features and living things, including the natural environment, water and air.

“GroundSure” means GroundSure Limited, a company registered in England and Wales under number 03421028 and whose registered office is at Greater London House, Hampstead Road, London NW1 7EJ.

“GroundSure Materials” means all materials prepared by GroundSure as a result of the provision of the Services, including but not limited to Data Reports, Mapping and Risk Screening Reports.

“Intellectual Property” means any patent, copyright, service marks, moral rights, data protection rights, know-how, trade mark or any other intellectual property rights.

“Mapping” means an historical map or a combination of historical maps of various ages, time periods and scales available from GroundSure.

“Order” means an order form submitted by the Client requiring Services from GroundSure in respect of a specified Site.

“Order Website” means online platform via which Orders may be placed.

“Report” means a Risk Screening Report or Data Report for commercial or residential property available from GroundSure relating to the Site prepared in accordance with the specifications set out in the relevant User Guide.

“Report and/or Mapping” means any Barratt Data Report as permitted under clause 4.2 or Data Provider Reporting which is accessible to the Client by GroundSure.

“User Guide” means the relevant current version of the user guide, available upon request from GroundSure.

2 Scope of Services

2.1 GroundSure guarantees to carry out the Services in accordance with the Contract and to the extent set out therein.

2.2 GroundSure reserves the right to exercise all the reasonable skills and diligence and to employ reputable environmental consultants in the performance of the Services.

2.3 The Client acknowledges that it has not relied on any statement or representation made by or on behalf of GroundSure which is not set out in writing and expressly agreed in the Contract.

2.4 GroundSure’s quotation/order form, printed stationery and other communication, including invoices, to GroundSure, its employees, servants, agents or other representatives or any terms implied by custom, practice or course of dealing shall be of no effect and these terms and conditions shall prevail over all others.

2.5 An invoice in conjunction with a Report or Mapping is prepared by GroundSure shall result from the issues or services of GroundSure shall use reasonable endeavours to procure such insurance, but makes no warranty that such insurance shall be available from insurers or offered on reasonable terms. GroundSure does not endorse or recommend any particular insurance product, policy or insurance company and recommends that the Client seeks advice from an insurance broker who can rely on the Client to procure such insurance.

2.6 GroundSure’s quotations/proposals are valid for a period of 30 days only. GroundSure reserves the right to withdraw any quotation at any time before GroundSure accepts an Order or Commission.

3 The Client’s obligations

3.1 The Client shall ensure that the Beneficiary complies with and is bound by the terms and conditions set out in the Contract and shall provide that GroundSure may in its own right enforce such terms and conditions against the Beneficiary pursuant to the Contracts (Rights of Third parties) Act 1999. The Client shall be liable for all breaches of the Contract by the Beneficiary.

3.2 The Client shall (or shall procure that the Beneficiary shall) supply to GroundSure as soon as practicable and without charge all information necessary and accurate relevant data including any specific and/or unusual environmental information relating to the information to the Site known to the Client/Beneficiary which may pertain to the Services and shall give such assistance as shall be necessary to enable GroundSure shall reasonably require in the performance of the Services (including, without limitation, access to a Site, facilities and equipment as agreed in the Contract).

3.3 Where Client/Beneficiary approval or decision is required, such approval or decision shall be given or procured in reasonable time as not to delay or disrupt the performance of the Services.

3.4 The Client shall not and shall not knowingly permit the Beneficiary to, save as expressly permitted by these terms and conditions, re-sell, alter, add to, amend or use out of context the content of any Report, Mapping or, in respect of any Services, information given by GroundSure. For the avoidance of doubt, the Client and Beneficiary may make the Report, Mapping or GroundSure’s findings available to a third party who is considering acquiring the whole or part of the Site, or providing funding in relation to the Site, but such third party cannot rely on the same unless expressly permitted under clause 4.

3.5 The Client is responsible for maintaining the confidentiality of its user name and password if using GroundSure’s internet ordering service and accepts responsibility for all activity that occurs under such account and password.

4 Reliance

4.1 If there is full and prompt payment of all relevant fees and subject to the provisions of these terms and conditions, the Client and Beneficiary are granted an irrevocable royalty-free licence to access the information contained in a Report, Mapping or in a report prepared by GroundSure in respect of or arising out of Consultancy Services. The Services may only be used by the Client and those persons listed in clauses 4.2 and 4.3.

4.2 In relation to Data Reports, Mapping and Risk Screening Reports, the Client shall be entitled to make reports available to (i) the Beneficiary, (ii) the Beneficiary’s professional advisers or agents in their professional capacity or as part of a service of GroundSure in relation to the Site (vi) the professional advisers and lenders of the first purchaser or tenant of the Site (v) the professional advisers and lenders of the first purchaser or tenant of the Site. Accordingly GroundSure shall have the same duties and obligations to those persons in vogue as to have to the Client/Beneficiary and the Client/Beneficiary shall have the same rights and benefits in respect of such information as it would have had it the Client/Beneficiary has directly purchased the Services.

4.3 In respect of any Services, information given by GroundSure shall be used only for the purposes for which the Services were provided and the Client/Beneficiary may not use the information in a manner which shall incorporate these conditions, the relevant GroundSure User Guide, proposal by GroundSure and the content of any subsequent report, and any agreed amendments in accordance with clause 11.

5 Fees and Disbursements

5.1 GroundSure shall charge the Client fees at the rate and frequency specified in the Contract, in the case of Consultancy Services, with all proper disbursements incurred by the Client, including any specific and/or unusual environmental information relating to the Site known to the Client/Beneficiary which may pertain to the Services and shall give such assistance as shall be necessary to enable GroundSure shall reasonably require in the performance of the Services (including, without limitation, access to a Site, facilities and equipment as agreed in the Contract).

5.2 Unless GroundSure requires prepayment, the Client shall promptly pay all fees and disbursements and other monies due to GroundSure in full without deduction, counterclaim or set off with such value added tax or other tax as may be required within 30 days from the date of GroundSure’s invoice or such other period as may be agreed in writing between the Client and GroundSure in the Client/Beneficiary agreement. GroundSure reserves the right to charge interest which shall accrue on a daily basis from 30 days after the date of Payment Date until the date of payment (whether before or after judgment) at the rate of five per cent per annum above the Bank of England base rate from time to time.

5.3 If in the event that the Client/Beneficiary disputes the amount payable in respect of GroundSure’s invoice it shall notify GroundSure no later than 28 days after the date thereof that it is in dispute. In default of such notification the Client/Beneficiary shall have the right to receive the amount thereof. As soon as reasonably practicable following receipt of a notification in respect of any disputed invoice, a member of the management team at GroundSure shall contact the Client and the parties shall use all reasonable endeavours to resolve the dispute.

6 Reliance

6.1 In the event of any breaches of clause 4.1, the Client and the Beneficiary hereby acknowledge that all Intellectual Property in the Services and Content are and shall remain owned by either GroundSure or the Data Providers and nothing in these terms purports to transfer or assign any rights to the Client or the Beneficiary in respect of the Intellectual Property.

6.2 The Client acknowledges the ownership and that GroundSure shall retain all rights to the Content which is incorporated or used in the Client’s own documents, reports, systems or business structures and the Content and/or any part thereof shall be available to the Client or Beneficiary.

6.3 The Client and Beneficiary agrees that the proprietary rights subsisting in copyright, database rights and any other intellectual property rights in respect of any data and information contained in a Report or Mapping and/or any third party content and/or any derivative or information used to create a Report, and that these conditions do not purport to grant, assign or transfer any such rights in respect thereof to a Client and/or Beneficiary.

6.4 The Client acknowledges that the Client’s obligations as set out in clause 11.6 shall apply.

6.5 The Client shall (and shall procure that any recipients of the Report as permitted under clause 4.2 shall): (i) not remove, suppress or modify any trademark, copyright or other proprietary marking belonging to GroundSure or any third party from the Services;
8.1 In the event that GroundSure reasonably believes that the Client or Beneficiary as applicable has not provided the information or assistance required to enable the proper
preparation of the GroundSure Materials and provided that the Beneficiary has used all reasonable endeavours to mitigate any such losses.

7.8 Nothing in these terms and conditions:

7.3 GroundSure's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the GroundSure
Services up to the date of termination/suspension.

11.12 If the Client or Beneficiary has a complaint about the Services, notice can be given in any format eg writing, phone, email to the Compliance Officer at GroundSure who will
respond in a timely manner.

7 Liability

8.2 GroundSure may additionally terminate the Contract immediately on written notice in the event that:

7.1 Subject to the provisions of this clause 7, GroundSure shall be liable to the Beneficiary only in relation to any direct losses or damages caused by any negligent act or omission of
GroundSure in preparing the GroundSure Materials and provided that the Beneficiary has used all reasonable endeavours to mitigate any such losses.

8.1 In the event that GroundSure reasonably believes that the Client or Beneficiary as applicable has not provided the information or assistance required to enable the proper
performance of the Services, GroundSure shall be entitled on fourteen days written notice to suspend all further performance of the Services until such time as any such deficiency
has been made good.

11.10 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and
enforceability of the remaining provisions shall not in any way be tainted or impaired.

7.2 THE CLIENT'S ATTENTION IS DRAWN TO THIS PROVISION

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

8.1 In the event that GroundSure reasonably believes that the Client or Beneficiary as applicable has not provided the information or assistance required to enable the proper
preparation of the GroundSure Materials and provided that the Beneficiary has used all reasonable endeavours to mitigate any such losses.

7.4 For the duration of the liability periods set out in clauses 7.5 and 7.6 below, GroundSure shall maintain professional indemnity insurance in respect of its liability under these terms and
conditions. The minimum amount of such insurance is readily available at commercially viable rates. GroundSure shall produce evidence of such insurance if reasonably requested by the
Client. A level of cover greater than GroundSure's current level of cover may be available upon request and agreement with the Client.

11.11 These terms and conditions shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with these terms and conditions
shall be limited to £10 million in total (i) for any one claim or (ii) for a series of connected claims brought by one or more parties.

11.8 The Contract constitutes the entire contract between the parties and shall supersede all previous arrangements between the parties.

11.7 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile
number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address
of the relevant party.

11.9 The Secretary of State for Communities and Local Government acting through Ordnance Survey may enforce breach of clause 6.1 of these terms and conditions.

11.3 No failure on the part of GroundSure to exercise and no delay in exercising, any right, power or provision under these terms and conditions shall operate as a waiver thereof.

11.6 GroundSure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:

11.5 The Secretary of State for Communities and Local Government acting through Ordnance Survey may enforce breach of clause 6.1 of these terms and conditions against the Client

11.4 The Client acknowledges that in so far as GroundSure is concerned, whether or not such product or report is produced for commercial profit or not.

11.12 If the Client or Beneficiary has a complaint about the Services, notice can be given in any format eg writing, phone, email to the Compliance Officer at GroundSure who will
respond in a timely manner.

11.11 These terms and conditions shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with these terms and conditions
shall be limited to £10 million in total (i) for any one claim or (ii) for a series of connected claims brought by one or more parties.

11.10 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and
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11.3 No failure on the part of GroundSure to exercise and no delay in exercising, any right, power or provision under these terms and conditions shall operate as a waiver thereof.

11.12 If the Client or Beneficiary has a complaint about the Services, notice can be given in any format eg writing, phone, email to the Compliance Officer at GroundSure who will
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11.10 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and
enforceability of the remaining provisions shall not in any way be tainted or impaired.

11.12 If the Client or Beneficiary has a complaint about the Services, notice can be given in any format eg writing, phone, email to the Compliance Officer at GroundSure who will
respond in a timely manner.

8 GroundSure right to suspend or terminate

8.1 In the event that GroundSure reasonably believes that the Client or Beneficiary as applicable has not provided the information or assistance required to enable the proper
performance of the Services, GroundSure shall be entitled on fourteen days written notice to suspend all further performance of the Services until such time as any such deficiency
has been made good.

8.2 GroundSure may additionally terminate the Contract immediately on written notice in the event that:

(i) the Client shall fail to pay any sum due to GroundSure within 28 days of the Payment Date; or
(ii) the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an
Administration Order made against it or (if a Receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register
of Companies or dissolved; or
(iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if being an individual appears unable to pay his debts
within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or
execution to be levied on his goods; or
(iv) the Client or the Beneficiary breaches any material term of the Contract (including, but not limited to, the obligations in clause 4) incapable of remedy or if remediesable, is
remedied within 14 days of notice of the breach.

9 Client's Right to Terminate and Suspend

9.1 Subject to clause 10.2, the Client may at any time after commencement of the Services by notice in writing to GroundSure require GroundSure to terminate or suspend immediately
performance of all or any of the Services.

9.2 The Client exercises all and any right of cancellation it may have under the Consumer Protection (Distance Selling) Regulations 2000 (as amended) in respect of the Order of a
Report/Mapping. This does not affect the Beneficiary's statutory rights.

10 Consequences of Withdrawal, Termination or Suspension

10.1 Upon termination or any suspension of the Services, GroundSure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed
and efficiency and cause the removal of all or any part of the Services together with all related or associated matter or any parts of the same, without incurring any liability to
the Client on account of such removal.

10.2 In the event of termination/suspension of the Contract under clauses 8 or 9, the Client shall pay to GroundSure all and any fees payable in respect of the performance of the
Services up to the date of termination/suspension. In respect of any Consultancy Services provided, the Client shall also pay any additional costs incurred in relation to the termination/suspension of the Contract.

11 General

11.1 The mapping contained in the Services is protected by Crown copyright and must not be used for any purpose outside the context of the Services or as specifically provided in
these terms.

11.2 GroundSure reserves the right to amend these terms and conditions. No variation to these terms shall be valid unless signed by an authorised representative of GroundSure.

11.3 No failure on the part of GroundSure to exercise and no delay in exercising, any right, power or provision under these terms and conditions shall operate as a waiver thereof.

11.4 Save as expressly provided in clauses 4.2, 4.3, 6.3 and 11.5, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act
1999 to enforce any terms of the Contract.

11.5 The Secretary of State for Communities and Local Government acting through Ordnance Survey may enforce breach of clause 6.1 of these terms and conditions against the Client
in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

11.6 GroundSure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:

(i) the Client or Beneficiary's failure to provide facilities, access or information;
(ii) fire, storm, flood, tempest or epidemic;
(iii) acts of God or public enemy;
(iv) riot, civil commotion or war;
(v) strikes, labour disputes or industrial action;
(vi) acts or regulations of any governmental or other agency;
(vii) suspension or delay of services at public registries by Data Providers;
(viii) acts of God or public enemy;
(ix) riot, civil commotion or war;
(x) strikes, labour disputes or industrial action;
(xi) acts or regulations of any governmental or other agency;
(xii) suspension or delay of services at public registries by Data Providers;
(xiii) changes in law.

11.7 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand, facsimile, or by post within the Services up to the date of termination/suspension.

11.8 Notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email and on the second working day after the day of posting if sent by
first class post.

11.9 The Contract constitutes the entire contract between the parties and shall supersede all previous arrangements between the parties.

11.10 Each of the provisions of the Contract is severable from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and
enforceability of the remaining provisions shall not in any way be tainted or impaired.

11.11 If the Client or Beneficiary has a complaint about the Services, notice can be given in any format eg writing, phone, email to the Compliance Officer at GroundSure who will
respond in a timely manner.

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Report Reference: SCL-565421
APPENDIX B

Fieldwork and in situ testing

- Foreword to cable percussion boring
- Cable percussion borehole records
- Standard Penetration Test [SPT] results
- Trial pit records

Laboratory testing and monitoring results

- Sieve analysis results
- Index property test results
- Plasticity Charts
- Triaxial compression test results
- Undrained cohesion/SPT versus depth plot
- Foreword to contamination testing
- Contamination testing and sulphate/pH results
- Gas monitoring records

Plans & drawings

- Preliminary architectural drawings
- Topographical survey drawing
- Site plan
- Location map
FOREWORD/GUIDANCE NOTES

CABLE PERCUSSION BORING

GENERAL
The Borehole Records are compiled from the driller’s description of the strata encountered, an examination of the samples by our Geotechnical Engineer and the results of in-situ and laboratory tests. Based on this data, the report presents an opinion on the configuration of strata within the site. However, such reasonable assumptions are given for guidance only and no liability can be accepted for changes in conditions not revealed by the boreholes.

BORING METHODS
The Cable Percussion technique of boring is normally employed and allows the ground conditions to be reasonably well established. However, some disturbance of the ground is inevitable, particularly some "softening" of the upper zone of clay immediately beneath a granular soil. The presence of thin layers of different soils within a stratum may not always be detected.

GROUND WATER
The depth at which ground water was struck is entered on the Borehole Records. However, this observation may not indicate the true water level at that period. Due to the speed of boring and the relatively small diameter of the borehole, natural ground water may be present at a depth slightly higher than the water strike. Moreover, ground water levels are subject to variations caused by changes in the local drainage conditions and by seasonal effects. When a moderate inflow of water does take place, boring is suspended for at least 10 minutes to enable a more accurate short term water level to be achieved. An estimate of the rate of inflow is also given. This is a relative term and serves only as a guide to the probable flow of water into an excavation.

Further observations of the water level made during the progress of the borehole are shown including end of shift and overnight readings and the depth at which water was sealed off by the borehole casing, if applicable.

Whilst drilling through granular soils, it is usually necessary to introduce water into the borehole to permit their extraction. When additional water has been used a remark is made on the Borehole Record and the implications are discussed in the text.

SAMPLES
Undisturbed samples of the predominantly cohesive soils are obtained using a 100mm diameter open-drive sampler. In granular soils, disturbed bulk samples are taken and placed in polythene bags. Small jar samples are taken at frequent intervals in all soils for subsequent visual examination. Where ground water is encountered in sufficient quantity, a sample of the ground water is also taken.

IN-SITU STANDARD PENETRATION TESTS
This test is performed in accordance with the procedure given in B.S.1377: 1990. The individual blow count record for each test is given on a separate table. The 'N' value is normally the number of blows to achieve a penetration of 0.3m following a seating distance of 0.15m and is quoted at the mid-depth of the test zone. However if a change of stratum occurs within the test zone then a revised 'N' value is calculated to assess one layer in particular. In hard strata full penetration may not be obtained. In such cases the suffix + indicates that the result has been extrapolated from the limited penetration achieved. Where ground water has affected the measured values, the resultant 'N' value has been placed in brackets since it is unlikely to represent the true in-situ density of the soil.
### Site
Kings Chapel

### Location
459a Fulham Road, London SW10 9UZ

### Client
Spire Property Development LLP

### Engineer
Martin Brook Associates

### Borehole No:
BH1

### Ground levels interpolated from site survey drawing

#### Field Strata
<table>
<thead>
<tr>
<th>Strata Description</th>
<th>Depth (m)</th>
<th>Level (m OD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MADE GROUND: asphalt [80mm] over grey/brown sand with variable brick rubble and flint gravel</td>
<td>0.00</td>
<td>+6.70</td>
</tr>
<tr>
<td>MADE GROUND: dark grey/brown very clayey very sandy flint gravel with rare brick and clinker</td>
<td>0.30</td>
<td>+6.25</td>
</tr>
<tr>
<td>Medium dense brown silty SAND &amp; GRAVEL. Firm slightly sandy clay bands below 1.7m</td>
<td>1.45</td>
<td>+5.25</td>
</tr>
<tr>
<td>Medium dense brown slightly silty sandy flint GRAVEL [fine to coarse]. Slightly clayey in upper section</td>
<td>2.80</td>
<td>+3.75</td>
</tr>
<tr>
<td>Firm to stiff brown silty sandy gravelly CLAY</td>
<td>6.40</td>
<td>+0.30</td>
</tr>
<tr>
<td>Stiff grey locally fissured CLAY</td>
<td>6.75</td>
<td>-0.05</td>
</tr>
<tr>
<td>...claystone nodule at 8.9m</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Remarks:
- Standpipe installed; details on page 3

#### Key:
- U = Undisturbed
- B = Bulk
- D = Small disturbed
- W = Water
- S = SPT 'N' (split spoon sampler)
- C = SPT 'N' (solid cone)
- HV = Hand Vane [kPa]
- PP = Pocket Penetrometer [kg/cm²]

#### Groundwater:
- Groundwater at 6.67m on completion of drilling
- Standpipe monitoring: groundwater depth 6.0m on 20/12/12 & 17/01/13; 5.99m on 09/01/13

#### Water added to assist drilling:
2.95m to 6.4m

#### Cased to 6.8m:
Nominal BH dia. 150mm

#### Comments:
- Constructed 14 Dec 2012
- Groundwater at 6.17m on completion of drilling
- Groundwater at 6.67m on completion of drilling
- Standpipe monitoring: groundwater depth 6.0m on 20/12/12 & 17/01/13; 5.99m on 09/01/13
- Water added to assist drilling 2.95m to 6.4m
- Made ground: asphalt [80mm] over grey/brown sand with variable brick rubble and flint gravel
- Made ground: dark grey/brown very clayey very sandy flint gravel with rare brick and clinker
- Medium dense brown silty sand & gravel. Firm slightly sandy clay bands below 1.7m
- Medium dense brown slightly silty sandy flint gravel [fine to coarse]. Slightly clayey in upper section
- Firm to stiff brown silty sandy gravelly clay
- Stiff grey locally fissured clay
- ...claystone nodule at 8.9m

#### Sample Information:
- Samples
  - Type
  - Depth (m)
  - Test Depth (m)
  - Level (m OD)

#### Legend:
- 0 = MADE GROUND: asphalt [80mm] over grey/brown sand with variable brick rubble and flint gravel
- 1 = MADE GROUND: dark grey/brown very clayey very sandy flint gravel with rare brick and clinker
- 2 = Medium dense brown silty sand & gravel. Firm slightly sandy clay bands below 1.7m
- 3 = Medium dense brown slightly silty sandy flint gravel [fine to coarse]. Slightly clayey in upper section
- 4 = Firm to stiff brown silty sandy gravelly clay
- 5 = Stiff grey locally fissured clay
- 6 = ...claystone nodule at 8.9m

#### Notes:
- Drilling methods:
  - Constructed using cable percussive techniques

#### Soil Consultants

---

[SCL Chart Generator Ver_1.8_12]
<table>
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<th>Type</th>
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<th>Level (mOD)</th>
<th>Strata Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>U</td>
<td>10.50</td>
<td>10</td>
<td>-3.30</td>
<td>Stiff grey fissured CLAY</td>
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<tr>
<td>D</td>
<td>11.00</td>
<td>11</td>
<td>11</td>
<td></td>
</tr>
<tr>
<td>S/D</td>
<td>12.30</td>
<td>12</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>12.75</td>
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<td>13</td>
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<tr>
<td>U</td>
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<tr>
<td>D</td>
<td>14.00</td>
<td>14</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>S/D</td>
<td>15.30</td>
<td>15</td>
<td>31</td>
<td>claystone nodule at 14.7m</td>
</tr>
<tr>
<td>D</td>
<td>15.75</td>
<td>15.75</td>
<td>-9.05</td>
<td>Very stiff dark grey silty fissured CLAY with occasional selenite crystals and grey silt/fine sand partings/small lenses</td>
</tr>
<tr>
<td>U</td>
<td>16.50</td>
<td>16</td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>17.00</td>
<td>17</td>
<td>17</td>
<td></td>
</tr>
<tr>
<td>S/D</td>
<td>18.30</td>
<td>18</td>
<td>37</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>18.75</td>
<td>18.75</td>
<td>-12.05</td>
<td>Very stiff dark grey fissured CLAY</td>
</tr>
<tr>
<td>U</td>
<td>19.50</td>
<td>19</td>
<td>19</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>19.80</td>
<td>20</td>
<td>20</td>
<td>End of borehole</td>
</tr>
</tbody>
</table>

Remarks: -

[* = extrapolated SPT 'N' value]
Borehole Installation and Backfill Details

- Ground Level Concrete
- Bentonite
- Filter Gravel
- Bentonite
- Arisings

- Made ground
- River Terrace Deposits
- London Clay
- Concrete
- Bentonite
- Filter Gravel
- Arisings

Remarks:

[i] Pipe diameter: 50mm
[ii] Tip at 7m depth [-0.3m OD approx]
[iii] Gas tap fitted

Constructed using cable percussive techniques

Client: Spire Property Development LLP
Engineer: Martin Brook Associates

Site: Kings Chapel
Location: 459a Fulham Road, London SW10 9UZ
Client: Spire Property Development LLP
Engineer: Martin Brook Associates

Borehole No: BH1
Report No: 9302/OT
### Site
Kings Chapel

### Location
459a Fulham Road, London SW10 9UZ

### Client
Spire Property Development LLP

### Engineer
Martin Brook Associates

### Borehole No.
BH2

### Report No.
9302/OT

### Table - Field Strata

<table>
<thead>
<tr>
<th>Depth[m]</th>
<th>Test</th>
<th>Field Strata</th>
<th>Strata Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00</td>
<td>0</td>
<td>D</td>
<td>MADE GROUND: asphalt [80mm] over 'Type 1' sub-base [200mm] over grey/brown sand with variable brick rubble and flint gravel</td>
</tr>
<tr>
<td>0.30</td>
<td>0.45</td>
<td>D</td>
<td>MADE GROUND: dark brown silty very sandy flint gravel with occasional brick and clinker; occasional roots</td>
</tr>
<tr>
<td>1.00</td>
<td>0.80</td>
<td>1</td>
<td>Medium dense very silty slightly gravelly SAND</td>
</tr>
<tr>
<td>1.80</td>
<td>2.00</td>
<td>C/D</td>
<td>Medium dense becoming dense brown silty very sandy GRAVEL; gravel comprises fine to coarse flint; occasional clay bands 2.2m to 2.9m</td>
</tr>
<tr>
<td>2.80</td>
<td>3.00</td>
<td>D</td>
<td>...becoming clayey very sandy flint gravel below about 3.0m</td>
</tr>
<tr>
<td>3.80</td>
<td>4.00</td>
<td>D</td>
<td>...becoming very silty sandy flint GRAVEL to SAND &amp; GRAVEL below about 4.5m</td>
</tr>
<tr>
<td>4.00</td>
<td>4.80</td>
<td>C/D</td>
<td>Firm to stiff brown sandy gravelly CLAY</td>
</tr>
<tr>
<td>5.25</td>
<td>6.15</td>
<td>D</td>
<td>Stiff grey fissured CLAY</td>
</tr>
<tr>
<td>6.20</td>
<td>6.15</td>
<td>D</td>
<td>...claystone nodule at 6.7m &amp; 7.8m</td>
</tr>
<tr>
<td>6.50</td>
<td>6.40</td>
<td>D</td>
<td>...occasional grey silt/fine sand partings/small lenses below 8.2m</td>
</tr>
<tr>
<td>7.80</td>
<td>7.80</td>
<td>S/D</td>
<td></td>
</tr>
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<td>Samples</td>
<td>Field</td>
<td>Strata Description</td>
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<td>11</td>
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<td>D 11.25</td>
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</tr>
<tr>
<td>U 12.00</td>
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<td>13</td>
<td></td>
</tr>
<tr>
<td>D 12.50</td>
<td>12.50</td>
<td>-5.90</td>
<td>End of borehole</td>
</tr>
</tbody>
</table>

* = extrapolated SPT 'N' value

Key: U = Undisturbed  B = Bulk  D = Small disturbed  W = Water  S = SPT 'N' (split spoon sampler)  C = SPT 'N' (solid cone)  HV = Hand Vane [kPa]  PP = Pocket Penetrometer [kg/cm²]

Remarks: -

* Constructed using cable percussive techniques*
Site: Kings Chapel

Location: 459a Fulham Road, London SW10 9UZ

Client: Spire Property Development LLP

Engineer: Martin Brook Associates

Borehole No: BH2

Sheet: 3 of 3

Report No: 9302/OT

Borehole Installation and Backfill Details

Remarks:

[i] Pipe diameter: 50mm

[ii] Tip at 6m depth [0.6m OD approx]

[iii] Gas tap fitted

Depth (m) |
| Level (mOD) |
|---|---|
| Ground Level Concrete | 0.00 | 6.60 |
| Bentonite | 0.30 | 6.30 |
| Filter Gravel | 1.00 | 5.60 |
| Bentonite | 6.00 | 0.60 |
| Bentonite | 6.50 | 0.10 |
| Arisings | 12.50 | -5.90 |

Made ground

River Terrace Deposits

London Clay

Filter Gravel

Concrete

Bentonite

Ground Level

Arisings

Borehole Installation and Backfill Details

Constructed using cable percussive techniques

SCL Chart Generator Ver_1_8_12
## In-Situ Standard Penetration Test Results

<table>
<thead>
<tr>
<th>Sample Location</th>
<th>Depth (m)</th>
<th>Test Type</th>
<th>Blow Counts per 75mm</th>
<th>SPT N Value</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td>Seating</td>
<td>Test Blows</td>
<td></td>
</tr>
<tr>
<td>BH1</td>
<td>1.50</td>
<td>C</td>
<td>5</td>
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<tr>
<td>BH1</td>
<td>2.50</td>
<td>C</td>
<td>2</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>BH1</td>
<td>3.50</td>
<td>C</td>
<td>5</td>
<td>6</td>
<td>6</td>
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<td>6</td>
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<td>C</td>
<td>5</td>
<td>9</td>
<td>8</td>
</tr>
<tr>
<td>BH2</td>
<td>3.50</td>
<td>C</td>
<td>6</td>
<td>7</td>
<td>7</td>
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<tr>
<td>BH2</td>
<td>7.50</td>
<td>S</td>
<td>3</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>BH2</td>
<td>10.50</td>
<td>S</td>
<td>4</td>
<td>5</td>
<td>5</td>
</tr>
</tbody>
</table>

**Notes**

- * = Extrapolated value