Our Ref: 14-669.02L
Your Ref:

Mr A Randhawa
9 Green Royd Croft
Birkby
Huddersfield
HD2 2DQ

16th October 2014

Solum House
Unit 1 Elliott Court
St John's Road
Meadowfield
Durham
DH7 8PN

Dear Sirs,

RE: Shallow Coal Mining Risk Assessment – 46 Stile Common Road, Huddersfield, HD4 6DE.

Further to your recent request, please find below our evaluation on the likelihood of shallow coal workings being present below the above site. I have based my assessment on the following data sources:

- BGS Published Geology, Huddersfield, 1:50,000 Series (Solid & Drift Edition) Map Sheet 77
- Coal Authority Mining Report 51000652478001, 16th October 2014 (attached)
- Historical Boreholes records from BGS, located in a similar geological setting as possible (attached)
- Digital copy of geological plan showing outcrop of coal seams etc (attached)
- BGS Memoirs for Sheet 77, The Geology of the Country around Huddersfield & Halifax, 1930

Site Geology

A summary of site geology is shown in the table below:

MADE GROUND / FILL	Comments
Type:	No Artificial Ground recorded on published geological plans
Thickness:	~
DRIFT	**Comments**
Type:	Published records indicate the site in an area free from drift (i.e., superficial deposits are thin or absent
Thickness:	Solid outcrop shown on site
SOLID	**Comments**
Type:	Carboniferous Lower Coal Measures (LCM). Mudstone & Sandstone at outcrop
Thickness:	c.>100m
Remarks:	Cyclical alternations of Sandstone, Ironstone, Mudrocks (siltstone, mudstone & shale), productive Coal Seams and Seat Earths/ Fire Clays deposited during the Carboniferous period.
Structural Faults or Abnormal Features:	According to published geological plans there are no faults or abnormal features on or close to the site

T: 0191 378 6380
F: 0191 378 0494
E: admin@arc-environmental.com
W: www.arc-environmental.com
Registered in England No. 05539784

Shallow Coal Mining Assessment

A summary of recorded and inferred mining below the site is discussed below:

The site lies within a known mining area and productive coal seams are present within the Lower Coal Measures.

According to the Coal Authority (CA) report there are records of coal workings below the site from past underground workings in one seam at 40m depth. In addition the CA note they believe there may be coal at or close to the surface, i.e., at shallow depth. Shallow, as defined by the CA is workings within 30m of the surface, with the CA also noting the site lies within a "Development High Risk Area" (DHRA).

The CA state the site is not within an area affected by former opencasting and there are mine entries on or within 20m of the site.

A geological sketch showing geological features, shaft position, BGS borehole locations etc is attached, with the salient features on this plan discussed below.

The closest recorded coal outcrop on published geological records reviewed is the Hard Bed (HB), which outcrops around 40m to the NE. The HB is stratigraphically underlain by the Middle Band (MB) and Soft Bed (SB) seams. Separations between the HB and MB is c. 12m and between the MB and SB is c. 14m, according to BGS sheet 77. Sheet 77 notes seam thicknesses of 0.10m to 0.80m; 0m to 0.60m and 0m to 0.80m for the HB, MB and SB respectively.

BGS borehole 218 is the nearest relevant borehole to the site, although this is located below the outcrop of the HB seam. This borehole shows the MB at 0.40m thick and the SB at 0.80m thick, with a separation of 16.7m between these seams, locally to the site.

Boreholes 89 – 91 were located c. 850m SW, but in an identical geological setting to the site, i.e., just above the outcrop of the HB seam. This indicates the HB seam at between 0.50m to 1.0m thick, with evidence of workings at BH89. BH89 confirms local workings in the HB seam close to outcrop. BH91 shows the HB close to outcrop, where there are no further coal seams below the HB to at least 12.9m.

Based on data from the adjacent borehole records, as well as outcrop patterns, it is interpolated that the following seams and thicknesses are present below the site:

Coal Seam	Depth below current ground levels (m)	Recorded thickness on published data (m)	Remarks
Hard Bed	Noted as shallowest seam. Assume an estimated 1m of superficial drift/residual soil (**estimated depth to seam below the site <5m)**	Recorded locally to be up to 1.00m thick **(estimated thickness 1.00m)**	Inadequate rock cover present, and may be locally worked or extracted at outcrop
Middle Band	Noted at least 12.9m below HB (**estimated depth to seam below the site <18m)**	Recorded locally to be up to 0.40m thick **(estimated thickness 0.40m)**	Not felt to be structural risk due to thickness of rock cover
Soft Bed	Noted at least 16.7m below MB (**estimated depth to seam below the site >30m)**	Recorded locally to be up to 0.80m thick **(estimated thickness 0.80m)**	Not felt to be structural risk due to thickness of rock cover

Coal Recovery Assessment

The site lies in the "active coalfield" as defined by the Coal Authority.

From the above review it can be seen that the shallowest named coal seam is the Hard Bed, which outcrops c. 20m to the NE of the site, with this seam at or close to the surface due to high rockhead.

It is our opinion that any excavations for any potential new foundations may encounter this seam if any future development is envisaged, and it may be practical or viable to remove coal from below the site.

Conclusions

From the above review, it can be seen that the Coal Authority (CA) have records of coal workings at 40m depth below the site. From a review of geology and coal outcrops there is felt to be at least 2 coal seams at potential shallow depth (i.e., <30m from surface). The deepest of these "shallow" seams (MB) is estimated to be 0.40m thick with at least 12.9m of rock cover and is deemed to be at sufficient depth not to represent a structural risk to the site, if worked in the past.

However, the HB seam is estimated to be very shallow (<5m) and with a local recorded thickness of 1.00m. From the above review it can be seen that the HB is likely to lie at a shallow depth below the site and is estimated to be close to rockhead, with rockhead envisaged to be high due to a lack of superficial drift on the site.

On the basis of the data to hand, it is our opinion that there is a high risk of shallow workings in the HB present below the site requiring mitigation measures.

I trust the above review is adequate for you, however, if you require any further information or clarification, please let me know.

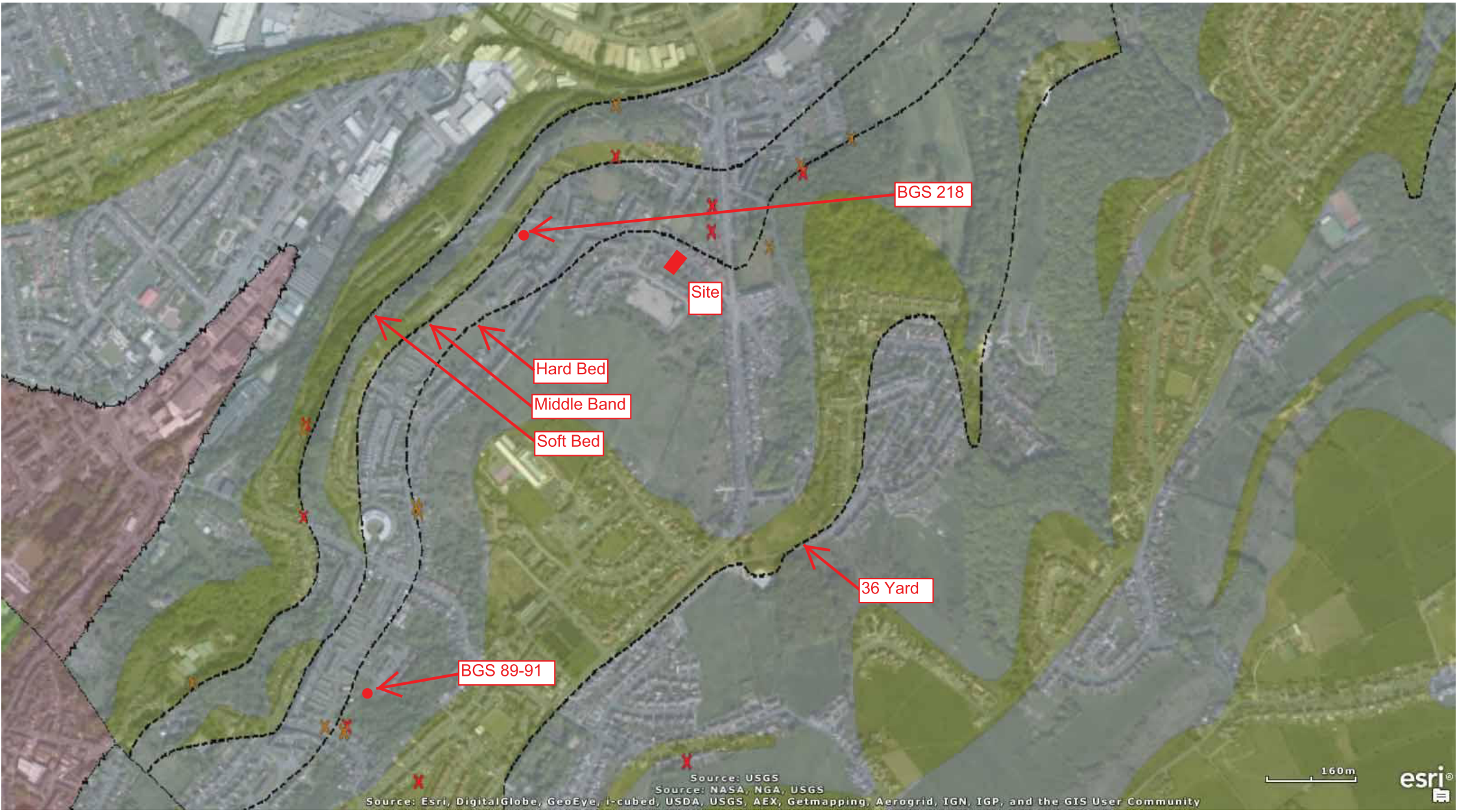
Yours Sincerely

´

……

For and on behalf of Arc Environmental Ltd
Kevin C. Moir
BSc (Hons) MSc CGeol CSci FGS MICE MCMI
Chartered Geologist and Scientist
Director

T: 0191 378 6380
F: 0191 378 0494
E: admin@arc-environmental.com
W: www.arc-environmental.com
Registered in England No. 05539784


BGS 218
Site
Hard Bed
Middle Band
Soft Bed
36 Yard
BGS 89-91
Source: USGS
Source: NASA, NGA, USGS
Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community
160m
esri

The Coal Authority

Issued by:
The Coal Authority, Property Search Services, 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire, NG18 4RG
Website: www.groundstability.com Phone: 0845 762 6848 DX 716176 MANSFIELD 5

ARC ENVIRONMENTAL LTD
SOLUM HOUSE, UNIT 1 ELLIOTT COURT
ST JOHNS ROAD
MEADOWFIELD
DURHAM
DURHAM
DH7 8PN

Our reference:	**51000652478001**
Your reference:	**14-669**
Date of your enquiry:	**16 October 2014**
Date we received your enquiry:	**16 October 2014**
Date of issue:	**16 October 2014**

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

Residential Coal Authority Mining Report

46 STILE COMMON ROAD, HUDDERSFIELD, HD4 6DE

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	See comments below
Brine Compensation District	No

Information from the Coal Authority

Underground coal mining

Past

The property is in the likely zone of influence from workings in 1 seam of coal at 40m depth, and last worked in 1900.

Any ground movement from these coal workings should have stopped by now.

In addition 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.

All rights reserved. You must not reproduce, store or transmit any part of this document unless you have our written permission. --
© The Coal Authority --

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.

© The Coal Authority

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 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.

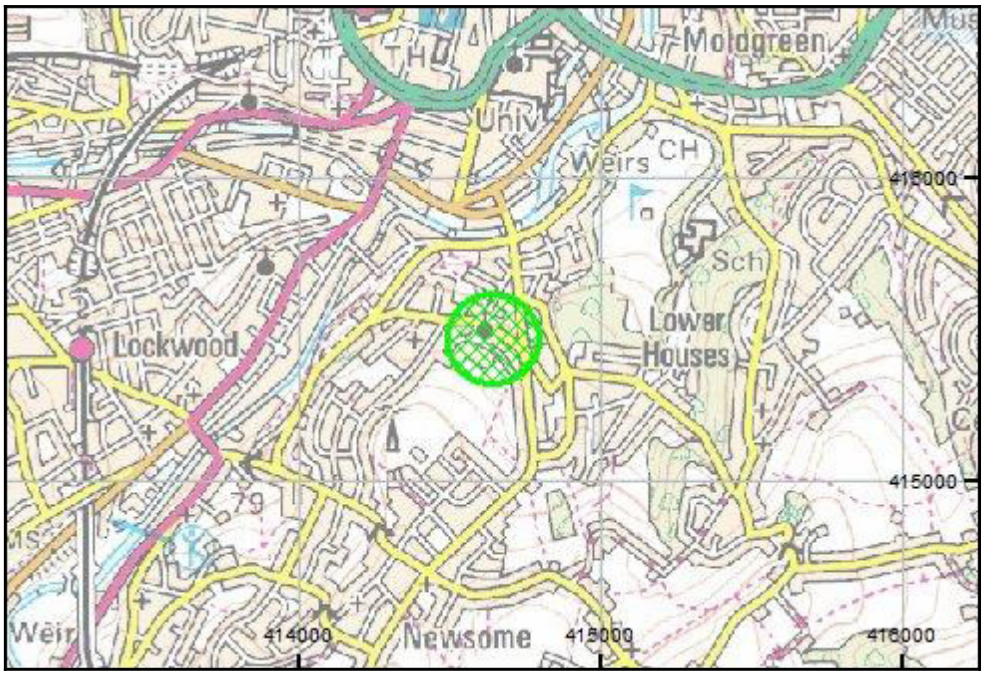
The Coal Authority owns the copyright in this report. The information we have used to write this report is protected by our database right. All rights are reserved and unauthorised use is prohibited. If we provide a report for you, this does not mean that copyright and any other rights will pass to you.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

Where this 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:	16 October 2014
Issued to:	ARC ENVIRONMENTAL LTD SOLUM HOUSE, UNIT 1 ELLIOTT COURT ST JOHNS ROAD MEADOWFIELD DURHAM DURHAM DH7 8PN
Property Search for:	46 STILE COMMON ROAD, HUDDERSFIELD, HD4 6DE
Reference Number:	51000652478001
Date of Issue:	16 October 2014
Cost:	£25.00
VAT @ 20%:	£5.00
Total Received:	£30.00
VAT Registration	598 5850 68

Location map

Approximate position of property



Enquiry boundary

Reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2014. All rights reserved. Ordnance Survey Licence number: 100020315



Key

Approximate position of enquiry boundary shown

Mapping sourced from Ordnance Survey

Policy Summary – Coal & Brine Search Report Insurance

This is a summary of the policy and does not contain the full terms and conditions of the cover which can be found in the policy document. It is important that you read the policy document carefully when you receive it.

Name of the Insurer

The insurer is Aviva Insurance Limited. Registered in Scotland No. 2116. Registered Office: Pitheavlis Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Coal Authority

The Coal Authority, a NDPB (non-departmental public body) sponsored by DECC (Department for Energy and Climate Change) 200 Lichfield Lane Mansfield Nottinghamshire NG18 4RG is responsible for producing the coal & brine search report, issuing the policy, collecting the premium and declaring the existence of the policy to Aviva Insurance Limited.

Type of Insurance and Cover

a. The policy is evidenced by the policy that is attached to the coal & brine search report provided by The Coal Authority in respect of a search in form CON29M (2006).
b. Where a coal & brine search report has been obtained in connection with a sale of the property, cover is provided for the benefit of a purchaser and their lender; in the case of a re-mortgage or where the existing owner chooses to obtain a coal & brine search report, cover is provided for the benefit of the owner and their lender.
c. The policy offers protection against loss sustained by the owner of the property if any new problems or adverse entries are revealed in a subsequent coal & brine search report which were not revealed by the original report to which the policy was attached.

Significant features or benefits under the policy and the term/duration of the policy

a. Cover is provided for loss that you suffer up to an amount of £50,000.00.
b. For the purposes of the policy loss includes:-
   (i) any reduction in the market value of the property directly attributable to changes in the information revealed in the coal & brine search report compiled against the property; and
   (ii) all other costs and expenses incurred which we have agreed, in writing, to cover.
c. A single premium has been paid in respect of the cover provided under the policy; the policy remains in effect until you sell the property, or if you are the lender, the debt secured by the mortgage has been repaid.
d. You cannot transfer the benefits of the policy to anyone else. However, if you die whilst you still have the benefit of the cover provided by the policy, the benefit will pass to your estate and beneficiaries.

Significant or unusual Exclusions or Conditions under the policy

a. Full details can be found in the Cover and Exclusions sections of the policy.
b. The policy does not cover your costs in relation to the loss of a transaction for the sale or purchase of the property.
c. The property must be an existing (i.e. it must have been lived in) single residential house, flat or maisonette in the United Kingdom.
d. The policy does not cover loss relating to structural or other physical damage caused to the property by subsidence, flooding or otherwise.
e. The policy does not cover you for any loss in relation to any matter revealed in the coal & brine search report to which the policy is attached nor in relation to any matter that you were otherwise aware of on or before the policy was issued.

Cancellation Rights

You have the statutory right to cancel your policy within 14 days either from the day of purchase of the policy or the day on which you receive your policy, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

How to claim

If you need to make a claim please write to Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number. Telephone 0800 158 2236. Please enclose your policy and the coal & brine search report attached to it together with the subsequent coal & brine search report giving rise to the claim.

Telephone Call Recording

For your and our joint protection telephone calls may be recorded and/or monitored.

If You Have a Complaint

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please contact The Legal Indemnity Manager. You can write to Aviva Legal Indemnities at, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, or telephone 0800 158 2236, whichever suits you. We are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may refer it to this independent body. Following the complaints procedure does not affect your right to take legal action. The full complaints procedure is set out in the policy.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.

© The Coal Authority

AVIVA

Policy Number: **23052068**
Report Reference Number: **51000652478001**
Dated: **16 October 2014**

Coal & Brine Search Report Insurance Policy

We welcome you as a Policyholder of Aviva, a worldwide organisation offering you a local insurance service for your personal and business requirements.

This Policy is your evidence of insurance and may be required in the event of a claim.

Property: 46 STILE COMMON ROAD, HUDDERSFIELD, HD4 6DE

Definitions

You/Your means the person insured by this Policy. You may be

i. The person who asked for the Coal & Brine Search Report in connection with your purchase of the Property (and your mortgagee)
ii. The person who purchased the Property (and your mortgagee) if the person selling the Property has asked for a Coal & Brine Search Report for the benefit of the purchaser as part of a seller's pack or if the Property has been purchased by way of auction
iii. The owner of the Property (and your mortgagee) if you are re-mortgaging the Property or the owner of the Property who has chosen to obtain a Coal & Brine Search Report.

We/Us/Our means the insurer, Aviva Insurance Limited. Registered in Scotland No. 2116. Registered Office: Pitheavlis Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

TCA means The Coal Authority a NDPB (non-departmental public body) sponsored by DECC (Department for Energy and Climate Change) 200 Lichfield Lane Mansfield Nottinghamshire NG18 4RG. TCA is responsible for producing the Coal & Brine Search Report, issuing this Policy, collecting the Premium and declaring the existence of this Policy to us.

Coal & Brine Search Report means the attached Coal & Brine Search Report that TCA has prepared for the Property following a Coal Mining & Brine Subsidence Search providing information compiled from

i. TCA's records in relation to past, present and future underground and opencast coal-mining activity, shafts and adits (vertical and horizontal entries to mines), coal-mining geology, coal-mining related hazards, coal-mining subsidence and mine gas and
ii. The records of the Cheshire Brine Subsidence Compensation Board in relation to Cheshire Brine.

Effective Date means the date of the Coal & Brine Search Report attached to this Policy.

Limit of Cover means an amount of £50,000.

Market Value means the value determined by a Surveyor appointed following agreement by you and us (or appointed by an arbitrator in the absence of such agreement).

Period of Insurance means the period from the Effective Date until

i. You sell the Property or
ii. The debt secured by the mortgage is repaid if you are a mortgagee.

Premium means the total amount of £0.95p paid in consideration of the cover provided by this Policy which includes Insurance Premium Tax at the appropriate rate.

Property means the property the address of which appears at the top of this Policy and in respect of which TCA has provided the attached Coal & Brine Search Report.

Surveyor means a person approved by us who has one or more of the following qualifications: FRICS or MRICS.

Cover

Subject to the terms and conditions of this policy and provided TCA has collected the Premium we will cover you up to the Limit of Cover for all claims made during the Period of Insurance in respect of

1. The loss in Market Value of the Property directly attributable to any changes in the information revealed in a subsequent coal & brine search report which was not revealed in the Coal & Brine Search Report attached to this Policy which was carried out on the Effective Date, such loss in Market Value to be calculated at the date of the subsequent coal & brine search report, and
2. All other costs and expenses which we have agreed in writing to cover.

Exclusions

1. We will not pay more than the Limit of Cover in total for any loss in Market Value of the Property and costs and expenses covered by this Policy. You cannot claim the benefit of more than one policy provided by us in this form in relation to the Property.
2. We will not be responsible for any loss you might suffer:
   i. if at the date of the claim you are not the legal or beneficial owner of the Property
   ii. if the Property is not a single private home in the United Kingdom which is used only for residential purposes
   iii. in relation to loss of a transaction for the sale or for the purchase of the Property nor for any costs incurred by you in relation to the loss of such transaction
   iv. in respect of structural or other physical damage caused to the Property by subsidence flooding or otherwise
   v. as a result of any change in information in response to questions 3(a) 3(b) 8(a) or 8(b) of a Coal Mining & Brine Subsidence Search (form CON29M (2006)).

   For the avoidance of doubt this Policy does not provide buildings or contents insurance cover.
3. We will not be responsible for any loss which happens as a result of
   i. an entry on any subsequent coal & brine search report after the Effective Date if this entry also appears on the attached Coal & Brine Search Report
   ii. any problem revealed by the first coal & brine search report after the Effective Date if you or your legal representative knew about the problem on or before the Effective Date
   iii. any change to the Coal Mining & Brine Subsidence Search (form CON29M (2006)) made after the Effective Date which affects our responsibility under this Policy if we would not have been responsible for the loss before such change
   iv. any change in the interpretation of data upon which the Coal & Brine Search Report was produced provided such data remains unchanged.
4. We will not be responsible for any loss for which TCA or the Cheshire Brine Subsidence Compensation Board may be required to pay by law.

Conditions

1. You cannot transfer the benefit of this Policy to anyone else. If you die during the Period of Insurance the benefit of the Policy will pass to your estate and beneficiaries.
2. If you receive information about any claim, loss or incident for which we may be responsible under this Policy you must contact us as soon as possible as set out below in the section; How to claim.
3. If there is any claim under this Policy which is also covered by any other insurance we will pay no more than our rateable proportion of the loss and any costs and expenses connected with it.
4. You agree to do and permit to be done all things that we consider necessary to minimise loss under the Policy. We will be responsible for any expense incurred in complying with this Condition.
5. You must not make any offer promise or payment or incur any costs or expenses unless we have agreed in writing to cover such costs and expenses.
6. If there is a claim under this Policy we have the right to instruct a Surveyor to assess the Market Value of the Property.
7. Where we have accepted a claim and there is disagreement over the amount to be paid the dispute can be referred to an agreed arbitrator (or in the absence of an agreement an arbitrator appointed by the President of the Chartered Institute of Arbitrators) in accordance with the law at the time.

Cancellation Rights (Statutory Cooling Off Period)

You have the right to cancel your policy within 14 days from the day of purchase of the policy or the day on which you receive your policy, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats, in the first instance, please contact Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number. Telephone 0800 158 2236.

Data Protection Act – Information Uses

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data you supply are Aviva Insurance Limited and The Coal Authority.

Insurance Administration

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agents by reinsurers and TCA. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We can supply on request further details of the databases we access or contribute to.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

How to claim

If you need to make a claim please write to Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number. Telephone 0800 158 2236. Please enclose your policy and the Coal & Brine Search Report attached to it together with the subsequent coal & brine search report giving rise to the claim.

Please be aware of the Conditions of this Policy.

Telephone Call Recording

For your and our joint protection telephone calls may be recorded and/or monitored.

Choice of Law

The law of England and Wales will apply to this contract unless at the date of the contract you are a resident of Scotland or Northern Ireland in which case the law of that country will apply.

Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally.
We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting The Legal Indemnity Manager. You can write to Aviva Legal Indemnities at, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, or telephone 0800 158 2236, whichever suits you, and ask your contact to review the problem.

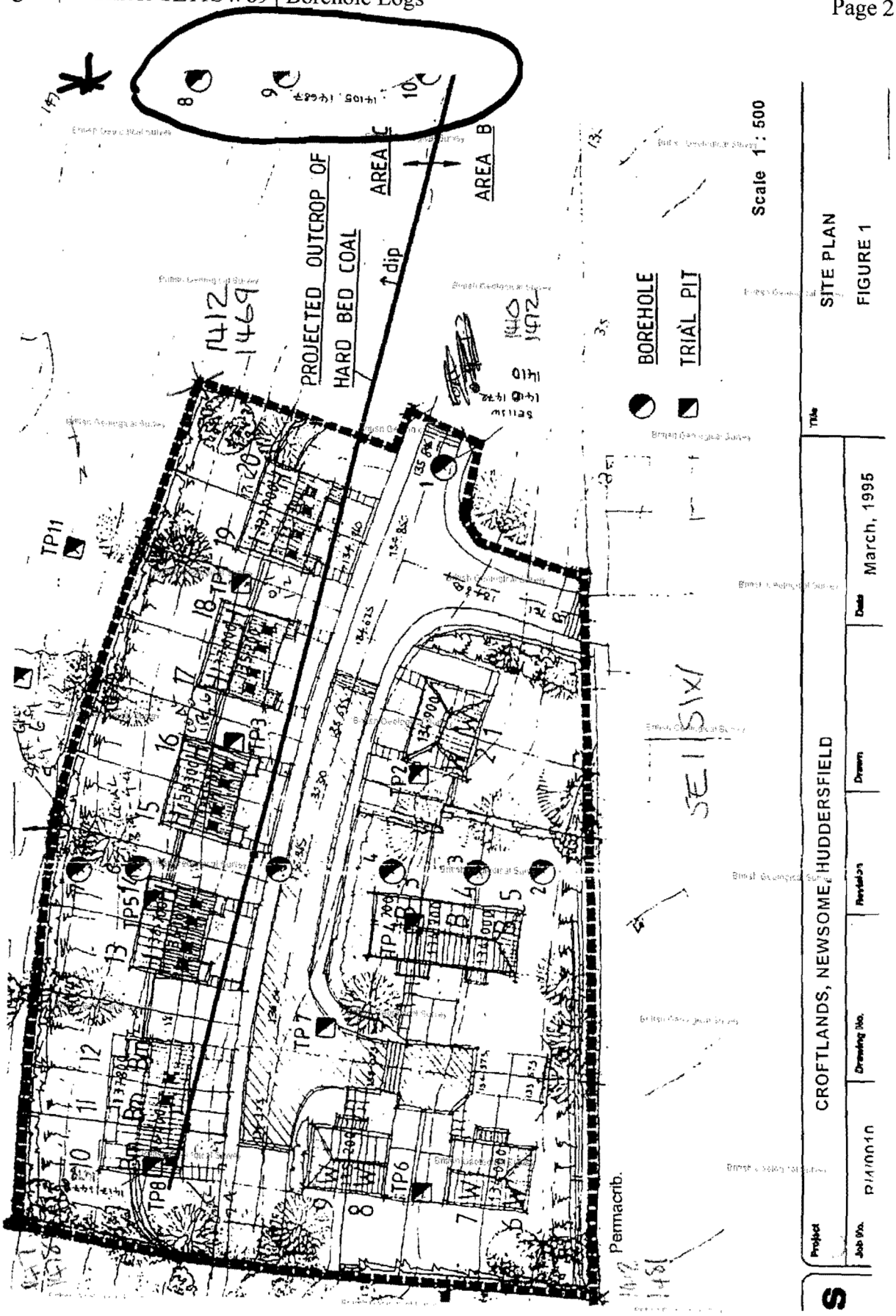
If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0800 023 4567 (free from landlines) or 0300 123 9123. Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.


PROJECTED OUTCROP OF HARD BED COAL
AREA C
AREA B
dip
BOREHOLE
TRIAL PIT
Scale 1": 500
SITE PLAN
FIGURE 1
CROFTLANDS, NEWSOME, HUDDERSFIELD
March, 1995
Permacrib.
SE11SW

SHEET 1 OF 2

RECORD OF BOREHOLE 8

Type and Diameter of Boring
TRACKED ROTARY PERCUSSIVE
100mm diameter

Location
CROFTLANDS, NEWSOME,
HUDDERSFIELD
000000-000000

Ground Level 141m 0.00 m(OD)

Sample/Test Depth (m)	TYPE	Drilling and Casing Progress	Water Level	'N' Value Core Rec. and (RQD)%	Description of Strata	Depth (m)	Level m (OD)	Legend
					Topsoil and clay	1.40	-1.40	
					Black SHALE	2.40	-2.40	
					Carbonaceous SHALE/MUDSTONE	9.00	-9.00	
					Soft ground, no returns	10.00	-10.00	

Remarks

9.0-10.0m, drill progressed with hydraulic pressure, filled ground
Otherwise solid with good returns

Borehole dry throughout

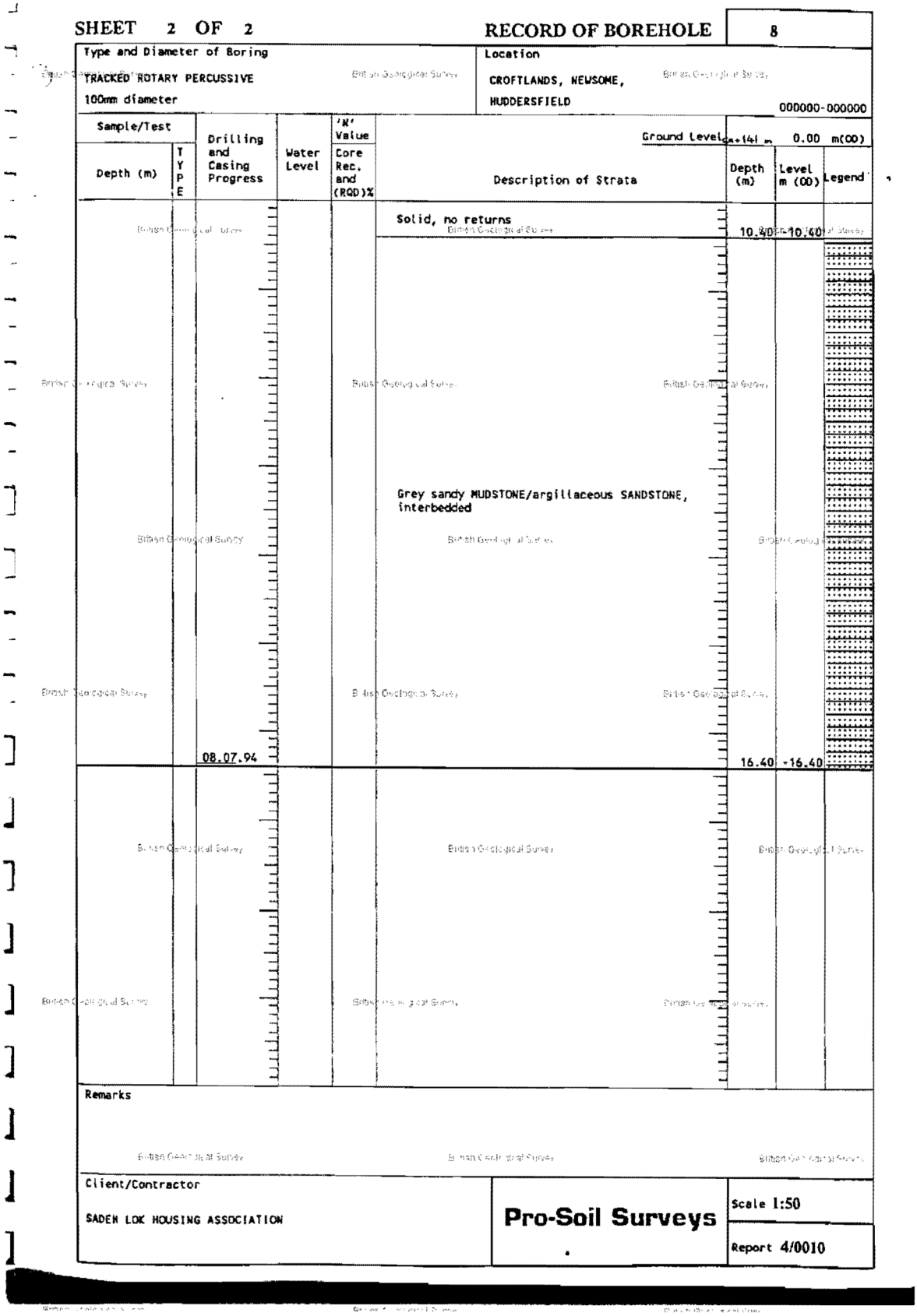
Client/Contractor
SADEH LOK HOUSING ASSOCIATION

Pro-Soil Surveys

Scale 1:50

Report 4/0010

WORKINGS IN HB



SHEET 2 OF 2

RECORD OF BOREHOLE 8

Type and Diameter of Boring
TRACKED ROTARY PERCUSSIVE
100mm diameter

Location
CROFTLANDS, NEWSOME,
HUDDERSFIELD
000000-000000

Ground Level 0.00 m(OD)

Sample/Test Depth (m)	TYPE	Drilling and Casing Progress	Water Level	'N' Value Core Rec. and (RQD)%	Description of Strata	Depth (m)	Level m (OD)	Legend
					Solid, no returns	10.40	-10.40	
		08.07.94			Grey sandy MUDSTONE/argillaceous SANDSTONE, interbedded	16.40	-16.40	

Remarks

Client/Contractor
SADEH LOK HOUSING ASSOCIATION

Pro-Soil Surveys

Scale 1:50

Report 4/0010

SHEET 1 OF 2 — **RECORD OF BOREHOLE** 9

Type and Diameter of Boring
TRACKED ROTARY PERCUSSIVE
100mm diameter

Location
CROFTLANDS, NEWSOME,
HUDDERSFIELD
000000-000000

Ground Level +140m 0.00 m(OD)

Sample/Test Depth (m)	Type	Drilling and Casing Progress	Water Level	'N' Value Core Rec. and (RQD)%	Description of Strata	Depth (m)	Level m (OD)	Legend
					Topsoil and clay	1.10	-1.10	
					Carbonaceous shaly MUDSTONE	7.90	-7.90	
					COAL	8.40	-8.40	
					Interbedded pale grey MUDSTONE and brown sandy MUDSTONE			

Remarks
Solid, good returns throughout
Borehole dry

HB 0.5m

Client/Contractor
SADEH LOK HOUSING ASSOCIATION

Pro-Soil Surveys

Scale 1:50

Report 4/0010

SHEET 2 OF 2 **RECORD OF BOREHOLE** 9

Type and Diameter of Boring
TRACKED ROTARY PERCUSSIVE
100mm diameter

Location
CROFTLANDS, NEWSOME,
HUDDERSFIELD
000000-000000

Ground Level + 140m 0.00 m(OD)

Sample/Test Depth (m)	TYPE	Drilling and Casing Progress	Water Level	'N' Value Core Rec. and (ROD)%	Description of Strata	Depth (m)	Level m (OD)	Legend
					Interbedded pale grey MUDSTONE and brown sandy MUDSTONE			
		08.07.94				16.00	-16.00	

Remarks

Client/Contractor
SADEK LOK HOUSING ASSOCIATION

Pro-Soil Surveys

Scale 1:50

Report 4/0010

SHEET 1 OF 2 — RECORD OF BOREHOLE 10

Type and Diameter of Boring: TRACKED ROTARY PERCUSSIVE, 100mm diameter

Location: CROFTLANDS, NEWSOME, HUDDERSFIELD 000000-000000

Ground Level +139 m 0.00 m(OD)

Sample/Test Depth (m)	TYPE	Drilling and Casing Progress	Water Level	'N' Value Core Rec. and (RQD)%	Description of Strata	Depth (m)	Level m (OD)	Legend
					Topsoil and brown sandy clay	1.40	-1.40	
					SOLID	2.10	-2.10	
					COAL	3.10	-3.10	
					Predominantly brown with grey sandy MUDSTONE	5.40	-5.40	
					Grey becoming carbonaceous shaly MUDSTONE			

HB 1.0m

Remarks

Solid, good returns throughout
Borehole dry

Client/Contractor: SADEH LOK HOUSING ASSOCIATION

Pro-Soil Surveys

Scale 1:50

Report 4/0010

SHEET 2 OF 2 **RECORD OF BOREHOLE** 10

Type and Diameter of Boring	Location
TRACKED ROTARY PERCUSSIVE 100mm diameter	CROFTLANDS, NEWSOME, HUDDERSFIELD 000000-000000

Ground Level ± 128 m. 0.00 m(OD)

Sample/Test Depth (m)	Sample/Test TYPE	Drilling and Casing Progress	Water Level	'N' Value Core Rec. and (RQD)%	Description of Strata	Depth (m)	Level m (OD)	Legend
		08.07.94			Grey becoming carbonaceous shaly MUDSTONE	16.00	-16.00	

Remarks

Client/Contractor

SADEH LOK HOUSING ASSOCIATION

Pro-Soil Surveys

Scale 1:50

Report 4/0010

British Geological Survey
NATURAL ENVIRONMENT RESEARCH COUNCIL

BGS ID: 41305 : BGS Reference: SE11NW218
British National Grid (27700) : 414350,415510
Report an issue with this borehole

K D DRILLING

LOCATION: Primrose Hill

Method: Rotary Percussion

Casing:

BH 2

Date: SE11NW 218

Sheet 1 of 1

1435/1557

RL m A.O.D.	DEPTH m	SOIL DESCRIPTION	SAMPLING No.	SAMPLING Depth	TEST	RESULT
	G/L					
1.40	1.40	Fill				
2.00	3.40	Shales				
0.40	3.80	Coal (Solid)				
2.20	6.00	Sandstones				
14.50	20.50	Shales				
0.80	21.30	Coal (Solid)				
3.70	25.00	Shales				
		Water entry at 13.00.				

MIDDLE BAND 0.4m

SOFT BED 0.8m