

Groundsure GeoRisk+ Commercial (0 - 15 ha)



Search Details

Prepared for: Bury Metropolitan Borough Council
Matter: MT/059755
Client address: Town Hall, Knowsley Street, Bury, BL9 0SW

Property:
Land On The North Side of, Milton Road, Radcliffe

Local Authority:
Groundsure
Nile House, Nile Street, Brighton, BN1 1HW

Date Returned:
19/01/2026

Property type:
Commercial

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Land On The North Side of, Milton Road, Radcliffe

Professional opinion

Site plan



ACTION REQUIRED

There is an identified mining risk and further action is recommended. See guidance on [page 2 >](#).



Search results

	Non-coal mining Further action	page 5 >		Natural instability Not identified	
	Coal mining (CON29M) Potential risk	page 6 >		Infilled land Identified	page 7 >
	Historical features Identified	page 5 >		Sinkholes Not identified	
	Geological features Identified	page 5 >		Cheshire brine Not identified	
	Oil and gas Not identified				

Assesses mining risk from; **Stone, Clay, Metals, Evaporites** and **Hydrocarbons**

Includes CON29M with mining entry interpretive assessment and Cheshire Salt Search as required

To save you time when assessing the report, we only provide maps and data tables of features we have identified to be of note.

You can view a full list of the information we have searched on [page 24 >](#).

Non-coal mining assessment



We consider there to be a non-coal mining-related risk to the property. Please refer to the assessment of mining experts Groundsure below for further details.



Non-coal mining

Mining types: Coal, Stone, Unspecified

Past mining activity

A former brick works is recorded to encroach into the property. We have not confirmed the full lateral and vertical extent of quarrying associated with this brick works and the nature of in-fill. In-fill or remnant quarry faces may be a potential settlement or subsidence risk.

Current and future mining

According to our archive the property does not presently lie within an area with planning permission for non-coal mineral development. We are not aware of any planned future mining activity.

Next steps for consideration:

- Unless there is already a detailed survey available, a prudent purchaser may wish to consider obtaining a visual inspection, looking for visible defects and signs of mining-related settlement or subsidence effects within the property area. This inspection should be carried out by a suitably qualified and experienced person, who could be sought through www.ricsfirms.com.
- If any development are planned, foundation inspections and/or site investigation may be required prior to construction.

Coal mining (CON29M) assessment

We consider there to be a potential risk to the property from past coal mining activity. For further details refer to: Past underground coal mining.





Coal mining

Past underground coal mining

A potential risk due to past underground coal mining has been identified within the boundary of the property. Whilst no further searches are required, it should be noted that in the event of coal mining settlement or subsidence occurring, the property will benefit from the protection of the Coal Mining Subsidence Acts of 1991 and as amended 1994.

Next steps for consideration:

- A survey encompassing a visual inspection of the property is likely to be available, and this survey would highlight any visible defects and signs of mining-related settlement or subsidence effects.
- If no such survey has been undertaken, you should consider obtaining this type of visual inspection.

Coal Mining Subsidence Act 1991

If any coal mining subsidence damage has occurred, as determined by the appropriate persons/bodies, the property will benefit from the protection of the Coal Mining Subsidence Acts of 1991 and as amended 1994.

This Act, however, does not apply where coal was worked or gotten by virtue of the grant of a gale in the Forest of Dean, or any other part of the Hundred of St. Briavels in the county of Gloucester. In this instance it would be prudent to have the property visually inspected for signs of mining related settlement or subsidence by a suitably qualified and experienced person, who could be sought through www.ricsfirms.com ↗.

The Coal Authority provide a call out service on 01623 646 333 to take remedial action concerning the movement or collapse of any coal entries or coal mining surface hazards. Further details can be found on www.groundstability.com ↗.

CON29M reports are a requirement for conveyancing and are recommended throughout the official Coal Mining Reporting Area. This is the area within which it is deemed prudent to clarify the risk presented by coal mining, using the questions laid out in the Law Society's CON29M form. The need for a CON29M does not always translate to an identification of risk, and reports will often be assessed as free from risk or 'Passed' even though they are within the official Coal Mining Reporting Area.

Development risk

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

Therefore if development proposals are being considered, technical advice relating both to the investigation of coal and former coal mines and their treatment should be obtained before beginning work on site. All proposals should apply good engineering practice developed for mining areas. No development should be undertaken that intersects, disturbs or interferes with any coal or mines of coal without the permission of the Coal Authority.

Developers should be aware that the investigation of coal seams/former mines of coal may have the potential to generate and/or displace underground gases and these risks both under and adjacent to the development should be fully considered in developing any proposals. The need for effective measures to prevent gases entering into public properties either during investigation or after development also needs to be assessed and



properly addressed. This is necessary due to the public safety implications of any development in these circumstances.

Other considerations

Other ground hazards have been identified at the site. Please refer to the findings and recommendations below for further details. If the property is to be redeveloped, these findings should be used to inform geotechnical investigations at the site. Please also note, recommendations assume structures are present within the site boundary. If there are no structures or multiple structures present these recommendations should be treated appropriately.



Ground stability

The property is indicated to lie within an area that could be affected by infilled land.

Next steps for consideration:

- if a survey has been undertaken at the property that considers ground instability and no issues were found, no further action is required
- however, based on the findings of this report, the purchaser should be encouraged to consider potential instability in any future development or alteration of the ground including planting and removing trees, and regardless of the survey outcome
- if no survey has yet been undertaken, we recommend one is carried out by a suitably qualified and experienced person
- if ground instability issues have been or are subsequently identified in a survey we recommend following any advice given in the survey findings
- if the property is in an area at risk of shrink-swell subsidence and has clay drainage pipes, consideration should be given to replacing these with a modern equivalent
- if a residential property, check whether it benefits from an NHBC guarantee or other builder warranty that often covers structural issues. Please note the presence of an NHBC guarantee wouldn't change the risk assessment of this report.



Non-coal mining summary



Mining records

Records relating to recorded mining areas or activity have been identified in the vicinity of the site.

See [page 8 >](#) for details. The Non-coal mining assessment on [page 2 >](#) will cover any next steps relating to these features, if applicable.

Mining features	Identified
Mine plans	Not identified
Researched mining	Identified
BritPits	Identified
Mineral Planning Areas	Not identified
Non-coal mining areas	Not identified
Mining cavities	Not identified
Coal mining areas	Identified
Brine areas	Not identified
Gypsum areas	Not identified
Tin mining areas	Not identified



Historical features

Historical mapping has identified mining features in the vicinity of the site.

See [page 12 >](#) for details. The Non-coal mining assessment on [page 2 >](#) will cover any next steps relating to these features, if applicable.

Non-coal mining	Identified
Coal and associated mining	Identified
Industry associated with mining	Identified



Geological features

There are geological features that could indicate the presence of mining operations in the area or other sources of ground instability.

See [page 15 >](#) for details. The Non-coal mining assessment on [page 2 >](#) will cover any next steps relating to these features, if applicable.

Artificial and made ground	Identified
Mineral veins	Not identified



Oil and gas

No historical, active or planned wells or extraction areas have been identified near the property.

Oil and gas areas	Not identified
Oil and gas wells	Not identified



Coal mining (CON29M) summary



Coal mining (CON29M) summary

Features have been identified relating to past, present or future coal mining. The risk posed by coal mining has been assessed using official Coal Authority data and in accordance with The Law Society CON29M (2018) Guidance Notes. Additional interpretation of mine entries has also been carried out where necessary.

See [page 16](#) > for further details and [page 3](#) > for recommended next steps.

1. Past underground	Identified
2. Present underground	Not identified
3. Future underground	Not identified
4. Mine entries	Not identified
5. Coal mining geology	Not identified
6. Past opencast	Not identified
7. Present opencast	Not identified
8. Future opencast	Not identified
9. Subsidence claims	Not identified
10. Mine gas emissions	Not identified
11. Emergency Call Out	Not identified
12. Withdrawal of support	Not identified
13. Working facilities orders	Not identified
14. Copyhold payments	Not identified



Ground stability summary



Natural instability

Searches of natural ground stability data have not identified any potential ground stability risks.

Shrink-swell hazard

Not assessed

Natural ground subsidence

Not identified

Landslides

Not identified

Natural cavities

Not identified

Coastal erosion

Not identified



Infilled land

Areas of infilled land or landfill have been identified in the vicinity of the site.

See [page 22 >](#) for details and [page 4 >](#) for recommended next steps.

Infilled land

Identified

Historical landfill sites

Not identified



Sinkholes

No records of sinkholes have been identified in the vicinity of the property.

Reported recent incidents

Not identified

Recorded incidents (Stantec)

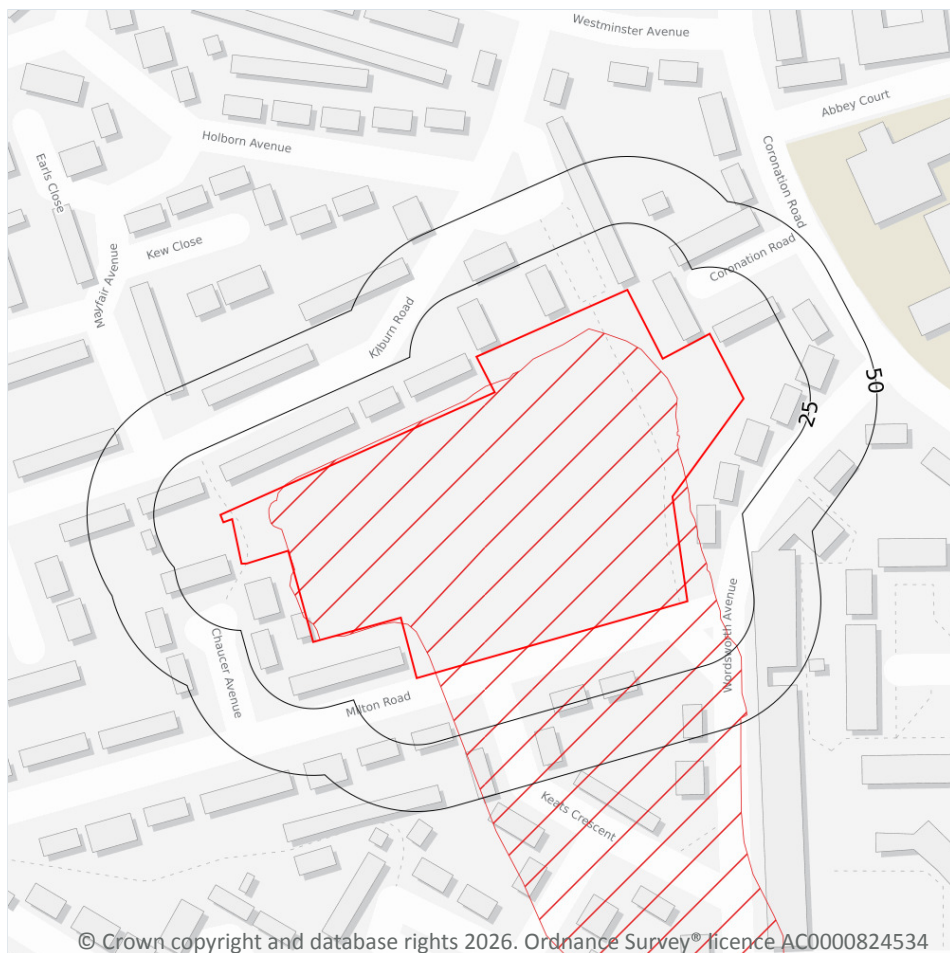
Not identified

Historical incidents

Not identified



Non-coal mining / Mining features



- Site Outline
- Search buffers in metres (m)
- ⊕ Shaft
- Portal
- Surface Outcrop
- Undefined Elevation
- Surface working
- ▨ Tin streaming
- ▨ Quarry
- Aerial Photographic Anomaly
- Suspect enclosure
- Wasteland
- Pond
- Cutting
- Adit
- Tunnel
- Underground mining extent
- Reported subsidence
- Dump (mine waste tip)
- ▨ Secured feature
- Licence boundary

Surface workings

Surface workings identified from OS, BGS Geological mapping, Lidar data, and mine plans sourced from the BGS and various collections and sources.

Location	Feature	Mineral	Mining type
On site	Quarry	Clay and Shale	Stone

This data is sourced from Groundsure

Researched mining

The property has been found to be either within or in proximity to areas of potential mining identified from alternative or archival sources, including; BGS Geological paper maps, Lidar data, aerial photographs (from World War II onwards), archaeological data services, websites, Tithe maps, and various text/plans from collected books and reports. Some of this data is approximate and Groundsure have interpreted the resultant



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risk area and, where possible, specific areas of risk have been captured. Any such risk areas or features in the vicinity of the property are presented on the 'Mining features' map and within the detailed sections on Mine entries, Mineralised veins, Surface workings, Surface features, Underground mine workings or Mine waste tips.

This data is sourced from Groundsure



Non-coal mining / Mining records



- Site Outline
- Search buffers in metres (m)
- BritPits
- Historical Mineral Planning Areas
- Mining Cavities
- Non Coal Mining
- Underground mining known or likely within or in close proximity
- Underground mining known within or in very close proximity

BritPits

BritPits (an abbreviation of British Pits) is a database maintained by the British Geological Survey of currently active and closed surface and underground mineral workings. Details of major mineral handling sites, such as wharfs and rail depots are also held in the database.

Location	Details	Description
On site	Name: Marsden Croft Brick Works Address: RADCLIFFE, Lancashire Commodity: Clay & Shale Status: Ceased	Type: A surface mineral working. It may be termed Quarry, Delf, Delph, Gravel Pit, Sand Pit, Sand and Gravel Pit, Clay Pit, Pit, Opencast Coal Site or Surface Mine. It may be mapped as Worked Ground or Worked and Made Ground on BGS mapping. Status description: Site which has ceased to extract minerals. May be considered as 'Closed' by operator. May be considered to have 'Active', 'Dormant' or 'Expired' planning permissions by the Mineral Planning Authority.



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This data is sourced from the British Geological Survey.

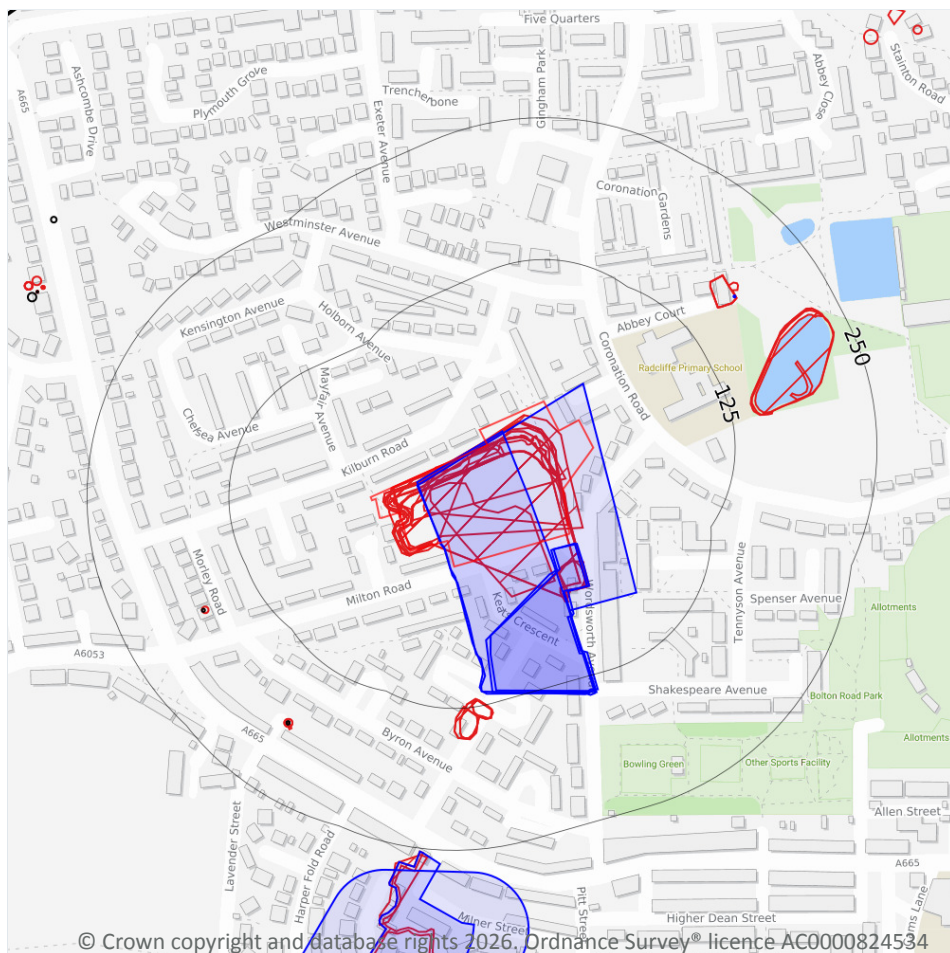
Coal mining areas

The property is within a generalised area that could be affected by past, current or future coal mining.

This data is sourced from the Coal Authority.



Non-coal mining / Historical features



- Site Outline
- Search buffers in metres (m)
- ▨ Non-coal mining
- ▨ Coal and associated mining
- ▨ Industry associated with mining

Non-coal mining

Historical land uses identified from Ordnance Survey® mapping that involved mining for substances other than coal.

Location	Land use	Date
On site	Unspecified Pit	1965
On site	Unspecified Pit	1908
On site	Unspecified Pit	1891
On site	Unspecified Pit	1955
On site	Unspecified Pit	1938
On site	Unspecified Pit	1927



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Location	Land use	Date
On site	Unspecified Pit	1957
On site	Ground Workings	1909
On site	Ground Workings	1929
On site	Ground Workings	1937
On site	Ground Workings	1971
On site	Ground Workings	1955
On site	Ground Workings	1981
On site	Ground Workings	1987
On site	Ground Workings	1987
On site	Ground Workings	1988
On site	Ground Workings	1992
24m S	Unspecified Pit	1909
24m S	Unspecified Pit	1908
118m S	Ground Workings and Heap	1929
118m S	Ground Workings and Heap	1937
119m S	Unspecified Pit	1938
119m S	Unspecified Pit	1927
124m S	Unspecified Heap	1938
124m S	Unspecified Heap	1927
144m E	Unspecified Pit	1981
145m E	Unspecified Pit	1971
145m E	Ground Workings	1992
158m NE	Ground Workings	1964
158m NE	Ground Workings	1971
158m NE	Ground Workings	1955
171m SW	Unspecified Old Shaft	1908
180m E	Ground Workings	1893
182m SW	Unspecified Old Shaft	1938



Location	Land use	Date
182m SW	Unspecified Old Shaft	1927
184m SW	Old Shaft	1929
185m SW	Old Shaft	1893

This data is sourced from Groundsure.

Coal and associated mining

Historical land uses identified from Ordnance Survey® mapping that indicate the presence of coal working. Coal mines were often also associated with the extraction of ironstone.

Location	Land use	Date
174m SW	Old Coal Shaft	1909
184m SW	Old Coal Shaft	1909
184m SW	Old Coal Shaft	1937

This data is sourced from Groundsure.

Industry associated with mining

Historical land uses identified from Ordnance Survey® mapping that indicate the presence of industry which was often associated with mineral extraction. Extraction sites were often located in close proximity to these land uses.

Location	Land use	Date
On site	Brick Works	1891
On site	Brick Works	1893
9m S	Brick Works	1908
9m S	Brick Works	1909
174m NE	Wind Pump	1929
174m NE	Wind Pump	1937

This data is sourced from Groundsure.



Non-coal mining / Geological features 10k



- Site Outline
- Search buffers in metres (m)
- Reclaimed ground
- Made ground
- Worked ground
- Infilled ground
- Disturbed ground
- Landscaped ground
- Mineral veins

Artificial and made ground (10k)

Details of made, worked, infilled, disturbed and landscaped ground at 1:10 000 scale. Artificial ground can be associated with potentially contaminated material, unpredictable engineering conditions and instability.

Location	LEX Code	Description	Rock description
On site	WMGR-ARTDP	Infilled Ground	Artificial deposit

This data is sourced from the British Geological Survey.



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Coal mining (CON29M)



- Site Outline
- Search buffers in metres (m)
- Mine entries
 - Adits
 - Shafts
 - Calculated 'zone of influence'
- Subsidence claims
 - Awaiting decision
 - Rejected
 - Admitted
 - Deferred
 - Settled
 - Withdrawn
- Probable shallow coal mine workings
- Coal outcrops
- Past shallow coal mine workings

Coal mining (CON29M)

The map above shows relevant, mappable hazards identified that could constitute a risk to the property. It does not necessarily show all features or potential issues identified in this report. Further details of any features shown indicating the location of Mine Entries or Subsidence Claims can be found in the relevant sections of this report (4 and 9 respectively).

Responses to the Law Society CON29M Coal Mining search enquiries are produced using official Coal Authority data and the expert interpretation of Groundsure. This report is prepared in accordance with The Law Society CON29M (2018) Guidance Notes. Additional interpretation and calculation of mine entry zones of influence has also been carried out by Groundsure using Coal Authority and British Geological Survey data.

Please read this report carefully, and in particular any sections flagged with an amber 'i'.



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1. Past underground coal mining



Is the property within the zone of likely physical influence on the surface of past underground coal workings?

- The property lies within the potential zone of influence of recorded workings in 2 seam(s) of coal. The most recent underground working in the area was in 1908. These workings lie between 50 metres and 305 metres. Any ground movement due to this coal mining activity should have stopped.
- The Coal Authority is aware of coal at or close to the surface which may have been mined in the past.
- A coal outcrop is recorded to pass through the property boundary. There is a possibility of unrecorded mining features associated with this coal outcrop within the property boundary.

2. Present underground coal mining



Is the property within the zone of likely physical influence on the surface of present underground coal workings?

- The property does not lie within the boundary of an underground site from which coal is being removed by underground methods.

3. Future underground coal mining



(a) Is the property within any geographical area for which the Coal Authority is determining whether to grant a licence to remove coal by underground methods?

- The property does not lie within the boundary of an underground site for which the Coal Authority is determining whether to grant a licence to remove coal by underground methods.

(b) Is the property within any geographical area for which a licence to remove coal by underground methods has been granted?

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- The property does not lie within the boundary of an underground site for which a licence to remove coal by underground methods has been granted.

(c) Is the property within the zone of likely physical influence on the surface of planned future underground coal workings?

- The property does not lie within the zone of likely physical influence on the surface of planned future underground workings.

(d) Has any notice of proposals relating to underground coal mining operations been given under section 46 of the Coal Mining Subsidence Act 1991?

- No notices have been given under Section 46 of the Coal Mining Subsidence Act 1991 stating that the land is at risk of subsidence.

4. Mine entries



Are there any shafts and adits or other entries to underground coal mine workings within the property or within 20 metres of the boundary of the property?

- No coal mine entries are recorded to lie within 20 metres of the property.

5. Coal mining geology



Is there any record of any fault or other line of weakness due to coal mining at the surface within the boundary of the property that has made the property unstable?

- No damage arising from geological faults or other lines of weakness activated by coal mining are recorded within the property.

6. Past opencast coal mining



Is the property situated within the geographical boundary of an opencast site from which coal has been removed in the past by opencast methods?

- The property does not lie within the boundary of an opencast site from which coal was removed by opencast methods.

7. Present opencast coal mining



Is the property within 200 metres of the boundary of an opencast site from which coal is being removed by opencast methods?



- The property does not lie within 200 metres of the boundary of an opencast site from which coal is being removed by opencast methods.

8. Future opencast coal mining



(a) Is the property within 800 metres of the boundary of an opencast site for which the Coal Authority are determining whether to grant a licence to remove coal by opencast methods?

- The property does not lie within 800 metres of the boundary of an opencast site for which the Coal Authority are determining whether to grant a licence to remove coal by opencast methods.

(b) Is the property within 800 metres of the boundary of an opencast site for which a licence to remove coal by opencast methods has been granted?

- The property does not lie within 800 metres of the boundary of an opencast site for which a licence to remove coal by opencast methods has been granted.

9. Coal mining subsidence claims



(a) Has any damage notice or claim for alleged coal mining subsidence damage to the property been given, made or pursued since 31st October 1994?

- We have no evidence of a damage notice or subsidence claim for the property or within 50m of the property since 31st October 1994.

(b) In respect of any such notice or claim has the responsible person given notice agreeing that there is a remedial obligation or otherwise accepted that a claim would lie against them?

- Not applicable.

(c) In respect of any such notice or acceptance has the remedial obligation or claim been discharged?

- Not applicable.

(d) Does any current "Stop Notice" delaying the start of remedial works or repairs affect the property?

- There are no current Stop Notices delaying the start of remedial works or repairs to the property.

(e) Has any request been made under Section 33 of the 1991 Act to execute preventive works before coal is worked, which would prevent the occurrence or reduce the extent of subsidence damage to any buildings, structures or works and, if yes, has any person withheld consent or failed to comply with any such request to execute preventive works?

- There is no record of a request that has been made to carry out preventive works before coal is worked under Section 33 of the Coal Mining Subsidence Act 1991.

NB. Records of damage notices or subsidence claims before 31st October 1994 are excluded from The Coal Authority data from which this search is compiled.



10. Mine gas emissions



Does the Coal Authority have record of any mine gas emission within the boundary of the property being reported that subsequently required action by the Authority to mitigate the effects of the mine gas emission?

- No mine gas emissions are recorded within the boundary of the property.

11. Emergency Surface Hazard Call Out incidents



Have the Coal Authority carried out any work on or within the boundaries of the property following a report of an alleged hazard related to coal mining under the Authority's Emergency Surface Hazard Call Out procedures?

- No Emergency Surface Hazard Call Out procedures are recorded against the property.

12. Withdrawal of support



(a) Does the land lie within a geographical area in respect of which a notice of entitlement to withdraw support has been published?

- The property does not lie in an area where the right to withdraw support has been granted.

(b) Does the land lie within a geographical area in respect of which a revocation notice has been given under section 41 of the Coal Industry Act 1994?

- The property does not lie within a geographical area in which a revocation notice has been given under section 41 of the Coal Industry Act 1994.

13. Working facilities orders



Is the property within a geographical area subject to an order in respect of the working of coal under the Mines (Working Facilities and Support) Acts 1923 and 1966 or any statutory modification or amendment thereof?

- The property is not in an area where a court order has been issued.

14. Payments to owners of former copyhold land



(a) Has any relevant notice, which may affect the property, been given?

- The property does not lie within former copyholder land.

(b) If yes, has any notice of retained interests in coal and coal mines been given?



- **No notices of retained interests in coal and coal mines been given.**

(c) If yes, has any acceptance notice or rejection notice been served?

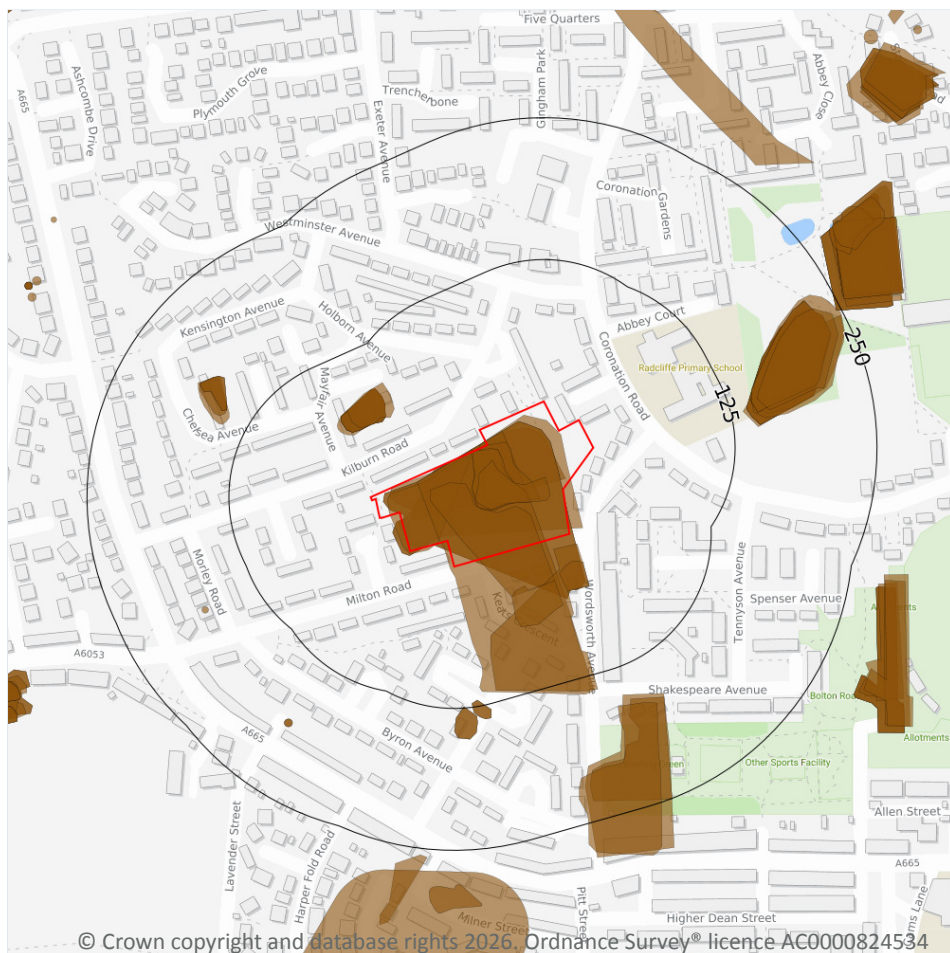
- **No acceptance or rejection notices have been served.**

(d) If any such acceptance notice has been served, has any compensation been paid to a claimant?

- **No compensation has been paid to a claimant.**



Ground stability / Infilled land



- Site Outline
- Search buffers in metres (m)
- Active landfill sites
- Historical landfill (LA/mapping)
- Infilled Land
- Historic landfill sites

Infilling from historical mapping

These are records of areas of land that have been potentially infilled with unknown materials. Groundsure have identified these areas from our comprehensive collection of historical maps. Depending on the nature of the materials that have been used for infilling there is the potential for these areas to settle over time. As such, any buildings situated on these areas could be at risk from ground instability or subsidence.

Location	Year of mapping	Land Use	Mapping scale
On site	1965	Unspecified Pit	10560
On site	1955	Unspecified Pit	10560
On site	1938	Unspecified Pit	10560
On site	1927	Unspecified Pit	10560



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Location	Year of mapping	Land Use	Mapping scale
On site	1908	Unspecified Pit	10560
On site	1891	Brick Works	10560
On site	1891	Unspecified Pit	10560
On site	1955	Reservoir	10560
On site	1938	Pond	10560
On site	1908	Pond	10560
On site	1891	Ponds	10560
9m S	1908	Brick Works	10560
24m S	1908	Unspecified Pit	10560
34m S	1891	Ponds	10560
56m NW	1850	Pond	10560
57m NW	1938	Pond	10560
57m NW	1927	Pond	10560
57m NW	1908	Pond	10560
57m NW	1891	Pond	10560
57m NW	1955	Pond	10560

This data is sourced from Groundsure.



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Datasets searched

This is a full list of the data searched in this report. If we have found results of note we will state "Identified". If no results of note are found, we will state "Not identified". Our intelligent filtering will hide "Not identified" sections to speed up your workflow. Please note: if a GeoRisk + report, the CON29M and Cheshire Salt Search content is not covered in the below.

Mining features	
Mine entries	Not identified
Mineralised veins	Not identified
Surface workings	Identified
Surface features	Not identified
Underground mine workings	Not identified
Reported subsidence	Not identified
Mine waste tips	Not identified
Secured features	Not identified
Licence boundaries	Not identified
Researched mining	Identified
Mining Record Office plans	Not identified
BGS mine plans	Not identified
Mining records	
BritPits	Identified
Mineral Planning Areas	Not identified
Non-coal mining areas	Not identified
Mining cavities	Not identified
Coal mining areas	Identified
Brine areas	Not identified
Gypsum areas	Not identified
Tin mining areas	Not identified
Historical Features	
Non-coal mining	Identified
Coal and associated mining	Identified
Industry associated with mining	Identified
Geological features	
Artificial and made ground (10k)	Identified
Linear features - mineral veins (10k)	Not identified
Artificial and made ground (50k)	Not identified
Linear features - mineral veins (50k)	Not identified
Oil and gas	
Oil or gas drilling well	Not identified
Proposed oil or gas drilling well	Not identified
Licensed blocks	Not identified
Potential future exploration areas	Not identified
Natural instability	
Property shrink-swell assessment	Not identified
Shrink-swell clays	Not identified
Landslides	Not identified
National landslide database	Not identified
Running sands	Not identified
Compressible deposits	Not identified
Collapsible deposits	Not identified
Dissolution of soluble rocks	Not identified



Natural instability

Natural cavities	Not identified
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Coastal Erosion

Complex cliffs	Not identified
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Projections with intervention measures in place	Not identified
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Projections with no active intervention	Not identified
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Infilled land

Infilling from historical mapping	Identified
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Active landfill sites	Not identified
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Historical landfill (from Environment Agency records)	Not identified
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Historical landfill (from Local Authority and historical mapping records)	Not identified
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Sinkholes

Reported recent incidents	Not identified
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Recorded incidents (Stantec)	Not identified
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Historical incidents	Not identified
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Methodologies and limitations

Groundsure's methodologies and limitations are available here: knowledge.groundsure.com/methodologies-and-limitations ↗.

Data providers

Groundsure works with respected data providers to bring you the most relevant and accurate information in your Georisk + Commercial report. To find out who they are and their areas of expertise see www.groundsure.com/sources-reference ↗.

Conveyancing Information Executive and our terms & conditions

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Groundsure Ltd. Groundsure adheres to the Conveyancing Information Executive Standards.

In addition to The Property Ombudsman (TPO) redress scheme covering consumers, TPO will also provide redress to small businesses (including Charities and Trusts) and where the customer meets the following criteria:

- a small business (or group of companies) with an annual turnover of less than £3 million;
- a charity with an annual income of less than £3 million;
- a Trust with a net asset value of less than £3 million.

Complaints Advice

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure.

If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Standards.

Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPOs.

COMPLAINTS PROCEDURE: If you want to make a complaint, we will:

- acknowledge it within 5 working days of receipt
- normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
- liaise, at your request, with anyone acting formally on your behalf

Complaints should be sent to:

Operations Director, Groundsure Ltd, Nile House, Nile Street, Brighton, BN1 1HW. Tel: 01273 257 755. Email: info@groundsure.com

↗ If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk ↗ We will co-operate fully with the Ombudsman during an investigation and comply with their final decision.

Groundsure's Terms and Conditions can be viewed here: www.groundsure.com/terms-and-conditions-april-2023/ ↗

All of the advice and reports that Groundsure produces are covered by a comprehensive Remediation Contribution policy to ensure customers are protected, see www.groundsure.com/remediation ↗ for full details.



Coal Mining Report Insurance Policy



Coal Mining Report Insurance Policy

The Schedule

Policy Number: The Reference contained in the **Coal Mining Search Report**

Premium: £1.20 inclusive of Insurance Premium Tax at 12%

Property: The property which is the subject of the **Coal Mining Search Report**

Limit of Indemnity: £100,000 increasing by 10% compound per annum on each anniversary of and for the first 10 years following the **Commencement Date**

Commencement Date: The date of the **Coal Mining Search Report**

You/Your:

1. A purchaser of the **Property**
2. A lender providing a **Mortgage** in connection with a purchase of the **Property**
3. A lender providing a **Mortgage** by way of a re-mortgage of the **Property**

Definitions

Where a word is defined below or in the schedule it shall carry the same meaning wherever it appears in bold text in this policy

Insured Use: The continued use of the **Property** as a single house or flat or a single commercial premises

Market Value: The value as determined by a surveyor appointed by agreement between **You** and **Us** or (in default of agreement) the President for the time being of the Royal Institution of Chartered Surveyors

Mortgage: A mortgage or charge secured on the **Property** by an institutional mortgage lender

Coal Mining Search Report: The coal mining search report attached to this policy

Search: An official search comprising a search in form CON29M (2018) being mining searches relating to coal and brine in the area in which the **Property** is situated

We/Our/Us:

Zurich Insurance plc. A public limited company incorporated in Ireland. Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK Branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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Your Policy

This is a legal document and should be kept in a safe place.

This policy is an agreement between **You** and **Us** and cover is provided subject to the payment of the **Premium**.

You must read this policy and its conditions, exclusions, schedule and any endorsements as one contract. Please read all of them to make sure that they provide the cover **You** require. If they do not, please contact **Us** or **Your** insurance adviser who arranged the policy for **You**.

When **You** take out and make changes to the cover provided by this policy, **You** must take reasonable care to ensure that **You** accurately answer any questions which **We** ask of **You** and that any information **You** give **Us** is accurate. If **You** are taking out this policy for purposes which are mainly related to **Your** trade, business or profession, **You** must also let **Us** know about all facts which are material to **Our** decision to provide **You** with insurance. Failure to meet these obligations could result in this policy being invalidated, a claim not being paid, or an additional premium being charged.

Fair presentation of the risk

a) At inception of this policy and also whenever changes are made to it at **Your** request **You** must:

- i) where **You** have taken out this policy for purposes which are wholly or mainly related to **Your** trade, business or profession, disclose to **Us** all material facts in a clear and accessible manner and not misrepresent any material facts, and
- ii) where **You** have taken out this policy for purposes which are wholly or mainly unrelated to **Your** trade, business or profession, take reasonable care not to misrepresent any material facts.

b) If **You** do not comply with clause a) of this condition **We** may:

- i) avoid this policy which means that **We** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by **You** is proven by **Us** to be deliberate or reckless in which case **We** will not return the premium paid by **You**; and
- ii) recover from **You** any amount **We** have already paid for any claims including costs or expenses **We** have incurred.

c) If **You** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what **We** would have done if **We** had known about the facts which **You** failed to disclose or misrepresented:

- i) if **We** would not have provided **You** with any cover **We** will have the option to:
 1. avoid the policy which means that **We** will treat it as if it had never existed and repay the premium paid; and
 2. recover from **You** any amount **We** have already paid for any claims including costs or expenses **We** have incurred
- ii) if **We** would have applied different terms to the cover **We** will have the option to treat this policy as if those different terms apply. **We** may recover any payments made by **Us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
- iii) if **We** would have charged **You** a higher premium for providing the cover **We** will charge **You** the additional premium which **You** must pay in full.

d) If any insured person, other than **You**, is responsible for a misrepresentation or failure to make a fair presentation of the risk, **We** will invoke the remedies available to **Us** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

NB: For the purposes of the duty of disclosure stated in paragraphs a) i) and ii) above the content of the **Coal Mining Search Report** will be deemed to satisfy **Your** disclosure obligations.

Cover

1. **You** are in the process of purchasing the **Property** relying on the **Coal Mining Search Report** and/or
2. **You** (being a lender) have agreed to provide a **Mortgage** in connection with **Your** borrower's purchase or re-mortgage of the **Property** relying on the **Coal Mining Search Report**.

We will pay the following losses sustained by **You** arising out of the **Property** being affected by any matter which would have been revealed by a **Search** had one been carried out on the date of the **Coal Mining Search Report** but which was not revealed by the **Coal Mining Search Report**:



1. any reduction in **Market Value** of the **Property** calculated at the date **You** become aware of the matter(s) and/or loss in connection with a **Mortgage** as a result of such reduction.
2. all other costs and expenses including out of court settlement costs incurred by **Us** or by **You** with **Our** prior written agreement.

Waiver of Breach of Policy Condition

We will not exercise **Our** right to avoid **Our** liability to **You** in respect of loss where **You** have inadvertently breached any term or condition of the policy provided that such breach does not prejudice **Our** rights and remedies under the policy or otherwise directly or indirectly result in or increase the amount of any loss.

Protection for Mortgagees and Successors in Title

We will not avoid **Our** liability to make a payment to **You** solely because another person breaches the terms and conditions of this policy, provided such breach was not committed on **Your** behalf or with **Your** agreement, and **We** will invoke the remedies available to **Us** under the Policy as against that other person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

Joint Insured

Any party insured under this policy standing in the relation of parent company, subsidiary company, associated company, branch office or joint venture partner to each other will be deemed to be joint insured for the purposes of this policy and jointly liable and responsible for any breach of any terms and conditions of this policy. If there is any inconsistency between this clause and any other term of this policy, this clause shall prevail.

Exclusions

We will not pay for any:

1. amount in excess of the **Limit of Indemnity**.
2. loss which would be recoverable under a household buildings insurance policy.
3. loss arising from any matter that **You** were aware of at the **Commencement Date**.
4. loss if the **Property** is used for any purpose other than the **Insured Use**.

Claims Conditions and How to Claim

1. **You** must:

- i) give **Us** written notice as soon as possible of any potential or actual claim or any circumstances likely to result in a claim. Please provide the policy number, **Your** name, the full address of the **Property** and a brief description of the incident that has occurred. Notifications should be sent to: Speciality Lines Claims Team, Zurich Insurance, 8th Floor, 70 Mark Lane, London, EC3R 7NQ. Email: claims@uk.zurich.com ↗, Enquiry line: telephone 0207 648 3523
- ii) pass all court documents and/or other communications to **Us** as soon as possible after receipt
- iii) not deal with, make any admission of liability or attempt to settle a claim without **Our** prior written agreement.
- iv) agree to and carry out at **Our** expense all things necessary to minimise any loss.
- v) provide all information and assistance that **We** may require to help defend and settle the claim.

2. **We** are entitled to:

- i) decide how to settle or defend a claim and may carry out proceedings in the name of any person insured under this policy, including proceedings for recovering any claim.
- ii) pay to **You** at any time, an amount equal to the **Limit of Indemnity** or any lower amount for which the claim can be settled, after deduction of any sum already paid. **We** may then give up control of and have no further liability in connection with the claim.

3. If **We** admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **You** and **Us** in accordance with the law at the time. **You** may not take any legal action against **Us** over the dispute before the arbitrator has reached a decision.

4. If **You** or anyone acting on Your behalf:



- a) makes a fraudulent or exaggerated claim under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this policy for loss or damage which **You** or anyone acting on **Your** behalf or in connivance with **You** deliberately caused; or
- e) realises after submitting what **You** reasonably believed was a genuine claim under this policy and then fails to tell **Us** that **You** have not suffered any loss or damage; or
- f) suppresses information which **You** know would otherwise enable **Us** to refuse to pay a claim under this policy

We will be entitled to refuse to pay the whole of the claim and recover any sums that **We** have already paid in respect of the claim.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of **You** this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

5. If any claim is covered by any other insurance, **We** will not pay for more than **Our** share of that claim.

6. The most **We** will pay for any loss (or all losses in the aggregate), including costs and expenses agreed by **Us** is the **Limit of Indemnity**. Once **We** have paid a loss or losses equal to the amount of the **Limit of Indemnity**, **We** will have no further liability under this policy.

General Conditions

1. Neither **You** (nor anyone acting on **Your** behalf) must disclose the existence of this policy to any other party except **Your** legal and other professional advisers, prospective purchasers, lessees and tenants of the **Property**, their respective mortgagees, legal and other professional advisers.

2. In the UK the law allows both **You** and **Us** to choose the law applicable to the contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon the Property address stated in the Schedule. If there is any dispute as to which law applies it will be English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

3. Notwithstanding any other terms of this policy **We** will be deemed not to provide cover nor will **We** make any payment or provide any service or benefit to **You** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **Yours** would violate any applicable trade or economic sanctions law or regulation.

Cancellation Clause

If **You** have taken out this policy for purposes which are wholly or mainly unrelated to **Your** trade, business or profession, **You** may cancel this policy within 14 days of receiving the policy by writing to **Us** and in such event **We** may, at **Our** discretion, charge **You** for the time that **You** have been on cover. Any refund will be made to the party who paid the premium. If **You** do cancel, **You** may be in breach of the terms of **Your** mortgage or the terms of the contract for the sale of **Your** property. If **You** are in doubt, **You** may wish to seek legal advice prior to cancellation.

Fair Processing and Complaints Procedure

Our Complaints Procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you



updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk ↗.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk ↗

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk ↗ or by contacting the FSCS directly on 0800 678 1100.

How we use your information

Who controls your personal information

This notice tells you how Zurich Insurance plc ('Zurich'), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com ↗.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

What personal information we collect about you

We will collect and process the personal information that you give us by phone, e-mail, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources. We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How we use your personal information' section.

How we use your personal information

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations; or (iii) for our 'legitimate interests'. It is in our legitimate interests to collect



your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which we will collect and use your personal information are:

1. to provide you with a quotation and/or contract of insurance;
2. to identify you when you contact us;
3. to deal with administration and assess claims;
4. to make and receive payments;
5. to obtain feedback on the service we provide to you;
6. to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

Who we share your personal information with

Where necessary, we will share the personal information you gave us for the purposes of providing you with the goods and services you requested with the types of organisations described below:

associated companies including reinsurers, suppliers and service providers;
introducers and professional advisers;
regulatory and legal bodies;
survey and research organisations;
credit reference agencies;
healthcare professionals, social and welfare organisations; and
other insurance companies

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

regulatory and legal bodies;
central government or local councils;
law enforcement bodies, including investigators;
credit reference agencies; and
other insurance companies

How we use your personal information for websites and email communications

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

How we transfer your personal information to other countries

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com ↗.

How long we keep your personal information for

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally



collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

Your data protection rights

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request);
 - to have your data rectified if it is inaccurate or incomplete;
 - in certain circumstances, to have your data deleted or removed;
 - in certain circumstances, to restrict the processing of your data;
 - a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
 - to object to direct marketing;
 - not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;
 - to claim compensation for damages caused by a breach of the data protection legislation.
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.

What happens if you fail to provide your personal information to us

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

Fraud prevention and detection

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

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to any relevant database. We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

