The Coal Authority

Permitting Office
Coal Authority
200 Lichfield Lane
Mansfield
Nottinghamshire
NG18 4RG

T 01623 637450 (Permitting)
www.gov.uk/coalauthority

Our Ref: 27039

Your Ref:

26th July 2023

Dear Sir/Madam

Batley Health Centre, 132 Upper Commercial Street, Batley, WF17 5DH
Application for a Permit to Enter or Disturb Coal Authority Mining Interests

I refer to your application on behalf of your client, for permission to enter the Coal Authority's property. Attached to this letter is the signed permit certificate and supporting documentation which allows you to carry out the works to the specifications in the documents you submitted within “the site” as shown on the attached plan.

Please note that you may require permission from other property owners such as the surface land owner or other mineral owners.

The shallowest recorded mine workings below the site are in the Middleton Main seam at 98m deep. The Flockton Thick coal seams is conjectured to outcrop across the site and there are other seams outcropping in the vicinity. Previous ground investigation on site has identified intact coal and probable voids due to past unrecorded mining at shallow depth.

You should be aware that mine gas may be present within coal seams, voids in shallow mine workings, mine entries, voids above such workings and in any permeable strata or surface fill material. More guidance on managing the risk of hazardous gases can be viewed on our website.

Consequently there is a risk of encountering mine gas during the proposed works. All boreholes, excavations and potential identified receptors should be regularly tested, particularly at times of falling barometric pressure, for all gases associated with coal mining, commonly carbon dioxide, carbon monoxide, methane, oxygen and hydrogen sulphide.

If mine gas or mine water is encountered, you should ensure that such occurrences are documented and that appropriate actions are taken. Any surface construction must take account of the risks associated with building on land that may be susceptible to surface emissions of mine gases and mining related instability. Care should be taken to ensure any exposed coal seams and all boreholes and excavations are effectively sealed with a cement based material at the earliest opportunity to prevent continued ingress of air.

Please ensure that the site supervisor and operatives working under this Permit, have a copy of and are familiar with the attached *Guidance for site operatives on the risk of hazardous gases when drilling or piling through coal.*

We have records of a potentially contaminated mineshaft c.350m north-east of the proposed works. We are unable to provide contemporary information regarding the current presence, nature or extent of any contamination. Contamination of the shafts is assumed based on historical information including:
This mine entry was used to dispose of ex army clothing by the Ministry of Supply between 1947 and 1951. It was subsequently filled and capped at rock-head in April 1974.

The accompanying permit certificate and supporting documentation should be distributed to all interested parties (especially the site operatives) and be available on site for inspection by ourselves or by the HSE.

This permit certificate is issued on the understanding that, under no circumstances will works other than those specified, be carried out without the prior written approval of the Authority.

You must employ systems for managing health and safety; identifying hazards, assessing risks, creating risk profiles and establishing control measures to control risk to 'As low As Reasonably Practicable' (ALARP). You must ensure at all times that control measures are maintained to prevent and if necessary mitigate against any loss of control. Risks must be controlled to ALARP.

It is your duty to consider if the Borehole Sites and Operations Regulations 1995 apply to your activity and comply with the regulations as required. However, your health and safety systems should include as assessment of potential hazards and if relevant, a plan for the prevention of fire and explosions including the potential for blowouts (gas/fluids); on-site and off-site receptors should be considered and how any risks to them will be mitigated.

Manned entry into Coal Authority property is strictly prohibited. Under no circumstances should any person enter any Coal Authority property such as mine entries, underground workings or crop-workings.

It is the responsibility of the Designer to ensure that the proposed works are sufficient for any planned developments at the site, especially if the discharge of a planning condition is necessary. If at any point you consider that additional works may be required please contact me to discuss this.

Please submit full details of all works undertaken as required by section 13 of the permit terms and conditions, when the works are complete but before the expiry of the Permit Certificate. If you wish to discuss this or any other matter, please do not hesitate to contact me using the contact details shown.

Please quote the Coal Authority Reference No.*27039 *on all future correspondence.

If you want further information on the Permitting process, please visit:
https://www.gov.uk/get-a-permit-to-deal-with-a-coal-mine-on-your-property

The Permitting Office is open: Monday to Thursday – 8:45am to 5pm and Friday – 8:45am to 4.30pm for any queries.

Yours faithfully

Kevin Waite

Permitting Manager

T 01623 637419
E permissions@coal.gov.uk

The Coal Authority

Permit to Enter or Disturb Coal Authority Interests

Permit 27039

Name and Address of Permit Holder:

A-Z Medical Instruments
Deighton Lane
Batley
WF17 7ET

Site Location:

Batley Health Centre
132 Upper Commercial Street
Batley
WF17 5DH

This certificate hereby grants the above named Permit Holder a Permit to carry out:-

Treatment of shallow mine workings by pressure grouting within the Authority's interests at the identified site location above as shown on the Grant Permit Boundary (overleaf) for the period of **12 months** from the granted date shown below. *The granting of this Permit does not constitute advice given by the Authority in relation to the proposed operations. It is the Permit Holder's responsibility to obtain appropriate health, safety, environmental, technical and legal advice.*

Conditions:

- *Manned entry (i.e.) into mine entries/workings) is strictly prohibited.*
- *Water flush*
- *Gas Monitoring CO, CH_4, CO_2, O_2, H_2S at boreholes, rig and identified receptors*
- *Operators undertaking the work must be in possession of this certificate and the Permit boundary plan at the time of works*
- *Appropriate borehole sealing without delay and to withstand site level changes*

Signed: Kevin Waite Granted Date: ***26th July 2023***

For and on behalf of The Coal Authority

Nominated Representative: Kevin Waite, Permitting Manager;
The Coal Authority, Permitting Office, 200 Lichfield Lane, Mansfield, Notts, NG18 4RG
Tel: 01623 637450; E-Mail: permissions@coal.gov.uk

The Coal Authority

Granted Permit Boundary

Permit Ref: 27039

Permit Boundary:

The Coal Authority

Permit Terms and Conditions –
https://www.gov.uk/government/publications/coal-mining-permit-terms-and-conditions-application-form

Terms of reference (for further information please refer to our Guidance and FAQ):

Client: this is the proposed Permit Holder. The person who must accept these terms and conditions in order to obtain a Permit.

Agent: The Client (Permit Holder) can appoint an agent to act on its behalf to complete and submit the Permit application. The Agent is authorised to represent the Client in discussions with the Coal Authority, and enter into and / or create binding obligations with the Coal Authority.

1. The Client shall, for a period of 12 years from the effective date (as defined on the Permit Certificate), indemnify the Coal Authority ("the Authority") against liability for any claims, losses or damages, including those made under the Coal Mining Subsidence Act 1991, from any party, arising as a result of any works carried out on the site by the Client, Client's Agent its Designers, and/or Contractors. This provision applies to all works carried out on the site affecting Coal Authority property. Accordingly, in addition to works authorised by the Permit, the indemnity also applies to any works which go beyond the scope of works permitted in the Permit Certificate (i.e. unauthorised works, whether foreseen or otherwise) and works which would otherwise have been required to have been authorised by the Authority.

2. It is the sole responsibility of the Client to appoint a Designer (if required) for the works and comply with all relevant legal and regulatory requirements (including, but not limited to, safety) for the works. In issuing a Permit Certificate (or otherwise authorising works), the Authority is not providing any confirmation or approval of the design of the works, and will have no liability for the design and/or safety of the works. All responsibility for suitable and sufficient design and risk assessment ultimately rests with the Client.

3. In accepting these Terms & Conditions, I confirm that my Agent (see Agent Details box at Condition 24 below) is authorised to complete and submit the Permit application form on my behalf, liaise with any other parties, make decisions on my behalf and represent me in all discussions with the Coal Authority and enter into and/or create binding obligations on my behalf with the Coal Authority.

4. It is a material condition of a Permit Certificate being issued that the Client or the Clients Agent completing the application form confirms the details of all contractors to be engaged in works at the site. This information must be provided in the Permit application form. No contractor is to be permitted access to a site affecting Coal Authority property without the prior approval of the Coal Authority. Unless the Client is representing themselves in discussions with the Authority, they must confirm to the Authority using Condition 24 below, which party (if any) is authorised to act as its Agent with regard to permitting matters with the Authority. A Permit Certificate will not be issued until all of this information is provided to the Authority. If additional contractors are engaged during the course of the works, or the authorised agent is changed, the Client must advise the Authority of any such changes within 5 working days. Until the Coal Authority is notified by the Client to the contrary, the Coal Authority will continue to deal with an Agent as an agent authorised to act on behalf of the Client

   The Client will be considered in breach of these terms and conditions if:

   (i) the Client, their Agent or Contractors are in breach of conditions referred to on a Coal Authority Permit Certificate issued to them or in writing thereafter by a Permitting Manager;

   (ii) the Client, their Agent or Contractors employ a method of working not declared in writing by the Authority or on a valid Permit Variation Certificate; and/or

   (iii) the Client, their Agent or Contractors undertake any works on Authority property that is not within the latest permit boundary plan issued to them by the Authority or on features that are not within the scope of the Permit Certificate.

5. Any permission granted will cease at any point that the Client no longer has significant control

over the site or works being undertaken. The Terms and Conditions will continue to apply to all works carried out at the site by the Client, its Designers and/or Contractors. This includes but is not limited to, the full provisions in Condition 1 (Indemnity) and Condition 6(Insurance) which will continue to apply in respect of the works carried out.

6. It is a material condition of a Permit Certificate being issued that the Client has reliance on suitable and sufficient insurance to cover the full liability of the Client under Condition 1 (Indemnity) above. Such insurance must be maintained for the period of 12 years from the effective date (as defined in the Permit Certificate). Failure to obtain (or maintain) adequate insurance will not affect the liability of the Permit Holder under any of the conditions in these Terms and Conditions (including but not limited to Condition 1 above). However, the Authority may request evidence that insurance cover is in place at any time during the period of these terms and conditions.

7. If at any time the Authority considers the Client, the Client's Agent Designers or Contractors to be in substantial breach of any of the obligations or conditions of these Terms and Conditions or the application form, the Authority may terminate the Permit (or authorisation for works) by written notice. Where a Permit Termination Notification is served, all activities interfering with the Authority's interest must cease with immediate effect. In the event that the Permit (or authorisation) is terminated, the Client will be required to reimburse the Authority for all costs incurred by the Authority in making works at the site which affect the Authority's property safe and, if deemed required by the Authority, returning the same to the pre-works condition. These Terms and Conditions will continue to apply to all works carried out at the site by the Client, its Designers and/or Contractors up to the date of termination of the Permit (or authorisation) for the works. This includes, but is not limited to, the full provisions in Condition 1 (Indemnity) above which will apply in respect of the works. Where such breaches of these Terms and Conditions or the application form do not, in the opinion of the Authority (acting reasonably), jeopardise public safety, the Client may be given reasonable opportunity (as determined by the Authority) to remedy any such breach prior to the Permit (or authorisation) being terminated. In that event, a Permit Suspension Notification form will be issued to the Client. Where such a notification is served, no further works can be carried out until the Client is notified by the Authority. These Terms and Conditions will

continue to apply for the whole period whilst the Permit is suspended.

8. The Permit Holder must notify the Authority as soon as reasonably practicable, using the 24 hour Emergency Service on 0800 288 4242, when there is evidence of spontaneous combustion of coal, uncontrolled/ harmful emissions of mine gas or water or other mining related hazards, has occurred during the course of the permitted activities.

9. In the event that the Client identifies that any additional works are required beyond the scope of the Permit granted by the Authority, the Client must obtain further permission from the Authority to cover all such works (to enter, disturb or change coal mines or coal owned by the Authority) to be carried out. This permission must be sought before the additional works are carried out. This obligation applies to all additional works beyond the scope of the Permit, with the exception of emergency works required to mitigate against an immediate threat to life or the environment. In that event, the Authority must be notified of the works as soon as reasonably practicable. The Client must also obtain further authorisation from the Authority to change the method for carrying out authorised works or to extend the period for the works beyond the 12 month term authorised in the Permit Certificate. The Authority will review the application and, if approved, will issue a Permit Variation Certificate for the additional works and/or alteration to the method for the works. In no circumstances may the Client, the Client's Agent or its Designers, and/or Contractors, carry out any works until such time as a Permit Variation Certificate has been issued by the Authority, authorising the works. In the event that unauthorised works are carried out before a Permit Variation Certificate is issued (including emergency works), the provisions of any of the conditions in these Terms and Conditions (including but not limited Condition 1 (Indemnity) above shall nonetheless apply. The Client will be liable under the indemnity provisions for all works relating to Authority property that have been carried out.

10. Unless otherwise agreed a Permit shall be valid for 12 months from the effective date, as defined on the Permit Certificate.

11. All costs incurred in compliance of the terms of this Permit shall be borne by the Client.

12. The Client shall provide all facilities, reasonably necessary, to allow the Authority to inspect the site and carry out its statutory duties, powers and obligations.

13. Unless otherwise agreed, a report or reports commissioned detailing the works undertaken, including any interpretations and recommendations together with the Authority Closure Summary Form, must be submitted by the Client before the permit expiry date (usually 12 months), in order that the Authority's records can be updated. The Client must also provide to the Authority copies of all reports relative to all investigative and treatment works carried out. The Authority will place reliance upon any statement made or information contained within the Permit Closure Form, completion report(s), and any other information submitted with the form, for the purposes updating and maintaining its records and discharging its statutory obligations.

14. In accepting the closure information and closing the permit file, the Authority does not confirm the adequacy or accuracy of the works carried out or the sufficiency of the information provided in the Permit Closure Form.

15. The granting of a Permit does not give the Client, the Client's Agent its Designers and/or Contractors, any right to explore or exploit coal or derivatives, coal mine methane, coal-bed methane, other minerals in the ownership of the Authority or to occupy property in the ownership of the Authority. Where it is necessary to dig and carry away coal, or occupy Authority property, a separate agreement must be obtained in advance of any such works being carried out.

16. The Client, the Client's Agent its Designers and/or Contractors must ensure that nothing, other than that agreed by the Authority through the Permit, is deposited, falls or flows into any mine entry, mine working, mining collapse, excavation or borehole unless duly authorised.

17. All parties involved in the works must be competent and have the necessary experience and resources to safely undertake the proposed works, and shall adopt appropriate safe practices

and procedures for interacting with potentially hazardous conditions associated with coal bearing strata and former coal mining activities.

18. All parties involved in the works shall execute the works in accordance with applicable legislation, standards and good practice guidance.

19. All other rights, consents or permissions necessary (as required by the Authority and / or under statute) to undertake the works shall be obtained before any works proceed.

20. Where the Authority requests additional information to validate a Permit application, the applicant shall provide that information within 14 days. Failure to provide the information within the requested period will result in the Permit application being deemed withdrawn and the fee being forfeited. A new Permit application and fee will then need to be submitted if the applicant wishes to continue work. No work should be undertaken until a permit certificate is received.

21. A fee (as prescribed in the fee schedule) must be paid. In the event that any payment is subsequently dishonoured or is otherwise unpaid, any Permit that has already been issued will be withdrawn. These Terms and Conditions will continue to apply to all works carried out at the site by the Client, the Client's Agent, its Designers and/or Contractors up to the date on which the Permit is withdrawn. This includes, but is not limited to, the full provisions in Condition 1 (Indemnity) and Condition 6(Insurance) which will continue to apply in respect of works carried out.

22. These terms and conditions are non-negotiable and must be signed by the Client and submitted to the Authority when applying for a permit. These terms and conditions will continue to apply to all works carried out at the site by the Client, the Client's Agent its Designers and or Contractors up to the date of termination of the Permit (or authorisation) for the works. This includes, but is not limited to, the full provisions in Condition 1 above.

23. Further Information can be obtained by contacting:

Permitting and Licensing, 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG (Tel: 01623 637450, Email: permissions@coal.gov.uk, the direct website link is: https://www.gov.uk/get-a-permit-to-deal-with-a-coal-mine-on-your-property

The office is open: Monday to Thursday – 8:45 am to 5 pm, Friday – 8:45 am to 4.30 pm.

24. Unless they are self-representing, the Client must confirm their agent's details here: (the Coal Authority will only accept one Agent)

Agent Details:	
Company Name.....	DYSE Structural Engineers
Contact Name.....	Jake Billington

In accepting these terms and conditions, I confirm that my Agent (see Agent details above) is authorised to complete and submit the Permit application form on my behalf, liaise with any other parties, make decisions on my behalf, represent me in all discussions with the Authority and enter into and/or create binding obligations on my behalf with the Authority. I confirm acceptance of, agree to be bound by, and agree that all works will be governed by the foregoing terms and conditions.
I acknowledge and accept that unless or until I notify the Coal Authority in writing to the contrary, the Coal Authority will continue to deal with my Agent as an agent authorised to act on behalf of the Client.

30.06.23
.....
Date (this may be typed*)

*This document may be signed by electronic means **ONLY** where:

- The Client (Permit Holder) is representing themselves in discussions with the Authority

Or

- The signed Terms and Conditions are supported by an email, from an email address

identifiable as belonging to the Client (Permit Holder), confirming they have themselves signed and accepted the Terms and Conditions (template text to be used is provided below. We cannot accept any Terms and Conditions signed on behalf of the Client (Permit Holder).

The email must be sent to the Agent completing the application form so it is included in the submission.

Template email text (copy and paste into email and inset Agent and Client names):

FAO Coal Authority,

I confirm that I have myself accepted the terms and conditions to be submitted by my Agent [Agent Name].and agree to be bound by the Terms and Conditions.

Regards

[Name of Client]

Gas monitoring

It is highly recommended that gas monitoring should take place when drilling or piling into coal workings. Gas monitors and alarms should be positioned close to those who might be affected such as drilling operators and properties on or near to the site. The layering of gases should also be considered. CO2 will be found at lower levels whereas methane will be found at higher levels.

All gas monitors being used need to be calibrated and tested, with copies of supporting certificates available on site. Contractors must ensure that site staff or the occupants of any buildings have been briefed on their operation and understand the need for them.

Spontaneous combustion

During spontaneous combustion coal catches fire without an external heat source, usually as a result of air flowing over it. This poses a particularly high risk during the use of air flush. Spontaneous combustion occurs when heat is produced by the mechanical action of the drill on the coal and the oxidation of coal due to the injected air.

If a coal seam spontaneously combusts, it is possible for the fire to spread through old workings threatening the safety of any properties lying above them. It is important that the Fire Service is informed as water added to burning coals can dissociate, releasing oxygen and hydrogen, leading to an uncontrolled and unpredictable explosion.

The Coal Authority

Guidance for site operatives on the risk of hazardous gases when drilling or piling through coal

To report an emergency call 01623 646 333

Source pathway – receptor model

Drilling into old coal mine workings can cause a serious hazard with mine gases being known to cause illness and fatalities among local residents as well as posing a risk to worker safety.

This leaflet is based on a guidance document, which uses a 'source-pathway-receptor model' to outline how hazards and incidents relating to mine gas can occur.

- the source is the origin of the mine gas such as a coal seam
- the pathway is a route along which gases can move from one place to another such as mine entries, old workings, boreholes, service ducts, fractures and permeable strata
- the receptor is where mine gases can accumulate or have an immediate impact on human health
- mine gases can affect receptors at significant distances from the drill site where the two locations are connected by pathways
- it is crucial that the sources, pathways and receptors relating to the site are considered when risk assessing any intrusive investigation, treatment or piling works that are likely to come into contact with past coal mine workings.

Source pathway – receptor diagrams

The following diagrams illustrate the mechanisms that lead to both on and off site mine gas incidents through the source-pathway-receptor model.

They cover different combinations of sources, pathways and receptors in an effort to highlight how gas migration can affect both workers and the public.

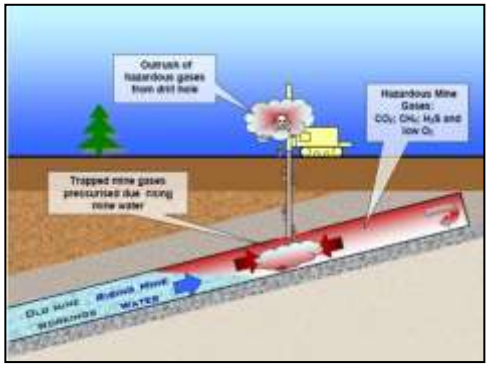

Diagram 1 - shows how drilling works can lead to mine gas hazards affecting worker safety on site

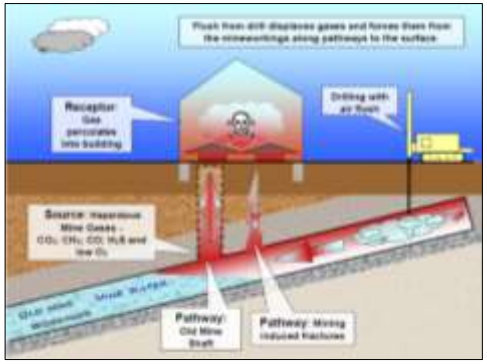

Diagram 2 - shows how mine working investigations can cause hazards outside the site boundaries

Drilling flush and injected materials

Atmospheric pressure together with pressure differences from injection materials, such as grout, or from rising mine waters, can all encourage the migration of mine gases through pathways:

- any material that is injected into mine workings will have the effect of displacing any gas that is already present
- before selecting a drilling fluid, the risk assessment should consider the possible presence, creation or mobilisation of hazardous gases
- a selected drilling fluid should eliminate or minimise the risk
- air/air mist flushes have a greater potential to mobilise gases due to the increased pressure
- the use of air/mist flush is not generally recommended within a 50 metres radius of any receptor
- a guideline risk matrix for flush selection is available in the full guidance document

Full guidance can be found at coal.gov.uk

The Coal Authority

Permit Closure Summary Form

Permit Ref.	27039	Project / Site Location	Batley Health Centre, 132 Upper Commercial Street, Batley, WF17 5DH

Please supply all relevant documents, including this completed form within 3 months of the permitted works being completed.

Where relevant the report should include; borehole logs and details of mine or mine entry treatment works carried out (incl. engineering drawings, grout takes etc.) and a scaled site layout plan (correlated to O.S N' Grid) showing all relevant mine entry positions, coal seams, voids and broken ground proved by the works.

Summary of works

Start date ☐

Finish date ☐

Have any variations occurred? ☐ No ☐ Yes **If so was the Authority notified?** ☐ No ☐ Yes

Please describe;

Did if any of the following incidents occur?

☐ Spontaneous combustion ☐ Water emission ☐ Gas emission (elevated or above action levels)

☐ Geotechnical instability ☐ Legal issues incl. damage or potential claims ☐ **None**

If yes, please detail each item;

Were any of the following encountered? Please give a brief summary of the works undertaken.

☐ Intact coal only ☐ Broken ground ☐ Backfilled ground ☐ Voids

Description;

Will further works be necessary that require a Permit? ☐ No ☐ Yes

If yes, please describe, including any recommendations;

Name:	Email:
Company:	Tel: