STAFFORDSHIRE
moorlands
DISTRICT COUNCIL

AIMING·FOR·EXCELLENCE

Part 1

08/00362/

Planning Service

MOORLANDS HOUSE, STOCKWELL STREET, LEEK, STAFFORDSHIRE MOORLANDS. ST13 6HQ TEL: (01538) 483550 FAX: (01538) 483586

APPLICATION FOR FULL AND OUTLINE PLANNING PERMISSION OR APPROVAL OF RESERVED MATTERS

Please read the attached guidance notes before completing this form.

FIVE copies of this form and FIVE copies of the plans are required.

1. APPLICANT	2. AGENT
Name: Whitestone Developments	Name: .....
Address: 15 Southmead Way, Walsall	Address: .....
West Midlands WS2 8JD	.....
Tel. No.:	Tel. No.: .....

Particulars of Proposed Development

3. Address or location of proposed development.	Land at Vicarage Farm, 129 School Lane, Caverswall, Stoke on Trent ST11 9EN
4. Description of proposed development.	Erection of 38 Dwellings for the over 55's years of age (50% Affordable)

Type of Application

5. (a) Is this a full application? (This includes a change of use)	YES/NO	NO	
(b) Is this an outline application? (See Guidance Notes)	YES/NO YES	If YES tick the items (if any) for which you are seeking approval at this stage. 1. Siting (inc. layout) θ 2. Design θ 3. External Appearance θ 4. Means of Access θ 5. Landscaping θ	
(c) Are you applying for approval of reserved matters following an outline permission?	YES/NO	If YES state reference and date of outline permission.	NO
(d) Are you applying for temporary permission?	YES/NO	If YES state the length of period for which you are applying.	NO
(e) Are you applying for renewal of an existing temporary permission or to continue a use or retain a building without complying with a condition(s)?	YES/NO	If YES state reference and date of existing permission and relevant condition where appropriate.	NO
6. State whether your proposal includes:- (a) New Buildings	YES/NO	YES	
(b) Alterations or extensions to existing buildings	YES/NO	NO	
(c) Change of Use	YES/NO	NO	
(d) Construction of new access to highway — Vehicular	YES/NO	YES	
(d) Construction of new access to highway — Pedestrian	YES/NO	YES	
(e) Alteration of existing access to highway — Vehicular	YES/NO	NO	
(e) Alteration of existing access to highway — Pedestrian	YES/NO	NO	
(f) Any operations not falling within the above	YES/NO	NO	

Please turn over .....

7. (a) Present use of land or buildings.	Redundant Farm Land (Greenfield Site)
(b) If vacant, state the last use and the date it ceased.	
(c) What is the area of the application site? (metric only)	9961m sq
(d) Are there any buildings which are to be demolished?	YES/NO — If YES indicate on your submitted plans
(e) Are there any trees which will have to be lopped, topped or felled?	YES/NO — If YES indicate on your submitted plans
(f) Are there any public rights of way crossing the site?	YES/NO — If YES indicate on your submitted plans and show any proposed diversion

Additional Information

8. Are you providing public open space within the development?	YES/NO — If YES please ensure this is clearly identified on the submitted plans. If NO please refer to guidance notes			
9 State the type, colour and finish of the external materials. (If alterations or extensions to buildings are involved)	Existing Walls	N/A		
	Proposed Walls	N/A		
	Existing Roof	N/A		
	Proposed Roof	N/A		
10. How will surface water be disposed of? (Please tick appropriate box)	Mains θ	Soakaway θ	Other θ *(please state)*	
11. How will foul sewage be dealt with?	Mains θ	Septic Tank θ	Other θ *(please state)*	
12. How many vehicle parking spaces do you intend to provide?	Existing Spaces within site (if any)	N/A	Additional Spaces	N/A
13. Is the application for industrial, office, warehousing, storage, retail or other commercial development?	YES/NO	If YES complete Form 2		
14. Is the application for a dwelling or caravan in connection with agriculture, horticulture or forestry?	YES/NO	If YES complete Form 3		

Ownership

15. State the nature of the applicant's interest in the application site. (Owner, lessee, prospective purchaser, etc.)	Owner
16. State whether the applicant owns or controls any adjoining land and if so give its location (also edge blue on plans).	NO
17. Which certificate are you submitting with your application? (For information on the correct certificate required please see guidance notes)	A θ B θ C θ D θ

Fee

18. State the amount of the fee submitted with the application	£2650=00

19. I/We hereby apply for:- (Tick appropriate box)

(a) Planning permission to carry out the development described in this application and the accompanying plans. θ

(b) Approval of details of such matters as were reserved in the outline permission described in this application and the accompanying plans. θ

(c) Planning permission to retain buildings or works already carried out, or a use of land already commenced as described in this application and the accompanying plans. θ

I/We understand that this is an application for planning permission only and not for any other form of approval which may be required.

Signed: X ..... Dated: X 18/03/2008

On behalf of: Whitestone Developments

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STAFFORDSHIRE
moorlands
DISTRICT COUNCIL

Planning Service

MOORLANDS HOUSE, STOCKWELL STREET, LEEK, STAFFORDSHIRE
MOORLANDS. ST13 6HQ TEL: (01538) 483550 FAX: (01538) 483586

PART 2

Town and Country Planning (General Development Procedure) Order 1995

CERTIFICATE UNDER ARTICLE 7

Certificate A(a)

I certify that:

on the day 21 days before the date of the accompanying application/appeal* nobody, except the applicant/appellant*, was the owner*(b)* of any part of the land to which the application/appeal* relates.

Signed .....

*On behalf of Whitestone Developments.....

Date ....18/03/2008.....

*delete where inappropriate

(a) This Certificate is for use with applications and appeals for planning permission (articles 7 and 9(1) of the Order). One of Certificates A, B, C or D (or the appropriate certificate in the case of certain minerals applications) must be completed, together with the Agricultural Holdings Certificate.

(b) 'Owner' means a person having a freehold interest or a leasehold interest the unexpired term of which is not less than seven years, or, in the case of development consisting of the winning and working of minerals, a person entitled to an interest in a mineral in the land (other than oil, gas, coal, gold or silver).

Town and Country Planning (General Development Procedure) Order 1995

CERTIFICATE UNDER ARTICLE 7

Agricultural Holdings Certificate (a)

Whichever is appropriate of the following alternatives must form part of Certificates A, B, C or D. If the applicant is the sole agricultural tenant he or she must delete the first alternative and insert 'not applicable' as the information required by the second alternative.

- * None of the land to which the application/appeal* relates is, or is part of, an agricultural holding.

or

- * I have/The applicant has/The appellant has* given the requisite notice to every person other than my/him/her* self who, on the day 21 days before the date of the application/appeal*, was a tenant of an agricultural holding on all or part of the land to which the application/appeal* relates as follows:

Tenant's name	Address at which notice was served	Date on which notice was served

08/00862/

Signed .....

*On behalf of Whitestone Developments.....

Date 18/03/2008

*delete where inappropriate

(a) This Certificate is for use with applications and appeals for planning permission (articles 7 and 9(1) of the Order). One of Certificates A, B, C or D (or the appropriate certificate in the case of certain minerals applications) must be completed together with the Agricultural Holdings Certificate.

LAND AT VICARAGE FARM
129 SCHOOL LANE
CAVERSWALL
STOKE-ON-TRENT
ST11 9EN

38 NEW DWELLINGS FOR THE OVER 55'S YEARS OF AGE (50% AFFORDABLE HOUSING)

DESIGN & ACCESS STATEMENT (OUTLINE APPLICATION)

Proposal:
Proposed erection of 38 dwellings (50% Affordable Housing) Outline Application Only.

Location:
The proposed site is situated/accessed from School Lane, Caverswall ST11 9EN to the north east side of the village & immediately adjacent/adjoining to Mill Close to the south.

Current Use:
Although currently vacant the land formed part of Vicarage Farm, which was sold off as individual lots in 2006. The site was previously used for keeping horses, hosting the village fete & providing hay for horses, however it has not been used for any of the afore mentioned for several years. The site has been defined as a "Greenfield" site in recent (22/02/2008) correspondence by Mr Mike Green – Head of Development Control & Building Control.

Topography:
The site measures 0.9961Ha with a cross fall from School Lane to the bottom of the site of approximately 6.000m.

Access:
The site/development will be accessed via a new vehicle & pedestrian access to School Lane with the appropriate vision splays, width, etc. Once inside the site the proposal is to provide a central road leading to all dwellings with associated/designated parking areas for residents & visitors.

The site is approximately 0.5 miles from local amenities such as Village School, shop, post office, public house.

Public transport is provided by means of buses to **Coalville, Meir, Longton, Stoke, Newcastle** Bus Station, with the nearest bus stop being some 10 meters from the access to the site.

Environmental Report:
A full Environmental Report has been undertaken on the site focusing on Statutory Register (landfill & waste management sites, industrial processes, etc) Site History. Land Instability (natural subsidence & mineral extraction) Natural Perils (flood risk & radon) Ground water. Telecommunication base Stations. Copy of this report & finding are enclosed with the application, a full coal mining report will be submitted as soon as we are in receipt of it.

Reserved Matters:
The application is for OUTLINE consent with the approval of all other matters reserved for future consideration (Siting, Design, External Appearance, Means of Access & Landscaping)

References:

1. **Staffordshire Moorlands District Council - Supplementary planning guidance – housing for local people & affordable housing.**

2. **Planning policy statement 7 - Sustainable Development in Rural Areas.**

3. **Planning policy statement 3 – housing**

4. **AGENDA ITEM 13.1. STAFFORDSHIRE MOORLANDS** DISTRICT COUNCIL. Report to Cabinet. 13th March 2007

5. **Baroness Andrews OBE** Parliamentary Under Secretary of State Communities and Local Government, **Housing Choices and Aspirations of Older People,** Research from the New Horizons Programme.

6. **Affordable Rural Housing Commission Final Report.**

7. **Drainage and Water Search – Severn Trent Water.**

8. **Photograph of previous development – supplied as a visual aid to give indication of the completed proposed development,** please make this available to the planning committee should they wish to make a site visit.

9. **Aerial photograph of proposed site.**

10. **Supporting letter showing evidence of statistical research of the documents as listed above, summary of proposal.**

The Coal Authority

Issued by:
The Coal Authority, Mining Reports Office, 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire NG18 4RG
On-Line Service: www.coalminingreports.co.uk - Phone: 0845 762 6848 - DX 716176 MANSFIELD 5

WHITESTONE DEVELOPMENT,
ACORN RIDGE 18,
COVER GREEN,
HOME MEADOW,
WORCESTER,
WORCESTERSHIRE,
WR4 0JF

Person dealing with this matter:	**Keith Pennington**
Our reference:	**00021497-08**
Your reference:	
Electronic Ref:	
RRUID:	007.00022185790001
Date of your enquiry:	**18 March 2008**
Date we received your enquiry:	**18 March 2008**
Date of issue:	**18 March 2008**

08/00862/

This report is for the property described in the address below and the attached plan.

Coal and Brine Report

Vicarage Farm, 129 School Lane, Caverswall, Stoke-On-Trent, Staffordshire

This report is based on and limited to the records held by, the Coal Authority, and the Cheshire Brine Subsidence Compensation Board's records, at the time we answer the search.

Coal mining	Yes
Brine extraction	No

Information from the Coal Authority

Underground Coal Mining

Past

According to the records in our possession, the property is not within the zone of likely physical influence on the surface from past underground workings.

Present

The property is not in the likely zone of influence of any present underground coal workings.

Future

The property is not in an area for which the Coal Authority is determining whether to grant a licence to remove coal using underground methods.

The property is not in an area for which a licence has been granted to remove coal using underground methods.

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© The Coal Authority

The property is not in an area that is likely to be affected at the surface from any planned future workings.

However reserves of coal exist in the local area which could be worked at some time in the future.

No notice of the risk of the land being affected by subsidence has been given under section 46 of the Coal Mining Subsidence Act 1991.

Mine entries

There are no known coal mine entries within, or within 20 metres of, the boundary of the property.

Coal-mining geology

At the surface, there are no known faults or other lines of weakness due to coal mining that have made the property unstable.

Opencast Coal Mining

Past

The property is not within the boundary of an opencast site from which coal has been removed by opencast methods.

Present

The property does not lie within 200 metres of the boundary of an opencast site from which coal is being removed by opencast methods.

Future

The property is not within 800 metres of the boundary of an opencast site for which the Coal Authority is determining whether to grant a licence to remove coal by opencast methods.

The property is not within 800 metres of the boundary of an opencast site for which a licence to remove coal by opencast methods has been granted.

Coal-mining subsidence

The Coal Authority has not received a damage notice or claim for the property since 1 January 1984. There is no current Stop Notice delaying the start of remedial works or repairs to the property.

The Coal Authority has not received a request to carry out preventive work before coal is worked under section 33 of the Coal Mining Subsidence Act 1991.

Mine gas

There is no record of a mine gas emission requiring action by the Coal Authority within the boundary of the property.

Hazards related to coal mining

The property has not been subject to remedial works, by or on behalf of the Authority, under its Emergency Surface Hazard Call Out procedures.

Withdrawal of Support

The property is not in an area for which a notice of entitlement to withdraw support has been published.

The property is not in an area for which a notice has been given under section 41 of the Coal Industry Act 1994, revoking the entitlement to withdraw support.

Working Facilities Orders

The property is not in an area for which an Order has been made under the provisions of the Mines (Working Facilities and Support) Acts 1923 and 1966 or any statutory modification or amendment thereof.

Payments to Owners of Former Copyhold Land

The property is not in an area for which a relevant notice has been published under the Coal Industry Act 1975/Coal Industry Act 1994.

Information from the Cheshire Brine Subsidence Compensation Board

The property lies outside the Cheshire Brine Compensation District.

Additional remarks

This report is prepared in accordance with the Law Society's Guidance Notes 2006, the User Guide 2006 and the Coal Authority and Cheshire Brine Board's Terms and Conditions 2006. The report is compliant with Home Information Pack requirements.

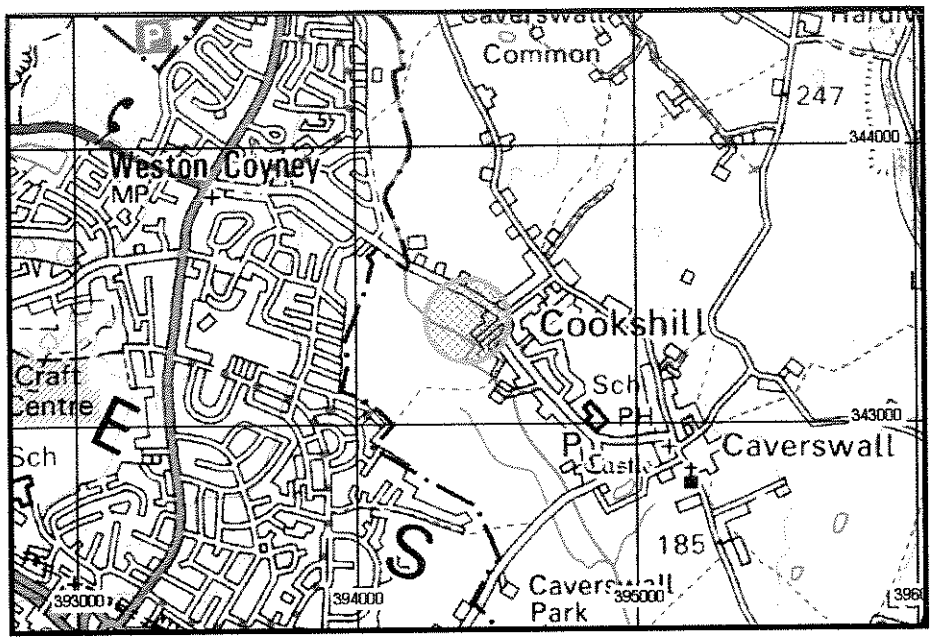
The Coal Authority owns the copyright in this report. The information we have used to write this report is protected by our database right. All rights are reserved and unauthorised use is prohibited. If we provide a report for you, this does not mean that copyright and any other rights will pass to you. However, you can use the report for your own purposes.

Ordnance Survey (OS) has carried out a Positional Accuracy Improvement Programme to make sure that the maps it produces are accurate. We have no control over who is using the improved information. In some cases, the position of surface features and mining features on the map may have changed. This is because we have updated our database in line with Ordnance Survey's improved maps.

Issued by:	The Coal Authority, 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG
Date:	18 Mar 2008
Ground stability report at:	Vicarage Farm, 129 School Lane, Caverswall, Stoke-On-Trent, Staffordshire
Reference number:	00021497-08
Cost:	£42.56
Plus VAT:	£7.44
Total received:	£50.00
VAT registration number:	598 5850 68

Location map

Approximate position of property



Enquiry boundary

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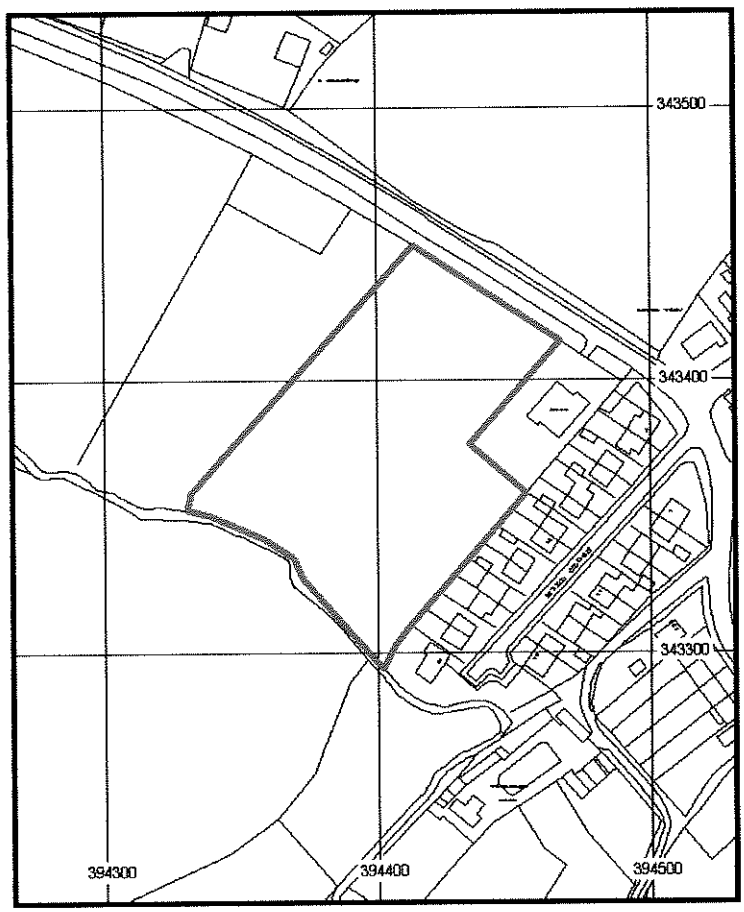
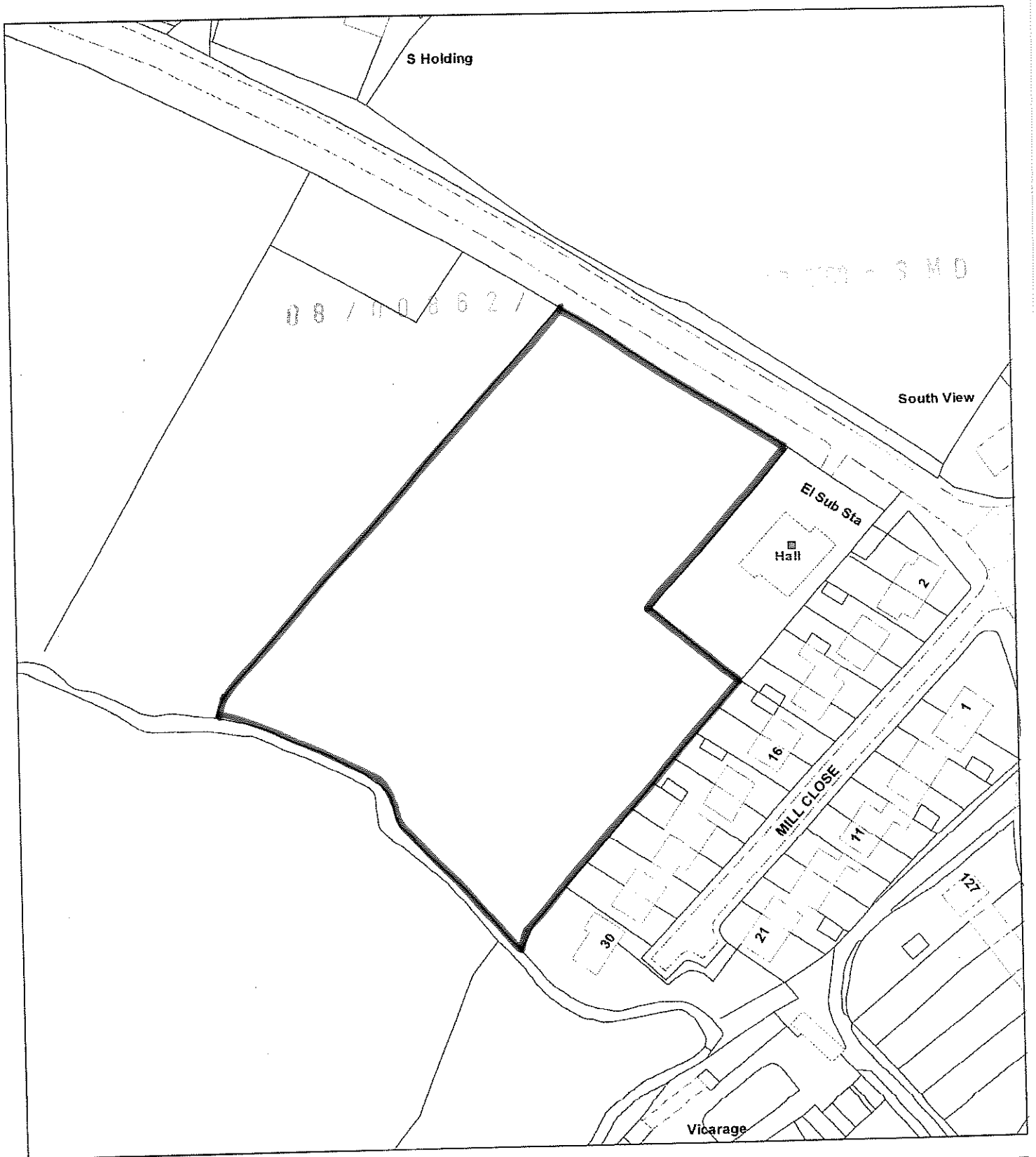


Key

Approximate position of enquiry boundary shown

Mapping sourced from Ordnance Survey

Reference:	



Scale : 1:1250

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Staffordshire Moorlands District Council.
Licence no. 100018384. 2007.

Organisation	Not Set
Department	Not Set
Comments	Not Set

Drainage and Water Search (Con29DW)

LINCOLN-LEWIS & CO
DX: 712632
EDGBASTON 1

RECEIVED

Fax / E-mail 0121 454 7070

Your Reference ajm/ stuart-hall/ 07-0009

Our Reference 731751

Date 06 March 2007

LOT 2, VICARAGE FARM, 129 SCHOOL LANE, CAVERSWALL, STOKE-ON-TRENT, STAFFORDSHIR

SEVERN TRENT WATER

06 March 2007

STL IS A PROVIDER OF:

Property Searches

Company Formations and Company Searches

Costs Drafting

If you have any query regarding this search
please quote reference 731751 and call 0800 282763

STL Group plc
Edbrooke House, St Johns Road, Woking, Surrey GU21 7SE
FAX: 0800 7833847 DX: 148660 Woking 12 E-MAIL: property@stlgroup.co.uk

no stone left unturned

Severn Trent Searches

Search Address: Lot 2, Vicarage Farm, 129 School Lane, Caverswall, Stoke-On-Trent, ST11 9EN

Question 1.1

Answer 1.1

Is there a copy extract from the public sewer map?

Yes

A copy of the statutory sewer plan is provided. This plan is furnished as a general guide only and no warranty as to its correctness is given or implied. This plan must not be relied upon in the event of excavations or other works in the vicinity of sewers and drains. The information provided should be checked and any query should be clarified with Severn Trent Searches. The plan only shows public sewers unless otherwise marked. NOTE: The sewer plan does not show relative levels between the sewer and the property and if these are required then these should be checked on site. If the capacity of the sewer is required then this should be requested from Severn Trent Water, Records Management Centre, Waterworks Road, Edgbaston, Birmingham, B16 9DD. Assets other than public sewers may be shown on the copy extract, for information only.

Question 1.2

Answer 1.2

Does foul drainage from the property drain to a public sewer?

No

The Company's records show that the property is not connected to the public foul sewerage system by virtue of the occupier not being required to pay the appropriate sewerage charge to the Company. If a plan has been provided this will show the location of the nearest public foul sewer. If foul water does not drain to the public sewerage system the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant.

Severn Trent Searches

Search Address: Lot 2, Vicarage Farm, 129 School Lane, Caverswall, Stoke-On-Trent, ST11 9EN

Question 1.3

Answer 1.3

Does surface water from the property drain to a public sewer?

No

The Company's records show that the property is not connected to the public surface water sewerage system by virtue of the occupier not being required to pay the appropriate charge to the Company. If a plan has been provided this will show the location of the nearest public surface water sewer.

Question 1.4

Answer 1.4

Is any sewer serving, or that is proposed to serve the property the subject of a current statutory adoption agreement?

No

The sewers serving the property are not subject to an Agreement under S104 of the Water Industry Act, 1991.

Question 2.1

Answer 2.1

Does the public sewer map show any public sewer within the boundary of the property?

Yes

The statutory sewer plan shows that there is a public sewer running through or close to the property. The presence of a public sewer running through or close to a property may restrict further development within the property.

The information that we hold relating to formal wayleaves, easements etc. is known to be incomplete and cannot be relied upon. Rather than mislead you, I would suggest that you rely upon the contents of the relevant Deeds and your own enquiries. However, as you will be aware, we have powers to lay and maintain pipes under statutory notice and there may be no formal document relating to equipment vested in the Company which was laid by the Company or its predecessors.

Severn Trent Searches

Search Address: Lot 2, Vicarage Farm, 129 School Lane, Caverswall, Stoke-On-Trent, ST11 9EN

Question 2.2

Answer 2.2

Does the public sewer map show a public sewer within 100ft (approximately 30 metres) of the building(s) within the property?

See Plan

See attached plan to determine the location of the nearest public sewer. Note the presence of a public sewer within 100' of the property can result in the local authority Environmental Health Dept. requiring a property to be connected to the public sewer if the alternative means of draining the property are causing a public health risk.

Question 3.1

Answer 3.1

Is there a copy extract from the water map?

Yes

The water supply for this property is provided by Severn Trent Water Ltd and a copy of the water map is provided.

The company is not responsible for private service pipes connecting the property to the public water main and does not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether seperate rights or easements are needed for their inspection, repair or renewal. It should be possible to estimate the likely length and route of any private water service pipe connecting the property to the public water network.

Assets other than vested water mains may be shown on the plan. for information only.

Severn Trent Searches

Search Address: Lot 2, Vicarage Farm, 129 School Lane, Caverswall, Stoke-On-Trent, ST11 9EN

Question 3.2

Which company supplies the water to the area?

Answer 3.2

Severn Trent Water

Severn Trent Water
Sherbourne House
St Martins Road
Coventry
CV3 6SD

Tel: 0845 7500 500

Question 3.3

Is the property connected to the mains water supply?

Answer 3.3

Yes

The Company's records indicate that the property is connected to the main water supply by virtue of the occupier being required to pay the appropriate water charge to the Company.

The Company is not responsible for private water service pipes between the property and the public water main connection and does not hold details of these. If a plan is attached, this will show the position of public water mains near the property, and from this you can take a view of your responsibility for maintenance of such private water service pipes. The property owner will normally have sole responsibility, with other users, if the property is served by a private water service pipe. These may pass through land outside of the control of the seller, the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

Question 3.4

Does the copy extract of the water map show any vested water mains or assets within the boundary of the property?

Answer 3.4

No

The copy extract of the water plan does not show any vested water mains within or close to the boundary of the property.

Severn Trent Searches

Search Address: Lot 2, Vicarage Farm, 129 School Lane, Caverswall, Stoke-On-Trent, ST11 9EN

Question 4.1

What is the basis for charging for sewerage and water supply at this property?

The Water Company responsible for collecting Sewerage charges is:

Severn Trent Water
Sherbourne House
St Martins Road
Coventry
CV3 6SD

and charges are raised on : N/A - Sewage not connected

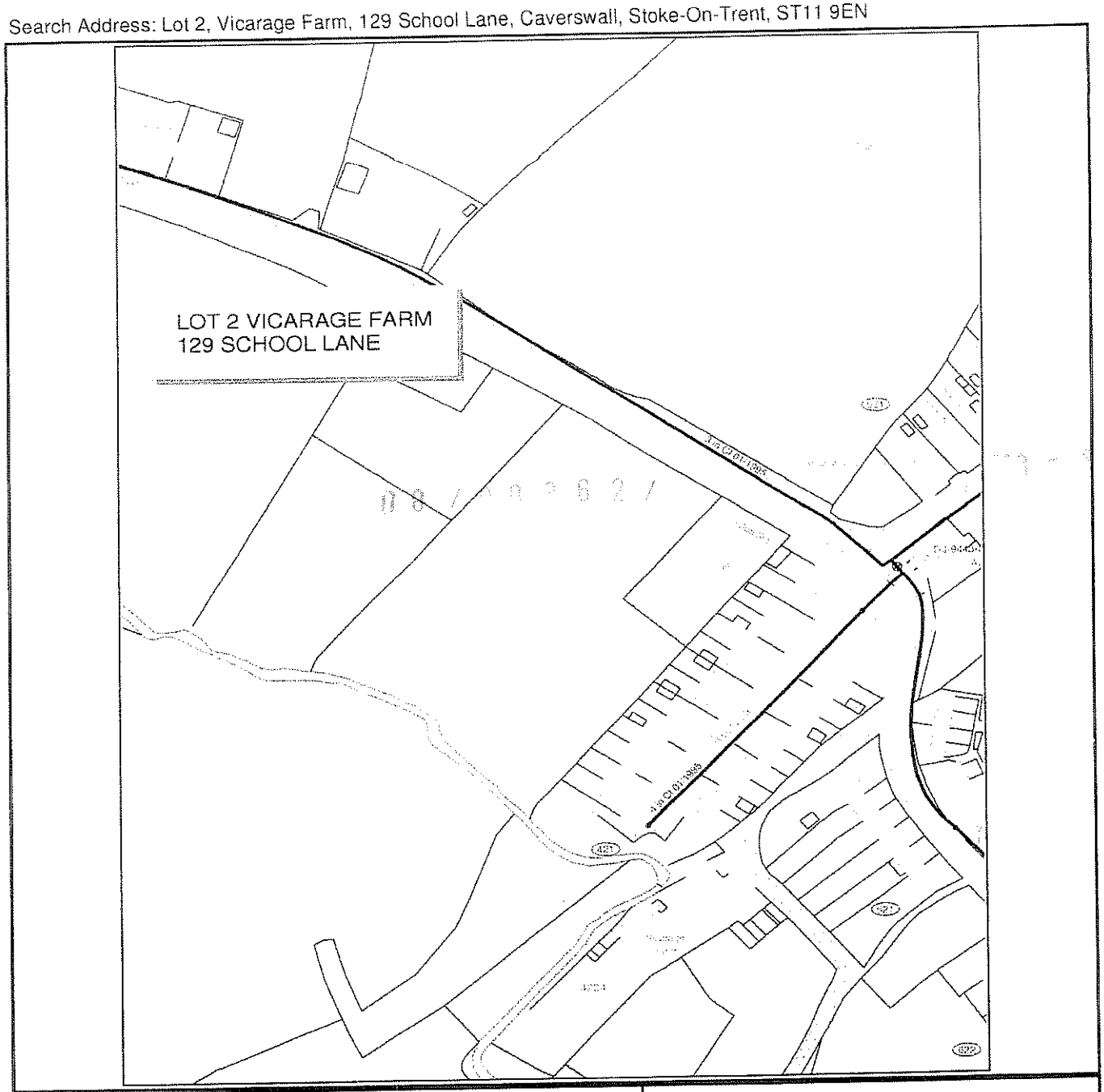
See below

The Water Company responsible for collecting Water charges is:

Severn Trent Water
Sherbourne House
St Martins Road
Coventry
CV3 6SD

and charges are raised on : A measured basis.

Search Address: Lot 2, Vicarage Farm, 129 School Lane, Caverswall, Stoke-On-Trent, ST11 9EN



- Distribution Main
- Trunk Main (Local / Primary)
- Strategic Main
- Fire Supply Main
- Fire Main
- Non-Domestic Customer Service Pipe
- Domestic Customer Service Pipe
- Abandoned Main
- Elevated Main
- Aquaduct
- Duct
- Access Right
- Cable, Low Voltage
- Cable, High Voltage
- Cable, Optical Fiber/ Instrumentation
- Cable, Earthing
- Cable, Other
- Pumping Facility
- Booster Facility
- Portable Water Storage
- Water Tower
- Well / Borehole
- Intake
- Water Treatment Works/Chamber
- Draw-Off Tower
- Bowser Point
- Water Facility Connection
- Water Isolation Valve (Open)
- Water Isolation Valve (Closed)
- Water Isolation Valve (Partially Open)
- Water Air Valve
- Pressure Reducing Valve
- Pressure Sustaining Valve
- Non-Return Valve
- Float Valve
- Hydrant (Single / Double)
- Washout (Single / Double)
- Bulk Meter
- Water Hatch Box
- Pressure Tapping
- Insertion Flow Meter Point
- Water Chemical Injection Point
- Motive Water Point
- Quality Sample Plant
- Change in Characteristic
- Marker Point
- Cable Junction
- Anode
- Boundary Box
- Stop Tap
- Cross Piece
- Strainer
- Listening Post
- Revenue Meter
- Housing, Building
- Housing, Kiosk
- Housing, Other
- Pipe Support Structure
- Open Pipe
- Discharge
- End Cap

Severn Trent Water

Severn Trent Water Limited
Waterworks Road
Edgbaston
Birmingham B16 9DD
Telephone: 0121 452 3306

WATER MAINS RECORD

Date of Issue: 05.03.2007 for Lot 2, Vicarage Farm, 129 School Lane, Caverswall, Stoke-On-Trent, ST11 9EN

1. **Do not scale off drawing**: This plan is furnished as a general guide and no warranty as to its correctness is given or implied. This plan must not be relied upon in the event of excavations or other works in the vicinity of the company's assets.
2. The material contained in this drawing has been based upon the Ordnance Survey Map by SEVERN TRENT WATER Ltd. by permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office. © Crown Copyright - SEVERN TRENT WATER Ltd. - **WU298522**
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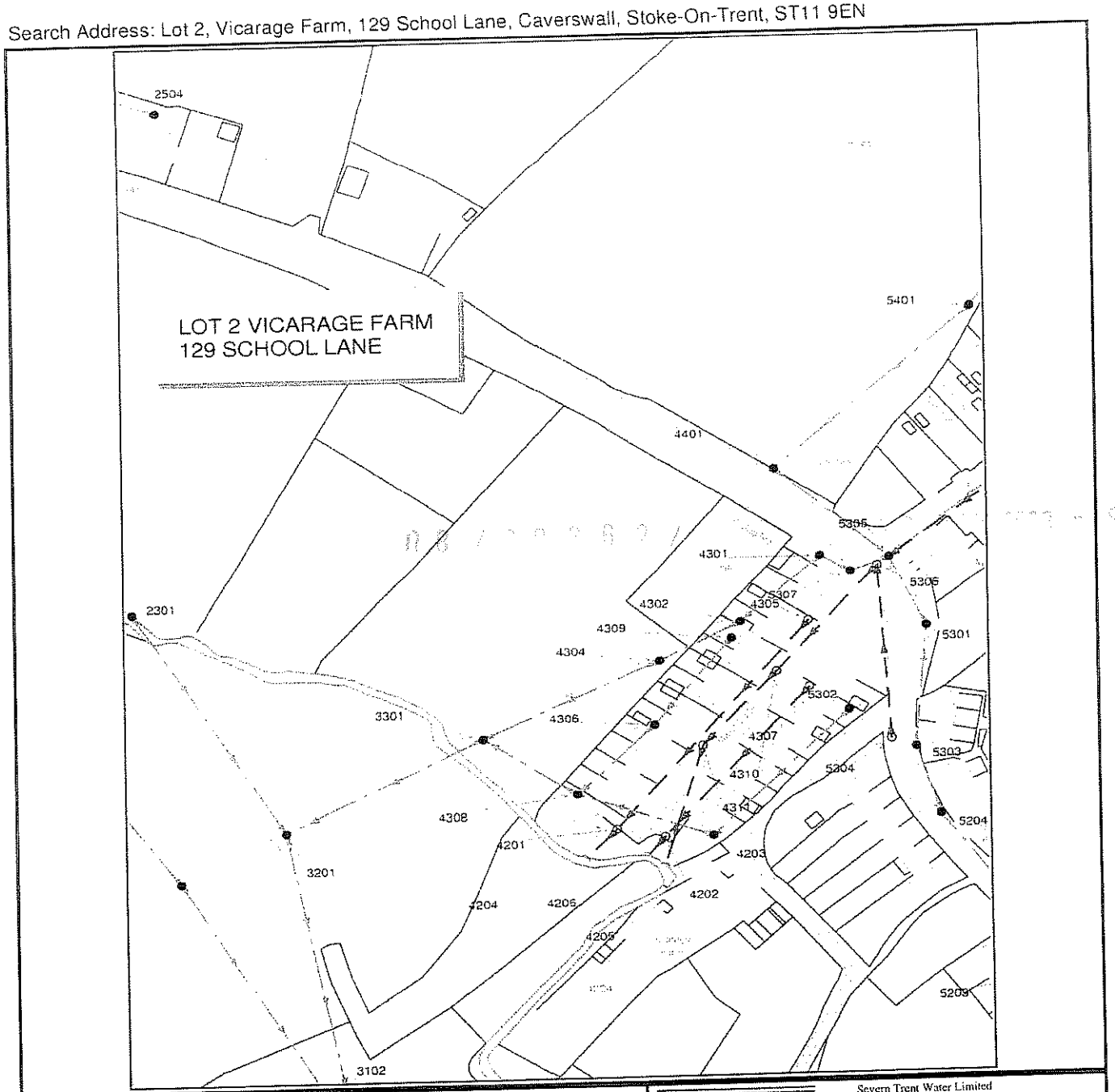
Search Address: Lot 2, Vicarage Farm, 129 School Lane, Caverswall, Stoke-On-Trent, ST11 9EN



- Abandoned Gravity Sewer
- Private Combined Gravity Sewer
- Private Foul Gravity Sewer
- Private Surface Water Gravity Sewer
- Public Combined Water Gravity Sewer
- Public Foul Gravity Sewer
- Public Surface Water Gravity Sewer
- Trunk Combined Gravity Sewer
- Trunk Foul Use Gravity Sewer
- Trunk Surface Water Gravity Sewer
- Abandoned Pressurised Sewer
- Combined Use Pressurised Sewer
- Foul Use Pressurised Sewer
- Surface Water Pressurised Sewer
- Highway Drain

- Blind Shaft
- Combined Use Manhole
- Disposal Site
- Flushing Chamber
- Foul Use Manhole
- Grease Trap
- Head Node
- Hydrobrake
- Lamphole
- Outfall
- Overflow
- Penstock
- Petrol Interceptor
- Sewage Treatment Works

- Sewer Blockage
- Sewer Chemical Injection Point
- Sewer Collapse
- Sewer Junction
- Sewerage Air Valve
- Sewerage Hatch Box Point
- Sewerage Isolation Valve
- Soakaway
- Surface Water Manhole
- Vent Column
- Waste Water Storage
- Culverted Watercourse
- Access Right
- Sewer Pumping Facility
- Sewer Facility Connection *(Sewer Pumping Facility Inlet/Outlet Sewer Treatment Works Inlet/Outlet)*

All Private Sewers are shown in magenta
All Section 104 sewers are shown in green, using the same line style as private sewers

Severn Trent Water

Severn Trent Water Limited
Waterworks Road
Edgbaston
Birmingham B16 9DD
Telephone: 0121 452 3306

SEWER RECORD

Date of Issue: 05.03.2007 for **Lot 2, Vicarage Farm, 129 School Lane, Caverswall, Stoke-On-Trent, ST11 9EN**

1. **Do not scale off drawing**: This plan is furnished as a general guide and no warranty as to its correctness is given or implied. This plan must not be relied upon in the event of excavations or other works in the vicinity of the company's assets.
2. The material contained in this drawing has been based upon the Ordnance Survey Map by SEVERN TRENT WATER Ltd. by permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office. © Crown Copyright - SEVERN TRENT WATER Ltd. - **WU298522**
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WHITE STONE DEVELOPMENTS

15 Southmead Way, Deermead Court, Walsall,
West Midlands WS2 8JD
E-mail: whitestonedevelopments@talktalk.net

Tel No: 01922 627297
Fax No: 01922 627297

References:

1. **Staffordshire Moorlands District Council - Supplementary planning guidance – housing for local people & affordable housing.**

2. **Planning policy statement 7 - Sustainable Development in Rural Areas.**

3. **Planning policy statement 3 – housing**

4. **AGENDA ITEM 13.1. STAFFORDSHIRE MOORLANDS** DISTRICT COUNCIL. Report to Cabinet. 13th March 2007

5. **Baroness Andrews OBE** Parliamentary Under Secretary of State Communities and Local Government, **Housing Choices and Aspirations of Older People,** Research from the New Horizons Programme.

6. Affordable Rural Housing Commission Final Report.

7. **Drainage and Water Search – Severn Trent Water.**

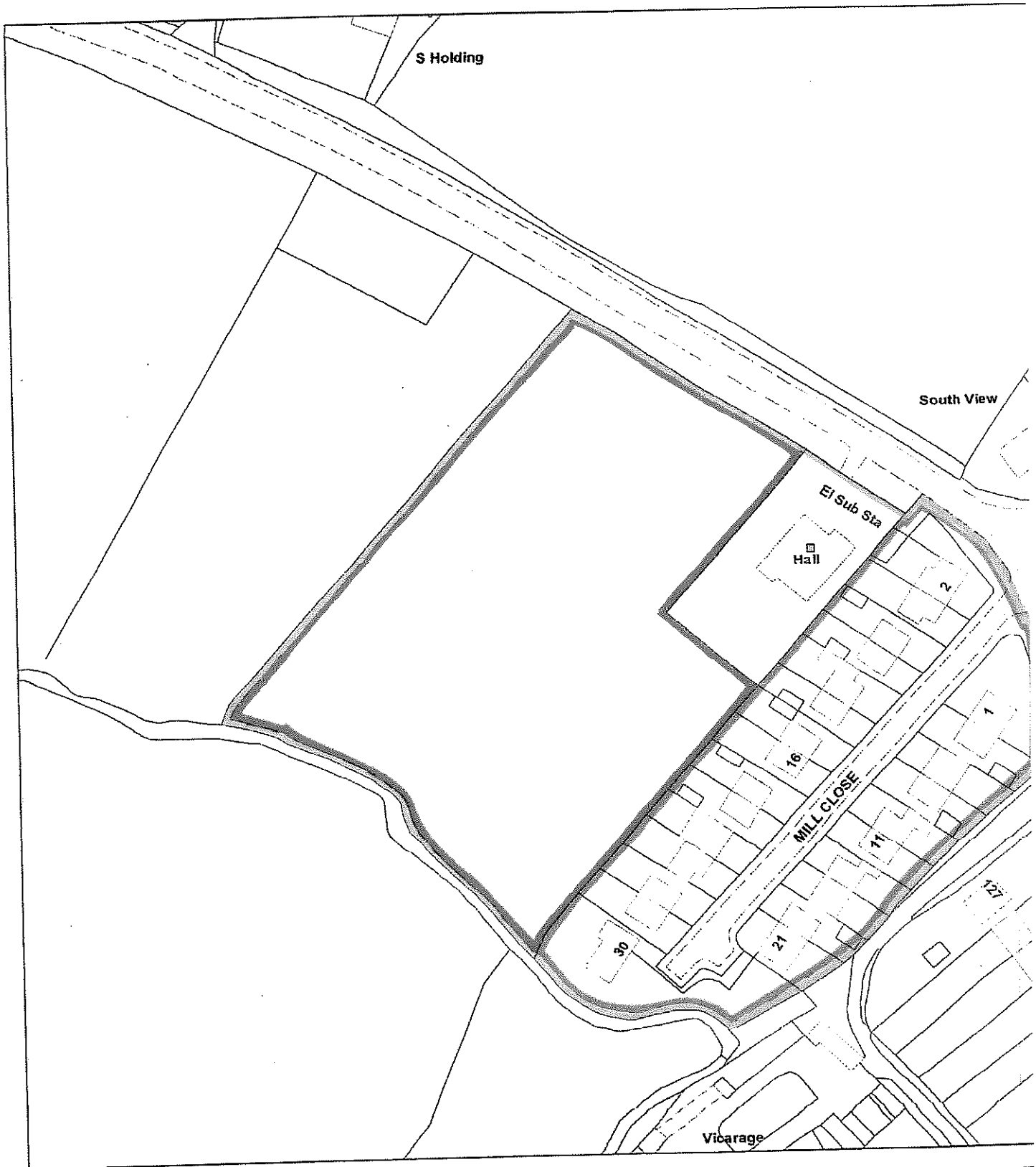
8. **Photograph of previous development – supplied as a visual aid to give indication of the completed proposed development,** please make this available to the planning committee should they wish to make a site visit.

9. **Aerial photograph of proposed site.**

10. **Supporting letter showing evidence of statistical research of the documents as listed above, summary of proposal.**

08/00862/

Reference:	



Scale : 1:1250

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Licence no. 100018384. 2007.

Organisation	Not Set
Department	Not Set
Comments	Not Set

erswall Rd
Caverswall Rd
Mill Close
Mill Close

The potential site we would like you to consider is in the village of Caverswall, it is located directly adjacent to Mill Close (see map enclosed / area marked in Red).

The area marked in Green, on afore mentioned map was originally all one parcel of land belonging to **Vicarage Farm**, approximately 30 years ago this changed with the construction of Mill Close (marked in orange) on almost one half of the land, the remainder of this parcel of land has served several uses since the construction of Mill Close.

- Providing hay for horses:
- Hosting of village fete's:
- Keeping of Horses:

However it has not been used for any of the above for some years now, in the left hand corner, next to the entrance gate there is currently an electrical sub station, a scout hut in need of some modernisation and a main drainage / sewerage line for Severn Trent Water runs through the top left hand corner of the land.

The whole farm was eventually sold off as individual lots in 2006.

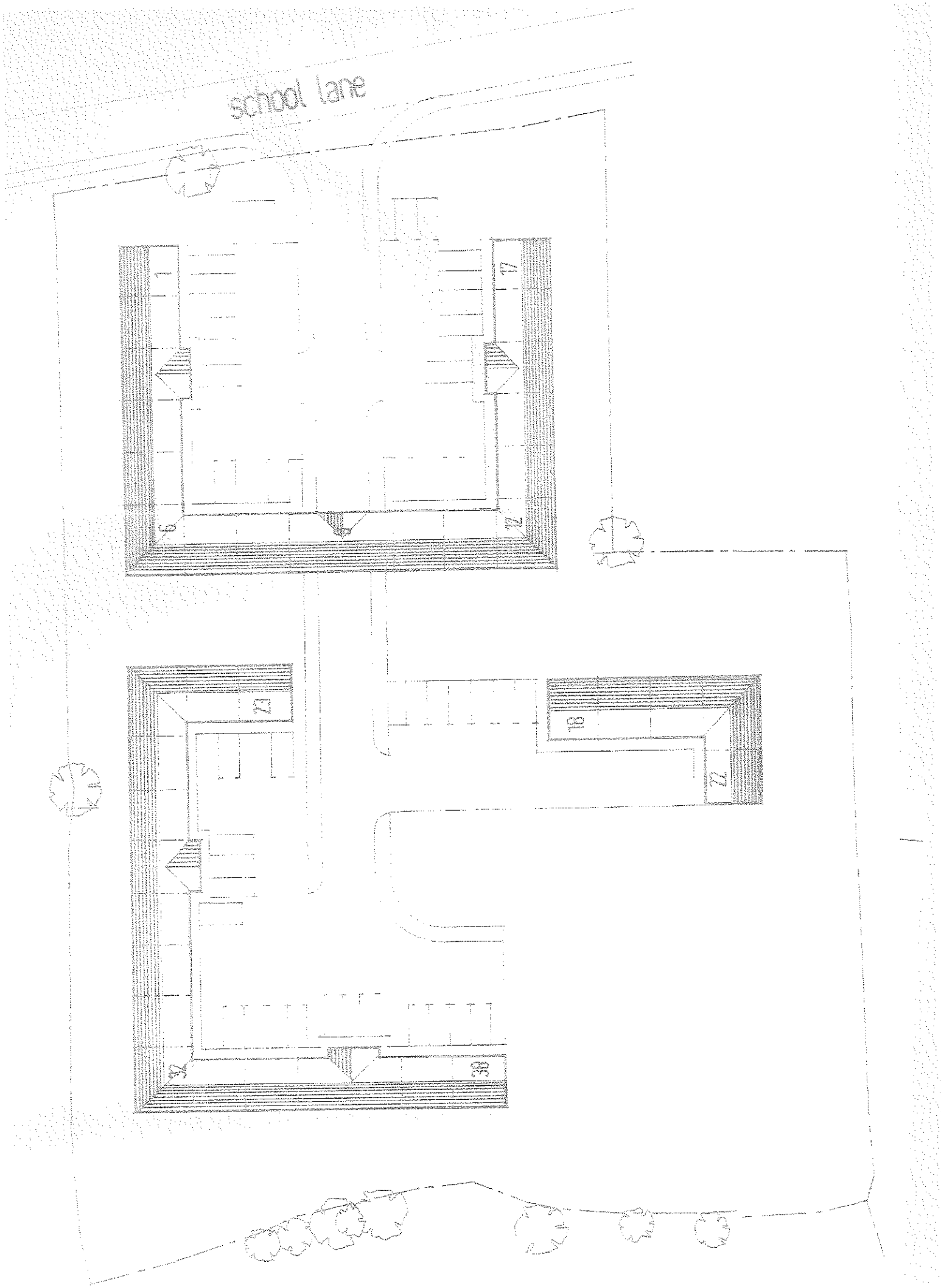
We have spoken to some of the village residents during our visits to Caverswall, in particular the residents of Mill Close, to obtain a history of the land and the village, we adopt an open and honest approach with all concerned, whilst discussing alternate uses for the field and trying to identify village needs, it was noted that Caverswall and the surrounding area has a very high number of elderly residents many of which have homes that have become too large for them and too costly to maintain, due to family members growing up and leaving home, loss of loved ones etc.

They do not want to leave their village or friends, but there are no suitable properties for them to down size to, from this information we considered that an alternate use for the remainder of the land may serve to provide an over 55's / retirement development with a percentage of affordable housing, in a courtyard style, see attached photo, which would be aesthetically pleasing for the village.

The attached photo as mentioned above is of a previous development and has been provided as a visual aid for the planning committee, should they make a site visit it would be useful for them to see how the development could look within the site location.

We have since spoken to many of the village residents, of which several have lived in the village for between 30 and 50 years, the response was quite surprising, to date no one has objected to this type of potential scheme, in fact they have shown a very positive attitude towards it.




school lane

The Site Plan:

The main section of the site layout at the front would be in the style of the courtyard photograph supplied, you may notice from the drawing that there looks to be a lot of parking spaces in front of each house, this is a miss conception on the black and white drawing, every second one would actually be a small front garden, so as to soften the courtyard and bring some natural colour back to the surroundings. There is an arched access in the centre leading to the rear section, again each one would have a small garden to the front, also there is a large open area to the left, we have left this area open for several reasons, it would be a large communal garden for residents to sit outside with their neighbours in the summer, it also draws the development away from Mill Close, so that they retain their views / privacy and allows a very open feel with the courtyard and the surrounding countryside.

The current Staffordshire Moorlands Housing Needs Study, shows the following statistics.

Page 64 – **Housing for older people** - According to the 2001 Census, **Staffordshire Moorlands has a higher proportion of older people (over 60 years) at 23.3% than the County (21.0%), the Region (21.0%) and the UK (20.8%).** Although the overall population of Staffordshire Moorlands is predicted to decline between 1996-2001, **the number of people of retirement age is predicted to grow by 22.8%** over the same period.

Page 18 – 9.5- 0f the 4.7% households with **older residents** who found their homes inadequate to meet their needs, **31.4%** indicated that their homes were not **suitable for an older person** and 28.6% felt that their homes were not suitable for a disabled person. **27.4% of people found their current accommodation to be too large**.

Page 18 – 9.6 - **Not surprisingly, the older people get the less likely they are to move. However, of the recent movers, the proportion that moved because their previous home was inadequate increased with respondent age**. Where the respondent was under 60, 29.5% moved for reasons of inadequacy, this increased to 38.7% of those aged 60-74, and 56.5% of those aged 75 and above.

Page 66 - see table IX-4, **the Western Parish has the highest number households with older residents than any other sub area at** 45.6 %, please note point 3.4, 31.4 % indicated their homes were not suitable for an older person, 27.4 % **found their home to be too large, older residents who under occupied their home** 20.7 % compared with 15.7 % of the district overall. (Caverswall is part of the western parish)

Page 68 - Reasons for older residents moving.

Table IX – 8. **28.9 % their home to large,** thus being the second highest figure in the table, the first being stated as other.

Page 73 – 8.3 A **further** 5.0% (865) of households with older residents expressed a desire to move within the next two years but an inability to do so. **59.5% of these stated that the reason for being unable to move was due to a lack of suitable property.**

From past experience it has been noted there may be a concern that all of the potential new dwellings may not become occupied by current Caverswall residents, is this sufficient reason to deny everyone the opportunity, does this negate the fact there is an identifiable need for this type of housing within the Moorlands, this is a proposal to support the needs of Caverswall and that of the western parishes as a whole.

Planning Policy Statement 7: Sustainable Development in Rural Areas

Key Principles

(ii) Good quality, carefully-sited accessible development within existing towns and villages **should be allowed where it benefits the local economy and/or community (eg affordable housing for identified local needs)**; maintains or enhances the local environment; and does not conflict with other planning policies.

(v) Priority should be given to the re-use of previously-developed ('brownfield') sites in preference to the development of greenfield sites, **except in cases where there are no brownfield sites available**, or these brownfield sites perform so poorly in terms of sustainability considerations (for example, in their remoteness from settlements and services) in comparison with greenfield sites.

(Planning policy manager Mr Gavin Clarke has confirmed there are no brownfield sites available in Caverswall).

Location of development

4. Planning authorities should set out in LDDs their policies for **allowing some limited development in, or next to, rural settlements that are not designated as local service centres**, in order to meet local business and **community needs and to maintain the vitality of these communities**. **In particular, authorities should be supportive of small-scale development of this nature** where it provides the most sustainable option in villages that are remote from, and have poor public transport links with, service centres.

Looking at the past and present situation in Caverswall, there used to be 3 shops in the village, there is now only 1, the parish council informs us the village post office in also currently under review.

Looking at the school situation in the village, the catchment area for both schools in the village has been spreading wider year on year, a clear indication that there are less children from Caverswall attending the schools.

Question :

If the many elderly residents within the village are under occupying their **family sized** home and there is a lack of suitable properties for them to down size to, how does new family growth take place.

1.1 STAFFORDSHIRE MOORLANDS DISTRICT COUNCIL

1.2 Report to Cabinet

13th March 2007

TITLE:	**Housing Strategy**
PORTFOLIO:	**Regeneration**
OFFICER:	**Corporate Director and Chief Finance Officer**
WARD:	**Non-Specific**

9.5 The Study was updated in 2004 to review affordability issues, given the significant increase house prices since the Study was carried out. The update demonstrated a dramatic increase in the number of new households who could no longer afford to access the housing market as first time buyers. This fact also increased the annual estimated shortfall of affordable housing from **114 dwellings** to **750** per annum. This distribution of this shortfall across the district is summarized in the table below:

	Average	
Leek	29.7%	222
Biddulph	23.8%	178
Cheadle	14.0%	105
Western Parishes	16.7%	125
Rural Area (North)	3.4%	25
Rural Area (South)	8.8%	66
Peak National Park	3.8%	29
District	100.0%	750

Please note the shortfall of affordable housing in the western parishes 125, Caverswall is part of the western parishes

SUPPLEMENTARY PLANNING GUIDANCE

HOUSING FOR LOCAL PEOPLE
&
AFFORDABLE HOUSING

H14 The District Council will seek to ensure that affordable housing both for sale and to rent is available to meet the needs of pensioners, single persons, first time buyers, low income groups and those with more specialised housing needs.

H15 Exceptionally planning permission may be granted for affordable housing on the edge of or within villages in rural areas on land that would not normally be released for development provided that:

a) the scheme would meet a proven local need that would not otherwise be met;

b) there are secure arrangements to ensure that the benefits of affordable housing will be enjoyed by subsequent occupiers as well as the initial occupiers;

c) any such land released will be additional to the provision made for general housing demand;

d) the development is of a scale and of a character appropriate to the location;

e) within the Green Belt small scale schemes may be permitted where suitable sites are available within existing settlements but only in those more extensive areas of Green Belt away from the urban fringe.

As per PPS3 the recommended minimum number of dwellings per hectare is 30, we are proposing 38, the proposed site is just under 1 hectare.

In terms of the scale of the proposed development, the scale of a development and the number of dwellings are often seen to be one and the same, this is not so, the word scale is there specifically, meaning the size of a development, the site we are proposing is almost equal in size to Mill Close of which it is directly adjacent too, Mill Close is a small Close of 24 dwellings, it is through careful layout and design that we have achieved 38, therefore being small in scale.

The Affordable Rural Housing Commission was set up in July 2005 by the **Department for Environment, Food and Rural Affairs** (**Defra**) and the **Office of the Deputy Prime Minister** (ODPM) – now the newly created Department for Communities and Local Government – to inquire into the scale, nature and **implications of the shortage of affordable housing for rural communities** in England and make **recommendations to help address unmet need**.

Page 13: of final report.

The constraints on supply have been quite deliberate. Since the 1950s, planning policy has been designed to protect the countryside and focus development in towns and cities. The unintended consequence of these otherwise laudable aims has, in the absence of other measures, **been to deprive rural areas of the funding and development sites they require to meet local need and ensure their continued vitality**.

Page 15:

There are potential problems for an increasingly ageing population if present trends continue. Not only will pensioners become more isolated as younger people move elsewhere, but they will as a result become more reliant on the kind of support services which are often provided by lower paid workers who will themselves find it increasingly difficult to afford to live in rural areas.

Page 21:

We were often told by rural communities that planning policy has been used to stop development of new affordable housing in rural areas rather than encouraging it. To unlock the planning system it is important to understand its foundations, and how recent changes could help it become a positive force for change.

Page 21:

Regional Spatial Strategies (RSS) make allocations for housing provision that reflect the nature of rural housing markets. At a local level **most affordable housing in villages** and market towns **should be delivered by allocating sites both for mixed development** and solely affordable housing. Where appropriate, windfall sites should be used. The rural exception site policy should be retained, but not relied on as the principal means of meeting rural affordable housing needs.

1 ODPM

Page 22:

Local Development Frameworks require Local Planning Authorities to:

Give priority to development on developable brownfield land, but where this is either insufficient or not available, developable greenfield land may be used instead

(Planning policy manager Mr Gavin Clarke has confirmed there are no brownfield sites available in Caverswall).

Make sufficient land available either within, or adjoining, market towns and villages for both affordable and market housing to sustain rural communities. In doing so, local planning authorities should have regard to the relevant sub-regional housing market assessment, regional spatial and housing strategies, and community and local housing strategies

Page 27:

Cross-subsidy from the private sector is playing an increasingly important role in delivering affordable housing. As stated in Chapter 2 we think it is one of the main vehicles for financing significantly more affordable rural housing. In practice, public subsidy and cross-subsidy from market housing are not alternatives but are often used together to make particular developments viable.

Baroness Andrews OBE Parliamentary Under Secretary of State Communities and Local Government **Housing Choices and Aspirations of Older People.**

Page 8 – Future Intentions.

However some older participants stressed the importance of considering housing options, and if necessary moving, when you are young enough to cope with moving.

Those few people who had moved said they had been determined to make a deliberate choice to move to a particular place, rather than be forced to move when they might not have the capacity to look at different alternatives and make a considered decision as to what was best for them. **For those who were moving, finding suitable properties either to buy or to rent was not always easy.**

Page 29

A further concern was that of the location of properties and access to other services for older people. As noted above, access to services and facilities is a key factor around decisions to move or stay put. Transport services were seen as key elements in allowing access to a wide range of services and amenities, not just those in their immediate neighbourhood, but also those that might be more centrally located in towns and cities. **The rural participants in particular** acknowledged that transport and access to services as they grew older would be problematic. Most hoped they would manage **and remain living in the settlement.**

The participants in the rural group, all of whom had experience of looking after elderly relatives at home, spoke about home care as a preferred option, **as they did not want to move from the settlement.** They also had low opinions of care homes.

PLANNING POLICY STATEMENT 3:

Determining planning applications:

69. In general, **in deciding planning applications**, Local Planning Authorities should have regard to:
- Achieving high quality housing.
- Ensuring developments achieve a good mix of housing reflecting the accommodation requirements of specific groups, **in particular**, families and **older people**.
- **The suitability of a site for housing**, including its environmental sustainability.
- Using land effectively and efficiently.

(In of terms of suitability, as previously mentioned, Mill Close and this proposed site was originally one parcel of land, there is an electric sub station adjacent to the proposed site and mains water / mains drainage / sewerage pipes running through it)

To summarise:

The proposal would include 50% affordable housing, as the census shows the elderly also require affordable housing.

Giving further consideration to the ratio of affordable housing proposed, had a 100% affordable housing proposal been financially viable, it would have negated the opportunity for those elderly residents wishing to down size, as they already have a home and would not qualify under the affordable housing legislation.

This potential scheme could serve the village / western parishes on several levels:

- Accommodating the needs of elderly residents wishing to down size.
- Providing much needed affordable housing.

Enabling the release of more family sized homes, by those wishing to down size, enabling the housing market to rotate as a whole (each tier could move up and release smaller more affordable properties), without the construction of more unnecessary larger dwellings, supporting the needs of first time buyer's is also an important issue, looking to the future, the same first time buyer's will be starting their own families within a few short years, needing homes of the type that are being under occupied by elderly residents, in the same few short years there will be less land available for development, thus compounding the situation.

Just recently the government released a report from:

Baroness Andrews OBE Parliamentary Under Secretary of State
Communities and Local Government,
Housing Choices and Aspirations of Older People, Research from the New Horizons Programme.

Our proposal would support these new findings and those within the the current Staffordshire Moorlands housing Needs Study, including the polices of, **planning policy statement 7 - Sustainable Development in Rural Areas, Staffordshire Moorlands District Council - Supplementary planning guidance – housing for local people & affordable housing.**

We have no wish to attempt to undermine the green belt policy, as we are in full support of the policy, providing the village with a courtyard style development would perhaps be a more beneficial use of the remainder of land that sits up against the existing development boundary and outside the Caverswall village conservation boundary.

We have been in preliminary talks with Moorlands Housing who have expressed a desire to purchase some of the potential affordable housing for their much needed housing stock, with regards to retaining any of the potential affordable housing to be preserved in perpetuity for the benefit of the village / western parishes, they have offered to prepare a section 106 agreement to be submitted with a full application should this outline application be successful, we would like to add that Moorlands Housing has given great advice and support.

Environment Report on Residential Property

AMY BURNS/ MR J D LINCOLN-LEWIS
LINCOLN-LEWIS & CO
DX: 712632
EDGBASTON 1

Your Reference ajm/ stuart-hall/ 07-0009

Our Reference 731751

Date 01-Mar-07

Fax / E-mail: 0121 454 7070

RECEIVED
- 5 MAR 2007

sitescope .co.uk

LOT 2, VICARAGE FARM, 129 SCHOOL LANE, CAVERSWALL, STOKE-ON-TRENT, STAFFORDSHIRE, ST11 9EN

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Edbrooke House, St Johns Road, Woking, Surrey GU21 7SE
DX: 148060 Woking 12
E-MAIL: property@stlgroup.co.uk
STL Group plc

Certificate

This Certificate is issued in respect of the Homecheck Professional Environmental Report 21089563_2 dated 28/02/2007 for the property described as:

Lot 2
Vicarage Farm
129 School Lane
Caverswall
ST11 9EN

Your Reference: AJM / STUART-HALL / 07-0009_HCP

Contaminated Land Assessment

RPS certifies that the level of environmental risk identified in the Homecheck Professional Environmental Report is not likely to be sufficient for the property to be described as "contaminated land" as defined by section 78(A)2 of Part IIA of the Environmental Protection Act 1990.

Lending Assessment

As the subject property has received a Certificate, it is the opinion of RPS that "contaminated land" issues should not have a significant impact on the security of the property for normal lending purposes.

Dated 28 February 2007

Signed
Andrew Troup MRICS
Chartered Environmental Surveyor
Director
RPS Consultants Ltd

This Certificate is based only on the information relating to historical land uses as shown by data sources collected by Sitescope Ltd and stated within the Homecheck Professional Environmental Report . This Certificate should be read in conjunction with both that Report and the Guide to the RPS Environmental Risk Certificate provided with this Certificate. No physical inspection of the Property has been carried out. This Certificate is subject to our prevailing terms of business as set out in the document entitled Sitescope Terms and Conditions.

Other Matters

Whilst outside the scope of Part IIA of the Environmental Protection Act 1990, and this Certificate, it should also be noted that the following additional environmental factors have been identified within the Report:

Coal Mining: The property is in or near a coal mining area. A coal mining search may be required. (See Section C.3)

Flood: The site is located within 250 metres of a flood plain, please refer to the detailed mapping in Section D.1 of this report for further information.

The purpose of the RPS Environmental Certificate is to assist the conveyancer in assessing the implications of the environmental risks identified in the Homecheck Professional Environmental Report and their possible impact on the security of the property for normal lending purposes. Such risks are identified from eleven key recorded environmental datasets which on their own or in combination and subject to their proximity to the subject site could lead to the property being described as "contaminated land" as defined by section 78(A)2 of Part IIA of the Environmental Protection Act 1990.

Under this legislation Local Authorities have a duty placed on them to identify land within their Borough, which falls within the statutory definition of being "contaminated land". Where land is identified as being "contaminated land", the Local Authority (or the Environment Agency in certain circumstances) must ensure that the site is remediated to ensure that the land is safe for its current usage.

For a site to be identified as "contaminated land" there must be a source of contamination that can find a pathway to affect the underlying groundwater, watercourse, people, building materials, or the natural environment (the receptor) AND be causing significant harm or likely to cause significant harm to the receptor. That is: for land to officially be deemed "contaminated land" a linkage must exist between the source, the pathway and the receptor. If any one of these is absent, then it cannot be classed as contaminated land under the Part IIA guidance. Each Local Authority has a contaminated land inspection strategy which explains the process they will be following.

2 Lending Assessment

In addition to the Certificate and to add further clarification to the result of the report, RPS provide an Opinion on whether the potential risk associated with the likelihood of the property being defined as "contaminated land" will have a significant impact on the security of the property for normal lending purposes.

3 Review Procedure

Where a sufficient level of potential risk has been identified within the report such that the property does not immediately receive a Certificate, the report is automatically forwarded to RPS for manual review by a qualified environmental consultant. The outcome of the manual review will either be a Certificate (in the majority of cases) or a detailed report on the outstanding matters that require further information to be obtained and other actions that may be necessary. Where a Certificate is not issued after a review, this does not necessarily mean there is a likelihood of contamination but that further information/action is required before a Certificate can be issued. The review will normally be completed within 2 working days. There is then the choice of instructing RPS to assist and carry out this further investigation or sourcing the information independently and forwarding it to RPS for further review.

The Certificate is based solely on the 13 key recorded environmental datasets defined below and as detailed in the Homecheck Professional Environmental Report and is NOT based on any physical inspection of the site or condition of the land. Whilst Sitescope uses the best available public sources of information to identify possible risks and sources of land use, Sitescope does not warrant that all potentially contaminative land uses or features whether past or current will be identified in the Homecheck Professional Environmental Report using these sources. Where sufficient risk is identified in the Homecheck Professional Environmental Report it does not necessarily mean that a property will be designated as contaminated land or a special site. It is the duty of the Local Authority to inspect the land in its area to determine if it meets the definition of contaminated land (as mentioned in Section 1 above). Until such investigations have taken place it will not be possible to confirm whether the site is likely to be designated as contaminated.

Under Part IIA of the Environmental Protection Act 1990, Local Authorities have a duty to inspect their land from time to time. This means that they may gather information at a later date, which may lead them to alter their decision on whether the land can be classed as contaminated. We recommend that for additional protection insurance cover be obtained. Please contact the Homecheck Professional Environmental Helpline (0870 606 1700) for further details on Land Insurance.

Other matters identified in the Homecheck Professional Environmental Report, which the conveyancer may wish to bring to the attention of the client, are set out together with appropriate guidance in the "Other Matters" section of the Certificate. These risks are outside the definition of **contaminated land** because they are outside the scope of Part IIA of the Environmental Protection Act 1990.

These risks are:
Flooding, Shallow Mining, Radon Gas, Coal Mining and Natural Subsidence. Where relevant, reference is also made to the report commissioned by DEFRA in relation to the impact on property values caused by their proximity to active landfill sites.

Where indicative flood plain is identified in close proximity to the property, enquiries should be made to confirm that insurance cover is available for this risk.

The Certificate ONLY applies to residential property with a valid planning consent, not to commercial/industrial property.

5 Methodology and Scope

The RPS Certificate is based on a risk assessment model designed by RPS specifically for the purpose described above. The model uses details set out in this Homecheck Professional Report to assess the risk from 13 key recorded environmental datasets. Using a point allocation system based on the contaminative nature of each land use identified and distance from the search site, the model determines if **sufficient risk** is present. The data used to assess **sufficient risk** is limited to:

1. *Historical Industrial land use*
2. *Current Industrial land use*
3. *Landfill sites*
4. *Waste Treatment sites*
5. *Waste Transfer (including scrap yards)*
6. *Fuel stations*
7. *Environment Agency IPPC (Part A1) sites*
8. *Local Authority IPPC (Part A2) sites*
9. *Local Authority APC (Part B) sites*
10. *Registered COMAH sites*
11. *Registered NIHHS sites*
12. *Contaminated Land Register*
13. *Pollution Incident Register*

6 Who is RPS?

RPS is part of the RPS Group plc, the largest Environmental Consultancy in Europe with over 3000 staff. As a leading advisor to the financial and property sector on potential environmental liabilities, RPS has developed statistical models to try to ensure that potential environmental liabilities are placed in a suitable risk context. RPS acts as a panel advisor to the majority of UK clearing banks.

7 Other Information

It is not possible to identify from records and historical mapping all contaminative land uses. For example, illegal tipping of poisonous substances by an unknown business or person could result in a remediation notice being issued on the current occupier of the land.

Introduction

This report is for use by lawyers and other professionals involved in residential conveyancing. It presents information in the following six key areas that are not covered by Standard Enquiries of Local Authorities:

Section A - Statutory Registers

This section of the report sets out information from statutory registers kept by the Environment Agency, local authorities and the Health and Safety Executive. It identifies any nearby industrial processes or installations which might have an environmental impact on the property.

The key areas covered are the existence of landfill and waste management sites, industrial processes regulated by the Environment Agency, the storage of hazardous substances, discharges to air, and industrial installations regulated by the Health and Safety Executive under NIHHS and COMAH Regulations.

Section B - Site History

This section of the report seeks to identify both past and present industrial land use. Its purpose is to identify any land which may have been put to a potentially contaminative use.

Section C - Land Instability

This section concerns coal mining, natural subsidence and mineral extraction, which are the principal cause of insurance claims. It is designed to highlight land instability issues which may affect the value or enjoyment of the property.

Section D - Natural Perils

This section concerns flooding and radon.

Section E - Groundwater

This section of the report sets out the source protection zones within 500m.

Section F - Telecommunication Base Stations

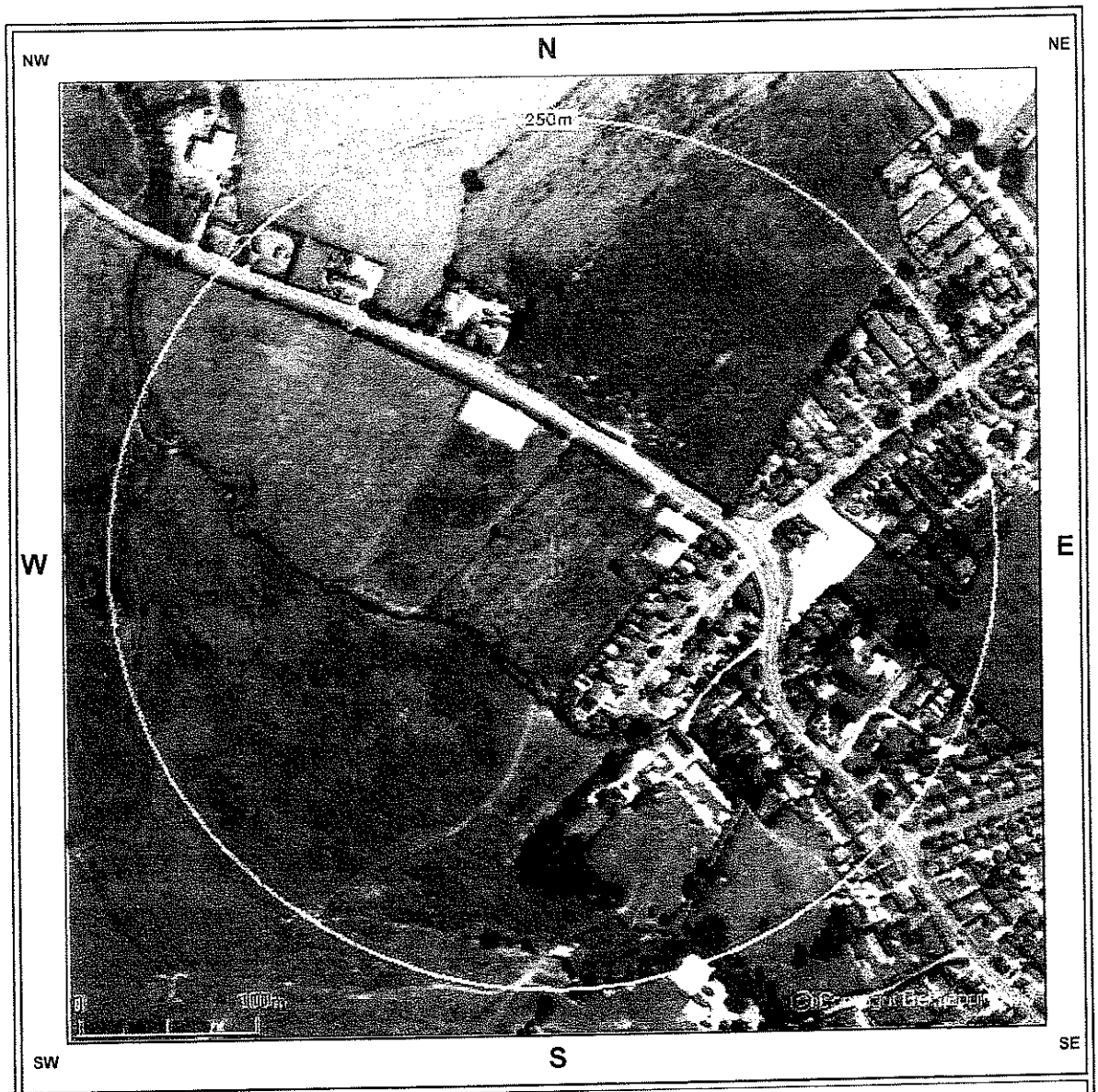
This section concerns Radio Masts for the area in which the property is located.

The Summary section of the report presents enquiries in a familiar and easy-to-understand question and answer format. Where a reply to an enquiry is Yes, further details are given for each question in the Additional Information section of the report.

Unless otherwise stated in the enquiry, the answers cover two search bands, 0-250 metres and 251-500 metres from the property. Contact details for the data providers are given in the Contacts section at the end of this report.

Footnotes

(1) The report should only be used in connection with one residential parcel of land (for the purpose of defining a single parcel of land Rule2(2) of the Local Land Charges Act 1997 is used). The report is based on the address and grid reference shown on the cover of this report and the replies are given in reliance on the accuracy and completeness of this information.
(2) The report is supplied subject to our current standard terms and conditions.
(3) The search is based on a UK National Grid Reference for the property. The grid reference used is shown on the cover of this report.
(4) The information in the report is supplied under licence to Sitescope Limited from various sources including: Environment Agency, British Geological Survey and Ordnance Survey.
(5) This report is a search of statutory and non-statutory sources of information which does not include any on-site survey or inspection of the property or its environs. Accordingly the report cannot in any way provide information as to the actual state of the property or land.
(6) The replies in this report are based on information currently supplied to Sitescope Limited by its data providers. Sitescope cannot guarantee the accuracy or the completeness of any information supplied to it by its data providers.
(7) Homecheck Professional is a Sitescope Product provided by Landmark Information Group Limited.

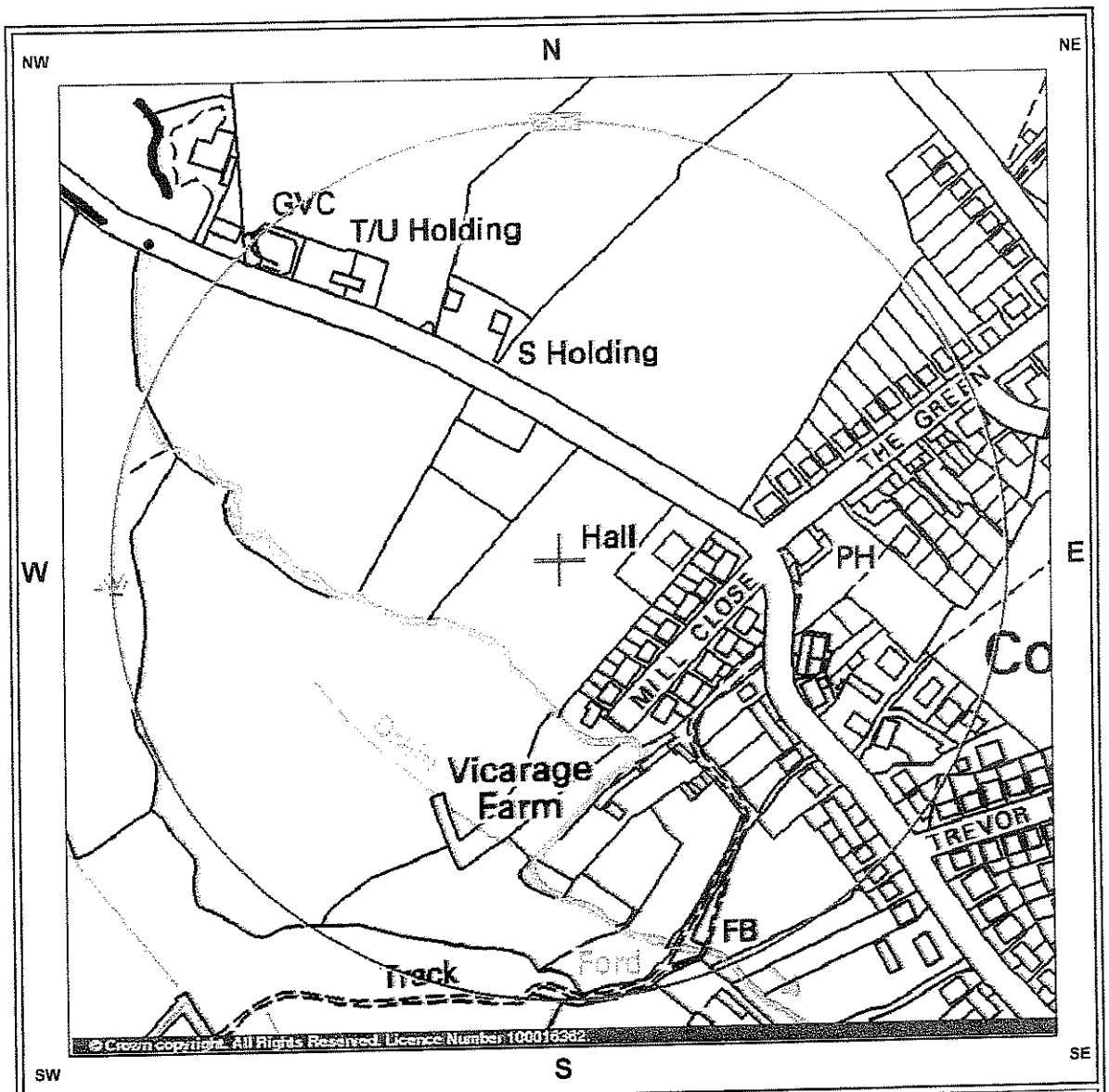


Map Legend

250m Search Band Date Range: 1999 - 2001 Image Resolution: 50cm

Search Details

Search address	Lot 2 Vicarage Farm 129 School Lane Caverswall ST11 9EN
Grid Reference	394400E 343384N
Date of Report	28/2/2007



Map Legend

Site location | 250m Search Band | Water Feature | Building Outline | Ordnance Survey Licensed Partner

Search Details

Search address	Lot 2 Vicarage Farm 129 School Lane Caverswall ST11 9EN
Grid Reference	394400E 343384N
Date of Report	28/2/2007

Section A - Statutory Registers

LANDFILL AND WASTE

Local Authority Landfill Sites

A.1.1 Are there any Local Authority recorded landfill sites?

Are there any Local Authority recorded landfill sites? The following list shows if local authorities covering the area of search have made landfill data available.

within 0 - 250 metres?	**No**
within 251 - 500 metres?	**No**

Staffordshire County Council - Has supplied landfill data
Staffordshire Moorlands District Council - Landfill data has been supplied by another authority
Stoke-on-Trent City Unitary Council - Landfill data has been supplied by another authority

Please refer to the Contacts section for contact information.

Landfill Sites

A.1.2 Are there any landfill sites or waste management facilities licensed by the environment Agency under Part II of Environmental Protection Act 1990 or any BGS Recorded Landfill sites?

within 0 - 250 metres?	**No**
within 251 - 500 metres?	**No**

Waste Transfer

A.2 Are there any Waste Transfer Sites (including scrapyards) licensed by the environment Agency under Part II of Environmental Protection Act 1990?

within 0 - 250 metres?	**No**
within 251 - 500 metres?	**No**

Waste Treatment and Disposal

A.3 Are there any other sites licensed by the environment Agency under Part II of Environmental Protection Act 1990 to treat, keep or dispose of controlled waste?

within 0 - 250 metres?	**No**
within 251 - 500 metres?	**No**

REGULATED INDUSTRIES

Integrated Pollution Control (IPC) Regulations

A.4 Are there sites authorised under Part 1 of the Environmental Protection Act 1990 or the Pollution Prevention and Control (England and Wales) Regulations 2000 to carry out processes subject to Integrated Pollution Control (IPC) or Integrated Pollution Prevention and Control (IPPC)?

within 0 - 250 metres?	**No**
within 251 - 500 metres?	**No**

Radioactive Substances

A.5 Are there any sites registered by environment Agency under the Radioactive Substances Act 1993 to keep or use radioactive materials?

within 0 - 250 metres?	**No**
within 251 - 500 metres?	**No**

Storage of Hazardous Substances

A.6 Are there any sites subject to hazardous substances consents granted by the relevant local authority under the Planning (Hazardous Substances) Act 1990?

within 0 - 250 metres?	**No**
within 251 - 500 metres?	**No**

Storage of Dangerous Substances

A.7	Are there any sites regulated by the Health and Safety Executive for storing specific dangerous substances under the Notification of Installations Handling Hazardous Substances (NIHHS) Regulations 1982?	within 0 - 250 metres?	No
		within 251 - 500 metres?	No

Control of Major Accident Hazards

A.8	Are there any sites regulated by the Health and Safety Executive under the Control of Major Accident Hazards (COMAH) Regulations 1999?	within 0 - 250 metres?	No
		within 251 - 500 metres?	No

AIR

Emissions to Air

A.9	Are there any sites subject to Local Authority Pollution Prevention and Control (LAPPC) under Part I of the Environmental Protection Act 1990 or the Pollution Prevention Control Act 1999?	within 0 - 250 metres?	No
		within 251 - 500 metres?	No

WATER ABSTRACTION AND DISCHARGES

Abstraction Licences

A.10	Are any sites licensed to abstract water by the environment Agency in accordance with the Water Resources Act 1991?	within 0 - 250 metres?	No
		within 251 - 500 metres?	No

Discharges to Water

A.11	Are there any authorisations issued by the environment Agency (and its predecessor, the National Rivers Authority) to discharge to the watercourse from non-IPC processes in accordance with the Water Resources Act 1991?	within 0 - 250 metres?	No
		within 251 - 500 metres?	Yes
		Please refer to the Additional Information section for details of records found.	

CONTAMINATED LAND REGISTER

Contaminated Land Register Entries and Notices

A.12	Are there any Contaminated Land Register Entries and Notices from the Local Authority as defined by 78(A) 2 of Part IIA of the Environmental Protection Act 1990?	within 0 - 250 metres?	No
		within 251 - 500 metres?	No

CONTRAVENTIONS

Contraventions

A.13	Are there any records of any enforcements, prohibitions, or prosecutions relating to questions in Section A or any Substantiated Pollution Incidents?	within 0 - 250 metres?	No
		within 251 - 500 metres?	No

Footnotes:

Question A.1 The Landfill Sites and Licensed Waste Management Facilities have been provided by the relevant environment agency or Local Authority (where available). At present no complete national data set exists for landfill site boundaries, therefore, a point grid reference, provided by the data supplier, is used for some landfill sites. In certain cases the point grid references supplied provide only an approximate position, and can vary from the site entrance to the centre of the site. For Registered Landfill Sites, where the positional accuracy of the site is unclear, a "buffer" is constructed around the point to warn of the possible presence of landfill.

Question A.2. The Waste Transfer Sites comprise both current and historic sites sourced from the relevant environment Agency. In certain cases it has been possible to source site boundaries.

Question A.3. The Waste Treatment and Disposal Sites comprise both current and historic sites sourced from the relevant environment Agency. In certain cases it has been possible to source site boundaries.

Question A.6 The response to this question is based on data supplied by Local Planning Authorities.

Question A.10 The response to this question is based on details of abstraction licences issued by the relevant Agency.

Question A.11 The response to this question is based on details of consents issued by the relevant environment Agency to discharge to the watercourse.

Question A.12 The contaminated land regulations, enacted in 2000, give effect to relevant sections of the Environmental Protection Act (1990) in regards to contaminated land. There are three sets of regulations that relate to England, Scotland and Wales. They are Contaminated Land (England) Regulations 2000 (SSI227), Contaminated Land (Scotland) Regulations 2000 (SI 178), and Contaminated Land (Wales) Regulations 2001 (WSI 2197) respectively. There is also statutory guidance that complements the regulations. The regulations give power to define special sites, contaminated land and to remediate any land defined as contaminated as well as exclude and apportion liability for remediation.

Section B - Site History

LAND USE

Past Industrial Land Use

B.1	Are there any industrial sites (indicating potentially contaminative land use) shown on historical Ordnance Survey maps?	**within 0 - 250 metres?**	**Yes**
		Please refer to the Additional Information section for details of records found.	

Current Industrial Land Use

B.2	Are there any industrial sites (indicating potentially contaminative land use) in Trade Listings?	**within 0 - 250 metres?**	**No**

Footnotes:

Question B.1 Historical maps are a valuable and recognised source of information for investigating site history. They assist in identifying any previous potential contaminative uses or potential infilling of land which may have been carried out at a particular location.

The Historical Industrial Land Use data used in this reply is the result of a systematic analysis of 1:10,560 scale Ordnance Survey maps dating from the 1880s, as well as selected 1:10,000 scale Ordnance Survey National Grid Series.

Evidence of past potential contamination and potentially infilled land is drawn from a series of up to six historic map editions. The first of these editions will be the earliest County Series maps, which date from between 1860 and 1890 and are to a scale of 1:10,560. The second edition of County Series maps dates from circa 1900, and the third circa 1930.

In addition, evidence of Historical Tanks and Energy Facilities has been identified from the location of text on 1:2,500 and 1:1,250 historical Ordnance Survey maps covering a period from 1943-1996.

Question B.2 The reply to this question is based on contaminative industrial uses identified from current published trade directories.

Section C - Land Instability

SUBSIDENCE

Natural Ground Instability

C.1 What is the potential for natural ground instability in the search area?

Very Low

The BGS indicate that there is a very low potential for natural ground instability in the search area. Further action is unlikely to be required. Nevertheless, surveyors should remain aware that this assessment is based only on information available to the BGS at the time of assessment, and that local ground conditions can vary from those predicted and caution should always be exercised. Please refer to the Additional Information section for details of records found and details of how natural ground instability is broken down into its components.

MINING AND MINERAL EXTRACTION

Shallow Mining

C.2 What is the potential for ground instability relating to shallow mining in the search area?

No Hazard

The British Geological Survey has assessed the area of search as having no hazard of property damage from subsidence relating to shallow mining. Further action is unlikely to be required. Nevertheless, surveyors should remain aware that locally uncharted mine workings may be present.

Coal Mining Areas

C.3 Is the property in a coal mining area or in an area (without past or present, deep or open-cast, coal mining activity) in which coal bearing strata are known or expected to be present?

Yes

A coal mining search may be required.

Mineral Extraction and Quarrying

C.4 Are there sites where quarrying or mineral extraction activity occurs or has previously occurred?

within 0 - 250 metres?	**No**
within 251 - 500 metres?	**No**

Footnotes:

Question C.1 This assessment is based on 1:50,000 scale digital map information, showing the potential for natural ground instability related to the underlying geology, supplied by the BGS. It takes into account the principal natural ground stability hazards in the UK, including shrink-swell clay, landslide, ground solution, compressible ground, collapsible ground and running sand.

Question C.2 This assessment is based on information supplied by the BGS and takes into account many types of mining in addition to coal, such as ironstone or limestone extraction. Shallow mine workings less than 40 metres below the ground surface are considered to cause a particular ground stability hazard as they can sometimes produce potentially damaging surface collapses. This shallow mining search does not take into account deeper mining, which can be assessed through a Coal Authority mining search described at C.3.

Question C.3 The reply to this question indicates whether it is advisable to obtain a coal mining search from the Coal Authority.

Question C.4 The reply to this question is based upon the BGS compendium of mines, quarries and mineral sites operating commercially in England and Wales since 1993. The original data was compiled by BGS in 1993-94 primarily from BGS records and from information supplied by local authorities, industrial sources and the Valuation Office Agency.

Section D - Natural Perils

FLOODING

Flood Risk

D.1.1 Is the property in or within 250m of an area affected by flooding (Zone 3) or extreme flooding (Zone 2)?

Yes

Please refer to the Additional Information section to see the flood map.

Flood Defence

D.1.2 Is the property in or within 250m of flood defences?

No

Flood Defended Area

D.1.3 Is the property in or within 250m of an area benefiting from flood defences?

No

RADON AND RADON PROTECTION MEASURES

Radon Affected Area

D.2 Is the property in a radon-affected area as defined by the Health Protection Agency (HPA) and if so what percentage of homes are above the action level?

Less than 1% of homes are above the Action Level

Whether or not a home actually has a basic or high radon concentration can only be established by having the building tested. The HPA provides a radon testing service, please refer to the Contacts section of this report.

Radon Protection Measures

D.3 Is the property in an area where radon protection measures are required for new properties or extensions to existing ones under building regulations BR211?

No radon protective measures are necessary

Footnotes:

Question D.1.1 The replies given in England and Wales are based on the Environment Agency's Flood Map, specifically the extent of flooding. This shows flooding from rivers or sea without defences i.e. the natural flood plain area that could be affected in the event of flooding from rivers and the sea. An area affected by flooding (Zone 3) indicates the extent of a flood with a 1% (1 in 100) chance of happening each year from a river and a 0.5% (1 in 200) chance of happening each year from the sea. The extreme flooding (Zone 2) indicates the extent of a flood with a 0.1% (1 in 1000) chance of happening each year.

Question D.1.2 The replies given in England and Wales are based on the Environment Agency's Flood Map, specifically the flood defences. This includes linear flood defences (such as walls and embankments) and flood water storage areas (such as reservoirs and basins). The linear flood defences shown are normally those built within the last 5 years to a specified standard. As a result not all flood defences may be shown.

Question D.1.3 The replies given in England and Wales are based on the Environment Agency's Flood Map, specifically the areas benefiting from flood defences. This shows areas that benefit from flood defences, in the event of a river flood with a 1% (1 in 100) chance of happening each year, or a flood from the sea with a 0.5% (1 in 200) chance of happening each year. If the defences were not there, these areas would flood.

Question D.2 The HPA recommends an 'Action Level' of 200 Becquerels per cubic metre. Where more than 1% of houses are estimated to exceed the Action Level the area should be regarded as radon-affected for existing dwellings.

Question D.3 Where it is estimated that the radon concentration in 3% or more of homes exceeds the 'Action Level', protective measures need to be installed in new dwellings (and extensions to existing ones) since 1999. These areas are estimated through a combined analysis of geological data from the British Geological Survey (BGS) and measurement data from the Health Protection Agency (HPA). The dual data system forms the basis for the Building Research Establishment guidance on radon protective measures for new dwellings (BR211, 1999).

Section E - Groundwater

Source Protection Zones

E.1 Is the property in an area of concern around a protected water source?

within 0 - 250 metres?	**Yes**
within 251 - 500 metres?	**Yes**

Please refer to the Additional Information section for details of records found.

Footnotes:

Question E.1 The reply to this question is based upon information provided by the Environment Agency in England and Wales. They represent areas that form the catchments to water supplies that are potentially vulnerable to contamination from polluting activities. The criteria has been assigned to nearly 2000 major groundwater supplies. Different areas have been designated to the groundwater source catchments depending primarily upon the time it would take a pollutant to reach the source. Boreholes and springs, which are the abstraction points for the groundwater, have also been identified.

Section F - Telecommunication Base Stations

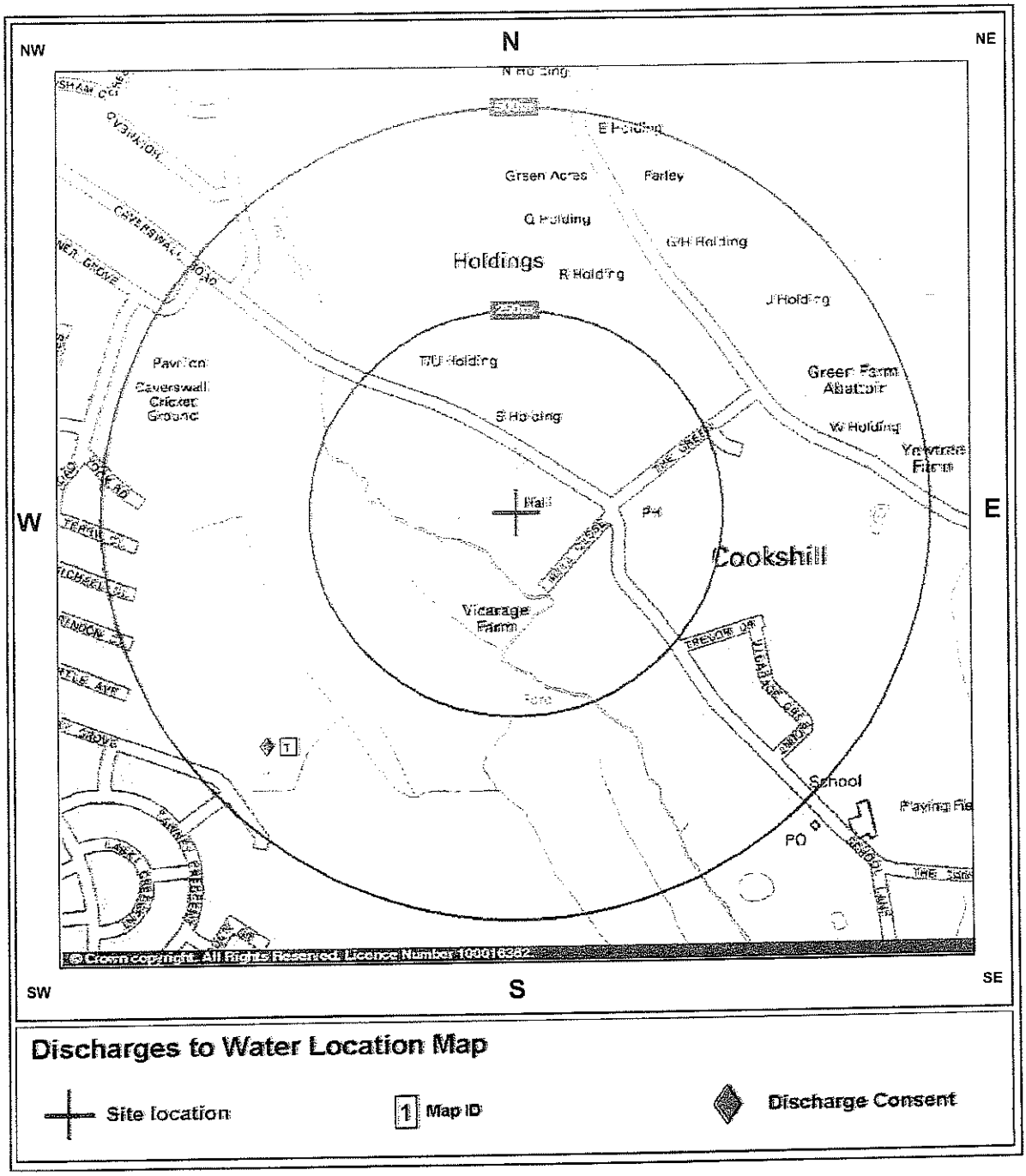
F.1	Are there any Potential Telecommunication Base Stations in the area in which the property is situated?	**within 0 - 250 metres?**	**No**
		within 251 - 500 metres?	**No**

Footnotes:

Question F.1 This data is based on data provided by the Radio Communication Agency. The data is the site clearance register of telecommunication masts which are above 30 metres in height and/or with a power level above 17dBW and are not confidential. Both actual and currently proposed sites are included. It should be noted that the radio masts are not necessarily freestanding but might equally consist of an antenna attached to an existing building or other structure.

Section A - Statutory Registers

A.11 - Discharges to Water - Records within 0 - 500m



Discharges to Water Location Map

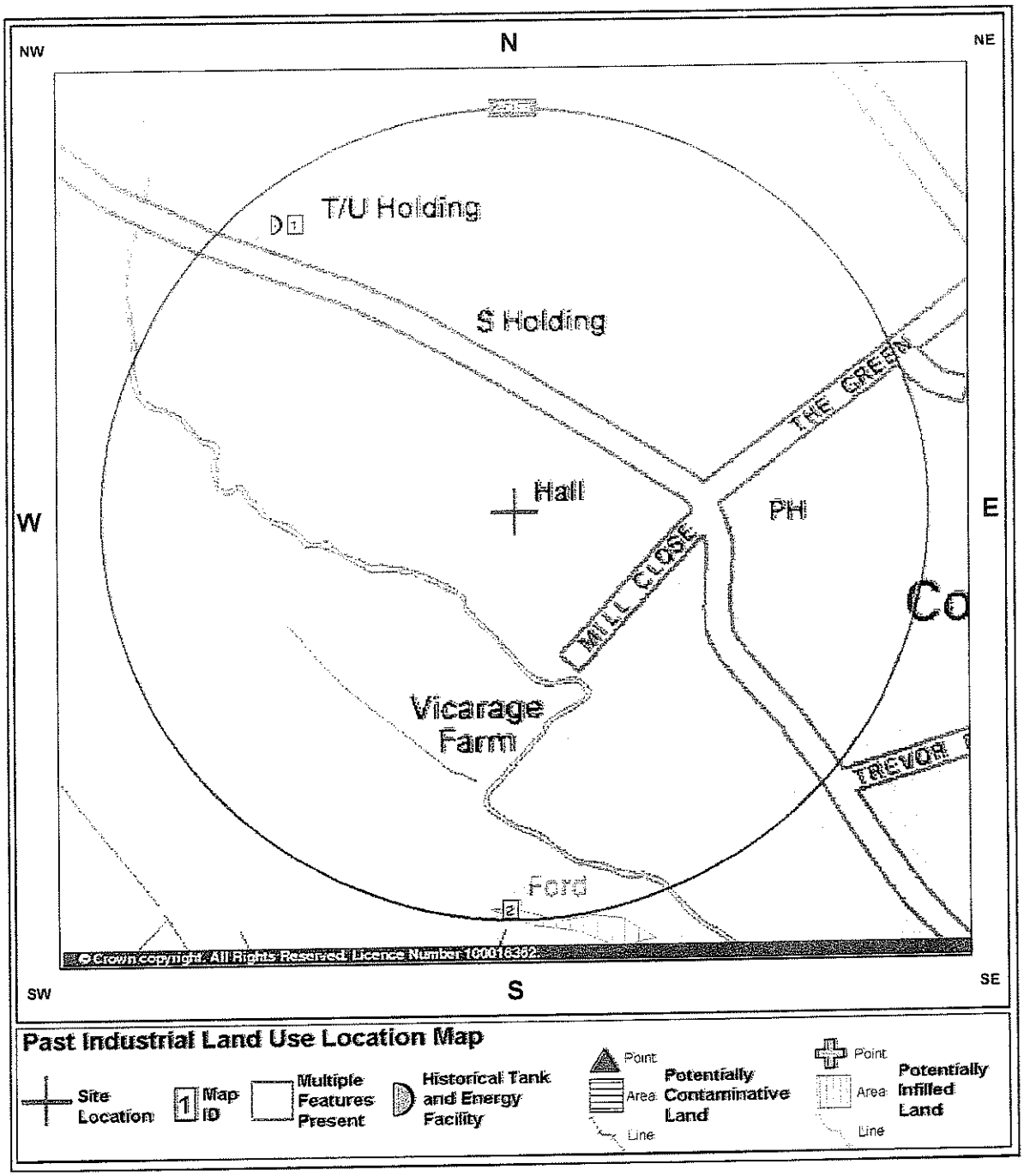
Site location | 1 Map ID | Discharge Consent

Discharge Consents

Map ID	1
Contact Number	**1**
Direction	South-West
Distance	414m
Operator:	Severn Trent Water Limited
Property Type:	Undefined Or Other
Location:	Wood Farm Housing Estate,Meir,Staffordshire
Authority:	Environment Agency, Midlands Region
Catchment Area:	Upper Trent Catchment
Reference:	T/06/00184/O
Permit Version:	1
Effective Date:	31st August 1954
Issued Date:	31st August 1954
Revocation Date:	27th March 2000
Discharge Type:	Discharge Of Other Matter-Surface Water
Discharge Environment:	Freshwater Stream/River
Receiving Water:	River Blithe (Trib)
Status:	Revoked (Water Resources Act 1991, Section 88 & Schedule 10 as amended by Environment Act 1995)
Positional Accuracy:	Located by supplier to within 100m

Section B - Site History

B.1 - Past Industrial Land Use - Records within 0 - 250m



Historical Tanks And Energy Facilities

Map ID	1
Direction	North-West
Distance	230m
Use:	Gas Monitoring Facilities
Scale of Mapping:	1:2,500
Date of Mapping:	1972

Potentially Infilled Land (Water)

Map ID	**2**
Direction	South
Distance	244m
Use:	Unknown Filled Ground (Pond, marsh, river, stream, dock etc)
Date of Mapping:	1938

Section C - Land Instability

C.1 - Natural Ground Instability - Records within 0 - 250m

Potential for Collapsible Ground Stability Hazards

Description No Hazard

Potential for Compressible Ground Stability Hazards

Contact Number **2**
Direction -
Buffer: 0-50m
Hazard Potential: No Hazard
Source: British Geological Survey, National Geoscience Information Service

Potential for Ground Dissolution Stability Hazards

Description No Hazard

Potential for Landslide Ground Stability Hazards

Contact Number **2**
Direction -
Buffer: 0-50m
Hazard Potential: Very Low
Source: British Geological Survey, National Geoscience Information Service

Potential for Running Sand Ground Stability Hazards

Contact Number **2**
Direction -
Buffer: 0-50m
Hazard Potential: Very Low
Source: British Geological Survey, National Geoscience Information Service

Potential for Shrinking or Swelling Clay Ground Stability Hazards

Contact Number **2**
Direction -
Buffer: 0-50m
Hazard Potential: Very Low
Source: British Geological Survey, National Geoscience Information Service

The search results for natural subsidence above indicate the likelihood of each hazard occurring within the buffer zone. An indication of a hazard does not necessarily mean that a particular property will be affected by subsidence problems, as this also depends on factors such as property type or proximity to trees. How a particular property may be affected can only be determined by a more detailed search and/or further investigation of the site and property.

Shrink-Swell Clay Hazard
Swelling Clays can change volume due to variation in ground moisture. This can cause ground movement, particularly in the upper 2 metres of the ground that may affect foundations. Ground moisture variations can be related to a number of factors, including weather variations (annual or longer term), vegetation effects (particularly growth or removal of trees) and man-made activity.

Collapsible Ground Hazard
Certain kinds of rock have an open porous structure, which means they can collapse suddenly when a load is placed on them (such as a building) or when they become saturated, causing potential damage to overlying property.

Compressible Ground Hazard
Certain types of ground, such as that developed beneath river plains, can contain very soft layers or pockets. These can compress under the weight of overlying structures, such as buildings, resulting in progressive depression of the ground and disturbance of foundations.

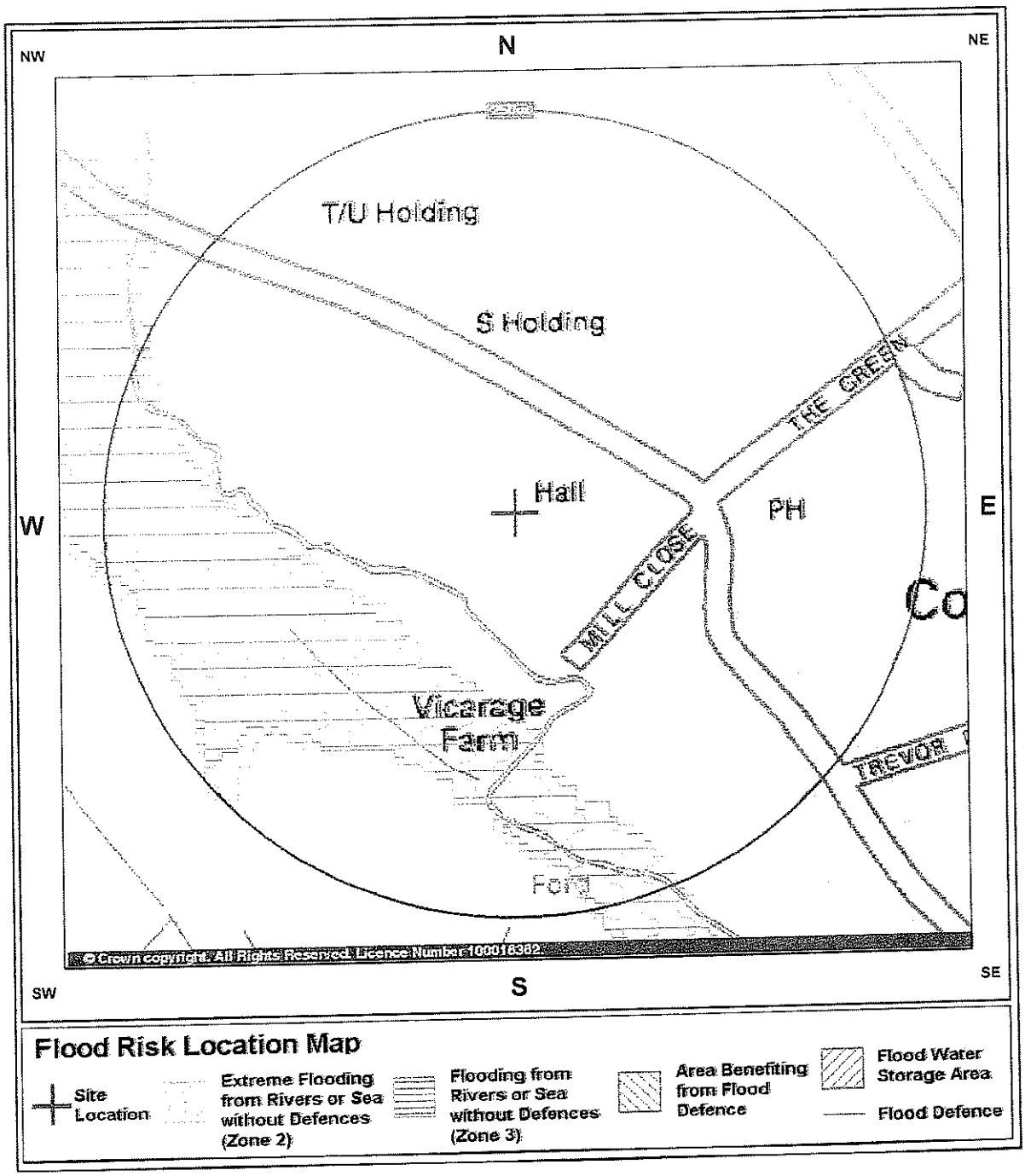
Ground Dissolution Hazard
Ground dissolution occurs when certain types of bedrock contain layers of material that can dissolve within the ground water. This can cause underground cavities to develop that, with time, can reach the surface and cause significant ground movement, such as development of collapse hollows that can directly impinge on buildings.

Landslide Hazard
Landslide hazard occurs due to particular types of slopes becoming unstable under certain circumstances, causing down-slope movement of the ground and disruption to buildings. A combination of factors, including, amongst others, the rock type, the presence of excess water (natural or relating to man-made activity), the angle of the slope, and construction work, for example, cuttings or embankments, can all contribute.

Running Sand Hazard
Some rocks can contain loosely packed sandy layers that can become fluidised by water flowing through them. This may happen, for example, around natural springs, or where excavations in sand go below the water table, or around leaking drains and mains water supply pipes. Such sands can 'run', removing support from overlying buildings and causing potential damage.

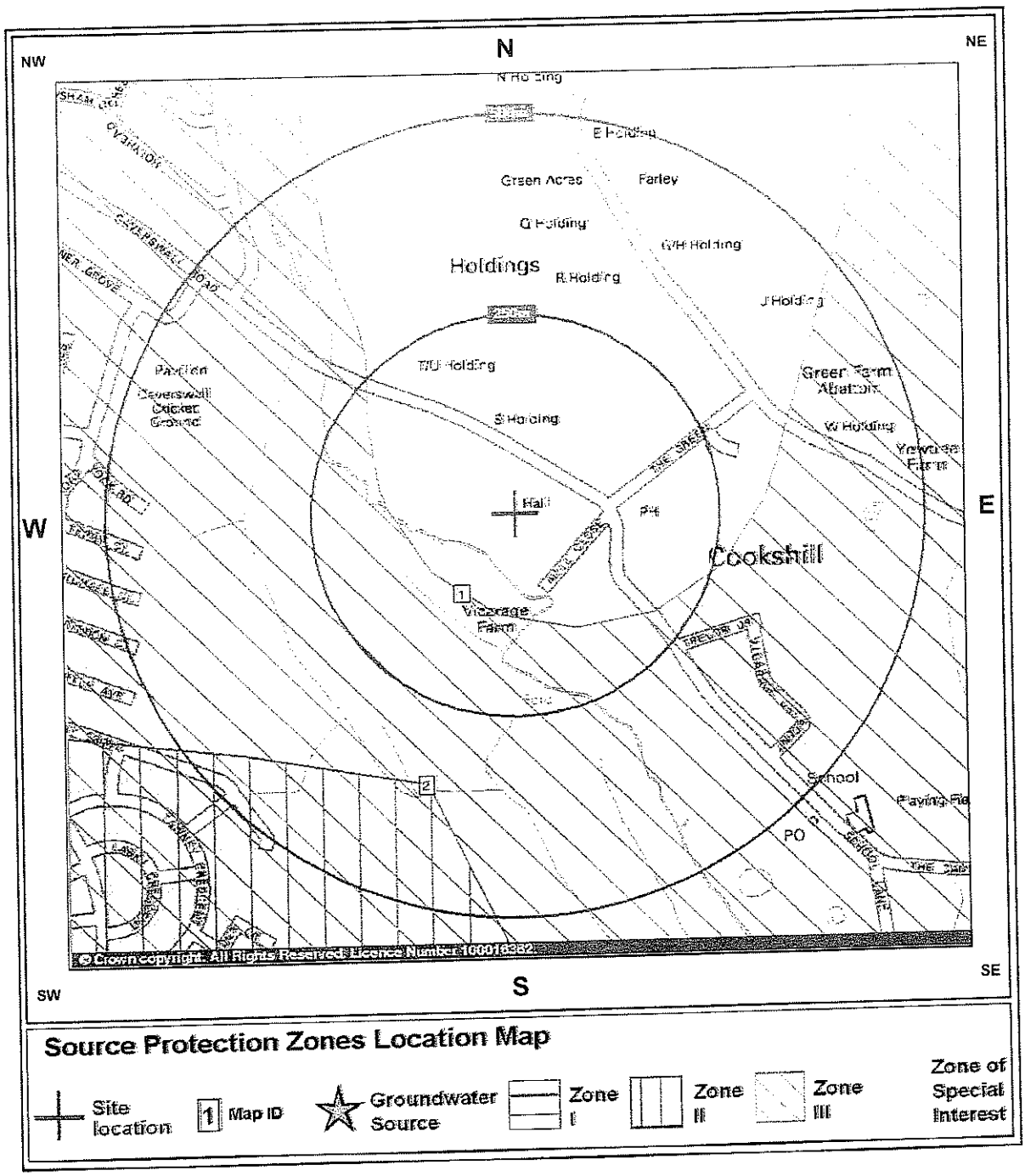
Section D - Natural Perils

D.1 - Flooding - Records within 0 - 250m



Section E - Groundwater

E.1 - Source Protection Zones - Records within 0 - 500m



Source Protection Zones

Map ID	1
Contact Number	1
Direction	South-West
Distance	115m
Name:	Various
Source:	Environment Agency, Head Office
Reference:	Not Supplied
Type:	Zone III (Total Catchment): The total area needed to support the discharge from the protected groundwater source.

Map ID	2
Contact Number	1
Direction	South
Distance	352m
Name:	Meir
Source:	Environment Agency, Head Office
Reference:	MD195
Type:	Zone II (Outer Protection Zone): Either 25% of the source area or a 400 day travel time whichever is greater.

1 **Environment Agency - National Customer Contact Centre (NCCC)**
Po Box 544
Templeborough
Rotherham
S60 1BY

Telephone 08708 506 506

Email enquiries@environment-agency.gov.uk

2 **British Geological Survey - Enquiry Service**
British Geological Survey
Kingsley Dunham Centre
Keyworth
Nottingham
Nottinghamshire
NG12 5GG

Telephone 0115 936 3143 Fax 0115 936 3276

Email enquiries@bgs.ac.uk

Website www.bgs.ac.uk

The BGS can provide a detailed geological report on the area in which the property is located.

Staffordshire County Council - Waste Management
Departmental Headquarters
Greenhall
Lichfield Road
Stafford
Staffordshire
ST17 4LA

Telephone 01785 223121

Website www.staffordshire.gov.uk

Staffordshire Moorlands District Council - Environmental Health Department
Moorlands House
Stockwell Street
Leek
Staffordshire
ST13 6HQ

Telephone 01538 483483 Fax 01538 483737

Website www.staffsmoorlands.gov.uk

Stoke-on-Trent City Council - Department of Environment and Transport Division
Cromer Road
Northwood
Stoke-On-Trent
Staffordshire
ST1 6QN

Website www.stoke.gov.uk

The Coal Authority - Mining Report Service
200 Lichfield Lane
Mansfield
Nottinghamshire
NG18 4RG

Telephone 0845 7626848 DX 716176 Mansfield 5

Email thecoalauthority@coal.gov.uk

Health Protection Agency
Chilton
Didcot
Oxfordshire
OX11 0RQ

Telephone 01235 831600 Fax 01235 833891

Anyone concerned about the radon levels in their home can obtain a free information pack about radon (including details of how to obtain a test kit) by leaving their name, address and postcode on the free telephone number 0800 614529. Further information is also available on the HPA website.

STL Group plc
Edbrooke House
St Johns Road
Woking
Surrey
GU21 1SE

Telephone 0800 282763 Fax 01483 756837

Email homecheck1@stlprof.co.uk

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vi. prospective buyers of the Property Site as part of an Information Pack but for the avoidance of doubt, Sitescope shall have no liability to such prospective buyer unless the prospective buyer subsequently purchases the Property Site, and the prospective (or actual) buyer shall not be entitled to make the Service available to any other third party.

Accordingly Sitescope 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 Sitescope's liability as set out in clause 6 shall apply to all users of the Service in question in aggregate and Sitescope shall not be liable to any other person.

d. All parties given access to the Services agree that they will treat as strictly private and confidential the Services and all information which they obtain from the Services and shall restrict any disclosure to employees or professional 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.

e. Each recipient of the Services agrees (and agrees it will cause its employees, agents or contractors who may from time to time have access to the Services to agree) it will not, except as permitted herein or by separate agreement with Sitescope:-

i. effect or attempt to effect any modification, merger or change to the Service, nor permit any other person to do so; or
ii. copy, use, market, re-sell, distribute, merge, alter, add to or carry on any redistribution, reproduction, translation, publication, reduction to any electronic medium or machine readable form or commercially exploit or in any other way deal with or utilise or (except as expressly permitted by applicable law) reverse engineer, decompile or disassemble the Services, Content or Website; or
iii. remove, alter or in any way change any trademark or proprietary marking in any element of the Services and You shall acknowledge the ownership of the Content, where such Content is incorporated or used into Your own documents, reports, systems or services whether or not these are supplied to any third party.
iv. create any product which is derived directly or indirectly from the data contained in the Services

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

g. You are permitted to make five copies of any Report, but are not authorised to re-sell the Report, any part thereof or any copy thereof unless you are an Authorised Reseller. Further copies may not be made in whole or in part without the prior written permission of Landmark who shall be entitled to make a charge for each additional copy.

4. Charges

a. VAT at the prevailing rate shall be payable in addition to the Sitescope Fees. You shall pay any other applicable indirect taxes related to Your use of the Services.

b. An individual or a monthly invoice showing all Orders created by You will be generated subject to these Terms. You will pay the Sitescope Fees at the rates set out in Sitescope's or its Authorised Reseller's invoice. The Sitescope Fees are payable in full within 30 days without deduction, counterclaim or set off. You acknowledge that time is of the essence with respect to the payment of such invoices. Sitescope reserve the right to amend the Sitescope Fees from time to time and the Services will be charged at the Sitescope Fee applicable at the date on which the Service is ordered.

c. We may charge interest on late payment at a rate equal to 3% per annum above the base lending rate of National Westminster Bank plc.

d. Sitescope or its Authorised Reseller shall not be obliged to invoice any party other than You for the provision of Services, but where Sitescope or its Authorised Reseller does so invoice any third party at Your request, and such invoice is not accepted or remains unpaid, Sitescope 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 Sitescope or its Authorised Reseller to provide an element or elements of the Services shall not prejudice Sitescope's or its Authorised Reseller's ability to require payment in respect of the Services delivered to You.

5. Termination

a Sitescope may suspend or terminate Your rights under these Terms without any liability to You with immediate effect if at any time:-

i. You fail to make any payment due in accordance with clause 4;
ii. You repeatedly breach or commit or cause to be committed any material breach of these Terms; or
iii. You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so; additionally, without prejudice to the foregoing, Sitescope may remedy the breach and recover the costs thereof from You.

b. If Your rights are terminated under this clause and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us in relation to the value of Services previously purchased.

c. Sitescope reserves the right to refuse to supply any or all Services to You without notice or reason.

6. Liability

a. We provide warranties and accept liability only to the extent stated in this clause 6 and clause 7.

b. Nothing in these Terms excludes either party's liability for death or personal injury caused by that party's negligence or wilful default, and the remainder of this clause 6 is subject to this provision and Your statutory rights.

c. As most of the information contained in the Services is provided to Sitescope by others, Sitescope cannot control its accuracy or completeness, nor is it within the scope of Sitescope's Services to check the information on the ground. Accordingly, Sitescope will only be liable to You for any loss or damage caused by its negligence or willful default and neither Sitescope 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 Sitescope have any liability if the Services are used otherwise than in accordance with these Terms.

d. Save as precluded by law, Sitescope 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 Sitescope.

e. In any event, and notwithstanding anything contained in these Terms, Sitescope's liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising by reason or in connection with this Contract (except in relation to death or personal injury) shall be limited to an aggregate amount not exceeding £1 million if the complaint is in relation to a Report on residential property and an aggregate amount not exceeding £10 million in respect of any other Report or Service purchased from Sitescope.

f. Sitescope will not be liable for any defect, failure or omission relating to Services that is not notified to Sitescope within six months of the date of the issue becoming apparent and in any event, within twelve years of the date of the Service.

g. You acknowledge that:-

i. 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 Sitescope is not a Third Party Content supplier). Sitescope 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 Sitescope will use reasonable efforts to correct any inaccuracies within a reasonable period of them becoming known to us,
ii. Sitescope's only obligation is to exercise reasonable skill and care in providing environmental property risk information to persons acting in a professional or commercial capacity who are skilled in the use of property and environmental information and You hereby acknowledge that You are such a person;
iii. no physical inspection of the Property Site reported on is carried out as part of any Services offered by Sitescope and Sitescope do not warrant that all land

uses or features whether past or current will be identified in the Services. The Services do not include any information relating to the actual state or condition of any Property Site nor should they be used or taken to indicate or exclude actual fitness or unfitness of a Property Site for any particular purpose nor should it be relied upon for determining saleability or value or used as a substitute for any physical investigation or inspection. Sitescope recommends that You inspect and take other advice in relation to the Property Site and not rely exclusively on the Services.

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

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

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

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

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

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

h. All liability for any insurance products purchased by You rests solely with the insurer. Sitescope 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 Sitescope 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. Sitescope 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 Sitescope accepts no liability in this regard. The provision of a Report does not constitute any indication by Sitescope that insurance will be available on the property.

i. If Sitescope 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, Sitescope 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. Sitescope 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 Sitescope products include RPS Plc & Wilbourn Associates Limited. Copies of their terms and conditions are available on request from Sitescope.

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

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

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

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

n. Where Sitescope provides its own risk assessment in connection with any Report, Sitescope shall carry out such assessment with all reasonable skill and care but shall have no liability for any such risk assessment conclusion which is provided for information only, save where Sitescope conducted the same negligently, in which case the provisions of clause 6 shall apply. Notwithstanding the provision of any such risk assessment conclusion you should carefully examine the remainder of the Report and should not take or refrain from taking any action based solely on the basis of the risk assessment. For the avoidance of doubt, the provisions of this clause 5n apply solely to risk assessments conducted by Sitescope, and the provision of any other risk assessment by a third party shall be governed by such third party's terms in accordance with the provisions of clause 6l above

7. Contribution

a. Save where expressly provided, this clause 7 shall apply solely to those Homecheck Professional Environmental Reports where RPS certify that the level of environmental risk identified in the report is not likely to be sufficient for the property to be described as "contaminated land" as defined by section 78(A)2 of Part IIA of the Environmental Protection Act 1990 and where RPS should have identified such risk. Nothing in this clause 7 shall operate to override or vary the provisions of clause 6.

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

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

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

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

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

iv. The Contribution will not be paid in respect of any of the following:

Radioactive contamination of whatsoever nature, directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Asbestos arising out of or related in any way to asbestos or asbestos-containing materials on or in structures or services serving the structures.

Naturally occurring materials arising from the presence or required removal of naturally occurring materials except in circumstances where such materials are present in concentrations which are in excess of their natural concentration.

Intentional non-compliance arising from the intentional disregard of or knowing, wilful or deliberate non-compliance by any owner or occupier of the Property Site with any statute, regulation, administrative complaint, notice of violation, or notice letter of any Regulatory Authority.

Any condition which is known or ought reasonably to have been known to the First Purchaser or the First Purchaser's Lender prior to the purchase of the Report.

Any condition which is caused by acts of War or an Act of Terrorism

Any property belonging to or in the custody or control of the First Purchaser which does not form a fixed part of the Property Site or the structure.

Any fines liquidated damages punitive or exemplary damages.

Any bodily injury including without limitation, death, illness or disease, mental injury, anguish or nervous shock.

Any financial loss in respect of any loss of any rental, profit, revenue, savings or business or any consequential indirect or economic loss damage or expense including the cost of rent of temporary premises or business interruption.

Any losses incurred following a material change in use of, alteration or development of the Property Site.

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

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

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

g. In the event the First Purchaser or First Purchaser's Lender wishes to claim any Contribution, it shall notify Sitescope in writing within 2 months of the date of the Notice. The First Purchaser or First Purchaser's Lender (as applicable) shall comply with all reasonable requirements of Sitescope with regard to the commission and conduct of the remediation works to be carried out under the Notice, and in the event the First Purchaser or First Purchaser's Lender (as applicable) does not do so, including without limitation, obtaining Sitescope's prior written consent to any estimates for such works or complying with any other reasonable request by Sitescope, Sitescope shall not be required to pay any Contribution. Notwithstanding the payment of the Contribution by Sitescope the First Purchaser or First Purchaser's Lender as applicable shall take all reasonable steps to mitigate any costs incurred in connection with the conduct of works required under the terms of any Notice.

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

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

8. Events Beyond Our Control

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

9. Severability

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

10. Governing Law

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

11. General

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

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

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

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

e. 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 Sitescope shall not be liable to any such third party in respect of any Services supplied.

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

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