

Appendix C

Commission

010/5088/AG

08th November 2024



Registered in England 07068066

Mr Gary Little
LNT Care Developments
Helios 47
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Garforth
LS25 2DY

Parkhill
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www.lithos.co.uk

Dear Gary

Royal Victoria Court, Mendalgief Road, Newport, S. Wales

Further to your recent invitation, please find attached our proposal for undertaking a site investigation on the above land. We understand that proposed development will include a 3-storey care home with associated car parking and landscaping; a layout has been provided.

Review of the information supplied suggests that the site consists of a single parcel of land (c. 0.7ha) within a wider ongoing residential redevelopment. Review of Google Maps suggests the site is being used to stockpile construction materials (north) and arisings (south).

Brief review of internet data suggests the site and the third party reports supplied suggests the site:

- Appears to have been developed around the 1930s with Whitehead Steelworks. The Steelworks were demolished between 2009 & 2013 with remediation/reclamation earthworks of the site in 2016 & 2017. Construction of residential dwellings on the wider site commenced in 2022.
- Is located within 250m of a known landfill site (Newport Sidings);
- Is not within a groundwater source protection zone;
- Is in an area where the risk of encountering UXO is considered low; and
- Is located within a Coal Mining Development beyond the Coal Authority's defined coalfields.

Brief examination of the relevant geological map and third party exploratory hole records suggests the site is underlain by up to 2.5m of (re-engineered?) made ground overlying Tidal Flat Deposits (soft clays & peat) to around 7.0m depth. Bedrock is likely to comprise St Maughan's Formation Mudstone at around 12m depth.

The scope of works outlined in this letter should enable us to assess abnormal development issues, associated with the ground. However, the nature of site investigation is such that it is not always possible to foresee all the potential issues. Consequently, it is sometimes necessary to recommend additional work, but where this occurs we will inform you immediately, provide costs, and seek your further instruction. We have visited site and reviewed available internet data and our geological maps in order to minimise the likelihood of further work.

Ground investigation is generally best undertaken once site operations have ceased and preferably post-vacation; access constraints associated with stockpiles, operations and underground service runs, can prevent thorough inspection of the ground via extensive trial pitting/trenching. Consequently, some uncertainties may remain and a supplementary, post-demolition ground investigation may be required by the relevant regulatory authorities. Nonetheless, useful data can be obtained at this time and we will certainly aim to resolve as much uncertainty relating to ground as possible, in order to enable you to make an unconditional offer for the site.

We will need a Promap or topo survey in CAD format, to provide a base plan for technical drawings etc. If you do not have one, we could obtain for an E\O of £ .



Our site investigation will be undertaken in accordance with UK good practice (as outlined in BS5930, BS10175, LCRM etc). Our Report may not be fully compliant with Eurocode 7 (EC7) and will not purport to be a Ground Investigation Report, nor a Geotechnical Design Report as defined by EC7. Our ground appraisal is intended to assist others as they proceed with design of the proposed development.

This proposal allows for the following works:

Desk study: Environmental search data and historical maps (obtained from Landmark or Groundsure), will be reviewed in order to determine whether past land uses have had any effect on the proposed development. In addition, published geological plans of the area will be examined.

We will also obtain a natural ground stability report from BGS in order to check whether or not bedrock is considered prone to dissolution (but likely very low risk) and a Mining & Ground Stability search from Landmark.

We will also visit site to undertake a walkover survey. However, given travel time to Newport, the walkover will be done the day before (usually we would do a walkover a week or two in advance of fieldwork).

The HSA Radon Map indicates the site lies within an area where 10% to 30% of dwellings are above the radon action level, therefore we will obtain a site specific BGS radon report.

We will complete a more detailed review of the Arup & IG reports.

Fieldwork: We have allowed for a day's trial pitting and the drilling of 3 cable percussion boreholes. All trial pits and boreholes will be supervised and logged by an experienced geoenvironmental engineer.

This proposal has been put together without a recent site visit and the following is assumed:

- All construction materials currently being stored on the north of the site will be moved prior to the investigation.
- Lithos will have unobstructive access and no other groundworks/machinery movements will be taking place within the LNT parcel.
- The site is secured from the general public.

Trial pitting will enable us to determine the:

- Nature of any made ground, including:
 - visual/olfactory evidence of potential contamination and the proportion of undesirable elements e.g. biodegradable matter, relict foundations etc
 - the proportion of "oversize", boulder-sized material
- Nature, distribution and thickness of shallow soils
- Suitability of the ground for founding structures and highways

Given nature of the ground conditions and the time of year, we have allowed for pits to be dug using a tracked 360° excavator. Representative soil samples of natural and man-made ground, including any contaminated samples, will be taken during the works. In-situ shear strengths of any cohesive soils encountered will be determined by the use of a hand-held shear vane.

We will make every effort to compact arisings and 'sweep' them over each trial pit. However, you should be aware that on completion of the investigation, "graves" of spoil (each about 3m long by 1m wide) unsuitable for trafficking, will be left up to 400mm proud at each trial pit location. At this stage, no allowance has been made for any further reinstatement such as removal of excess arisings, replacement of turf etc.

Based on review of ground conditions (up to 2.5m of made ground overlying soft Clays & peats), **soakaways** will not provide a satisfactory solution for surface water drainage and no allowance has been made for soakaway testing at this stage.

The **cable percussion boreholes** will be advanced to depths of c. 15m or refusal in bedrock, whichever is the shallower, and are primarily intended to enable the retrieval of geotechnical data from depth to inform pile design.

Given the anticipated presence of soft Tidal Flat Deposits, SPTs will be undertaken at approximate 1m to 1.5m intervals as the boreholes are advanced. SPTs allow assessment of the in-situ density of granular soils, enabling determination of allowable bearing capacity and thereby definitive foundation advice.

Undisturbed, thin wall open-tube samples (UT100) will be obtained from natural in-situ cohesive soils on striking and then alternate with SPTs (except in soft clays where only UT100s will be recovered) at intervals of 1m to 1.5m.

The boreholes will be cased-off during drilling to at least rock head, in order to reduce the possibility of blowing sands, groundwater ingress, mis-sampling etc.

Boreholes will also allow the installation of gas & groundwater wells (50mm ID, HDPE pipework with bentonite seals and a gravel filter pack). Well headworks will comprise a 100mm diameter steel security helmet which will extend about 150mm above ground level (if required, the position of each helmet could be "marked" with a 1.5m high fence post to reduce the likelihood of damage by construction machinery).

At this stage, we have assumed that overnight security will not be required, but this will be reviewed following a site visit. If required, security would be an E\O of £ per night.

Exploratory holes will be positioned a hand-held GPS (typically +/- 3m accuracy); if required we could arrange for a **surveyor** to pick-up exploratory holes (and provide co-ordinates/ground levels) for an E\O cost of £ .

Given the likely presence of peat and adjacent area of landfill within 250m of the site, we have allowed for the installation of wells in 3 holes and monitoring for hazardous **gas** (and any shallow groundwater).

The generation potential of this gas source is considered likely to be Very Low. Therefore, in accordance with CIRIA Report C665, we have initially allowed for 6 visits over a 3-month period. A hazardous gas risk assessment will be issued on completion of monitoring.

We strongly recommend that groundwater / gas wells be decommissioned after monitoring has been completed. Decommissioning involves removal of the metal covers, unscrewing the upper 1m to 2 m of pipework and filling the void / remaining well with bentonite.

Decommissioning of monitoring wells removes the potential for groundwater pollution caused by accidental spillages during the construction phase and prevents gas migration into sub-floor voids. Subject to your instruction, we will decommission accessible wells after the last monitoring visit for an E\O price of £ +VAT.

Testing: This will comprise routine **geotechnical** soils analysis, including 16 moisture content & Atterberg limits, and 20 pH & water-soluble sulphate and 4 gradings.

Given the anticipated soft and potentially compressible alluvial deposits, we have allowed for single stage, undrained unconsolidated triaxial tests on 6 undisturbed samples to assess shear strength, and one-dimensional analysis on 6 undisturbed samples to enable assessment of potential settlement and therefore aid foundation design.

This site is brownfield and therefore likely to be underlain by made ground which in turn is likely to be subject to re-engineering prior to the construction of new estate roads. Consequently, there is no merit in obtaining CBR values at this stage.

Appropriate **chemical analyses**, based on our review of the existing SI reports and knowledge of the site's history, have been allowed for; this will comprise 20 samples for a suite including heavy metals, speciated PAH, and banded TPH (with supplementary speciation as/where appropriate). In the event that ground contamination is more significant or different to that anticipated, it might be necessary to carry out additional chemical testing.

Within in our proposal we have allowed for the screening (ID) of 20 samples for asbestos. In the event that positive IDs are reported, it is likely that we will need to schedule further analysis (asbestos quantification), in order to determine the significance of the results. Asbestos quantification is currently a relatively expensive test and consequently we have not allowed for it at this stage. We will inform you immediately after receipt of results if we consider asbestos quantification is required.

We have also allowed for 6 waste acceptance criteria (**WAC**) tests (4 on made ground and 2 on natural ground). WAC testing is required for any material deposited within a landfill and will identify which landfill type can accept the waste i.e. inert, non-hazardous etc. WAC analysis is different to the 'routine' laboratory testing undertaken in order to determine hazardous properties; hazardous properties of a waste cannot be determined by WAC testing.

We will also schedule 'routine' analysis on the 2 samples of natural ground (to aid waste classification).

In the event that steel slag is identified within the made ground, potential **slag expansion** (simple evaluation) testing will be required to assess the expansivity of the steel slag. This would be undertaken on 3 samples at an E\O total cost of £ +VAT.

Reporting & timescales: In order to provide you with sufficient information to enable assessment of abnormal costs at the earliest opportunity we will issue a concise overview report within 3 days of fieldwork completion.

On completion of the desk study, fieldwork and laboratory testing a comprehensive, factual and interpretative report will be issued. This will contain exploratory hole logs, laboratory test results, copies of all relevant correspondence and drawings of the site. The report will include qualitative risk assessment with respect to both controlled waters and human health. The report will also include consideration of foundation types.

Our report will provide a review of laboratory results considered against relevant hazardous properties and concentration limits within WM3. This **basic review** will provide an indication of whether the surplus soil is hazardous or non-hazardous and provide the likely waste code. However, in some cases, particularly where there is a mixture of contaminants, or individual metal concentrations are found to exceed 1,000 mg/kg, a more detailed assessment may be required (allow an E\O of £).

At the time of writing, fieldwork could be commenced within 3 to 4 weeks of receipt of your written instruction to proceed. Our comprehensive geoenvironmental appraisal report will be issued within 4 weeks of fieldwork completion. This report will comment on issues associated with hazardous gas, but the gas risk assessment will not be issued until monitoring is completed.

A completed copy of the **HBf** Contaminated Land Assessment Form will be included in an Appendix to our Report. However, the proposed route(s), and total length, of water supply pipes are not currently known and no allowance has been made for laboratory testing of soil samples in line with UKWIR guidance.

Given previous usage of this land, it is considered highly likely that a **Remediation Strategy** report will be required by the Local Authority, and our proposal allows for this.

It should be noted that a Remediation Strategy outlines the remediation objectives necessary to protect environmental receptors and render a site suitable for the proposed end use. A Remediation Strategy is not the same as a Method Statement; the latter should be prepared subsequently, usually by a Contractor, in order to detail how the objectives will be achieved.

Invoicing: The attached proposal provides a breakdown of the costs associated with this project. This breakdown is for information only and the proposal can be regarded as a lump sum price of £ plus VAT. Variation will only occur in the event that a given item is not undertaken or that substantial additional works are recommended, in which case we will inform you immediately, provide costs for the required works, and seek your prior consent. Revision of the costings provided may be required if works are not instructed within **3 months** of the date this proposal was issued.

Our proposal allows for submission of a single piece of correspondence with NHBC and/or the local authority to address any queries they may have. Any further meetings, correspondence etc, would be chargeable.

We will submit invoices for this project on completion of each Item(s) instructed.

Please note if following instruction of the works outlined in this proposal, it is necessary to subsequently **postpone or cancel**, this should be done at least 3 working days before Lithos are due to commence intrusive investigation on site. We reserve the right to charge a cancellation fee in the event of later notification to cover plant / drill rig costs and abortive consultancy time. The cancellation fee will not exceed £ plus VAT.

Health, safety & welfare: The works outlined above will be carried out in accordance with Lithos' task- and site- specific Risk Assessments and Method Statements.

Details of **welfare** will be included within the Method Statements. However, this investigation is expected to last for 3 to 5 working days and assumes that welfare facilities are **already present** for the wider site and the Lithos engineer and subcontractors will have access to these facilities.

Utility plans are required in order to protect operatives from the hazards associated with striking buried services and avoid potentially substantial disruption/repair costs. We will make every effort not to damage any services (including review of utility plans and use of a CAT detector). However, Lithos cannot accept liability for damage to any underground services that are not accurately marked on plans made available to us prior to commencement of our field investigation, or have not been accurately marked on the ground by a responsible third party (e.g. utility company, site owner).

Most developers have copies of the necessary utility plans (including electricity, gas, water, drainage & telecom), and it would be appreciated if you could forward these prior to the proposed fieldworks. However, if you do not have the necessary plans, Lithos will obtain them direct from each of the utility companies.

Under the **CDM** Regulations 2015, Lithos must be provided with pre-construction information already in your possession, or information that can reasonably be obtained through sensible enquiry. This information must be relevant to the project, have an appropriate level of detail, and be proportionate to the nature of the risks.

If no other designers or contractors have been appointed, Lithos could perform the role of Principal Contractor but only for the duration of the site investigation outlined in this proposal. If you require us to perform the role of Principal Contractor, please make this clear in your instruction. It should be noted that we are not suitably qualified to perform this role where other designers or contractors are also appointed.

It is anticipated that the site investigation outlined in this proposal will be undertaken several months before any construction is commenced on site. Consequently, our works can be considered in isolation and, given the anticipated number of person days on site, this site investigation is not notifiable to the HSE.

Terms & conditions: LNT and Lithos have agreed Terms and Conditions, a copy of which are enclosed.

It is hoped the above is sufficient for your present needs. However, should you require any further information, please contact the undersigned.

Yours sincerely

A handwritten signature in black ink, appearing to read "AG", with a long horizontal flourish extending to the right.

Adam Gombocz
Director

**for and on behalf of
LITHOS CONSULTING LIMITED**

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

"Agreement" shall mean these Terms (entitled "Terms and Conditions for the Appointment of Lithos Consulting Limited"), the Proposal, any document recording the Client's unequivocal acceptance of the Proposal and any other documents or parts of other documents expressly referred to in any of the foregoing;

"Client" shall mean the party for whom the Services are being provided to by Lithos;

"Documents" shall mean all documents of any kind and includes plans, drawings, reports, programmes, specifications, Bills of Quantities, calculations, letters, e-mails, faxes, memoranda, films, and photographs (including negatives), or any other form of record prepared or provided or received by, or on behalf of Lithos, and whether in paper form or stored electronically or on disk, or otherwise;

"Intellectual Property" includes all rights to, and any interests in, any patents, designs, trademarks, copyright, know-how, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) in respect of any technology, concept, idea, data, programme, or other software (including source and object codes), specification, plan, drawing, schedule, minutes, correspondence, scheme, programme, design, system, process logo, mark, style, or other matter or thing, existing or conceived, used, developed, or produced by any person;

"Lithos" shall mean Lithos Consulting Limited of Parkhill, Walton Road, Wetherby, West Yorkshire, LS22 5DZ;

"Reliance Letter" shall mean the form of reliance letter substantially (save for factual information) in the form appended to these Terms;

"Parties" shall mean the Client and Lithos;

"Project" shall mean the project described in the Proposal and any enquiry from the Client on which Lithos has based its Proposal;

"Proposal" means the offer document prepared by Lithos in response to an enquiry or otherwise, in connection with the proposed provision of the Services;

"Services" means the work and services relating to the Project to be provided by Lithos pursuant to the Agreement and as set out in the Proposal and shall include any additions or amendments thereto made in accordance with these Terms;

"Site" means Royal Victoria Court, Newport

"Terms" means these terms entitled "Terms and Conditions for the Appointment of Lithos".

- 1.2 Words importing the singular only shall also include the plural and vice versa, where the context requires.
- 1.3 Words importing persons or parties shall include firms, corporations and any organisation having legal capacity and vice versa, where the context requires; and words importing a particular gender include all genders.
- 1.4 The sub-headings to the clauses of these Terms are for convenience only and shall not affect the construction of the Agreement.
- 1.5 A reference to legislation includes that legislation as from time to time amended, re-enacted or substituted and any Orders in Council, orders, rules, regulations, schemes, warrants, by-laws, directives or codes of practice issued under any such legislation.
- 1.6 In the event of conflict between the documents forming part of the Agreement, the Proposal shall prevail, followed by the Terms.

2 APPOINTMENT

- 2.1 The Client agrees to engage Lithos and Lithos agrees to provide the Services in accordance with the provisions of the Agreement.

3 OBLIGATIONS OF LITHOS

- 3.1 Lithos shall perform the Services using the reasonable standard of skill and care normally exercised by similar professional environmental firms in performing similar services under similar conditions.
- 3.2 Lithos shall perform the Services in accordance with all relevant environmental and safety legislation current at the time of undertaking the project.

4 OBLIGATIONS OF THE CLIENT

- 4.1 Throughout the period of this Agreement the Client shall afford to Lithos or procure the affording to Lithos of reasonable access to any site where access is required for the performance of the Services.
- 4.2 The Client accepts responsibility for ensuring that Lithos is notified in writing of all special site and/or plant conditions, including without prejudice to the generality of the foregoing, the existence and precise location of all underground services, cables, pipes, drains or underground buildings, constructions or any hazards known or suspected by the Client, which the Client shall clearly mark on the ground or identify on accurate location plans supplied to Lithos prior to the commencement of the Services. The Client shall also inform Lithos in writing of any relevant operating procedures including any site safe operating procedures and any other regulations relevant to the carrying out of the Services.
- 4.3 If the Client discovers any conflict, defect or other fault in the information or designs provided by Lithos pursuant to the Agreement, he will advise Lithos in writing of such defect, conflict or other fault and Lithos shall have the right to rectify the same or where necessary, to design the solution for rectification of any works carried out by others pursuant to the conflicting, defective or in any other way faulty information or designs.

5 INTELLECTUAL PROPERTY

- 5.1 The copyright in all Intellectual Property prepared by or on behalf of Lithos in connection with the Project for delivery to the Client shall remain vested in Lithos.
- 5.2 The Client shall have a non-exclusive licence to copy and use such Intellectual Property for purposes directly related to the Project. Such licence shall enable the Client to copy and use the Intellectual Property but solely for its own purposes in connection with the Project and such use shall not include any licence to reproduce any conceptual designs or professional opinions contained therein nor shall it include any licence to amend any drawing, design or other Intellectual Property produced by Lithos.
- 5.3 Should the Client wish to use such Intellectual Property in connection with any other works or for any other purpose not directly related to the Project or wish to pass any Intellectual Property to any third party, it must obtain the prior written consent of Lithos (not to be unreasonably withheld or delayed). Lithos shall not be liable for the use by any person of such Intellectual Property for any purpose other than that for which the same were prepared by or on behalf of Lithos.
- 5.4 Ownership of any proposals submitted to the Client that are not subsequently confirmed as part of the Services to be provided for the Client remain with Lithos and such proposals must not be used as the basis for any future work undertaken by the Client or a third party and no liability can be accepted howsoever arising from such proposals.
- 5.5 In the event of the Client being in default of payment of any fees or other amounts due, Lithos may suspend further use of the licence on that Project on giving 2 days' notice of the intention to do so. Use of the licence may be resumed on receipt of the outstanding amounts.

6 TITLE

- 6.1 Lithos shall transfer only such title or rights in respect of the Documents as it has, and if any part is purchased from a third-party Lithos shall transfer only such title or rights as that party had and has transferred to Lithos.
- 6.2 Title in the Documents shall remain with and shall not pass to the Client until the amount due under the invoice(s) (including interest and costs) has been paid in full.
- 6.3 Until title passes, the Client shall hold the Documents as bailee for Lithos and shall store or mark them so that they can at all times be identified as the property of Lithos.
- 6.4 Lithos may maintain an action for the price of the Documents notwithstanding that title in them has not passed to the Client.

7 CONFIDENTIALITY

- 7.1 Lithos undertakes not to divulge or disclose to any third party without the written consent of the Client information which is designated confidential by the Client or which can reasonably be considered to be confidential and arises during the performance of the Services unless required to do so by law or necessary in the proper performance of its duties in relation to the Project, or in order to make full frank and proper disclosure to its insurers or intended insurers, or to obtain legal or accounting advice.
- 7.2 Subject to the above and to the advance prior written consent of the Client, Lithos shall be permitted to use information related to the Services if provides in connection with the Project for the purposes of marketing its services and in proposals for work of a similar type.

8 THIRD PARTIES

- 8.1 The Agreement or any part thereof or any benefit or interest thereunder may not be assigned by the Client without the prior written consent of Lithos. The giving of such consent shall be at the discretion of Lithos and Lithos will only agree to an assignment on its terms and in return for payment of a fee by the Client to Lithos to cover Lithos' legal and other costs associated with any assignment.
- 8.2 The Agreement shall not confer and shall not purport to confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 8.3 Lithos will consent to any request from the Client for Lithos to enter any one or more collateral warranty or letters of reliance with/to a long leaseholder, tenant, funder, or purchaser of the whole or a significant part of the Site (excluding purchasers of individual residential units) with regard to the Services provided under the Agreement, subject at all times to a maximum number of 6 collateral warranties or letters of reliance (or such other number as may be agreed from time to time). Lithos will only enter a collateral warranty or provide a letter of reliance on its terms (in substantially the form attached to this Agreement).

9 INSURANCE

- 9.1 Lithos warrants to the Client that there is in force a policy of Professional Indemnity insurance covering its liabilities for negligence under this Agreement, with a limit of indemnity of £5,000,000 (FIVE MILLION POUNDS) any one claim, save for pollution and contamination claims and asbestos claims both of which carry £2,000,000 (TWO MILLION) in the aggregate cover. This policy is annually renewable and whilst renewal is not automatic, Lithos shall maintain such insurance at all times until six years from the date of the completion (or termination) of the Services under the Agreement, provided such insurance is available at commercially reasonable rates having regard, inter alia, to premiums required and policy terms obtainable.
- 9.2 If for any period such insurance is not available at commercially reasonable rates, Lithos shall forthwith inform the Client and shall obtain in respect of such period such reduced level of Professional Indemnity insurance as is available and as would be fair and reasonable in the circumstances for Lithos to obtain.

10 LIMITATIONS ON LIABILITY

- 10.1 Lithos' liability under or in connection with the Agreement whether in contract, tort, negligence, breach of statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed five million pounds in the aggregate.
- 10.2 No action or proceedings under or in respect of the Agreement whether in contract, tort, negligence, under statute or otherwise shall be commenced against Lithos after the expiry of a period of six years from the date of the completion (or termination) of the Services under the Agreement.
- 10.3 Whilst Lithos will scan all potential exploratory locations with a Cable Avoidance Tool, Lithos shall not be liable for any damage to underground services, cables, pipes, drains or underground buildings, constructions and the like which were either not marked on site or for which accurate plans were not provided.
- 10.4 Lithos shall not be liable for the cost of rectifying any defect, conflict or other fault in the information or designs provided by Lithos or for the cost of designing a solution for and rectifying any subsequent works carried out by others pursuant to the conflicting, defective or in any other way faulty information or designs, unless Lithos has been advised in writing of the same by the Client and has been given the opportunity to rectify the same or where necessary, to design the solution for rectification of any subsequent works carried out by others pursuant to the same.

11 PAYMENT

- 11.1 Invoices for services rendered will be submitted for payment in accordance with the Proposal.
- 11.2 The due date for payment is the date of the invoice and the final date for payment is 28 days from the date of the invoice.
- 11.3 If the Client disputes the amount included for payment in an invoice a written notice must be served on Lithos by the Client not later than 14 days before the final date for payment. If no notice is given the amount due shall be the amount stated in the invoice.
- 11.4 In the event of failure on the part of the Client to pay any monies in accordance with the foregoing payment provisions, Lithos will be entitled to charge interest on any monies owed to it by the Client, such interest to be at a rate of 8% above the base rate of a clearing bank from time to time calculated from the final date for payment to the date of actual payment on a compound basis.

12 DELAY

- 12.1 Lithos will comply with any timescale agreed for completion of the Services unless delayed or prevented by circumstances beyond its reasonable control and in the event of any such circumstances arising Lithos undertakes to complete the Services within a reasonable period but will not be liable to the Client for any delay as a result.

13 TERMINATION

- 13.1 The Agreement may be determined by either party in the event of the other making a composition or arrangement with its creditors, becoming bankrupt, or being a company, making a proposal for a voluntary arrangement for a composition of debts, or has a provisional liquidator appointed, or has a winding-up order made, or passes a resolution for voluntary winding-up (except for the purposes of a bona fide scheme of amalgamation or reconstruction), or has an administrator or an administrative receiver appointed to the whole or any part of its assets. Notice of determination must be given to the party which is insolvent by the other party.
- 13.2 If for any reason the performance of the Services by Lithos is suspended for a period in excess of three calendar months then Lithos shall be entitled to determine its appointment in respect of the Services by seven days written notice to the Client.
- 13.3 If the Client shall fail to pay in full any sum due under the terms of the Agreement by the final date for payment for that sum and no effective notice of intention to withhold payment has been issued, Lithos may serve written notice on the Client demanding payment within 14 days of such notice. If the Client shall fail to comply with such notice, Lithos shall be entitled to terminate its employment under the Agreement forthwith.
- 13.4 Any determination of the appointment of Lithos howsoever caused shall be without prejudice to the right of Lithos to require payment for all services performed up to the date of such determination including but not limited to payment of a fair and reasonable proportion of any figure identified in the Proposal or otherwise for fees in respect of a particular service which Lithos has started, but not completed.

14 NOTICES

- 14.1 Any notice provided for in the Agreement shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post to the address of the relevant party as may have been notified by each party to the other or, in the absence of notification, to the address of Lithos set out above or to the registered address of the Client.
- 14.2 Such notice shall be deemed to have been received on the day of delivery if delivered by hand or on the second working day after the day of posting if sent by first class post.

15 ENTIRE AGREEMENT

- 15.1 The Agreement constitutes the complete and entire agreement between the Client and Lithos with respect to the Services and supersedes any prior oral and/or written warranties, terms, conditions, communications, and representations, whether express or implied and any claim against Lithos in respect of the Services can only be made in contract under the provisions of the Agreement and not otherwise under the law or tort or otherwise.
- 15.2 No amendments, modifications or variation of the Agreement shall be valid unless made in writing and agreed to by both the Client and Lithos; such agreement must be recorded in writing by at least one of the Parties.
- 15.3 Lithos will not be bound by any standard or printed terms or conditions furnished by the Client in any of its documents unless Lithos specifically states in writing separately from such documents that it intends such terms and conditions to apply.

16 DISPUTES AND GOVERNING LAW

- 16.1 The Agreement shall be governed by and construed in accordance with English law and the Parties irrevocably and unconditionally submit to the jurisdiction of the English Courts.
- 16.2 Where the Housing Grants, Construction and Regeneration Act 1996 applies, any dispute between the Parties may be referred to adjudication in accordance with the Scheme for Construction Contracts Regulations 1998 or any amendment or modification thereof being in force at the time of the dispute, as applicable to England, Wales, Scotland, and Northern Ireland.

Kind regards,

Adam Gombocz
Director
Lithos Consulting Ltd
M 07951 497021
DD 01937 543353
www.lithos.co.uk



From: Gary Little <Gary.Little@Intcaredevelopments.co.uk>
Sent: Friday, November 8, 2024 8:24 AM
To: Adam Gombocz <Adam.Gombocz@lithos.co.uk>; Charlotte Copley <Charlotte.Copley@lithos.co.uk>
Cc: Claire Howes <Claire.Howes@Intconstruction.co.uk>; Sam Rose <sam.rose@Intcaredevelopments.co.uk>; Lyndsey-Jane Lupton <lyndsey-jane.lupton@Intconstruction.co.uk>
Subject: RE: 5088 - Newport - Interim Update

Excellent. Thanks Adam.

Gary Little

Pre-Construction Technical Manager



T 07547 105 172

E gary.little@Intcaredevelopments.co.uk



Company No. 12065889. Registered in England & Wales. Helios 47, Isabella Road, Garforth, LS25 2DY, UK

From: Adam Gombocz <Adam.Gombocz@lithos.co.uk>
Sent: Friday, November 8, 2024 8:16 AM
To: Gary Little <Gary.Little@Intcaredevelopments.co.uk>; Charlotte Copley <Charlotte.Copley@lithos.co.uk>
Cc: Claire Howes <Claire.Howes@Intconstruction.co.uk>; Sam Rose <sam.rose@Intcaredevelopments.co.uk>; Lyndsey-Jane Lupton <lyndsey-jane.lupton@Intconstruction.co.uk>
Subject: 5088 - Newport - Interim Update

Morning Gary,

Thanks for the update, that's great. We will get this booked in and get updated RAMS sent across.

I will also revisit the quote, as we currently have a piecemeal approach, with 2 mobs, whereas now we only need one, resulting in a reduction in total cost.

Kind regards,

Adam Gombocz
Director
Lithos Consulting Ltd
M 07951 497021
DD 01937 543353
www.lithos.co.uk



From: Gary Little <Gary.Little@Intcaredevelopments.co.uk>
Sent: Thursday, November 7, 2024 8:53 PM
To: Adam Gombocz <Adam.Gombocz@lithos.co.uk>; Charlotte Copley <Charlotte.Copley@lithos.co.uk>
Cc: Claire Howes <Claire.Howes@Intconstruction.co.uk>; Sam Rose <sam.rose@Intcaredevelopments.co.uk>; Lyndsey-Jane Lupton <lyndsey-jane.lupton@Intconstruction.co.uk>
Subject: Re: Newport - Interim Update

Adam/Charlotte,

We've now heard back from the seller who's telling us they've made good progress with their site clearance works and are now on track to get the works completed by the end of this month.

With that been the case, could we line yourselves up to undertake the ground investigation works **W/C 9th December**? Please confirm your availability asap and I will liaise with the seller to firm up the specific date(s).

Assuming that is okay, can you also get your RAMS updated and sent across (the previous RAMS were on the basis of doing the investigations in a piecemeal manner, whereas you'll now have full access so likely able to do it all in one go).

Thanks,

Gary Little

Pre-Construction Technical Manager

T 07547 105 172

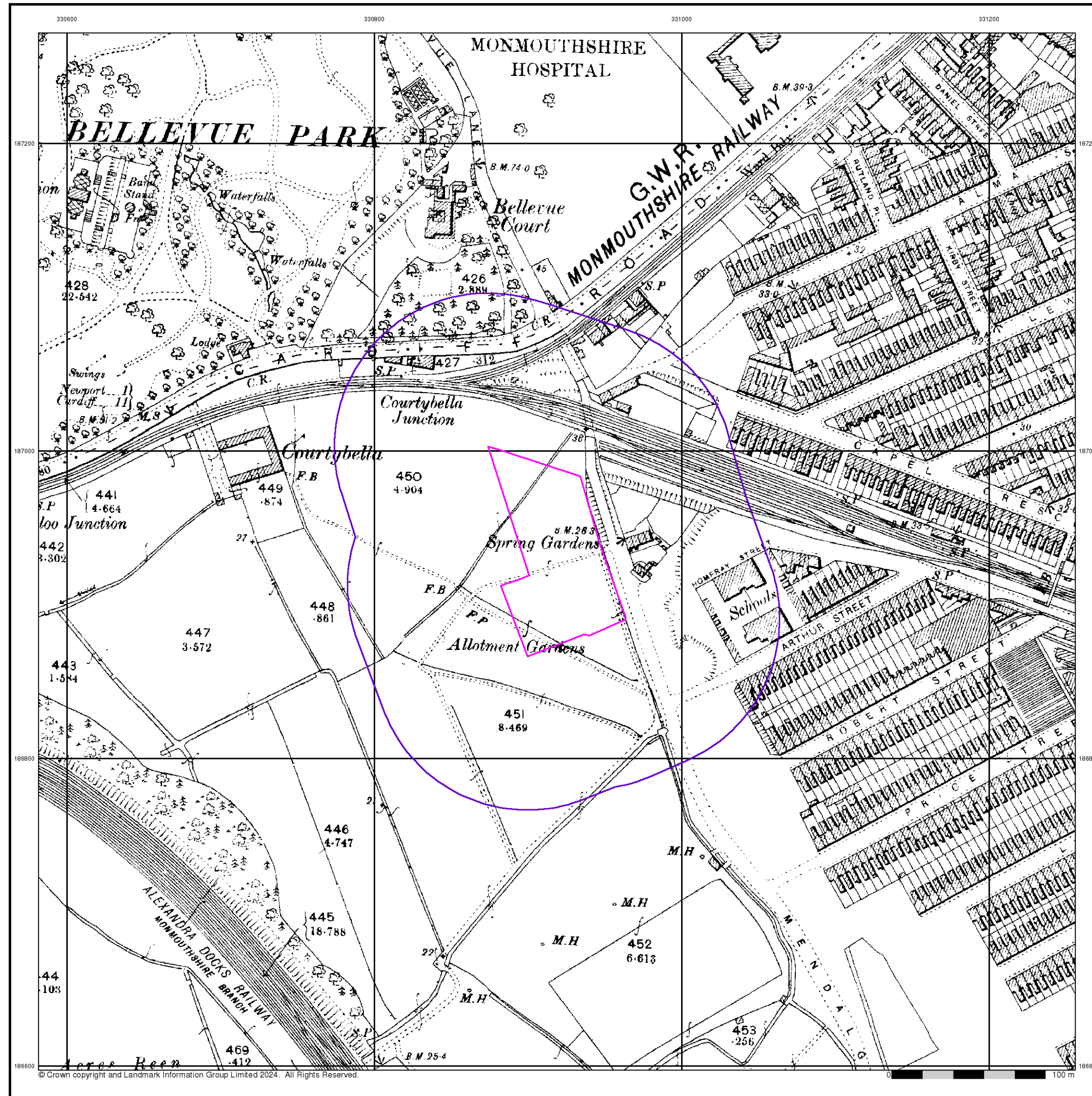
E gary.little@Intcaredevelopments.co.uk

Company No. 12065889. Registered in England & Wales. Helios 47, Isabella Road, Garforth, LS25 2DY, UK

From: Adam Gombocz <Adam.Gombocz@lithos.co.uk>
Sent: Friday, September 20, 2024 3:49 PM
To: Gary Little <Gary.Little@Intcaredevelopments.co.uk>; Charlotte Copley <Charlotte.Copley@lithos.co.uk>
Cc: Claire Howes <Claire.Howes@Intconstruction.co.uk>; Sam Rose <sam.rose@Intcaredevelopments.co.uk>

Appendix D

Historical OS Plans



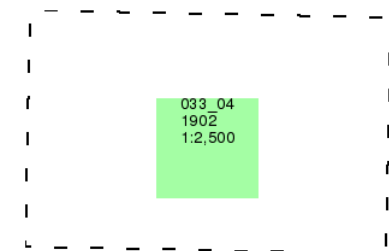
Monmouthshire

Published 1902

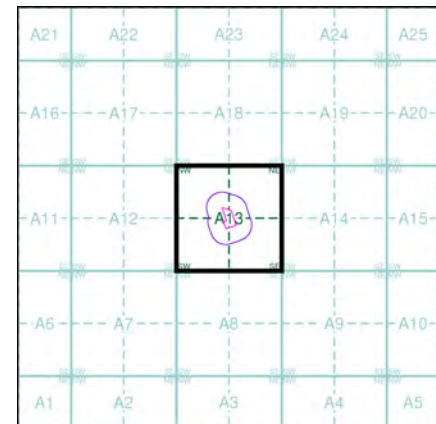
Source map scale - 1:2,500

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas and by 1896 it covered the whole of what were considered to be the cultivated parts of Great Britain. The published date given below is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas.

Map Name(s) and Date(s)



Historical Map - Segment A13



Order Details

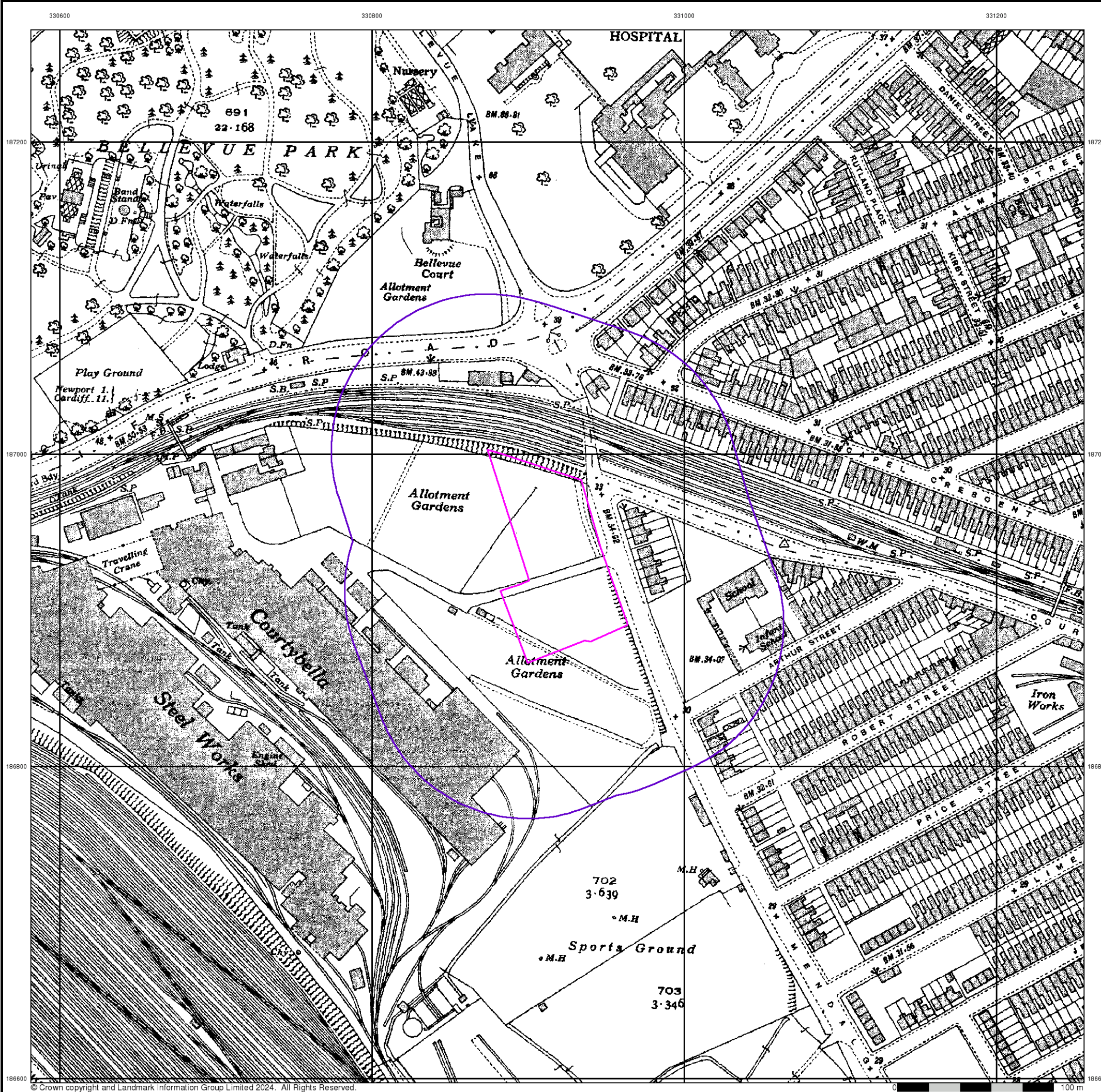
Order Number: 363113560_1_1
Customer Ref: 5088
National Grid Reference: 330910, 186930
Slice: A
Site Area (Ha): 0.69
Search Buffer (m): 100

Site Details

Victoria Court, Newport, NP20 2NJ



Tel: 0844 844 9952
Fax: 0844 844 9951
Web: www.envirocheck.co.uk



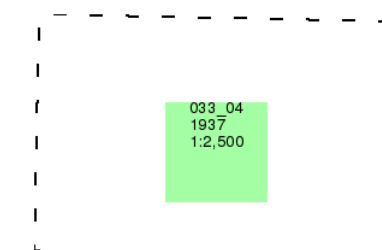
Monmouthshire

Published 1937

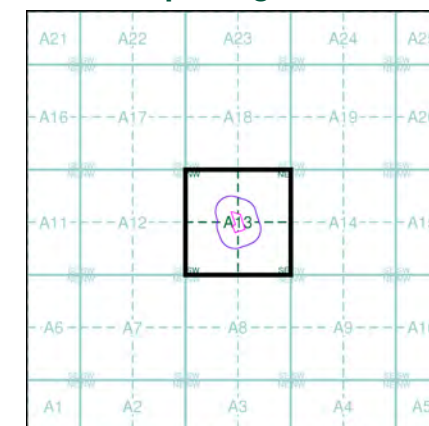
Source map scale - 1:2,500

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas and by 1896 it covered the whole of what were considered to be the cultivated parts of Great Britain. The published date given below is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas.

Map Name(s) and Date(s)



Historical Map - Segment A13



Order Details

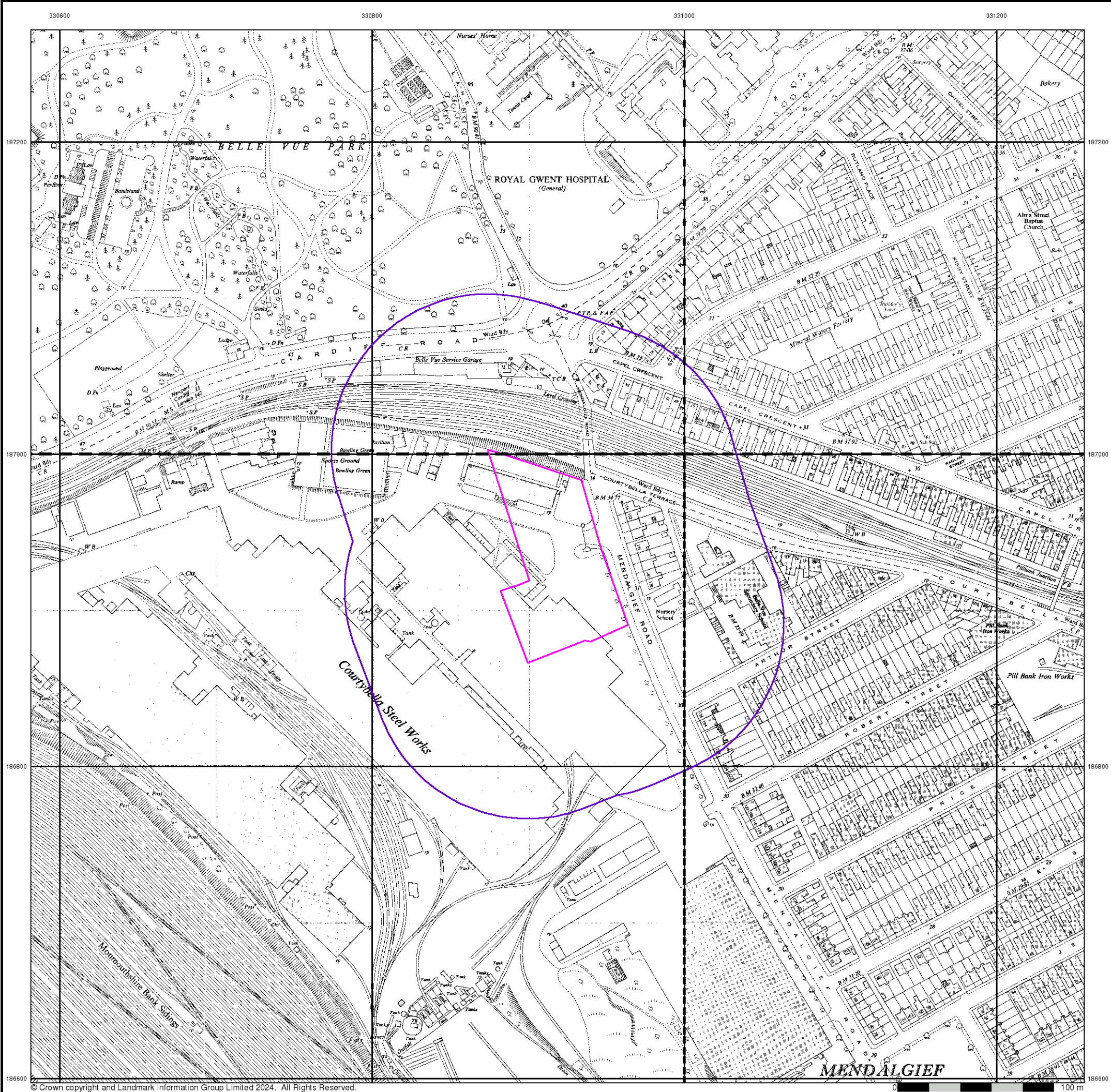
Order Number: 363113560_1_1
Customer Ref: 5088
National Grid Reference: 330910, 186930
Slice: A
Site Area (Ha): 0.69
Search Buffer (m): 100

Site Details

Victoria Court, Newport, NP20 2NJ



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Fax: 0844 844 9951
Web: www.envirocheck.co.uk



Ordinance Survey Plan

Published 1956

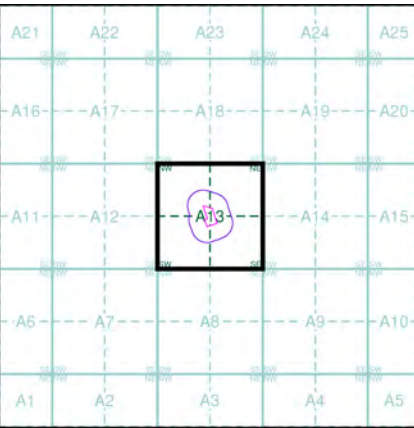
Source map scale - 1:1,250

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas and by 1896 it covered the whole of what were considered to be the cultivated parts of Great Britain. The published date given below is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas.

Map Name(s) and Date(s)

ST3087SE 1956 1:1,250	ST3187SW 1956 1:1,250
ST3086NE 1956 1:1,250	ST3186NW 1956 1:1,250

Historical Map - Segment A13



Order Details

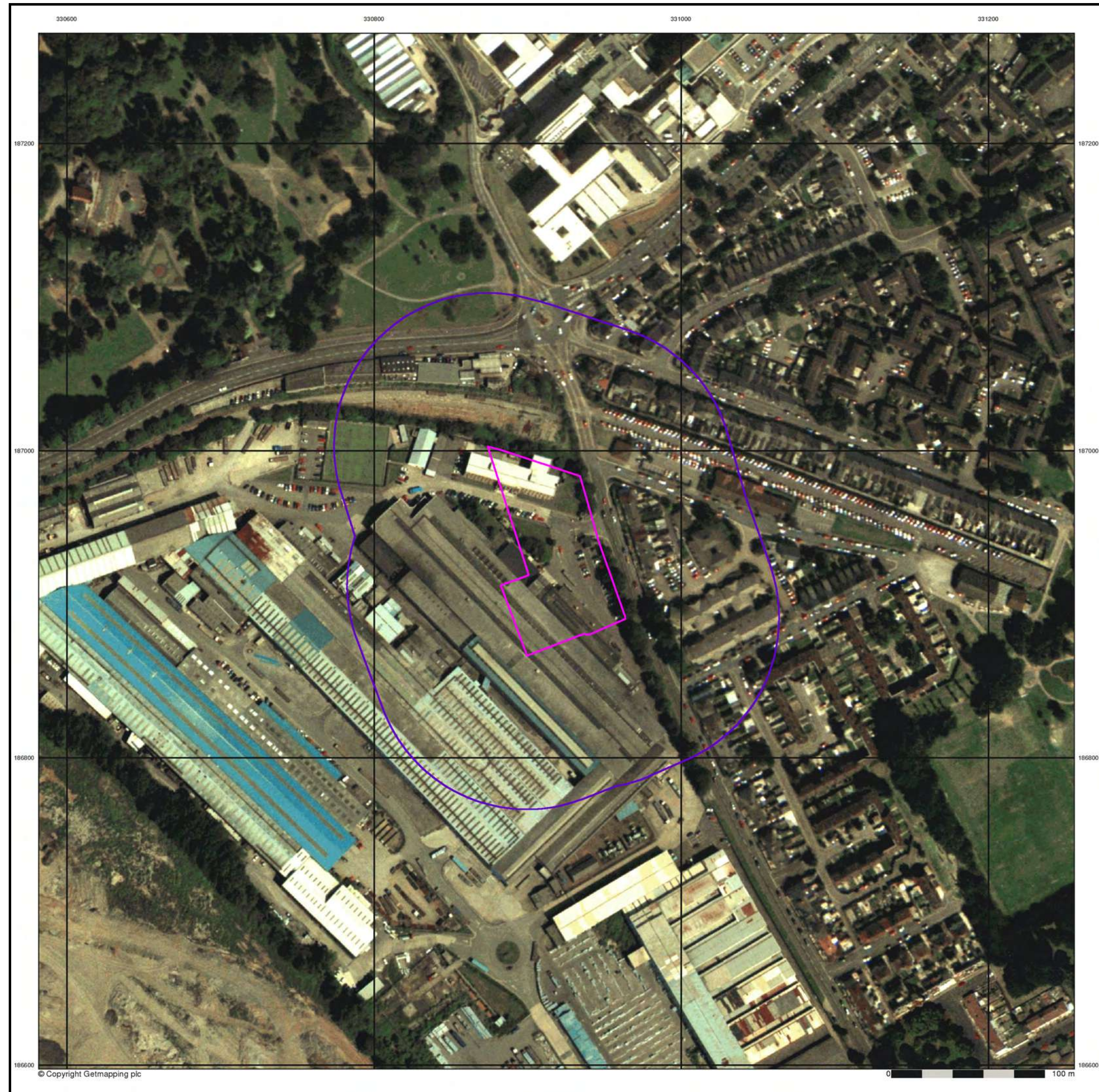
Order Number: 363113560_1_1
Customer Ref: 5088
National Grid Reference: 330910, 186930
Slice: A
Site Area (Ha): 0.69
Search Buffer (m): 100

Site Details

Victoria Court, Newport, NP20 2NJ



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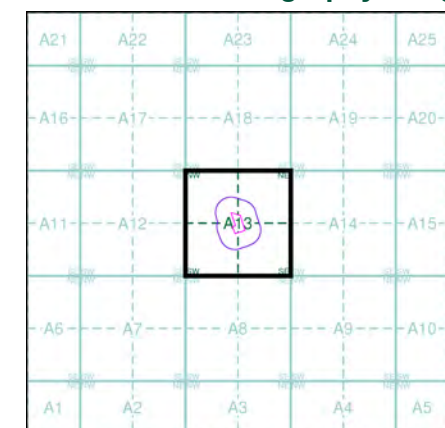


Historical Aerial Photography

Published 2000

This aerial photography was produced by Getmapping, these vertical aerial photographs provide a seamless, full colour survey of the whole of Great Britain

Historical Aerial Photography - Segment A13



Order Details

Order Number: 363113560_1_1
Customer Ref: 5088
National Grid Reference: 330910, 186930
Slice: A
Site Area (Ha): 0.69
Search Buffer (m): 100

Site Details

Victoria Court, Newport, NP20 2NJ



Tel: 0844 844 9952
Fax: 0844 844 9951
Web: www.envirocheck.co.uk

Appendix E

Search Responses & other Correspondence



Envirocheck[®] Report:

Datasheet

Order Details:

Order Number:

363113560_1_1

Customer Reference:

5088

National Grid Reference:

330910, 186930

Slice:

A

Site Area (Ha):

0.69

Search Buffer (m):

1000

Site Details:

Victoria Court

Newport

NP20 2NJ

Client Details:

Mr M Perrin

Lithos Consulting Ltd

Parkhill

Walton Road

Wetherby

LS22 5DZ

Report Section	Page Number
Summary	-
Agency & Hydrological	1
Waste	25
Hazardous Substances	33
Geological	34
Industrial Land Use	36
Sensitive Land Use	88
Data Currency	89
Data Suppliers	94
Useful Contacts	95

Introduction

The Environment Act 1995 has made site sensitivity a key issue, as the legislation pays as much attention to the pathways by which contamination could spread, and to the vulnerable targets of contamination, as it does the potential sources of contamination. For this reason, Landmark's Site Sensitivity maps and Datasheet(s) place great emphasis on statutory data provided by the Environment Agency/Natural Resources Wales and the Scottish Environment Protection Agency; it also incorporates data from Natural England (and the Scottish and Welsh equivalents) and Local Authorities; and highlights hydrogeological features required by environmental and geotechnical consultants. It does not include any information concerning past uses of land. The datasheet is produced by querying the Landmark database to a distance defined by the client from a site boundary provided by the client. In this datasheet the National Grid References (NGRs) are rounded to the nearest 10m in accordance with Landmark's agreements with a number of Data Suppliers.

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Radon Potential dataset Copyright Notice

Information supplied from a joint dataset compiled by The British Geological Survey and Public Health England. The probability result is only valid for properties above ground. All basement and cellar areas are considered to be at additional risk from high radon levels. If an underground room such as a cellar or basement makes up part of the living or working accommodation, the property should be tested regardless of Radon Affected Area status.

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Report Version v53.0

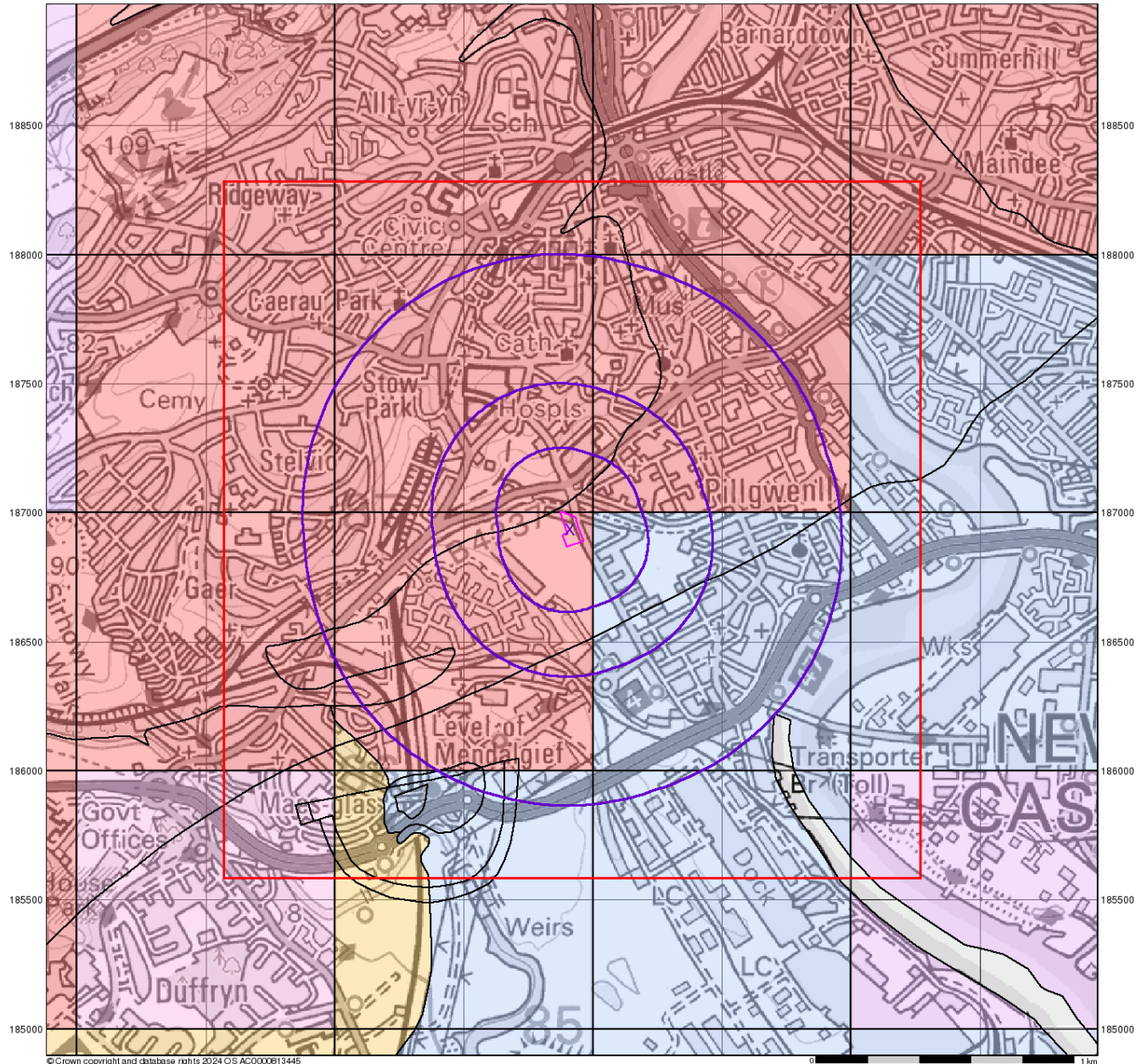
Data Type	Page Number	On Site	0 to 250m	251 to 500m	501 to 1000m (*up to 2000m)
Agency & Hydrological					
BGS Groundwater Flooding Susceptibility					n/a
Contaminated Land Register Entries and Notices					
Discharge Consents	pg 1			6	30
Prosecutions					
Enforcement and Prohibition Notices					
Integrated Pollution Controls					
Integrated Pollution Prevention And Control	pg 10				1
Local Authority Integrated Pollution Prevention And Control					
Local Authority Pollution Prevention and Controls	pg 10			2	10
Local Authority Pollution Prevention and Control Enforcements					
Nearest Surface Water Feature	pg 11		Yes		
Pollution Incidents to Controlled Waters	pg 11			1	2
Historical Prosecutions					
Registered Radioactive Substances	pg 12		16	2	6
Substantiated Pollution Incident Register	pg 16			1	1
Water Abstractions	pg 16				2 (*4)
Water Industry Act Referrals					
Groundwater Vulnerability Map	pg 18	Yes	n/a	n/a	n/a
Bedrock Aquifer Designations	pg 18	Yes	n/a	n/a	n/a
Superficial Aquifer Designations	pg 18	Yes	n/a	n/a	n/a
Source Protection Zones					
Extreme Flooding from Rivers or Sea without Defences				n/a	n/a
Flooding from Rivers or Sea without Defences				n/a	n/a
Areas Benefiting from Flood Defences				n/a	n/a
Flood Water Storage Areas				n/a	n/a
Flood Defences				n/a	n/a
OS Water Network Lines	pg 18		2	5	43
Water Framework Directive - Catchment					
Water Framework Directive - Groundwater	pg 24	Yes			Yes
Water Framework Directive - Surface Waters	pg 24				Yes

Data Type	Page Number	On Site	0 to 250m	251 to 500m	501 to 1000m (*up to 2000m)
Waste					
BGS Recorded Landfill Sites					
Historical Landfill Sites	pg 25		1	1	5
Integrated Pollution Control Registered Waste Sites					
Licensed Waste Management Facilities (Landfill Boundaries)	pg 26		1		1
Licensed Waste Management Facilities (Locations)	pg 26			1	8
Local Authority Landfill Coverage	pg 28	1	n/a	n/a	n/a
Local Authority Recorded Landfill Sites					
Potentially Infilled Land (Non-Water)	pg 28			1	2
Potentially Infilled Land (Water)	pg 28	1	7	13	15
Registered Landfill Sites	pg 30			1	4
Registered Waste Transfer Sites	pg 32			1	
Registered Waste Treatment or Disposal Sites					
Hazardous Substances					
Control of Major Accident Hazards Sites (COMAH)	pg 33				2
Explosive Sites					
Notification of Installations Handling Hazardous Substances (NIHHS)	pg 33				2
Planning Hazardous Substance Consents	pg 33				1
Planning Hazardous Substance Enforcements					

Data Type	Page Number	On Site	0 to 250m	251 to 500m	501 to 1000m (*up to 2000m)
Geological					
BGS 1:625,000 Solid Geology	pg 34	Yes	n/a	n/a	n/a
BGS Estimated Soil Chemistry	pg 34	Yes			Yes
BGS Recorded Mineral Sites	pg 34				1
BGS Urban Soil Chemistry					
BGS Urban Soil Chemistry Averages					
CBSCB Compensation District			n/a	n/a	n/a
Coal Mining Affected Areas			n/a	n/a	n/a
Mining Instability			n/a	n/a	n/a
Man-Made Mining Cavities					
Natural Cavities					
Non Coal Mining Areas of Great Britain	pg 35	Yes		n/a	n/a
Potential for Collapsible Ground Stability Hazards	pg 35		Yes	n/a	n/a
Potential for Compressible Ground Stability Hazards	pg 35	Yes		n/a	n/a
Potential for Ground Dissolution Stability Hazards				n/a	n/a
Potential for Landslide Ground Stability Hazards	pg 35	Yes	Yes	n/a	n/a
Potential for Running Sand Ground Stability Hazards	pg 35	Yes		n/a	n/a
Potential for Shrinking or Swelling Clay Ground Stability Hazards	pg 35	Yes	Yes	n/a	n/a
Radon Potential - Radon Affected Areas			n/a	n/a	n/a
Radon Potential - Radon Protection Measures			n/a	n/a	n/a
Industrial Land Use					
Contemporary Trade Directory Entries	pg 36	3	5	7	355
Fuel Station Entries	pg 67		1		3
Points of Interest - Commercial Services	pg 67				126
Points of Interest - Education and Health	pg 78		3	1	3
Points of Interest - Manufacturing and Production	pg 78		18	7	38
Points of Interest - Public Infrastructure	pg 84			1	25
Points of Interest - Recreational and Environmental	pg 86		2	3	11
Underground Electrical Cables					

Data Type	Page Number	On Site	0 to 250m	251 to 500m	501 to 1000m (*up to 2000m)
Sensitive Land Use					
Ancient Woodland					
Areas of Adopted Green Belt					
Areas of Unadopted Green Belt					
Areas of Outstanding Natural Beauty					
Environmentally Sensitive Areas					
Forest Parks					
Local Nature Reserves					
Marine Nature Reserves					
National Nature Reserves					
National Parks					
Nitrate Sensitive Areas					
Nitrate Vulnerable Zones					
Ramsar Sites					
Sites of Special Scientific Interest	pg 88				1
Special Areas of Conservation	pg 88				1
Special Protection Areas					
World Heritage Sites					

329000 329500 330000 330500 331000 331500 332000 332500



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0 1 km



Groundwater Vulnerability

General

- Specified Site
- Specified Buffer(s)
- Bearing Reference Point
- Slice
- Map ID

Agency and Hydrological

Bedrock Aquifers

- High Vulnerability, Principal Aquifer
- High Vulnerability, Secondary Aquifer
- Medium Vulnerability, Principal Aquifer
- Medium Vulnerability, Secondary Aquifer
- Low Vulnerability, Principal Aquifer
- Low Vulnerability, Secondary Aquifer

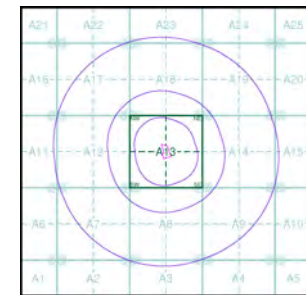
Superficial Aquifers

- High Vulnerability, Principal Aquifer
- High Vulnerability, Secondary Aquifer
- Medium Vulnerability, Principal Aquifer
- Medium Vulnerability, Secondary Aquifer
- Low Vulnerability, Principal Aquifer
- Low Vulnerability, Secondary Aquifer

Unproductive Aquifer

Soluble Rock

Site Sensitivity Context Map - Slice A



Order Details

Order Number: 363113560_1_1
Customer Ref: 5088
National Grid Reference: 330910, 186930
Slice: A
Site Area (Ha): 0.69
Search Buffer (m): 1000

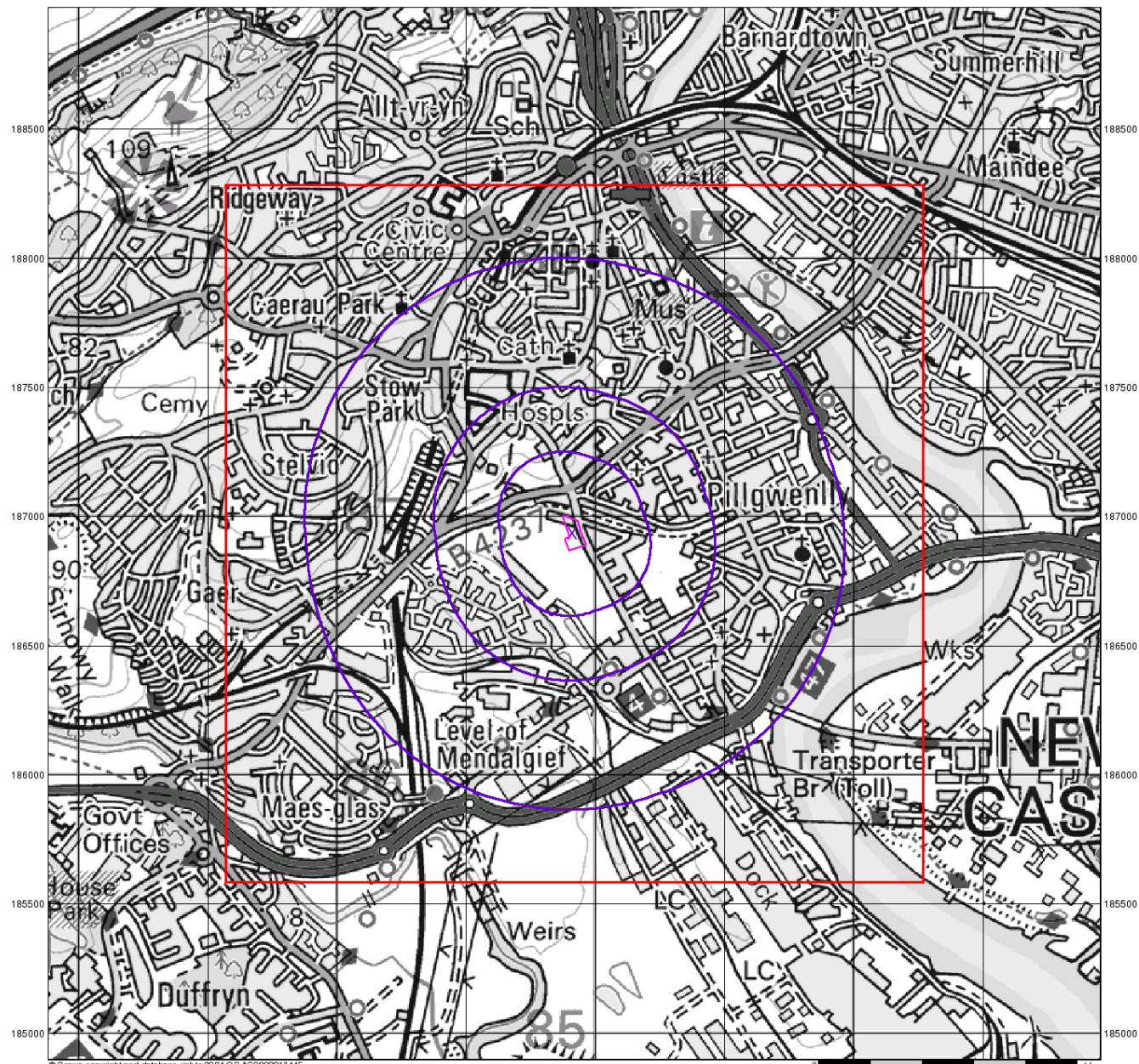
Site Details

Victoria Court, Newport, NP20 2NJ

Landmark
INFORMATION GROUP

Tel: 0844 844 9952
Fax: 0844 844 9951
Web: www.envirocheck.co.uk

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0 1 km



Source Protection Zones

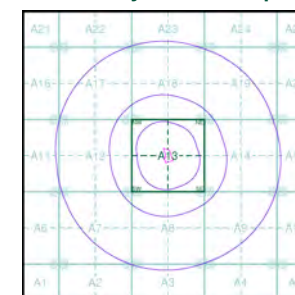
General

- Specified Site
- Specified Buffer(s)
- Bearing Reference Point
- Slice
- Map ID

Agency and Hydrological

- Inner zone (Zone 1)
- Inner zone - subsurface activity only (Zone 1c)
- Outer zone (Zone 2)
- Outer zone - subsurface activity only (Zone 2c)
- Total catchment (Zone 3)
- Total catchment - subsurface activity only (Zone 3c)
- Special interest (Zone 4)

Site Sensitivity Context Map - Slice A



Order Details

Order Number: 363113560_1_1
Customer Ref: 5088
National Grid Reference: 330910, 186930
Slice: A
Site Area (Ha): 0.69
Search Buffer (m): 1000

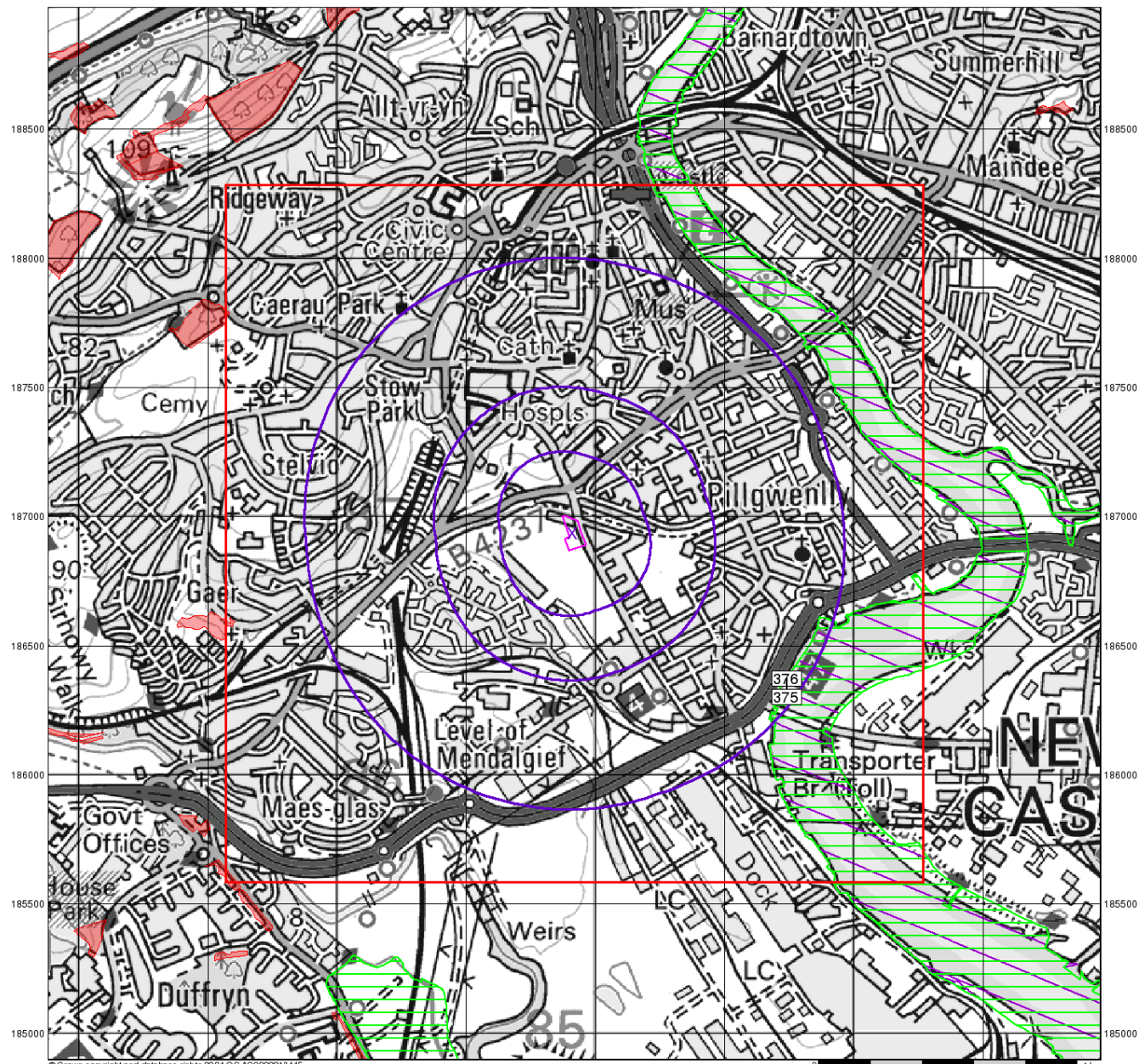
Site Details

Victoria Court, Newport, NP20 2NJ



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0 1 km



Sensitive Land Uses

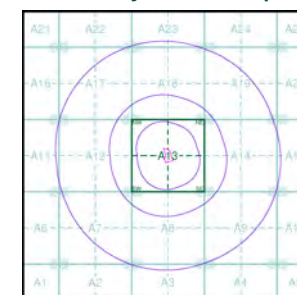
General

- Specified Site
- Specified Buffer(s)
- Bearing Reference Point
- Slice
- Map ID

Sensitive Land Uses

- Ancient Woodland
- Area of Adopted Green Belt
- Area of Unadopted Green Belt
- Area of Outstanding Natural Beauty
- Environmentally Sensitive Area
- Forest Park
- Local Nature Reserve
- Marine Nature Reserve
- National Nature Reserve
- National Park
- Nitrate Sensitive Area
- Nitrate Vulnerable Zone
- Ramsar Site
- Site of Special Scientific Interest
- Special Area of Conservation
- Special Protection Area
- World Heritage Sites

Site Sensitivity Context Map - Slice A



Order Details

Order Number: 363113560_1_1
 Customer Ref: 5088
 National Grid Reference: 330910, 186930
 Slice: A
 Site Area (Ha): 0.69
 Search Buffer (m): 1000

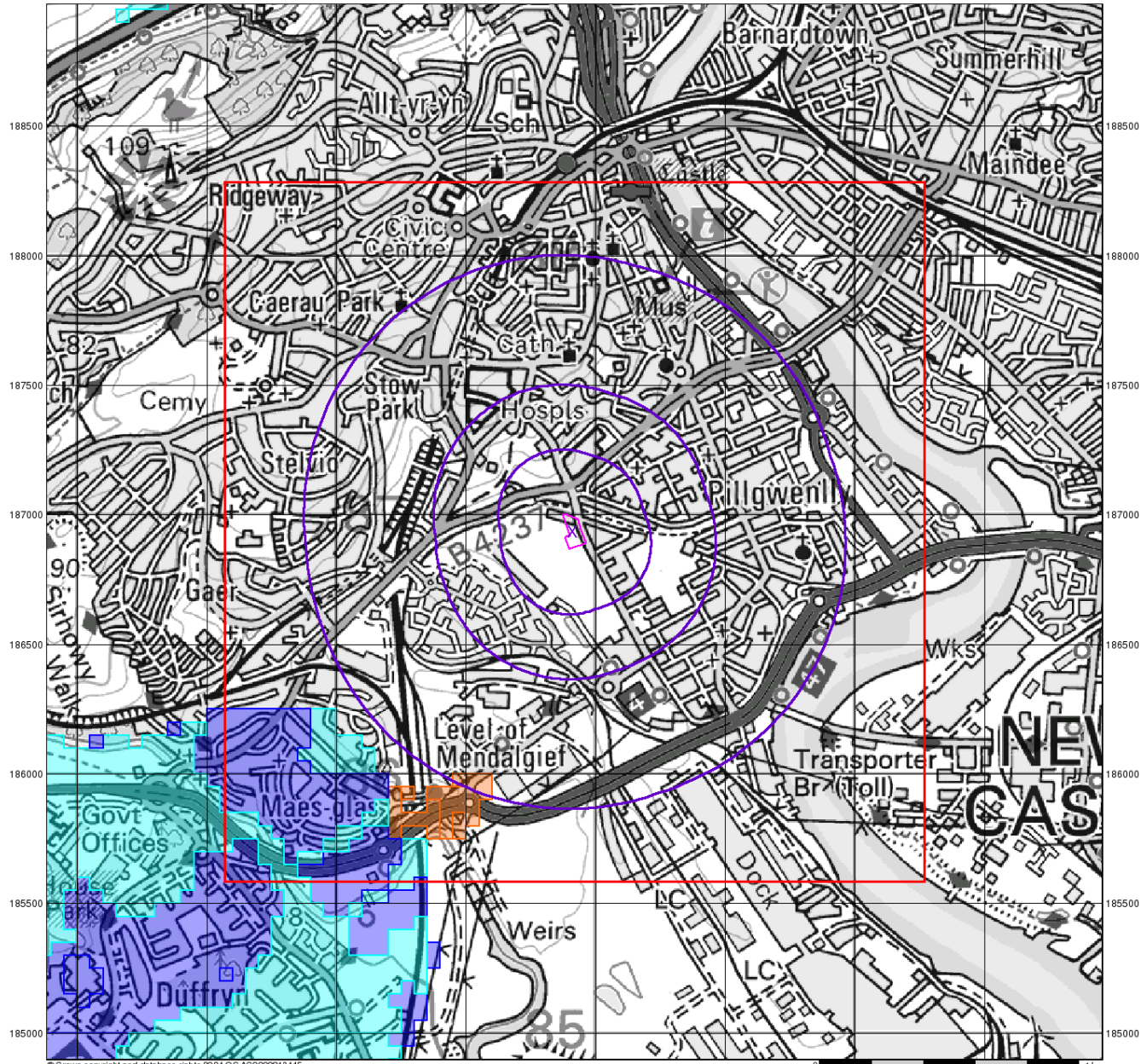
Site Details

Victoria Court, Newport, NP20 2NJ



Tel: 0844 844 9952
 Fax: 0844 844 9951
 Web: www.envirocheck.co.uk

329000 329500 330000 330500 331000 331500 332000 332500



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0 1 km



BGS Flood GFS Data

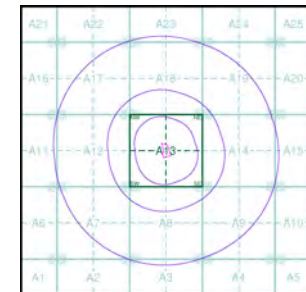
General

- Specified Site
- Specified Buffer(s)
- Bearing Reference Point
- Slice

Agency and Hydrological (Flood)

- Limited Potential for Groundwater Flooding to Occur
- Potential for Groundwater Flooding of Property Situated Below Ground Level
- Potential for Groundwater Flooding to Occur at Surface

Site Sensitivity Context Map - Slice A



Order Details

Order Number: 363113560_1_1
Customer Ref: 5088
National Grid Reference: 330910, 186930
Slice: A
Site Area (Ha): 0.69
Search Buffer (m): 1000

Site Details

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