

Sensitivity Pathways	Page No.	Reference Number (Map ID)
Groundwater Vulnerability		
Geological Classification: Minor or Moderately Permeable Aquifer - Fractured or potentially fractured rocks which do not have a high primary permeability or other formations of variable permeability Soil Classification: Not classified Map Scale: 1:625,000 Map Name: Map of Scotland Contact Ref: 2	14	-
Drift Deposits		
Drift Deposit: Low permeability drift deposits which include till, head, peat, lacustrine deposits, clay-with-flints and brick earths, Contact Ref: 2	14	-

Other Factors Geological	Page No.	Reference Number (Map ID)
Coal Mining Affected Areas		
In an area which may be affected by coal mining activity. It is recommended that a coal mining report is obtained from the Coal Authority. Contact details are included in the Useful Contacts section of this report., Contact Ref: 3	15	-
Mining Instability		
Risk: Inconclusive Coal Mining,	15	-
Shallow Mining Hazards		
Hazard Potential: Low-Moderate, Contact Ref: 1	16	-
Potential for Compressible Ground Stability Hazards		
Hazard Potential: Moderate, Contact Ref: 1	15	-
Potential for Landslide Ground Stability Hazards		
Hazard Potential: Very Low, Contact Ref: 1	15	-
Potential for Running Sand Ground Stability Hazards		
Hazard Potential: Very Low, Contact Ref: 1	15	-
Potential for Shrinking or Swelling Clay Ground Stability Hazards		
Hazard Potential: Very Low, Contact Ref: 1	15	-

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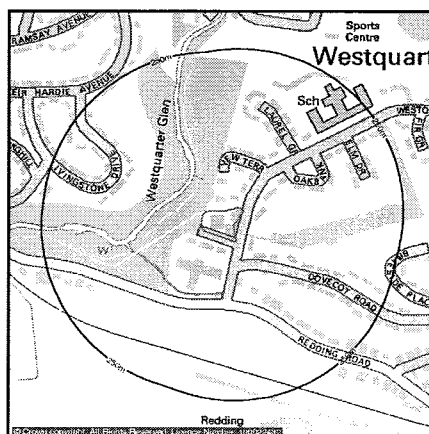
Site
Westquarter Avenue, Falkirk

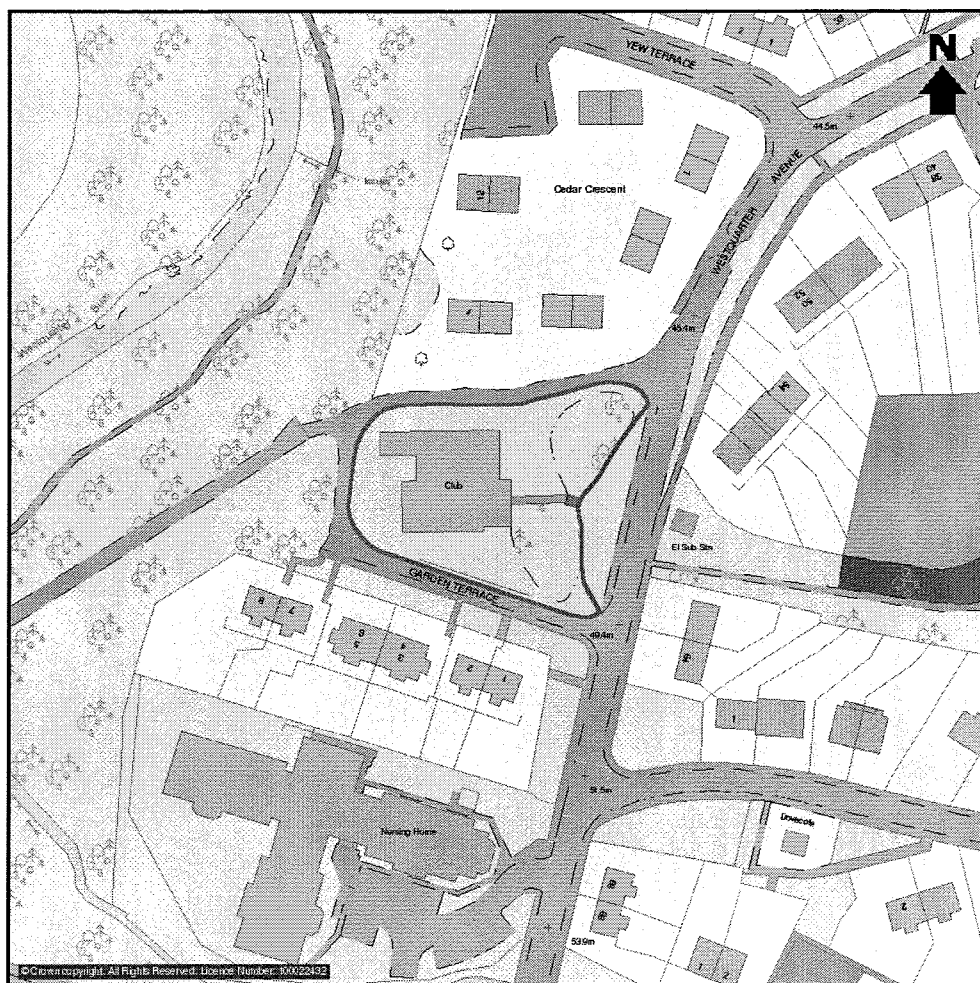
Grid Reference
291260, 678800

Report Reference
SCD_31327701_3_1

Customer Reference
J2429

Size of Site
2206 m²





Site
Westquarter Avenue, Falkirk

Grid Reference
291260, 678800

Report Reference
SCD_31327701_3_1

Customer Reference
J2429

Size of Site
2206 m²



Current Land Use	On Site	0-250m
Sources	0	3
Waste / Landfill Sites		
BGS Recorded Landfill Sites	0	0
Licensed Waste Management Facilities (Landfill Boundaries)	0	0
Licensed Waste Management Facilities (Locations)	0	0
Local Authority Recorded Landfill Sites	0	0
Registered Landfill Sites	0	0
Registered Waste Transfer Sites	0	0
Registered Waste Treatment or Disposal Sites	0	0
Statutory Authorisations		
Local Authority Pollution Prevention and Controls	0	0
Contaminated Land Register Entries and Notices	0	0
Registered Radioactive Substances	0	0
Discharge Consents		
Discharge Consents	0	0
Water Industry Act Referrals	0	0
Industrial Processes		
Integrated Pollution Controls	0	0
Integrated Pollution Control Registered Waste Sites	0	0
Integrated Pollution Prevention And Control	0	0
Local Authority Integrated Pollution Prevention And Control	0	0
Storage of Hazardous Substances		
Control of Major Accident Hazards Sites (COMAH)	0	0
Explosive Sites	0	0
Notification of Installations Handling Hazardous Substances (NIHHS)	0	0
Planning Hazardous Substance Consents	0	0
Contraventions		
Local Authority Pollution Prevention and Control Enforcements	0	0
Enforcement and Prohibition Notices	0	0
Planning Hazardous Substance Enforcements	0	0
Prosecutions Relating to Authorised Processes	0	0
Prosecutions Relating to Controlled Waters	0	0
Substantiated Pollution Incident Register	0	0

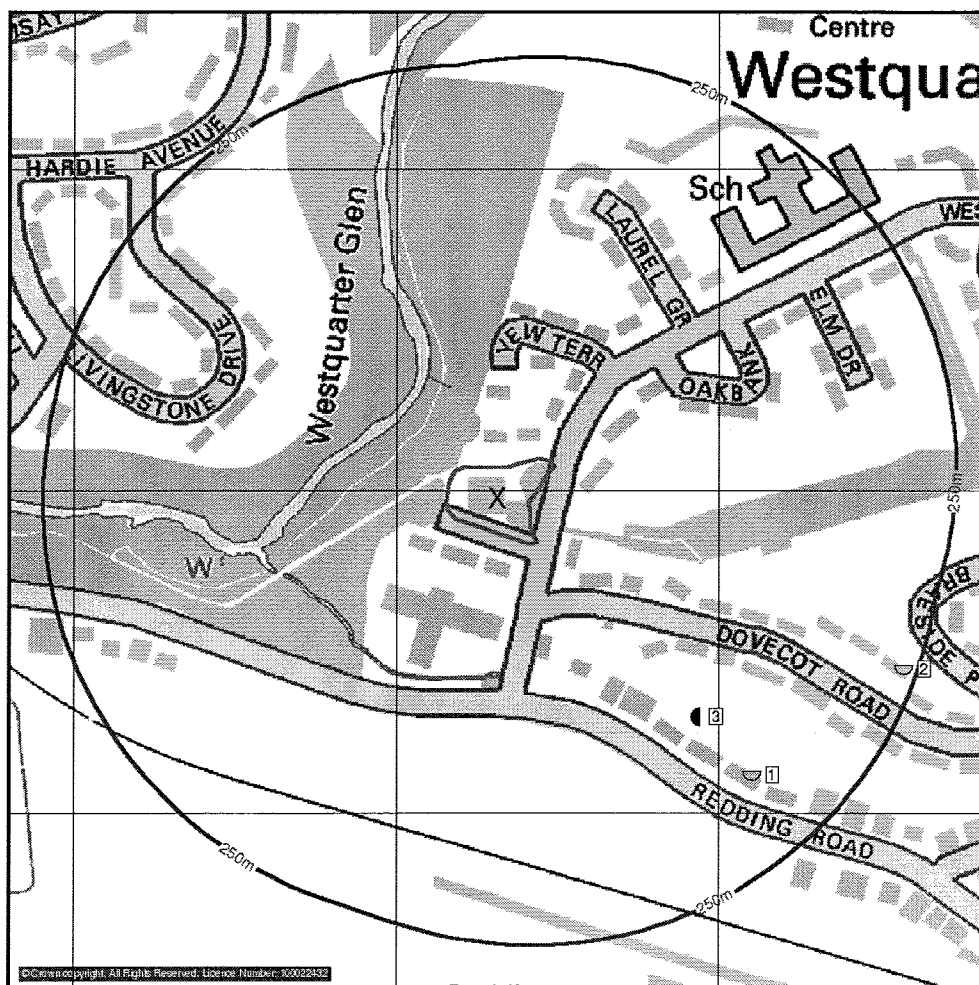
Current Land Use	On Site	0-250m
Sources	0	3
Potentially Contaminative Uses		
Contemporary Trade Directory Entries	0	2
Fuel Station Entries	0	0
Miscellaneous		
BGS Recorded Mineral Sites	0	1

Historical Land Use	On Site	0-250m
Sources	0	3
Potentially Contaminative Uses		
Historical Tanks And Energy Facilities	0	0
Potentially Contaminative Industrial Uses (Past Land Use)	0	2
Potentially Infilled Land		
Former Marshes	0	0
Potentially Infilled Land (Non-Water)	0	1
Potentially Infilled Land (Water)	0	0

Sensitivity	On Site	0-250m
Pathways and Receptors	2	1
Pathways		
Groundwater Vulnerability	1	n/a
Drift Deposits	1	n/a
Historical Flood Liabilities	0	0
River Flood Data (Scotland)	0	0

Sensitivity	On Site	0-250m
Pathways and Receptors	2	1
Environmentally Sensitive Receptors		
Areas of Outstanding Natural Beauty	0	0
Environmentally Sensitive Areas	0	0
Local Nature Reserves	0	0
Marine Nature Reserves	0	0
National Nature Reserves	0	0
Nearest Surface Water Feature	0	1
Ramsar Sites	0	0
Sites of Special Scientific Interest	0	0
Source Protection Zones	0	0
Special Areas of Conservation	0	0
Special Protection Areas	0	0
Water Abstractions	0	0
Protected Countryside Areas		
Forest Parks	0	0
National Parks	0	0
National Scenic Areas	0	0

Other Factors	On Site	0-250m
Geological	7	4
Brine Compensation Area	0	n/a
Coal Mining Affected Areas	1	n/a
Mining Instability	1	0
Natural and Mining Cavities	0	0
Radon Potential - Radon Affected Areas	0	n/a
Radon Potential - Radon Protection Measures	0	n/a
Potential for Collapsible Ground Stability Hazards	0	0
Potential for Compressible Ground Stability Hazards	1	0
Potential for Ground Dissolution Stability Hazards	0	0
Potential for Landslide Ground Stability Hazards	1	1
Potential for Running Sand Ground Stability Hazards	1	1
Potential for Shrinking or Swelling Clay Ground Stability Hazards	1	1
Shallow Mining Hazards	1	1

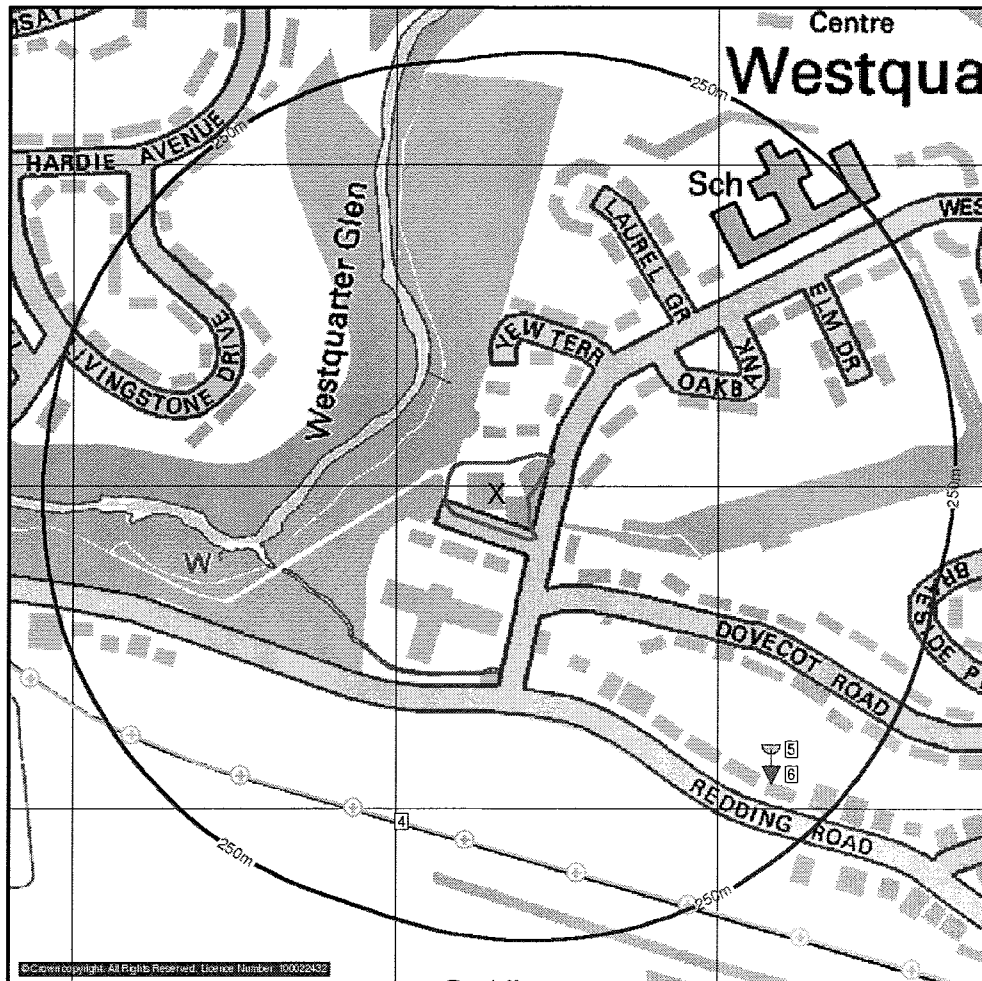


General	Waste/Landfill Sites	Contraventions	Storage Of Hazardous Substances	Statutory Authorisations
- Site Boundary - Search Buffer - Bearing Reference Point - Reference Number	- BGS Recorded Landfill Site - Licensed Waste Management Facilities (Landfill) - Local Authority Recorded Landfill Site - Registered Waste Transfer Site - Registered Waste Treatment or Disposal Site - Registered Landfill Site - Point Location of Registered Landfill Site	- BGS Recorded Landfill Site (Point) - Licensed Waste Management Facilities (Location) - Local Authority Recorded Landfill Site (Point) - Registered Waste Transfer Site (Point) - Registered Waste Treatment or Disposal Site (Point) - Registered Landfill Site (Point) - Potential Landfill Buffer	- Local Authority Pollution Prevention and Control - Planning Hazardous Substance Consent - Explosive Site - NHHS - Integrated Pollution Control - Integrated Pollution Prevention Control - Integrated Pollution Control Registered Waste Site - Local Authority Integrated Pollution Prevention and Control	- Local Authority Pollution Prevention and Control - Contaminated Land Register Entry or Notice (Point) - Contaminated Land Register Entry or Notice - Registered Radioactive Substance - Discharge Consents - Discharge Consent - Water Industry Act Referral
Miscellaneous BGS Recorded Mineral Site				
Potentially Contaminative Use Potentially Contaminative Use				

Sources	Ref No.	Search Buffer	Direction
Waste / Landfill Sites			
Local Authority Landfill Coverage			
Name: Falkirk District Council, - Has supplied landfill data, Contact Ref: 4	-	On Site	SE

Potentially Contaminative Uses	Ref No.	Search Buffer	Direction
Contemporary Trade Directory Entries			
M.F. Cleaning Services, 13, Redding Road, Westquarter, Falkirk, FK2 9XQ, Commercial Cleaning Services, Status: Inactive, Positional Accuracy: Automatically positioned to the address	1	0-250m	SE
Alj'S Domestics, 35, Dovecot Road, Westquarter, Falkirk, FK2 9YS, Domestic Appliances - Servicing, Repairs & Parts, Status: Active, Positional Accuracy: Automatically positioned to the address	2	0-250m	SE

Miscellaneous	Ref No.	Search Buffer	Direction
BGS Recorded Mineral Sites			
Westquarter House Gravel Pit, Redding, Falkirk, Stirlingshire, Status: Ceased, Reference: 52492, Positional Accuracy: Located by supplier to within 10m, Contact Ref: 1	3	0-250m	SE



General	Potentially Contaminative Use	Potentially Infilled Land
Site Boundary	Point Feature	Point Feature
Search Buffer	Area Feature	Area Feature
Bearing Reference Point	Line Feature	Line Feature
Reference Number		

Sources	Ref No.	Search Buffer	Direction
Potentially Contaminative Uses			
Potentially Contaminative Industrial Uses (Past Land Use)			
Railways Date of Mapping: 1964 - 1990	4	0-250m	S
Quarrying of sand & clay, operation of sand & gravel pits. Date of Mapping: 1964 - 1999	5	0-250m	SE

Potentially Infilled Land	Ref No.	Search Buffer	Direction
Potentially Infilled Land (Non-Water)			
Unknown Filled Ground (Pit, quarry etc). Date of Mapping: 1990	6	0-250m	SE

Map Details

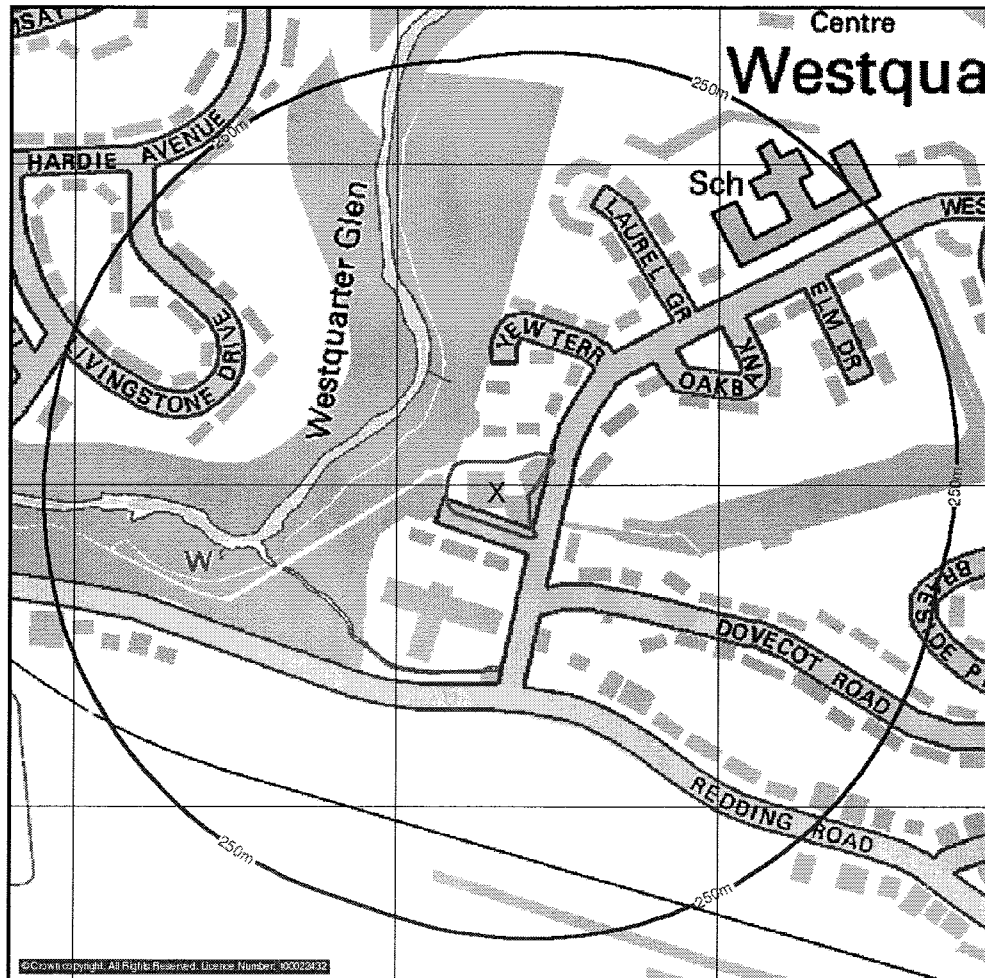
The following maps have been analysed for Historical Tanks and Energy Facilities

1:1,250	Mapsheet	Published
Ordnance Survey Plan	NS9178NW	1952
1:2,500	Mapsheet	Published
Ordnance Survey Plan	NS9178	1953

The following maps have been analysed for Potentially Contaminative Uses and Potentially Infilled Land information

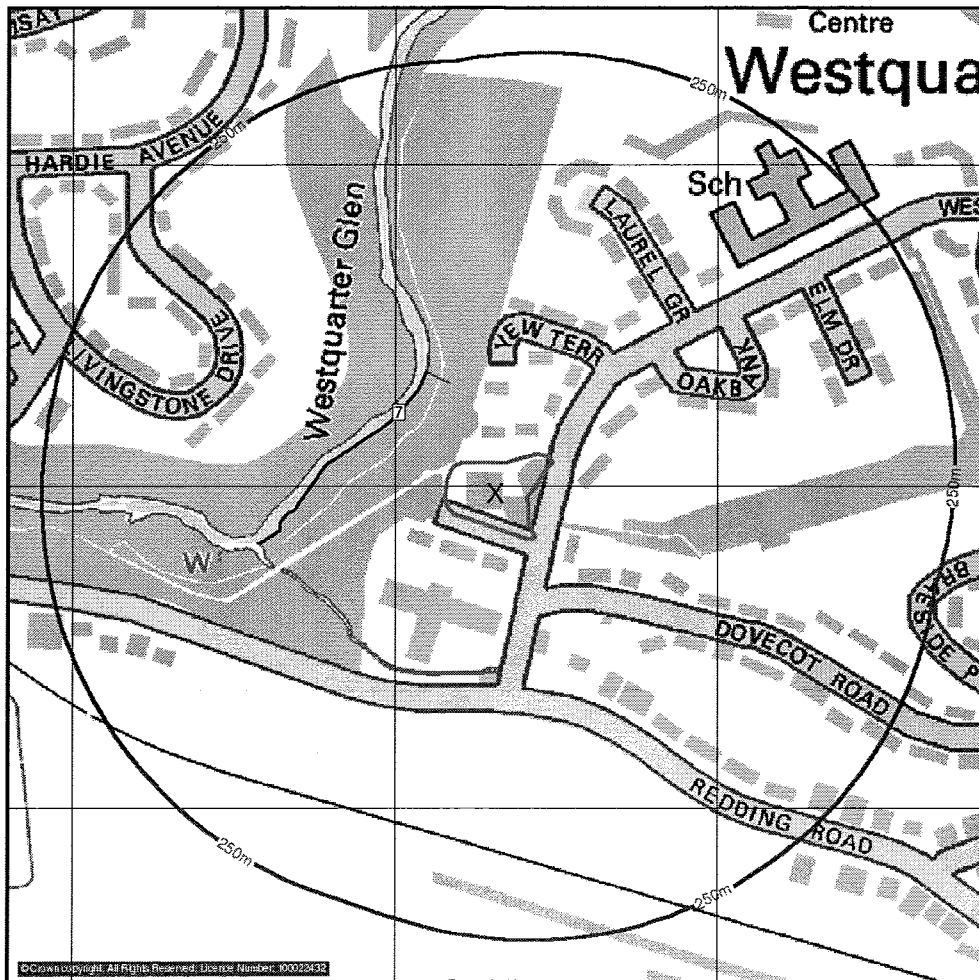
1:10,000	Mapsheet	Published
Ordnance Survey Plan	NS97NW	1990
1:10,560	Mapsheet	Published
Stirlingshire	030_00	1864
Stirlingshire	030_NE	1899
Dumbartonshire	030_00	1922
Stirlingshire	030_00	1922
Stirlingshire	030_NE	1938
Ordnance Survey Plan	NS97NW	1958

Flood Map



General	Centre for Ecology and Hydrology Flood Data
☆ Site Boundary	0 - 1m estimated 100yr flood depth
⬢ Search Buffer	1 - 2m estimated 100yr flood depth
× Bearing Reference Point	Over 2m estimated 100yr flood depth
□ Reference Number	

Sensitivity Map



General	Environmentally Sensitive Land Use	Protected Countryside Areas
- Site Boundary - Search Buffer - Bearing Reference Point - Reference Number	- Area of Outstanding Natural Beauty - Environmentally Sensitive Area - Local Nature Reserve - Marine Nature Reserve - National Nature Reserve - Ramsar Site	- Site of Special Scientific Interest - Special Area of Conservation - Special Protection Area - Nearest Surface Water Feature - Water Abstractions - Forest Park - National Park - National Scenic Area

Pathways and Receptors	Ref No.	Search Buffer	Direction
Pathways			
Groundwater Vulnerability			
Geological Classification: Minor or Moderately Permeable Aquifer - Fractured or potentially fractured rocks which do not have a high primary permeability or other formations of variable permeability Soil Classification: Not classified Map Scale: 1:625,000 Map Name: Map of Scotland Contact Ref: 2	-	On Site	NE
Drift Deposits			
Drift Deposit: Low permeability drift deposits which include till, head, peat, lacustrine deposits, clay-with-flints and brick earths. Contact Ref: 2	-	On Site	N
River Flood Data (Scotland)			
None	-		-

Environmentally Sensitive Receptors	Ref No.	Search Buffer	Direction
Nearest Surface Water Feature			
Distance: 49m	7	0-250m	NW

Other Factors	Search Buffer	Direction
Geological		
Brine Compensation Area		
No		-
Coal Mining Affected Areas		
In an area which may be affected by coal mining activity. It is recommended that a coal mining report is obtained from the Coal Authority. Contact details are included in the Useful Contacts section of this report. Contact Ref: 3	On Site	NW
Mining Instability		
Risk: Inconclusive Coal Mining.	On Site	E
Radon Potential - Radon Affected Areas		
No Data Available		-
Radon Potential - Radon Protection Measures		
No Data Available		-
Potential for Collapsible Ground Stability Hazards		
No Hazard		-
Potential for Compressible Ground Stability Hazards		
Hazard Potential: Moderate, Contact Ref: 1	On Site	W
Potential for Ground Dissolution Stability Hazards		
No Hazard		-
Potential for Landslide Ground Stability Hazards		
Hazard Potential: Very Low, Contact Ref: 1	On Site	N
Hazard Potential: Moderate, Contact Ref: 1	0-250m	N
Potential for Running Sand Ground Stability Hazards		
Hazard Potential: Very Low Contact Ref: 1	On Site	NW
Hazard Potential: Low Contact Ref: 1	0-250m	S
Potential for Shrinking or Swelling Clay Ground Stability Hazards		
Hazard Potential: Very Low Contact Ref: 1	On Site	NW
Hazard Potential: No Hazard Contact Ref: 1	0-250m	NW

Other Factors		Search Buffer	Direction
Geological			
Shallow Mining Hazards			
Hazard Potential: Low-Moderate Contact Ref: 1		On Site	SW
Hazard Potential: Low-Moderate Contact Ref: 1		0-250m	SW

Registered Landfill Sites

At present no complete national data set exists for landfill site boundaries, therefore a point grid reference, provided by the data supplier, is used for some landfill sites. In certain cases the point grid references supplied provide only an approximate position and can vary from the site entrance to the centre of the site. Where the exact position of the site is unclear, Landmark construct either a 100 metre or 250 metre "buffer" around the point to warn of the possible presence of landfill. The size of this "buffer" relates to the positional accuracy that can be attributed to the site. The "buffer" is shown on the map as an orange cross-hatched circle and is referred to in the map legend as Potential Landfill Buffer. Where actual boundaries are available, the landfill site area is shown on the map as a red diagonal hatched polygon and referred to in the map legend as Registered Landfill Site.

Local Authority Recorded Landfill Sites

Local Authority landfill data are sourced from individual local authorities that were able to provide information on sites operating prior to the introduction of the Control of Pollution Act (COPA) in 1974. Appropriate authorities are listed under Local Authority Landfill Coverage with an indication of whether or not they were able to make landfill data available. Details of any records identified are disclosed. You should be aware that if the local authority 'Had landfill data but passed it to the relevant environment agency' it does not necessarily mean that local authority landfill data is included in our other Landfill datasets. In addition if no data has been made available, for all or part of the search area, you should be aware that a negative response under 'Local Authority Recorded Landfill Sites' does not necessarily confirm that no local authority landfills exist.

Flooding

The Sitecheck report flood map plots all flood related features revealed within the search area as supplied by the relevant agency. However, to avoid confusion, the text entry in the body of the report only reveals the detail of the nearest feature in each flood data set. This is also reflected in the summary table where only a single entry is included to indicate the search buffer of the nearest occurrence.

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The Sitecheck Data User guide is available free of charge from our website www.sitecheck.co.uk

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Contact Names and Addresses**1 British Geological Survey Enquiry Service**

British Geological Survey
Kingsley Dunham Centre
Keyworth
Nottingham
Nottinghamshire
NG12 5GG

Telephone 0115 936 3143
Fax 0115 936 3276

enquiries@bgs.ac.uk
www.bgs.ac.uk

2 Scottish Environment Protection Agency Head Office

Erskine Court
The Castle Business Park
Stirling
Stirlingshire
FK9 4TR

Telephone 01786 457700
Fax 01786 446885

3 The Coal Authority Mining Report Service

200 Lichfield Lane
Mansfield
Nottinghamshire
NG18 4RG

Telephone 0845 7626848

thecoalauthority@coal.gov.uk

4 Falkirk District Council

Abbotsford House
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Falkirk
Fife
FK2 7HZ

Telephone 01324 506070
Fax 01324 506071

www.falkirk.gov.uk

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 - any person who provides funding secured on the whole of the Property Site,
 - any person for whom You act in a professional or commercial capacity,
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 - You repeatedly breach or commit or cause to be committed any material breach of these Terms; or
 - You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so; additionally, without prejudice to the foregoing, Landmark may remedy the breach and recover the costs thereof from You.
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- Landmark reserves the right to refuse to supply any or all Services to You without notice or reason.

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- Landmark will not be liable for any defect, failure or omission relating to Services that is not notified to Landmark within six months of the date of the issue becoming apparent and in any event, within twelve years of the date of the Service.
- You acknowledge that:-
 - Subject to clause 6.o below You shall have no claim or recourse against any Third Party Content supplier nor any of our other Suppliers. You will not in any way hold us responsible for any selection or retention of, or the acts or omissions of Third Party Content suppliers or other Suppliers (including those with whom We have contracted to operate various aspects or parts of the Service) in connection with the Services (for the avoidance of doubt Landmark is not a Third Party Content supplier). Landmark does not promise that the supply of the Services will be uninterrupted or error free or provide any particular facilities or functions, or that the Content will always be complete, accurate, precise, free from defects of any other kind, computer viruses, software locks or other similar code although Landmark will use reasonable efforts to correct any inaccuracies within a reasonable period of them becoming known to us;
 - Landmark's only obligation is to exercise reasonable skill and care in providing environmental property risk information to persons acting in a professional or commercial capacity who are skilled in the use of property and environmental information and You hereby acknowledge that You are such a person;
 - no physical inspection of the Property Site reported on is carried out as part of any Services offered by Landmark and Landmark do not warrant that all land uses or features whether past or current will be identified in the Services. The Services do not include any information relating to the actual state or condition of any Property Site nor should they be used or taken to indicate or exclude actual fitness or unfitness of a Property Site

- for any particular purpose nor should it be relied upon for determining saleability or value or used as a substitute for any physical investigation or inspection. Landmark recommends that You inspect and take other advice in relation to the Property Site and not rely exclusively on the Services.
- Subject to clause 6 a below, Landmark shall not be responsible for error or corruption in the Services resulting from inaccuracy or omission in primary or secondary information and data, inaccurate processing of information and data by third parties, computer malfunction or corruption of data whilst in the course of conversion, geo-coding, processing by computer or electronic means, or in the course of transmission by telephone or other communication link, or printing.
- v. Landmark will not be held liable in any way if a Report on residential property is used for commercial property or more than the one residential property for which it was ordered.
- vi. the Services have not been prepared to meet Your or anyone else's individual requirements; that You assume the entire risk as to the suitability of the Services and waive any claim of detrimental reliance upon the same; and You confirm You are solely responsible for the selection or omission of any specific part of the Content;
- vii. Landmark offer no warranty for the performance of any linked internet service not operated by Landmark;
- viii. You will on using the Services make a reasonable inspection of any results to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify us in writing of such defect within seven days of its discovery;
- ix. Any support or assistance provided to You in connection with these Terms is at Your risk;
- h. All liability for any insurance products purchased by You rests solely with the insurer. Landmark does not endorse any particular product or insurer and no information contained within the Services should be deemed to imply otherwise. You acknowledge that if You Order any such insurance Landmark will deem such as Your consent to forward a copy of the Report to the insurers. Where such policy is purchased, all liability remains with the insurers and You are entirely responsible for ensuring that the insurance policy offered is suitable for Your needs and should seek independent advice. Landmark does not guarantee that an insurance policy will be available on a Property Site. All decisions with regard to the offer of insurance policies for any premises will be made solely at the discretion of the insurers and Landmark accepts no liability in this regard. The provision of a Report does not constitute any indication by Landmark that insurance will be available on the property.
- i. Professional opinions contained in Reports are provided to Landmark by third parties, and such third parties are solely liable for the opinion provided. For the avoidance of doubt, those parties providing assessments or professional opinions on Landmark products include RPS Plc & Wilbourn Associates Limited, and any issues with regard to the provision of such opinion should be taken up with the relevant third party.
- If Landmark provides You with any additional service obtained from a third party, including but not limited to any interpretation or conclusion, risk assessment or environmental report or search carried out in relation to a Report on Your Property Site, subject to clause 6 a below Landmark will not be liable in any way for any information contained therein or any issues arising out of the provision of those additional services to You. Landmark will be deemed to have acted as an agent in these circumstances and the supply of these additional services will be governed by the terms and conditions of those Third Parties.
- j. In any event no person may rely on a Service more than 12 months after its original date.
- k. If You wish to vary any limitation of liability as set out in these Terms, You must request such variation prior to ordering the Service. Landmark shall use its reasonable endeavours to agree such variation but shall not be obliged to do so.
- l. Time shall not be of the essence with respect to the provision of the Services.
- m. Ordnance Survey have undertaken a positional accuracy improvement programme which may result in discrepancies between the positioning of features used in datasets in the Services and the updated Ordnance Survey mapping. Subject to clause 6 a below, Landmark and its Suppliers exclude all and any liability incurred as a result of the implementation of such positional accuracy improvement programme.
- n. Where Landmark provides its own risk assessment in connection with any Report, Landmark shall carry out such assessment with all reasonable skill and care but shall have no liability for any such risk assessment conclusion which is provided for information only, save where Landmark conducted the same negligently, in which case the provisions of clause 6 shall apply. Notwithstanding the provision of any such risk assessment conclusion you should carefully examine the remainder of the Report and should not take or refrain from taking any action based solely on the basis of the risk assessment. For the avoidance of doubt, the provisions of this clause 6 apply solely to risk assessments conducted by Landmark, and the provision of any other risk assessment by a third party shall be governed by such third party's terms in accordance with the provisions of clause 6i above.
- o. Landmark obtains much of the information contained in its Report from third parties. Landmark will not accept any liability to You for any negligent or incorrect entry, or error or corruption in the Third Party Content supplied to Landmark, but Landmark's Suppliers may be liable for such negligent or incorrect entries, or errors or corruptions, subject to the terms and conditions on which they supply the Third Party Content to Landmark.
- 7. Contribution**
- a. Save where expressly provided, this clause 7 shall apply solely to Envirosearch Residential Reports (regardless of the result of such Report). Nothing in this clause 7 shall operate to override or vary the provisions of clause 6.
- b. Landmark are prepared to offer, at their sole discretion, and without any admission or inference of liability a contribution towards the costs of any remediation works required under a Notice (as defined below) on the terms of this clause 7 ("the Contribution")
- c. In the event that a Remediation Notice is served on the First Purchaser or First Purchaser's Lender of a Property Site under Part II(A) of the Environmental Protection Act 1990 ("the Notice") Landmark will contribute to the cost of such works as either the First Purchaser or First Purchaser's Lender (but not both) are required to carry out under the Notice subject to the provisions of this clause 7 and on the following terms:
- i. the Contribution shall only apply to contamination or a pollution incident present or having occurred prior to the date of the Report;
- ii. the Contribution shall only apply where the Property Site is a single residential dwelling house or a single residential flat within a block of flats. For the avoidance of doubt, this obligation does not apply to any commercial property, nor to any Property Site being developed or redeveloped whether for residential purposes or otherwise;
- iii. the Contribution is strictly limited to the cost of works at the Property Site and at no other site.
- iv. the Contribution will not be paid in respect of any of the following:
- Radioactive contamination of whatsoever nature, directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Asbestos arising out of or related in any way to asbestos or asbestos-containing materials on or in structures or services serving the structures. Naturally occurring materials arising from the presence or required removal of naturally occurring materials except in circumstances where such materials are present in concentrations which are in excess of their natural concentration.
- Intentional non-compliance arising from the intentional disregard of or knowing wilful or deliberate non-compliance by any owner or occupier of

- the Property Site with any statute, regulation, administrative complaint, notice of violation, or notice letter of any Regulatory Authority.
- Any condition which is known or ought reasonably to have been known to the First Purchaser or the First Purchaser's Lender prior to the purchase of the Report.
- Any condition which is caused by acts of War or an Act of Terrorism.
- Any property belonging to or in the custody or control of the First Purchaser which does not form a fixed part of the Property Site or the structure.
- Any fines liquidated damages punitive or exemplary damages.
- Any bodily injury including without limitation, death, illness or disease, mental injury, anguish or nervous shock.
- Any financial loss in respect of any loss of any rental, profit, revenue, savings or business or any consequential indirect or economic loss damage or expense including the cost of rent of temporary premises or business interruption.
- Any losses incurred following a material change in use of, alteration or development of the Property Site.
- d. The maximum sum that shall be contributed by Landmark in respect of any Contribution shall be limited to £60,000. In the event that more than one Report is purchased on the Property Site the Contribution will only be payable under the first Report purchased by or on behalf of any First Purchaser or First Purchaser's Lender and no Contribution will be made in respect of subsequent Reports purchased by or on behalf of such First Purchaser, First Purchaser's Lender or any person connected to them.
- e. Landmark shall only pay a Contribution where the Notice is served within 36 months of the date of the Report.
- f. Any rights to a Contribution under this Clause 7 are not assignable in the event of a sale of the Property Site and Landmark will not make any Contribution after the date of completion of such sale.
- g. In the event the First Purchaser or First Purchaser's Lender wishes to claim any Contribution, it shall notify Landmark in writing within 3 months of the date of the Notice. The First Purchaser or First Purchaser's Lender (as applicable) shall comply with all reasonable requirements of Landmark with regard to the commission and conduct of the remediation works to be carried out under the Notice, and in the event the First Purchaser or First Purchaser's Lender (as applicable) does not do so, including without limitation, obtaining Landmark's prior written consent to any estimates for such works or complying with any other reasonable request by Landmark, Landmark shall not be required to pay any Contribution. Notwithstanding the payment of the Contribution by Landmark the First Purchaser or First Purchaser's Lender as applicable shall take all reasonable steps to mitigate any costs incurred in connection with the conduct of works required under the terms of any Notice.
- h. In the event that the First Purchaser or First Purchaser's Lender receives any communication from a statutory authority to the effect that there is an intent to serve a notice received under PartII(A) of the Environmental Protection Act 1990 they will advise Landmark within a maximum period of two months from receipt of such communication. This clause 7h and the service of any notice under it shall not affect the provisions of clauses 7 e and g, and any such communications, even if advised to Landmark will not operate as notice under clause 7e.
- i. Landmark reserve the right at any time prior to a claim for Contribution being made in accordance with clause 7 g) above, to withdraw the offer of payment of Contributions without further notice.

8. Events Beyond Our Control

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

9. Severability

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

10. Governing Law

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

11. General; Complaints

- a. Landmark may assign its rights and obligations under these Terms without prior notice or any limitation.
- b. Landmark may authorise or allow our contractors and other third parties to provide to Landmark and/or to You services necessary or related to the Services and to perform Landmark's obligations and exercise Landmark's rights under these Terms, which may include collecting payment on Landmark's behalf.
- c. No waiver on Landmark's part to exercise, and no delay in exercising, any right, power or provision hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or provision hereunder preclude the exercise of that or any other right, power or provision.
- d. Unless otherwise stated in these Terms, all notices from You to Landmark must be in writing and sent to the Landmark registered office (or in the case of an Authorised Reseller, to its registered office address) and subject to paragraph e below all notices from Landmark to You will be displayed on our Websites from time to time.
- e. Any complaints in relation to the Services should, in the first instance, be in writing addressed to the Customer Service Support Manager at the Landmark registered office. Landmark or its agents will respond to any such complaints in writing as soon as practicable possible.
- f. A person who is not a party to any contract made pursuant to these Terms shall have no right under the Contract (Right of Third Parties) Act 1999 to enforce any terms of such contract and Landmark shall not be liable to any third party in respect of any Services supplied.
- g. Landmark's Privacy Policy as displayed on the Website governs the use made of any information You supply to Landmark.



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Index Map

For ease of identification, your site and buffer have been split into Slices, Segments and Quadrants. These are illustrated on the Index Map opposite and explained further below.

Slice
Each slice represents a 1:10,000 plot area (2.7km x 2.7km) for your site and buffer. A large site and buffer may be made up of several slices (represented by a red outline), that are referenced by letters of the alphabet, starting from the bottom left corner of the slice "grid". This grid does not relate to National Grid lines but is designed to give best fit over the site and buffer.

Segment
A segment represents a 1:2,500 plot area. Segments that have plot files associated with them are shown in dark green, others in light blue. These are numbered from the bottom left hand corner within each slice.

Quadrant
A quadrant is a quarter of a segment. These are labelled as NW, NE, SW, SE and are referenced in the datasheet to allow features to be quickly located on plots. Therefore a feature that has a quadrant reference of A7NW will be in Slice A, Segment 7 and the NW Quadrant.

A selection of organisations who provide data within this report:



British Geological Survey
NATURAL ENVIRONMENT RESEARCH COUNCIL



SCOTTISH NATURAL HERITAGE
SCOTTISH ENVIRONMENT PROTECTION AGENCY

Envirocheck reports are compiled from 136 different sources of data.

Client Details

Mr A Miller, SBA Geo-Environmental, A Division of SBA Group Ltd, No 19 South Castle Drive, Carnegie Campus, Dumfries, Fife, KY11 8PD

Order Details

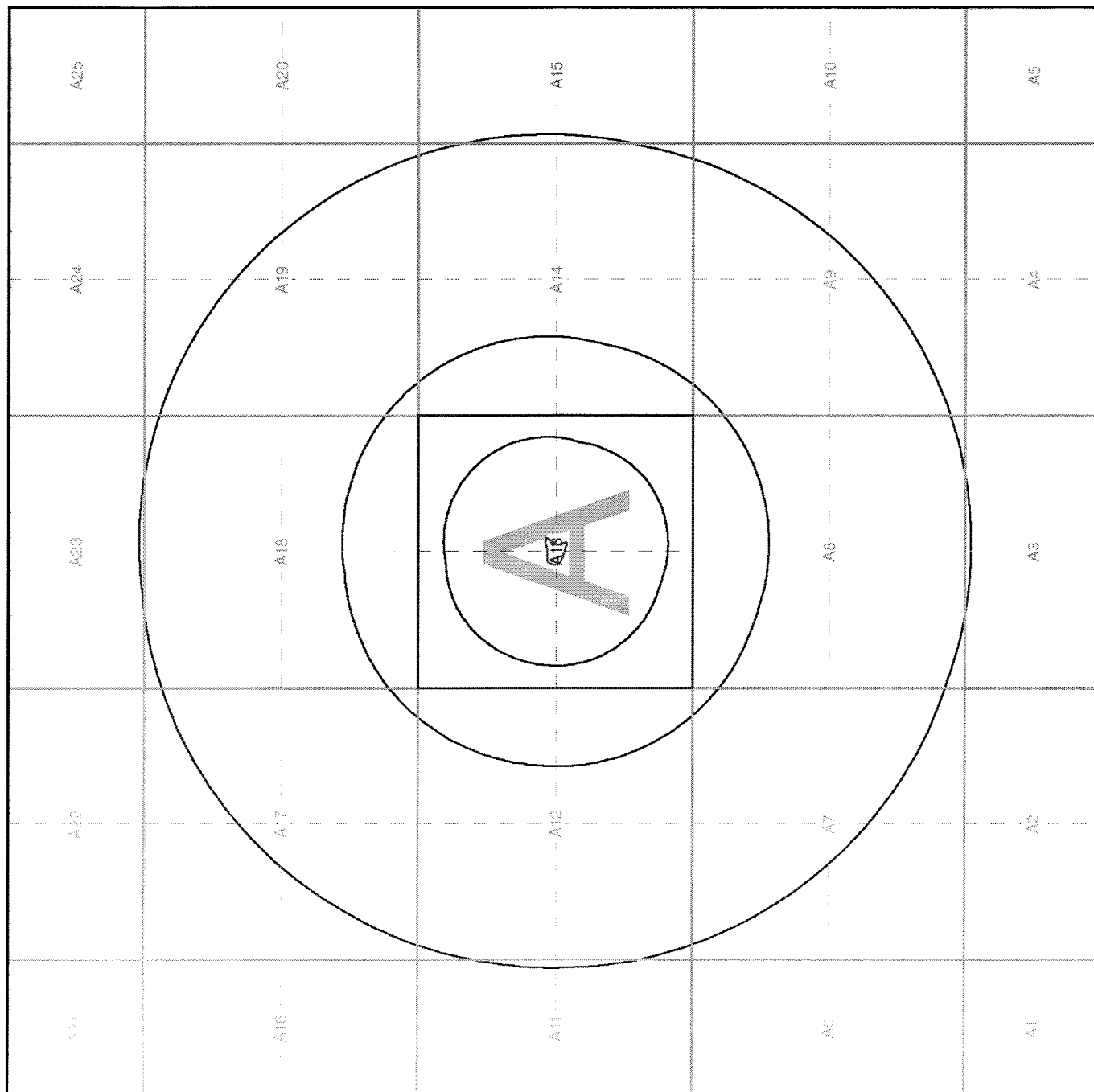
Order Number: 31327701_2_1
Customer Ref: J2429
National Grid Reference: 291260, 678800
Site Area (Ha): 0.23
Search Buffer (m): 1000

Site Details

Westquarter Avenue, Falkirk



Tel: 0844 844 8852
Fax: 0844 844 8851
Web: www.envirocheck.co.uk



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Mapping Type	Scale	Date	Pg
Stirlingshire	1:2,500	1862	2
Stirlingshire	1:2,500	1887	3
Stirlingshire	1:2,500	1918	4
Stirlingshire	1:2,500	1944	5
Ordnance Survey Plan	1:1,250	1951-1968	6
Ordnance Survey Plan	1:2,500	1952-1955	7
Ordnance Survey Plan	1:1,250	1955-1967	8
Additional SIMs	1:1,250	1957-1989	9
Additional SIMs	1:1,250	1957-1991	10
Ordnance Survey Plan	1:1,250	1963-1967	11
Ordnance Survey Plan	1:2,500	1967-1968	12
Additional SIMs	1:1,250	1969	13
Large-Scale National Grid Data	1:1,250	1993	14
Large-Scale National Grid Data	1:1,250	1993-1996	15
Large-Scale National Grid Data	1:1,250	1997	16

The diagram shows a 5x5 grid of dashed lines. The horizontal axis is labeled A_1, A_2, A_3, A_4, A_5 from left to right. The vertical axis is labeled A_1, A_2, A_3, A_4, A_5 from bottom to top. A solid black square is centered in the grid, spanning from A_2 to A_4 on both axes. Inside this square is a circle labeled A_{12} , which is centered at the intersection of A_3 and A_3 .

Order Number: 31327701_2_1
Customer Ref: J2429
National Grid Reference: 291270, 678800
A
Slice: 0.23
Site Area (Ha): 100
Search Buffer (m):

Westquarter Avenue, Falkirk



Landmark

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Quarry	Sloping Masonry	Gravel Pit	Sand Pit
Clay Pit	Shingle	Refuse Heap	Flat Rock

Active Quarry,
Chalk Pit or
Clay Pit

Inactive Quarry,
Chalk Pit or
Clay Pit

or

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Mapping Type	Scale	Date	Pg
Stirlingshire	1:2,500	1862	2
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Large-Scale National Grid Data	1:1,250	1993	14
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Large-Scale National Grid Data	1:1,250	1997	16

The diagram shows a 5x5 grid of dashed lines. The horizontal axis is labeled A_1, A_2, A_3, A_4, A_5 from left to right. The vertical axis is labeled A_1, A_2, A_3, A_4, A_5 from bottom to top. A solid black square is centered in the grid, spanning from A_2 to A_4 on both axes. Inside this square is a circle labeled A_{12} , which is centered at the intersection of A_3 and A_3 .

Order Number: 31327701_2_1
Customer Ref: J2429
National Grid Reference: 291270, 678800
A
Slice: 0.23
Site Area (Ha): 100
Search Buffer (m):

Westquarter Avenue, Falkirk



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A Landmark Information Group Service v40.0 21-May-2010 Page 1 of 16



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Stirlingshire

Published 1862

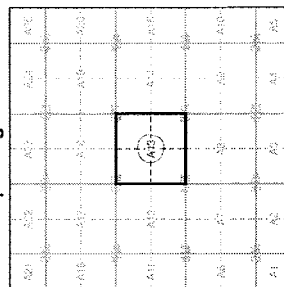
Source map scale - 1:2,500

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1864 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

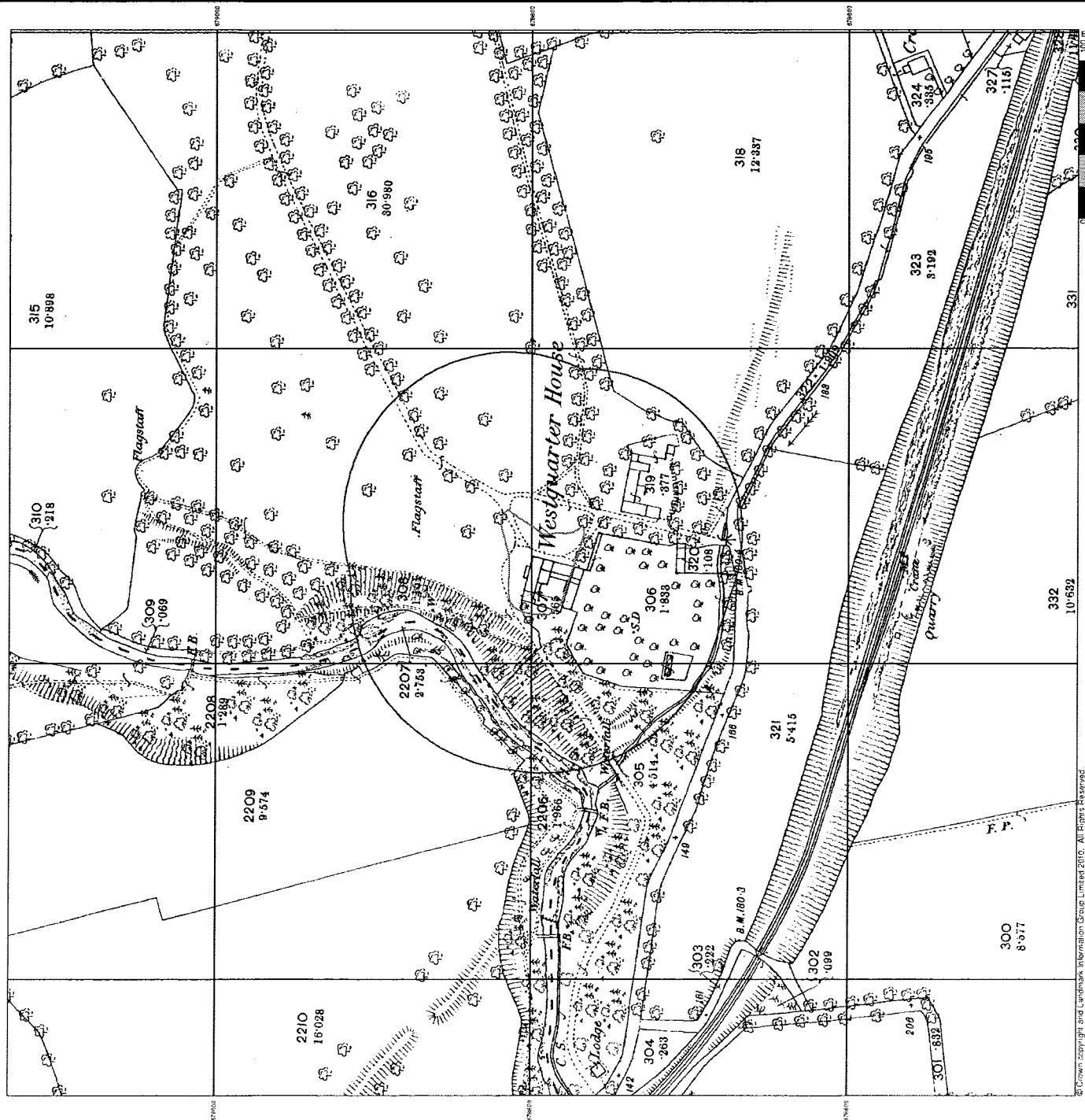
Order Number: 31327701_2_1
Customer Ref: J2429
National Grid Reference: 291270, 678800
Slice: A
Site Area (Ha): 0.23
Search Buffer (m): 100

Site Details

Westquarter Avenue, Falkirk



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Web: www.landmark.co.uk





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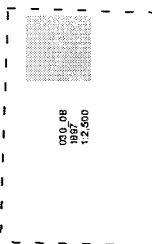
Stirlingshire

Published 1897

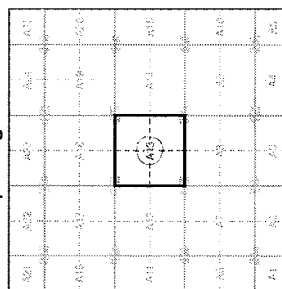
Source map scale - 1:2,500

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 was 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: 31327701_2_1
Customer Ref: 12429
National Grid Reference: 291270, 678800
Site: A
Site Area (Ha): 0.23
Search Buffer (m): 100

Site Details

Westquarter Avenue, Falkirk

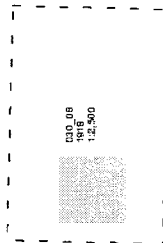


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Web: www.environments.co.uk

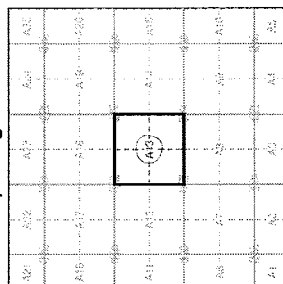
Stirlingshire
Published 1918
Source map scale - 1:2,500

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 1856 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 1933, 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: 31327701_2_1
Customer Ref: J2429
National Grid Reference: 291270, 678800
Sheet: A
Site Area (Ha): 0.23
Search Buffer (m): 100

Site Details

Westquarter Avenue, Falkirk



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