TOM HENRY & ASSOCIATES
CIVIL & STRUCTURAL
ENGINEERING CONSULTANTS

COAL MINING RISK ASSESSMENT REPORT

3/4 BACK BEACON STREET,
HUDDERSFIELD,
WEST YORKSHIRE,
HD2 2RT

Tom Henry & Associates

88 Hawthorne Way, Shelley

Huddersfield HD8 8PX



1.00 INTRODUCTION:

1.01 This Coal Mining Risk Assessment Report has been carried out upon the instructions of S.A.J Estates Ltd.

1.02 The purpose of the report is to review all available information on the coal mining issue relating to the site and assess the associated risks.

1.03 The Report of the Assessment is for the sole use of the Client and the Clients professional advisers and should not be reproduced in whole or in part or relied upon by any third parties for any use without the express written approval of Tom Henry & Associates.

2.00 DESCRIPTION:

2.01 The site is located adjacent to No2 Back Beacon Street, Huddersfield, West Yorkshire, HD2 2RT.

2.02 The site is currently an open area of tarmac/concrete hardstanding used for parking for adjacent properties.

2.03 A location plan of the site is included within the attached Ground Stability Report obtained from The Coal Authority reference 51000774920001 dated 14th February 2015.

3.00 SITE HISTORY

3.01 Reference has been made to historical plans available from old-maps.co.uk. The historical plans indicate that since pre 1854 the site was occupied by former residential terrace housing which was subsequently demolished. The neighbouring terrace houses of 1 and 2 Back Beacon Road remain to the present day.

4.00 GEOLOGY:

4.01 Reference has been made to the Huddersfield British Geological Sheet (BGS) No77 Solid and Drift Edition. The geological plans indicate the site to be devoid of any superficial deposits and underlain by solid geology comprising Pennine Lower Coal Measures. The site is located at the northern end of a northwest to southeast trending fault and the geological plans suggest the presence of shallow coal seams within the area.

4.02 Based on the BGS Lexicon the Pennine Lower Coal Measures bedrock typically comprises interbedded interbedded mudstone, siltstone and sandstones and coal seams.

4.03 A number of borehole logs are available on the BGS Geoindex (available at http://www.bgs.ac.uk/geoindex/ - accessed 18/02/15). The nearest boreholes (Reference SE11NW17) is located approximately 200m to the southeast of site, off Willow Lane, and indicates the ground conditions to comprise a variable interbedded strata of clays and shale typical of the local geology. No shallow coal seams were identified.

5.00 COAL MINING

5.01 A Ground Stability Report has been obtained by The Coal Authority reference 51000774920001 dated 14th February 2015 and is included with this report.

5.02 The report indicates the site is not within the zone of likely physical influence on the surface from past underground workings. However the Coal Authority believe there is coal at or close to the surface which may have been worked at some time in the past and should be considered prior to any site works or future development activity

5.03 The Coal Authority report states that there are no known coal mine entries within 20m of the site and is not within proximity of any past, present (within 200m) or future (within 800m) open cast mining.

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

6.00 ASSESSMENT

6.01 The table below summarises the potential risks associated with coal mining legacy for the proposed development site.

COAL MINING ISSUE	YES	NO	COMMENT
Underground coal mining (recorded at shallow depth)		No	
Underground coal mining (probable at shallow depth)	Yes		Located close to surface based on Coal Authority Report
Mine entries (shafts and adits)		No	None recorded within 20m
Coal mining geology (fissures)	Yes		Based on published geological plans
Record of past mine gas emissions or potential		No	
Recorded coal mining surface hazard		No	
Surface mining (opencast workings)		No	

7.00 CONCLUSIONS:

7.01 The Coal Authority Report and the published geological plans suggest that shallow/surface coal seams are possible on the site. It is considered that the potential presence of coal workings at or close to the surface should be investigated further.

7.02 Ground investigation works comprising at say three rotary probe holes (allowing triangulation of strata) should be carried out across the site. Water flush methods should be adopted and further licencing and protective measures may be required as detailed within the Coal Authority Report.

A. N . Thompson
MSc FGS CGEOL RoGEP (PROFESSIONAL)

T. C . Henry,
BSc (HONS) CENG MICE

for & behalf of
TOM HENRY & ASSOCIATES
CONSULTING CIVIL & STRUCTURAL ENGINEERS

23 February 2015

The Coal Authority

British Geological Survey
NATURAL ENVIRONMENT RESEARCH COUNCIL

Issued by:
The Coal Authority, Property Search Services, 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire, NG18 4RG
Website: www.groundstability.com Phone: 0345 762 6848 DX 716176 MANSFIELD 5

TOM HENRY AND ASSOCIATES
88 HAWTHORNE WAY
SHELLEY
HUDDERSFIELD
HD8 8PX

Our reference:	**51000774920001**
Your reference:	**3/4 Back Beacon Street**
Date of your enquiry:	**14 February 2015**
Date we received your enquiry:	**14 February 2015**
Date of issue:	**14 February 2015**

This report is for the property described in the address below and the attached plan. The report is issued subject to the terms and conditions attached, which you are strongly advised to read.

Residential Ground Stability Report - On Coalfield

3 BACK BEACON STREET, HUDDERSFIELD, HD2 2RT

This report is based on and limited to the records in the possession of the Coal Authority; the records and geological interpretation of The British Geological Survey (BGS) and the records of the Cheshire Brine Subsidence Compensation Board, at the time the search is answered.

Coal mining	See comments below
Shrinkable clay	See comments below
Running sand	No
Compressible deposits	No
Collapsible deposits	No
Landslide potential	See comments below
Soluble rocks	No
Brine Compensation District	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.
However the property is in an area where the Coal Authority believe there is coal at or close to the surface. This coal may have been worked at some time in the past. The potential presence of coal workings at or close to the surface should be considered prior to any site works or future development activity. Your attention is drawn to the Comments on Coal Authority Information section of the report.

Present

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

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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 or otherwise work coal using underground methods.

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

The Authority is not aware of any evidence of damage arising due to geological faults or other lines of weakness that have been affected by coal mining.

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 subject property, or any property within 50 metres, since 31st October 1994.

There is no current Stop Notice delaying the start of remedial works or repairs to the property.

The Authority is not aware of any request having been made to carry out preventive works 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.

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Comments on Coal Authority information

In view of the mining circumstances a prudent developer would seek appropriate technical advice before any works are undertaken.

Therefore if development proposals are being considered, technical advice relating to both the investigation of coal and former coal mines and their treatment should be obtained before beginning work on site. All proposals should apply good engineering practice developed for mining areas. No development should be undertaken that intersects, disturbs or interferes with any coal or mines of coal without the permission of the Coal Authority. Developers should be aware that the investigation of coal seams/former mines of coal may have the potential to generate and/or displace underground gases and these risks both under and adjacent to the development should be fully considered in developing any proposals. The need for effective measures to prevent gases entering into public properties either during investigation or after development also needs to be assessed and properly addressed. This is necessary due to the public safety implications of any development in these circumstances.

Information from the British Geological Survey on potential for natural ground movement

Shrinkable clay

The property is in an area underlain by clay. Clay can swell or shrink if the moisture content changes.

However, the clay deposits in this area are considered to be mainly of "low plasticity". This means it is unlikely that they will cause ground movement.

Running sand

The property is not in an area underlain by running sand.

Deposits which could compress

The property is not in an area underlain by deposits which could compress and cause ground movement.

Deposits which could collapse

The property is not in an area underlain by deposits which could collapse and cause ground movement.

Natural landslide activity

The property is in an area where the local geology and steepness of slope could combine to create the likelihood of landslide activity.

Because of the nature of the geology in this area landslide activity could occur.

Soluble rocks

The property is not in an area underlain by soluble rocks.

Comments on the British Geological Survey information

These features should not necessarily give cause for concern.

Whether or not a property is affected by ground movement can depend on a number of factors such as its age, type of construction, and on its surroundings and such matters as drainage and nearby trees.

Since 1992 buildings should have been designed and constructed according to buildings regulations to ensure natural ground movement will not cause damage to a building.

However, you should consider the possible consequences before you:

- carry out any building or excavation work;
- alter the ground surface or drainage of surface or ground water; or
- plant or remove large shrubs or trees

Ground movement can cause uneven damage or subsidence to a property.

Developers should always carry out an appropriate risk assessment before starting any work on, or around, a property.

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If you own the property and it is damaged by ground movement: You should contact your insurance company and anyone else who has an interest in the property, for example, the mortgage lender.

If you are considering buying the property and BGS has identified that ground movement could occur you should tell your professional advisers.

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, British Geological Survey and the Cheshire Brine Subsidence Compensation Board's Terms and Conditions 2006. These are available to view at www.groundstability.com or by contacting the Coal Authority's customer service team on 0345 762 6848 or by email to groundstability@coal.gov.uk. These terms and conditions apply regardless of the method used to order and receive reports.

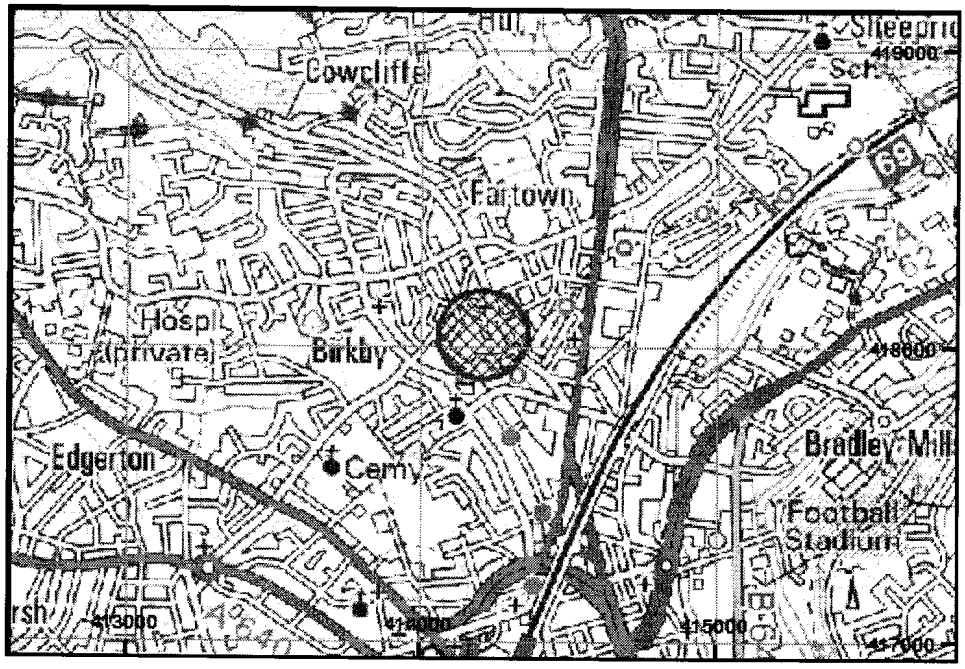
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Where this Ground Stability Report is for a residential property, insurance is included to cover any loss in property value caused by any changes in the information contained in this report. Please see the attached certificate of insurance for the terms and conditions of this insurance. The insurance does not cover non-residential property or interpretive reports.

Issued by:	The Coal Authority, 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG
Tax Point Date:	14 February 2015
Issued to:	TOM HENRY AND ASSOCIATES 88 HAWTHORNE WAY SHELLEY HUDDERSFIELD HD8 8PX
Property Search for:	3 BACK BEACON STREET, HUDDERSFIELD, HD2 2RT
Reference Number:	51000774920001
Date of Issue:	14 February 2015
Cost:	£44.00
VAT @ 20%:	£8.80
Total Received:	£52.80
VAT Registration	598 5850 68

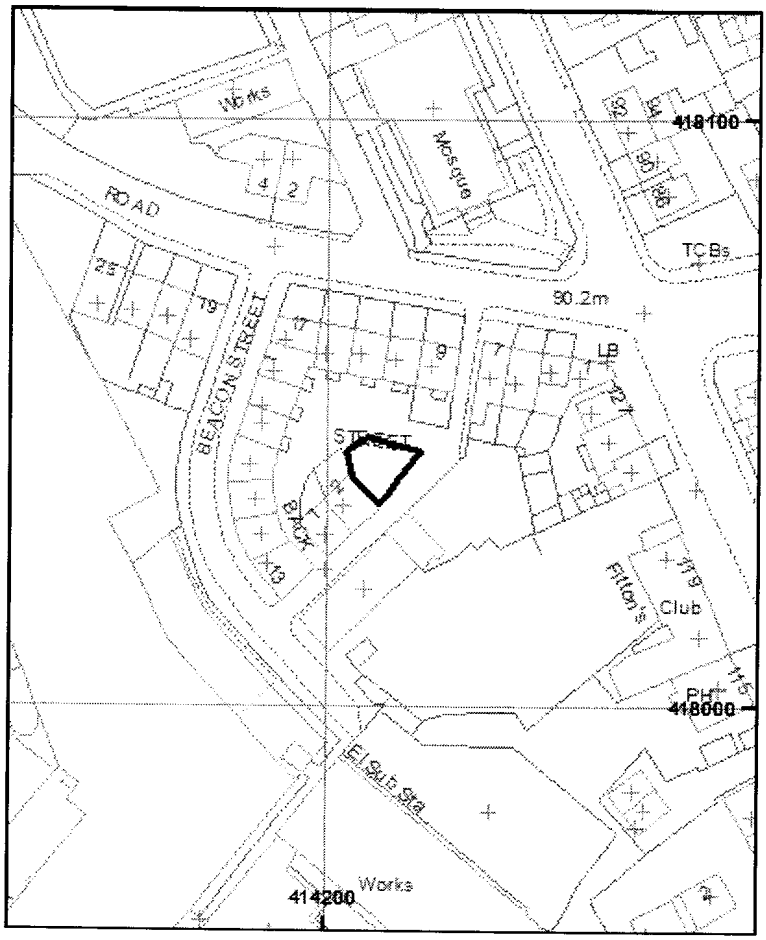
Location map

Approximate position of property



Enquiry boundary

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Key

Approximate position of enquiry boundary shown

TERMS

DEFINITIONS

In these Terms the following words have the following meanings:

"BGS" means the British Geological Survey of Kingsley Dunham Centre, Keyworth, Nottingham, NG12 5GG, a component organisation of the Natural Environment Research Council;
"CA" means the Coal Authority of 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG;
"Cheshire Brine" means the Cheshire Brine Subsidence Compensation Board of Sir Henry Doulton House, Forge Lane, Etruria, Stoke on Trent, ST1 5BD;
"Customer" means the person, firm or company placing the Order, either on its own behalf as User or as agent for a User;
"Guidance" means the relevant current version of the Guidance Notes and User Guide for the Report, available on request and displayed on the Website;
"Order" means any request for a Report made by the Customer;
"Property" means the address or location specified by the Customer in the Order;
"Report" means a ground stability report (in printed, electronic or any other form) which combines information on coal mining, brine subsidence claims and natural ground movement which has been prepared by CA in respect of the Property using data from, amongst others, the Suppliers and to which these Terms apply;
"Supplier(s)" means all or any of CA, BGS and/or Cheshire Brine;
"these Terms" means these terms and conditions, incorporating the Guidance (if and to the extent of any conflict between these Terms and the Guidance, the provisions of these Terms will prevail);
"User(s)" means the person or persons so described in Clause 15; and
"Website" means CA's website for the provision of the Reports service (currently www.groundstability.com).

TERMS

1. These Terms apply to the provision of Reports by CA to the Customer and/or the User.
2. The Customer and the User agree that the placing of an Order indicates their acceptance of these Terms.
3. These Terms shall apply to the exclusion of all other terms and conditions.
4. CA reserves the right to change these Terms from time to time with immediate effect and without prior notice. Any changes to these Terms will be displayed on the Website. Placement of Orders after any such variation will be deemed to be an acceptance of these Terms as amended in respect of Reports which are provided in response to Orders placed after the variation is made.
5. Where the Customer is acting as an agent for a User, the Customer will provide a copy of the Report and these Terms to the User.

LIMITATIONS OF THE REPORT

General

6. The Report is prepared with due skill and care, but has a number of limitations which are set out in these Terms which the Customer and the User acknowledge and accept when relying on it.

Sources of information

7. The Report has been prepared by CA using information held by CA, together with information supplied to it by BGS and Cheshire Brine. The Report is based on, and is limited to:
a) the specific features identified in the Report, as more particularly described in the Guidance; and
b) each Supplier's interpretation of the records it holds relating to the particular features for which the Report states that the Supplier is responsible (and, in the case of information from BGS and Cheshire Brine, as provided to CA) at the time the Report is prepared.
The Customer and the User therefore acknowledge and agree that the records used to prepare the Report do not represent an exhaustive or comprehensive list of all records that may exist or may be available for the Property (see further Clause 8). The Customer and the User also acknowledge that no physical inspection of the Property has or will be carried out in the preparation of the Report.
8. Without prejudice to the generality of Clause 7:
a) information from CA is based on records in its possession relating to coal mining activity. There may be information held by others on historical coal mining, and information on other types of mining, which is not searched as part of the Report;
b) information from BGS relates solely to the following six natural ground stability hazards: shrinkable clay; running sand; compressible deposits; collapsible deposits; landslide activity; and soluble rocks. It does not cover any other geological hazards, or man-made hazards (such as contaminated land). BGS may hold data on other geological hazards and features that may affect the Property which are not searched as part of the Report and consequently the Report should not be taken as a guarantee that there are no other geological hazards or other issues affecting the Property; and
c) information from BGS is prepared using the BGS GeoSure database which is based on 1:10,000 scale geological mapping reduced to 1:50,000 scale. The Customer and the User therefore acknowledge that BGS may be able to provide a more specific and detailed interpretation relating to the geological conditions and ground stability at the Property than that which is included in the Report. A more detailed interpretation is available via the BGS GeoReports service on BGS's website www.bgs.ac.uk.
9. The information from the Suppliers may be derived from records from a number of disparate sources which vary in age, quantity and quality. Such records may include material donated to the Suppliers by third parties, which may not have been subject to any verification or other quality control process.
10. Raw data used to prepare the Reports may have been transcribed from analogue to digital format, or may have been acquired by means of automated measuring techniques. Although such processes are subjected, where possible, to quality control to ensure reliability, some raw data may have been processed without human intervention and may in consequence contain undetected errors.

11. The records available to the Suppliers are constantly being updated. The Suppliers cannot be responsible to the Customer or Users for any changes in the information on which the Report is based which occur after the date on which the Report is prepared. Where this Report is for a residential property, insurance is included to cover loss in property value caused and arising from these circumstances. The Report includes a policy and key facts summary which outlines the significant features, benefits and limitations of the cover provided. The full terms, conditions and exclusions are shown in the policy document.

Maps

12. The Customer and the User must take all reasonable steps to check that the details in the Order are correct and that the Report provided by CA has been prepared for the correct location and property type, and that the boundaries of the Property as shown in the Report's plan correspond with those of the Property. Any discrepancies between the Order and the Report must be notified to the CA within 28 days after the issue date of the Report and CA will, in the case of error by CA, issue a revised Report free of charge; otherwise a new Report should be ordered with payment of the appropriate fee.
13. The Property has been located using Ordnance Survey ("OS") mapping. The Suppliers do not warrant that the OS information is complete or accurate and accept no liability for the plotted position of the Property as shown on OS maps. Further, the relative position between surface features and coal mining and other geological features may differ between OS maps and the Suppliers' maps used to prepare the Report, depending upon when the Suppliers' maps were prepared.
14. The plan or plans accompanying the Report must not be enlarged otherwise the accuracy will be affected.

RELIANCE ON THE REPORT

Who may rely on the Report

15. Only the following persons ("Users") may rely on the Report:
a) the owner of the Property at the time the Report is prepared;
b) any purchaser of the whole of the Property from the owner described in a above; and
c) any person who provides funding to the persons in a or b above which is secured on the whole of the Property.
Such reliance will be subject to the provisions of Clauses 17 and 24 to 28 (inclusive).

Extent of Reliance

16. The Report has been prepared for use by the Users only and the Report should not be relied upon by any other third party.
17. Customers or Users may not act in reliance upon the Report (either by purchasing the Property, providing funding secured on the Property or carrying out any works on or affecting the Property) more than ninety (90) days after its date of issue.
18. The Report gives an indication of whether ground movement could occur at the Property. This does not necessarily mean that the Property is or will be affected by ground instability. Such an assessment can only be made by inspection of the Property by a qualified professional, such as a surveyor or engineer. The Report DOES NOT therefore:
a) include any information or warranty relating to the actual state, or the structural or other condition, of the Property;
b) determine the saleability or value, or the safety, of the Property;
c) indicate the suitability of the Property for any particular purpose (including, without limitation, its suitability for development (within the meaning of section 55 of the Town and Country Planning Act 1990 as amended) or any building, excavation or landscaping work); or
d) act as a substitute for any physical inspection, specialist interpretations and/or professional advice.
19. No representations, warranties or terms (whether express or implied by statute, common law, custom, trade usage, course of dealing or otherwise) are given in relation to the Report unless they are expressly set out in these Terms, save to the extent that such terms cannot be excluded by law.

USE OF THE REPORT

20. The Customer and the User acknowledge that the Report is confidential and that it is intended for the purposes of the User only. Accordingly the Customer and the User agree that they are permitted to use and copy the Report for these purposes only.
21. The Customer and the User (or any person who is provided with a copy of the Report) will not:
a) remove, obliterate or alter any trade mark or any copyright or other proprietary notice which is contained in the Report;
b) reformat or otherwise change, add to or enhance the Report, or combine it with or incorporate it into any other information, data or materials; or
c) create any product which is derived directly or indirectly from the data contained in the Report; or
d) resell the Report (other than in the case of a bona fide legal adviser recharging the cost of the Report as a disbursement) unless this has been specifically authorised in writing by CA.
22. The copyright and all other intellectual property rights in the Report will remain the property of the Suppliers or other third parties (as appropriate). Neither the Customer nor the User will acquire any rights in respect of the Report other than as expressly provided in these Terms.

EVENTS BEYOND THE SUPPLIERS' CONTROL

23. A Supplier will not be liable to the Customer or the User for any delay or failure in performance of its obligations which result from circumstances beyond its reasonable control (including, without limitation, fire, explosion, flood, tempest, unusually adverse weather conditions, war, hostilities, riot, acts of terrorism, failure or shortage of power supplies, telecommunications or processing failure or computer malfunction) or the acts or omissions of any person for which a Supplier is not legally responsible.

LIABILITY

24. The Report has been prepared for the Property on the basis of information on the Property's location and type provided by the Customer and/or the User, and consequently the Suppliers exclude all liability which may arise from any errors or omissions in the information so provided or from any failure to check for discrepancies pursuant to Clause 12.
25. The Report has been prepared specifically for the Property, and on the basis of the property type specified in the Order. Under no circumstances will the Suppliers be liable if a Report is relied on for any other property, or if a Report on a residential property is used for a non-residential or commercial property or for the development of the Property, and vice versa.

26. Except in the circumstances described in Clause 28 the total liability of the Suppliers to the Customer and the User arising from an error in the Report caused by negligence, breach of contract or in any other way will be limited to:
a) the reasonable costs of carrying out necessary remedial work on the Property reasonably promptly; or
b) the difference between the true market value of the Property and the market value of the Property on the basis of the Report at the time of reliance on the Report in accordance with these Terms.
27. Except in the circumstances described in Clause 28 or to the extent that a Supplier is found to be liable for the losses described in Clause 26 (a) or (b) arising from an error in the Report, the Supplier will not be liable to the Customer or the User for: loss of business, goodwill, profits or savings, loss of use or opportunity, lost or wasted staff time or for any indirect or consequential loss (whether arising from negligence, breach of contract or in any other way) even if the Customer or User was advised of or knew of the likelihood of that loss or type of loss arising.
28. Nothing in these Terms excludes or limits the liability of the Suppliers for death or personal injury caused by their negligence, or for fraud.

GENERAL

29. The headings in these Terms are for ease of reference only and do not affect their interpretation or construction.
30. Use of the singular includes the plural and vice versa, and use of any gender includes the other genders.
31. The benefit of these Terms cannot be assigned or transferred by the Customer or the User without the Suppliers' prior written consent. The Suppliers may assign any or all of their rights and obligations under these Terms without prior notice.
32. These Terms (together with the Order and the Guidance) represent the entire agreement relating to the supply of the Report and th relationship which that supply creates between the Suppliers and Customers and Users. No prior statement, representation or arrangement of any nature (whether written or oral) will add to, vary or waive terms of this agreement and the Customer and the User acknowledge that they have not relied on any statement or representation made by or on behalf of CA or any other Supplier in agreeing to enter into this agreement. Nothing in this Clause 32 will operate to limit or exclude liability for fraud.
33. The illegality or invalidity of any part of these Terms will not affect the legality or validity of the remainder of these Terms.
34. Except to the extent that these Terms confer benefits on the Suppliers and the Users, no third party is entitled to the benefit of these Terms under the Contracts (Rights of Third Parties) Act 1999.
35. These Terms are governed by English law. The English courts (where the Property is situated in England or Wales) and the Scottish courts (where the Property is situated in Scotland) have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with them.

THESE TERMS ARE AVAILABLE IN LARGER PRINT FOR THOSE WITH IMPAIRED VISION OR AT WWW.COAL.GOV.UK