

Report No. BC/MB/06.20.02.

**Coal Mining Risk Assessment:
Land at Beechwood Drive,
Heolgerrig, Merthyr Tydfil.**

Prepared on behalf of:

Ms Siobhan Lynch

By:



Copyright.

The copyright relating to this report and the plans and documents therein contained, which have been prepared by Blandford Consulting, is owned by them exclusively, and no such report, plan or document may be reproduced, published or adapted without their written consent. Complete or partial copies may be distributed by the client to facilitate discussions and matters relating to its commission. This report has been researched, prepared and compiled in the context of the purpose stated herein and must not be used in a different context.

BLANDFORD CONSULTING

THE ENTERPRISE CENTRE, MERTHYR INDUSTRIAL PARK,
PENTREBACH, MERTHYR TYDFIL, SOUTH WALES, CF48 4DR.
TEL: 01443 693353, FAX: 01443 693351
EMAIL: SALES@BLANDFORDCONSULTING.COM
WWW.BLANDFORDCONSULTING.COM

Liability.

Blandford Consulting does not accept any liability other than arising out of the information that forms the basis of this report.

Coal Mining Risk Assessment: Land at Beechwood Drive, Heolgerrig, Merthyr Tydfil.

Contents

	Page:
1. Introduction	1
2. Brief Description of Site	2
3. Geology of the Site	2
4. Mining History	4
5. Mine Gases	4
6. Radon Gas	6
7. Site Investigation	6
8. Discussion and Recommendations	8

List of Drawings

Drawing No:		Scale
<i>BC/MB/06.20.02.01.</i>	<i>General Location Plan.</i>	<i>1:50,000</i>
<i>BC/MB/06.20.02.02.</i>	<i>Geology Plan.</i>	<i>1:10,560</i>
<i>BC/MB/06.20.02.03.</i>	<i>Detailed Location Plan.</i>	<i>1:2,500</i>
<i>BC/MB/06.20.02.04.</i>	<i>Extract from Mine Plan 8695.</i>	<i>1:2,500</i>
<i>BC/MB/06.20.02.05.</i>	<i>Site Investigation Plan.</i>	<i>c.1:500</i>

Borehole Logs

Graphic Borehole Logs 1 to 15

Appendix

Copy of The Coal Authority's Mining Report, ref. no. 51001796185001.

Coal Mining Risk Assessment: Land at Beechwood Drive, Heolgerrig, Merthyr Tydfil.

1 Introduction

This geological and mining report has been prepared on behalf of our client:

*Ms Siobhan Lynch,
40 Cwm Pant Bach,
Heolgerrig,
Merthyr Tydfil,
CF48 1TQ.*

The report reviews the geology and mining history of the property and the immediately surrounding area and the findings of site investigation undertaken at the Site as they may affect a proposal to develop a dwelling on the land. Recommendations are made on appropriate foundation options.

The following sources of data have been used in the compilation of this report,

- i) Research of published geological data;*
- ii) Research of mining records;*
- iii) The findings of The Coal Authority report, no. 51001796185001;*
- iv) Review of the Coal Authority's interactive map, accessed on the 6th July 2021;*
- v) Review of Public Health England's interactive Radon gas map, accessed on the 7th July 2021 and*
- vi) Research of Blandford Consulting's archives.*

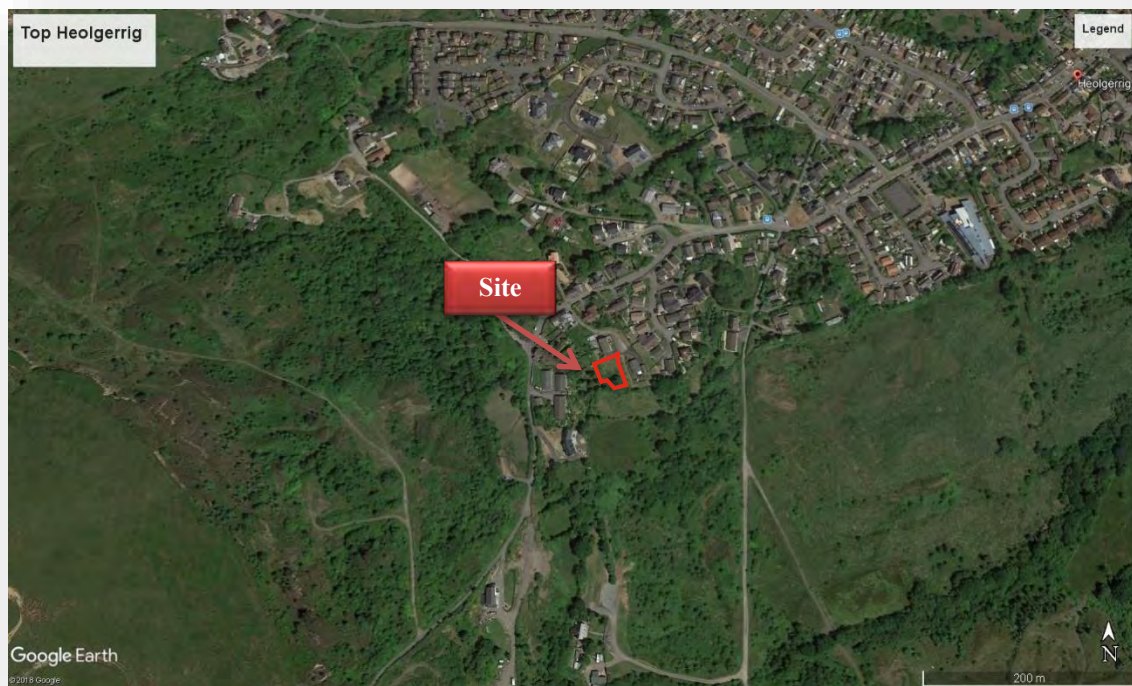
The findings of the report are necessarily based upon the information used in its compilation and may be amended in the future in the light of additional material information. The report should only be used in its entirety for its stated purpose.

/Cont....

2 Brief Description of the Site

The parcel of land which is the subject of this report ('the Site') is situated on the upper slopes of Mynydd Aberdâr, approximately 2km west of the centre of the town of Merthyr Tydfil (see Figure 1 and *General Location Plan, drawing no. BC/MB/06.20.02.01*). The Site is on the south-western fringes of Heolgerrig and is located within a semi-rural landscape bounded on the west, north and east by detached dwellings and on the south by agricultural enclosures and woodland; it is presently unoccupied. The Site is irregular in outline and occupies an area of approximately 0.9 hectares; the Site is an almost level plateau at an approximate elevation of 319m aod and otherwise slopes eastwards to an approximate elevation of 314m aod.

Figure 1
Aerial View of Property



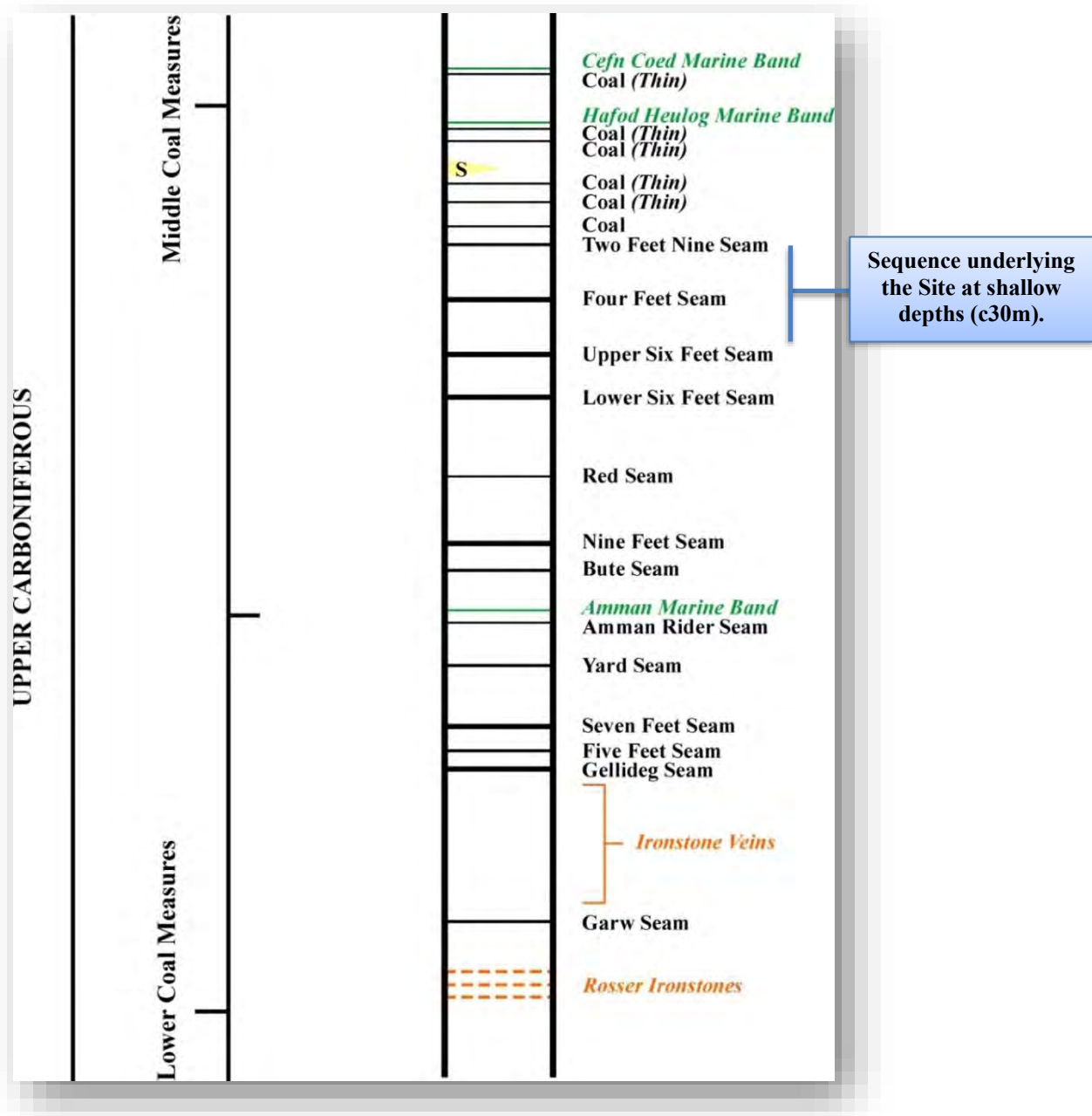
3 Geology of the Site

The Site is situated near the northern margins of the former South Wales Coalfield and is underlain by strata assigned to the Middle Coal Measures. The most recently published geological sheet (SO 00 NW at 1:10,560 scale) shows the outcrops of several coal seams

/Cont....

crossing the district with a generally north-westerly trend. The inferred positions of the outcrops of the Two Feet Nine, Four Feet and Upper and Lower Six Feet Seams are shown to be present in close proximity to the Site with the inferred position of the outcrop of the Two Feet Nine Seam passing immediately to the west of the Site (see *Geology Plan, drawing no. BC/MB/06.20.02.02*).

Figure 2
Part of the Stratigraphic Column.
 Scale: Not to Scale.



/Cont....

The measures of the South Wales Coalfield are affected by large faults, often referred to as ‘cross faults’. In the Heolgerrig area such faults have a slightly sinuous trace at the surface and an average trend towards the north-west. The published geological sheet shows that the Site is not affected by any such faults.

The published geological sheet for this area shows the coal measures to be covered with locally derived soils. Published information also indicates that the Site is not affected by landslip.

4 Mining History

The general area has experienced extensive underground operations for both coal and ironstone dating back to the early nineteenth century. Our searches identified old coal workings in the vicinity of the Site at depths ranging from shallow (less than 30m) to 80m; the last mining operations were in 1939. Mining records indicate that shallow old workings may be present beneath the Site in the Four Feet Seam. The Coal Authority’s mining report refers to the presence of shallow mine workings and The Coal Authority’s interactive map shows shallow mine workings to be present immediately to the south the Site (see Figure 3). There is one recorded mine entry, an adit, within the confines of the Site or within 20m of it; the adit is shown to be situated immediately to the south-east of the Site (see *Detailed Location Plan, drawing no. BC/MB/06.20.02.03*).

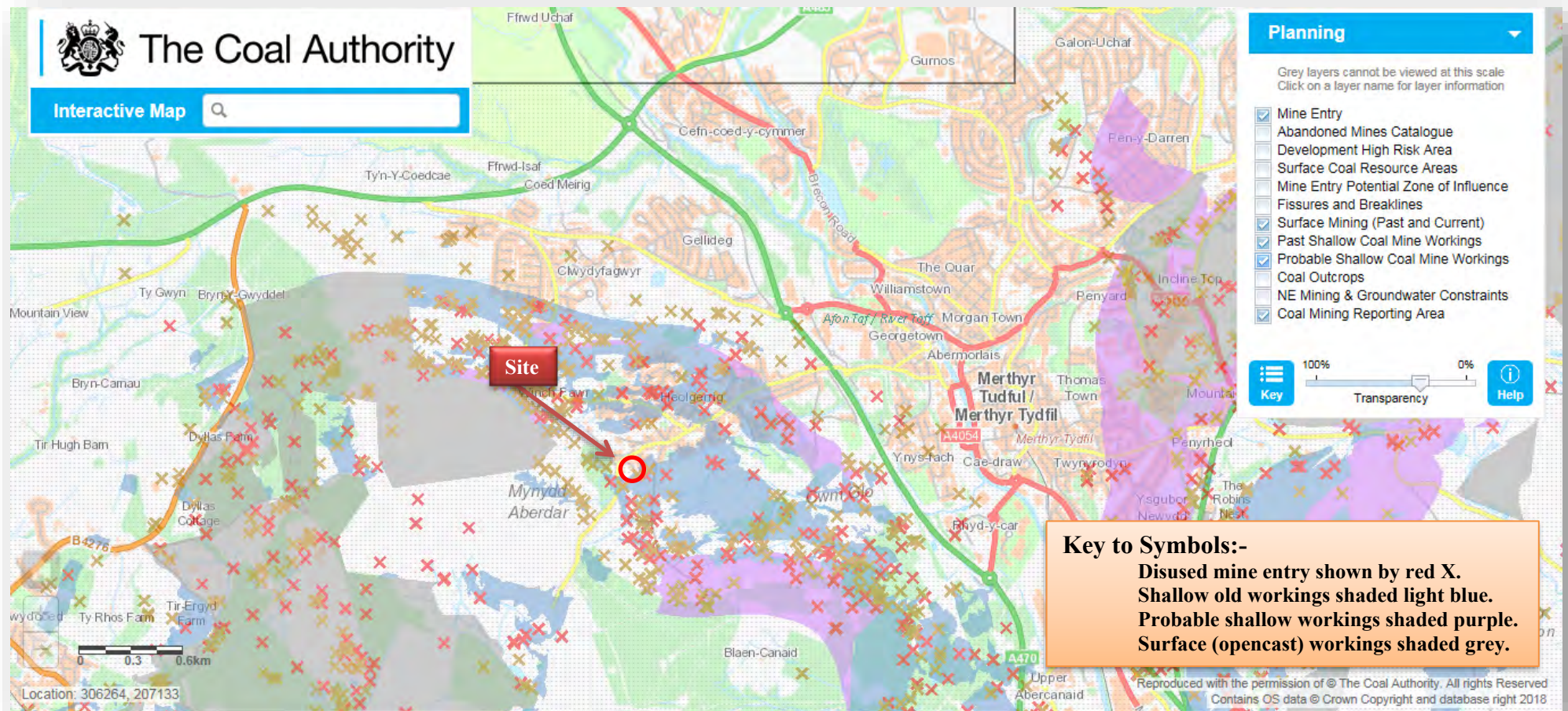
There are no working collieries in the locality that could affect the proposed dwelling. The Site has not been part of an opencast coal site (OCCS), and there have been no opencast mining operations close enough to the Site to affect the structural integrity of the proposed dwelling.

5 Mine Gases

When coal is mined methane is released and may accumulate, sometimes with other mine gases, in the voids left by the mining operation. The gases may vent to atmosphere or be pushed

/Cont....

Figure 3
Copy of The Coal Authority's Interactive Map
 (accessed 6th July 2021)



/Cont....

out of the mining voids as they flood with mine water and in certain circumstances the gases can accumulate in voids and result in asphyxiation, fire or explosion. A number of studies of the old workings across South Wales and dating back to the mid to late twentieth century have shown that there is little risk from mine gases. This may be as a result of the nature of the coal seams or because the shallow old workings have vented most of the mine gases to atmosphere or is as a result of the combination of the two. The Coal Authority has no record of an emission of mine gas at the Site that has required action.

6 Radon Gas

Government guidelines recommend that the potential for Radon gas should be assessed for all new dwellings, including extensions; the advice has been implemented by accessing Public Health England's interactive Radon gas map. The map identifies that the property is not in a Radon gas affected area and the appropriate response for building control purposes is NONE.

7 Site Investigation

7.1 Site Investigation Programme

A pattern of four boreholes was planned to determine the precise position of the adit and its condition and to assess the details of any shallow mine workings that may be underlying the Site. The boreholes were drilled using a Klemm and a Fraste Multidrill drilling rig and the programme was designed and supervised by a Chartered Geologist. The exploration was undertaken under the terms of Permit 22000 issued by The Coal Authority. The boreholes were monitored for the presence of mine gases.

At the time that the boreholes were being drilled the client had come to a provisional determination of the position for the proposed dwelling, which was to the north of the adit and relatively remote from it. Consequently, the drilling programme was changed to

/Cont....

a series of close spaced shallow (10m depth) boreholes to assess the adit and three boreholes to 30m depth to assess shallow mine workings at the proposed location for the dwelling. The boreholes to examine the adit were commenced above a shallow depression in the ground that has the appearance of a collapse above a shallow adit drivage. The depression was found not to be the adit and a line of shallow boreholes was drilled northwards at a spacing of 1.5m until the adit was encountered.

The three boreholes drilled at the location for the dwelling were spaced to cover three sides of the building where access would allow.

7.2 Findings of the Exploratory Boreholes

The three deep boreholes to examine the risk from shallow mine workings each encountered made Ground that was found to vary in thickness between 1.30m and 2.90m; no natural soils were encountered in the boreholes. All three boreholes encountered two coal seams: the top coal seam was found to vary in thickness between 0.60m and 0.80m and the lower coal seam was found to vary in thickness between 0.60m and 0.90m. The top coal seam was found at depths of between 23.00m and 24.00m with between 21.30m and 21.90m of mudstone above it.

The ten shallow boreholes drilled to assess the adit also all encountered Made Ground that was found to vary in thickness between 1.00m and 1.00m. With the exception of Boreholes 13 and 14 all the shallow boreholes encountered Boulder Clay beneath the Made Ground, which was found to vary in thickness between 1.00m and 1.50m. With the exception of Boreholes 13 and 14 all the shallow boreholes proved mudstone to a depth of 10m. Boreholes 7 and 8 encountered soft drilling between 2.50m and 3.00m and 2.70m and 2.90m respectively.

Borehole 13 variously encountered backfilled old workings between the depths of 1.00m and 4.20m and Borehole 14 encountered similar backfilled old workings between the depths of 1.50m and 4.20m; the backfilled old workings are interpreted as being the adit of No3 Level.

/Cont....

8 Discussion and Recommendations

8.1 Solid Geology

There are no large faults present in the locality that are close enough to the Site to have an impact upon the proposed development and published geological information indicates that the Site is not affected by landslip. In so far as the solid geology of the Site is concerned there is no requirement to include any particular precaution in the design and construction of the foundations and no further study is required.

8.2 Mining History of the Site

The locality has experienced extensive mining operations for both coal and ironstone, most of which are of an age and/or are at depths such that they will not affect the structural integrity of the proposed dwelling. Two relatively thin coal seams interpreted as being the Four Feet Seam were encountered at depths of 23.0m to 24.0m. The coal seams were all found to be solid but if mine workings were present in either seam the ratio of bedrock above the seams to the mining void would be well in excess of the 10:1 ratio generally accepted as being the limiting ratio whereby old workings would be likely to result in surface subsidence. It is therefore concluded that there is no risk to the proposed dwelling from shallow mine workings.

The No3 Level Adit to the Two Feet Nine Seam is recorded as being within 20m of the Site. The pattern of shallow boreholes drilled to locate the adit encountered it immediately adjacent to the corner of the garden of the adjacent Beechcroft. The proven position of the adit is shown on the *Site Investigation Plan, drawing no. BC/MB/06.20.02.05.* together with the hypothetical collapse/exclusion zone. The underground drivage extending from the adit is at very shallow depths and consequently the hypothetical collapse/exclusion zone has been calculated by subtending a line at 45° from the floor of the drivage and not from rockhead. No hard structures should be placed in the exclusion zone unless they are constructed with mitigation against a collapse of the underground drivage. The precise dimensions of the proposed dwelling have not yet been finalised but the architect has advised us that the building is to be located on the

/Cont....

plateau area that occupies the north-western part of the Site and will not extend southwards beyond the approximate position of Borehole 9. The proposed location for the dwelling lies outside the hypothetical collapse/exclusion zone.

Given the mining history of the locality, the risk of an unrecorded mine entry being present on the Site cannot be entirely discounted. The risk is considered to be very low in this case because there are no shallow mine workings present that would have resulted in the construction of an air shaft and whilst there is a considerable amount of evidence of past mining operations in the locality there is no evidence in the form of tramways or old mine buildings or ruins that would indicate that an unrecorded mine entry is present within the confines of the Site. Nevertheless, it would be prudent to monitor all excavations on site and if anything unusual is observed the excavations should be stopped immediately and advice sought from a Chartered Geologist or from The Coal Authority.

No mine gases were detected during the drilling programme.

There are no working collieries in the locality that would affect the proposed dwelling. The Site has not been part of an opencast coal site (OCCS), and there have been no opencast mining operations close enough to the Site to affect the structural integrity of the proposed dwelling.

It is concluded that there is no risk to the proposed dwelling from the mining history of the locality.

8.3 Radon Gas

An inspection of Public Health England's interactive Radon gas map identified that there is no risk from Radon gas and the appropriate response for building control purposes is NONE.

8.4 Foundation Options

Rotary percussive drilling rigs are not the appropriate tool for determining the details of soil parameters. However, the three boreholes drilled in the vicinity of the proposed

/Cont....

dwelling all encountered Made Ground that extended to a maximum depth of 1.90m. It is likely that the Made Ground is unsuitable to found on, but it should be examined by trial pits before a final decision is made regarding its suitability to found on. No particular measures are needed to mitigate against the risk from the mining history of the Site and shallow foundations would be appropriate, subject to the above recommended examination of the Made Ground.

A search of underground services is outside the scope of this desk study report. It is recommended that before any excavation or exploration work is carried out on the Site that the main service providers are contacted with a view to determining what buried services might underlie the Site.



**Dr Malcolm Blandford,
Chartered Geologist.**

Report Date: 9th July 2021.

***Blandford Consulting,
Consultant Geologists and Geotechnical Engineers,
The Enterprise Centre, Merthyr Industrial Park, Pentrebach, Merthyr Tydfil, CF48 4DR.
Tel. No. (01443) 693353. Fax. No. (01443) 693351.***

PLANS



THE ENTERPRISE CENTRE,
MERTHYR INDUSTRIAL PARK,
PENTREBACH,
MERTHYR TYDFIL,
SOUTH WALES,
CF48 4DR.

BLANDFORD CONSULTING

Geologists Working With The Environment....

Study on Land at Beechwood Drive
Heolgerrig, Merthyr Tydfil.

General Location Plan.

Plan Scale: 1:50,000.

Key to Symbols:



Approximate Position of Site.

Note:

North is at top of plan.

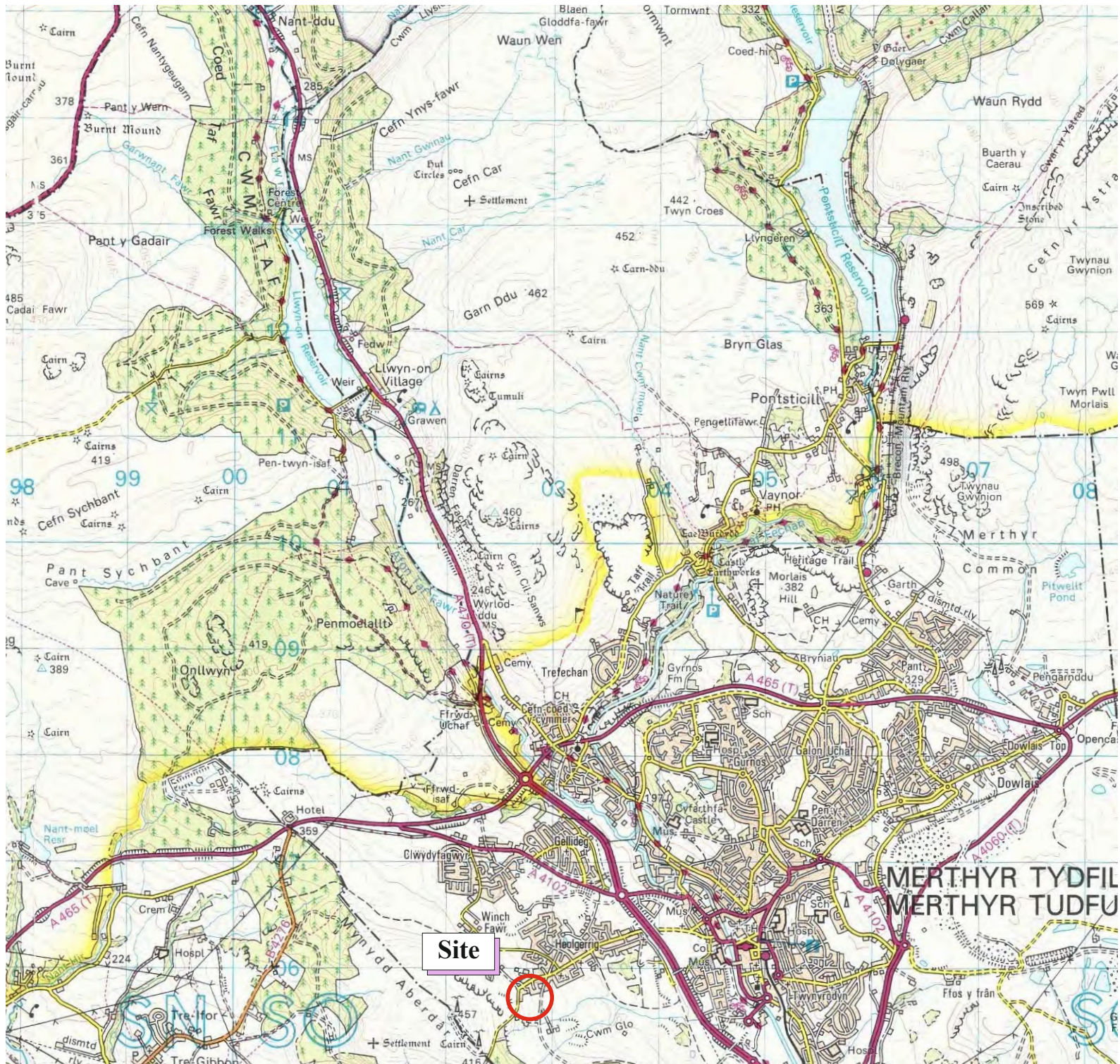
© Crown Copyright Reserved



THE ENTERPRISE CENTRE,
MERTHYR INDUSTRIAL PARK,
PENTREBACH,
MERTHYR TYDFIL,
SOUTH WALES,
CF48 4DR.

BLANDFORD CONSULTING

Drawing No: BC/MB/06.20.02.01.



Study on Land at Beechwood Drive
Heolgerrig, Merthyr Tydfil.

Geology Plan.

Plan Scale: 1:10,560.

Key to Symbols:

- Approximate Site Boundary.
- ➡ Approximate Position of Disused Adit.
- ⊕ Approximate Position of Disused Shaft.

Note:
North is at top of plan.

© Crown Copyright Reserved



THE ENTERPRISE CENTRE,
MERTHYR INDUSTRIAL PARK,
PENTREBACH,
MERTHYR TYDFIL,
SOUTH WALES,
CF48 4DR.

BLANDFORD CONSULTING

Drawing No: BC/MB/06.20.02.02.



Study on Land at Beechwood Drive
Heolgerrig, Merthyr Tydfil.

Detail Location Plan.

Plan Scale: 1:2,500.

Key to Symbols:

-  **Approximate Site Boundary.**
-  **Adit Position, Mine Plan 3500.**
-  **The Coal Authority's Mining Report.**

Note:
North is at top of plan.

© Crown Copyright Reserved



THE ENTERPRISE CENTRE,
MERTHYR INDUSTRIAL PARK,
PENTREBACH,
MERTHYR TYDFIL,
SOUTH WALES,
CF48 4DR.

BLANDFORD CONSULTING

Drawing No: BC/MB/06.20.02.03.



Study on Land at Beechwood Drive
Heolgerrig, Merthyr Tydfil.

Extract from Mine Plan 8695.

Plan Scale: 1:2,500.

Key to Symbols:

- Approximate Site Boundary.
- ➡ Approximate Position of Disused Adit.
- ⊕ Approximate Position of Disused Shaft.

Notes:
North is at top of plan.
Locations are approximate
and should not be scaled.

© Copyright Reserved



THE ENTERPRISE CENTRE,
MERTHYR INDUSTRIAL PARK,
PENTREBACH,
MERTHYR TYDFIL,
SOUTH WALES,
CF48 4DR.

BLANDFORD CONSULTING

Study on Land at Beechwood Drive
Heolgerrig, Merthyr Tydfil.

Site Investigation Plan.

Plan Scale: Approx. 1:500.

Key to Symbols:

- Approximate Site Boundary.
- Approximate Position of Borehole that Drilled Solid.
- Approximate Position of Borehole that Encountered Old Workings.
- Disused Adit Proven Position.
- Hypothetical Collapse/Exclusion Zone.

Note:
North is at top of plan.

© Crown Copyright Reserved

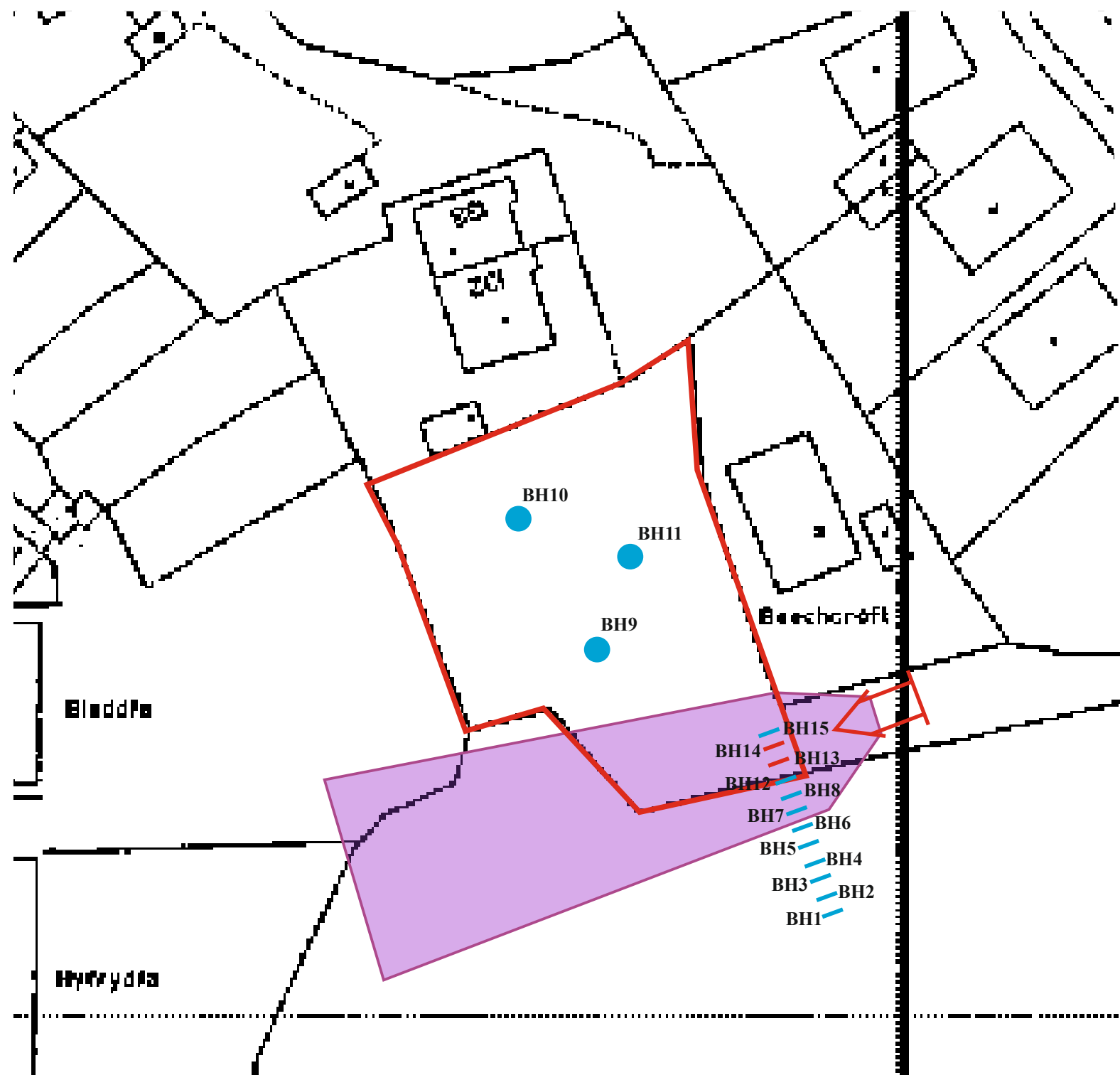


THE ENTERPRISE CENTRE,
MERTHYR INDUSTRIAL PARK,
PENTREBACH,
MERTHYR TYDFIL,
SOUTH WALES,
CF48 4DR.

BLANDFORD CONSULTING

Drawing No: BC/MB/06.20.02.05.

Geologists Working With The Environment...



BOREHOLE LOGS



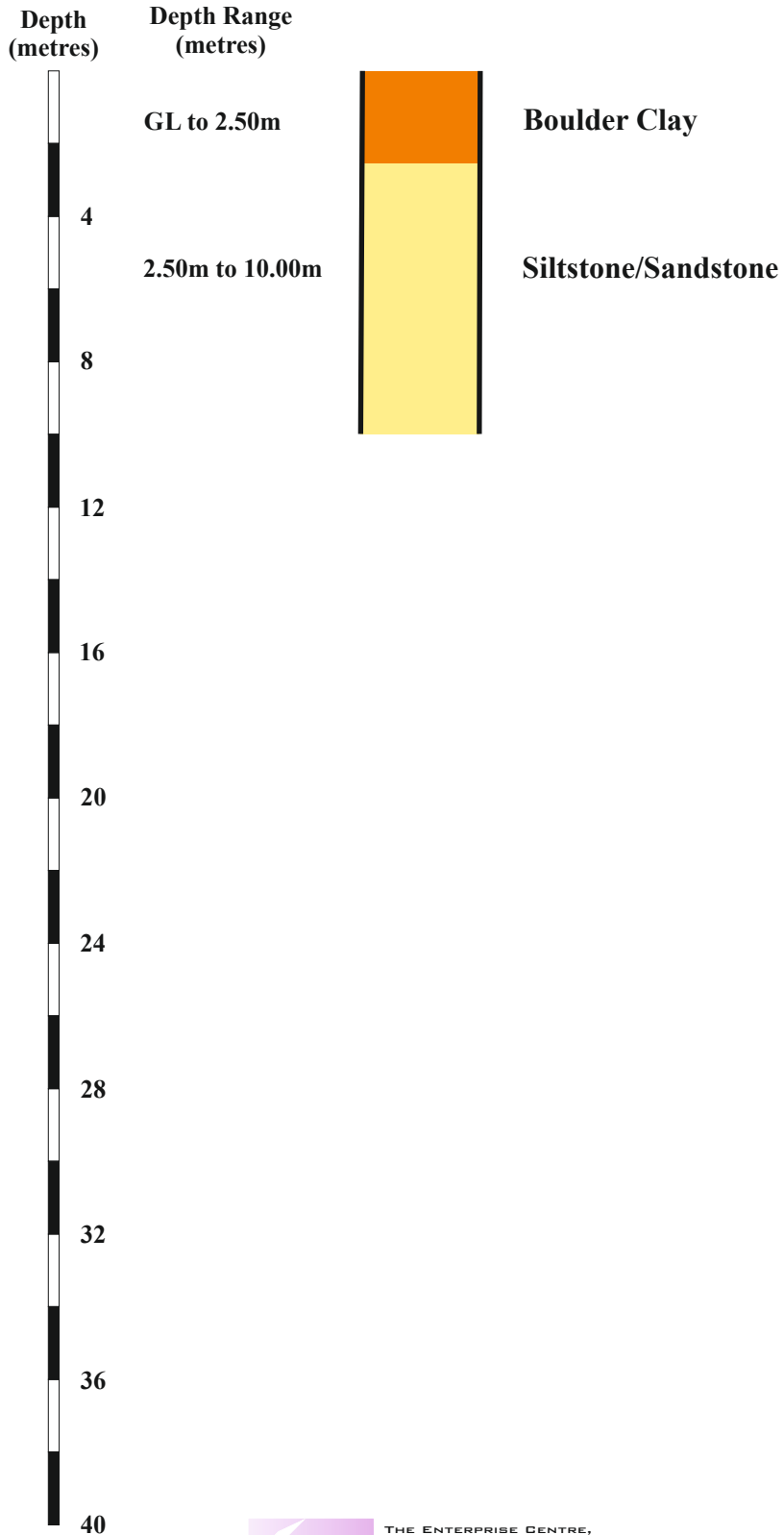
THE ENTERPRISE CENTRE,
MERTHYR INDUSTRIAL PARK,
PENTREBACH,
MERTHYR TYDFIL,
SOUTH WALES,
CF48 4DR.

BLANDFORD CONSULTING

Geologists Working With The Environment....

Study on Land at Beechwood Drive, Heolgerrig.

Borehole No. 1

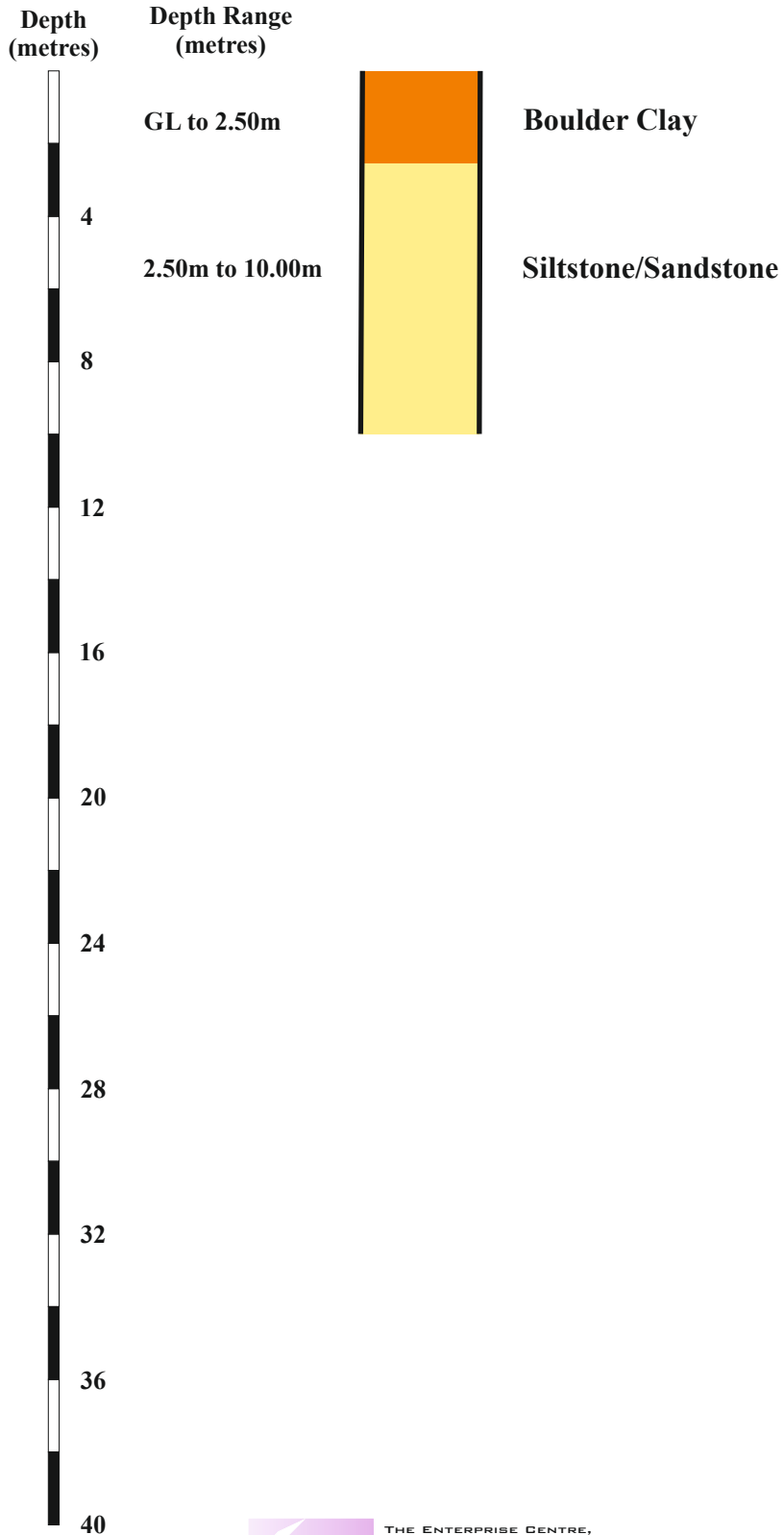


Notes:

- 1. Driller's Descriptions.*
- 2. Borehole dry.*
- 3. Total depth of borehole, 10.00m.*

Study on Land at Beechwood Drive, Heolgerrig.

Borehole No. 2

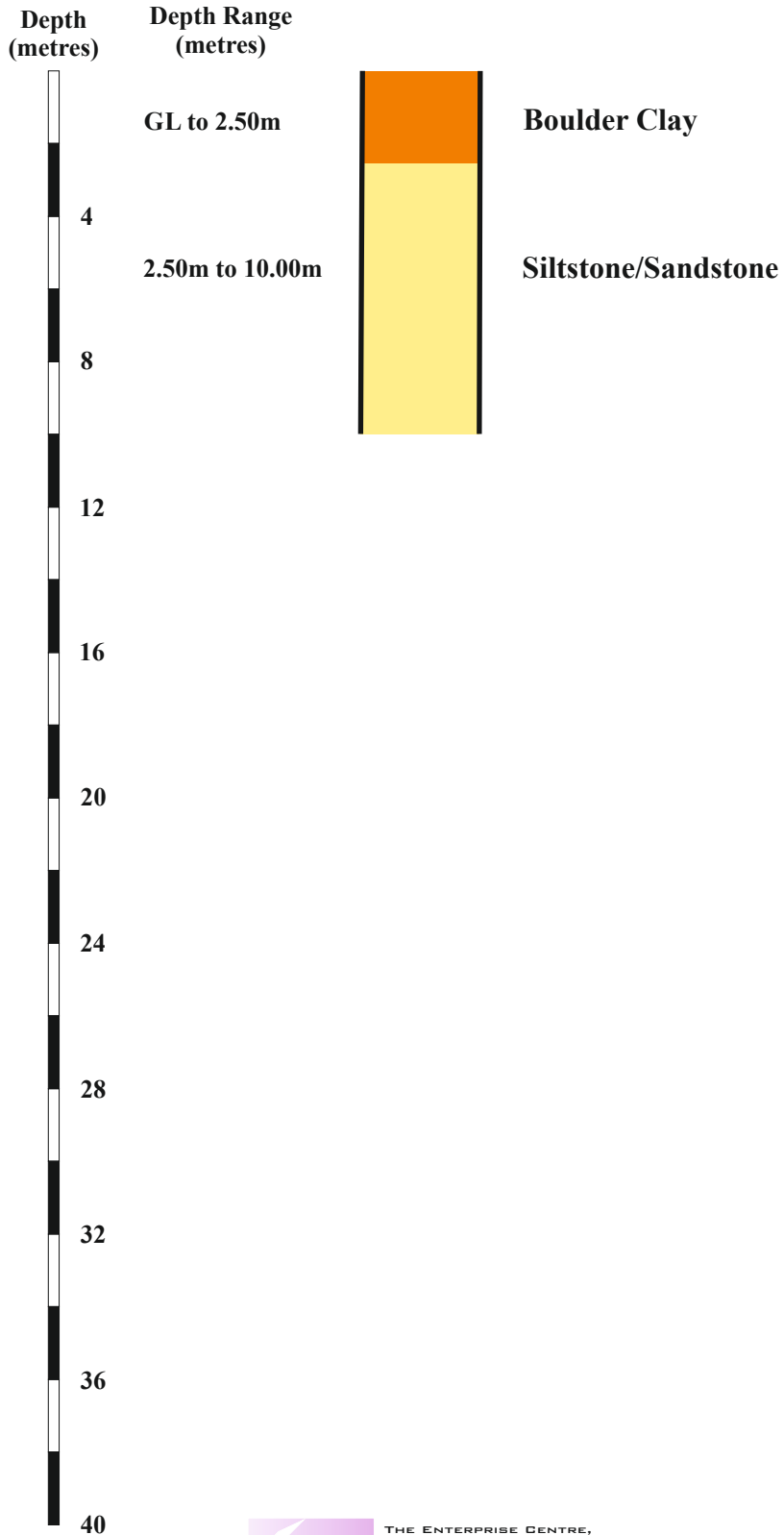


Notes:

- 1. Driller's Descriptions.*
- 2. Borehole dry.*
- 3. Total depth of borehole, 10.00m.*

Study on Land at Beechwood Drive, Heolgerrig.

Borehole No. 3

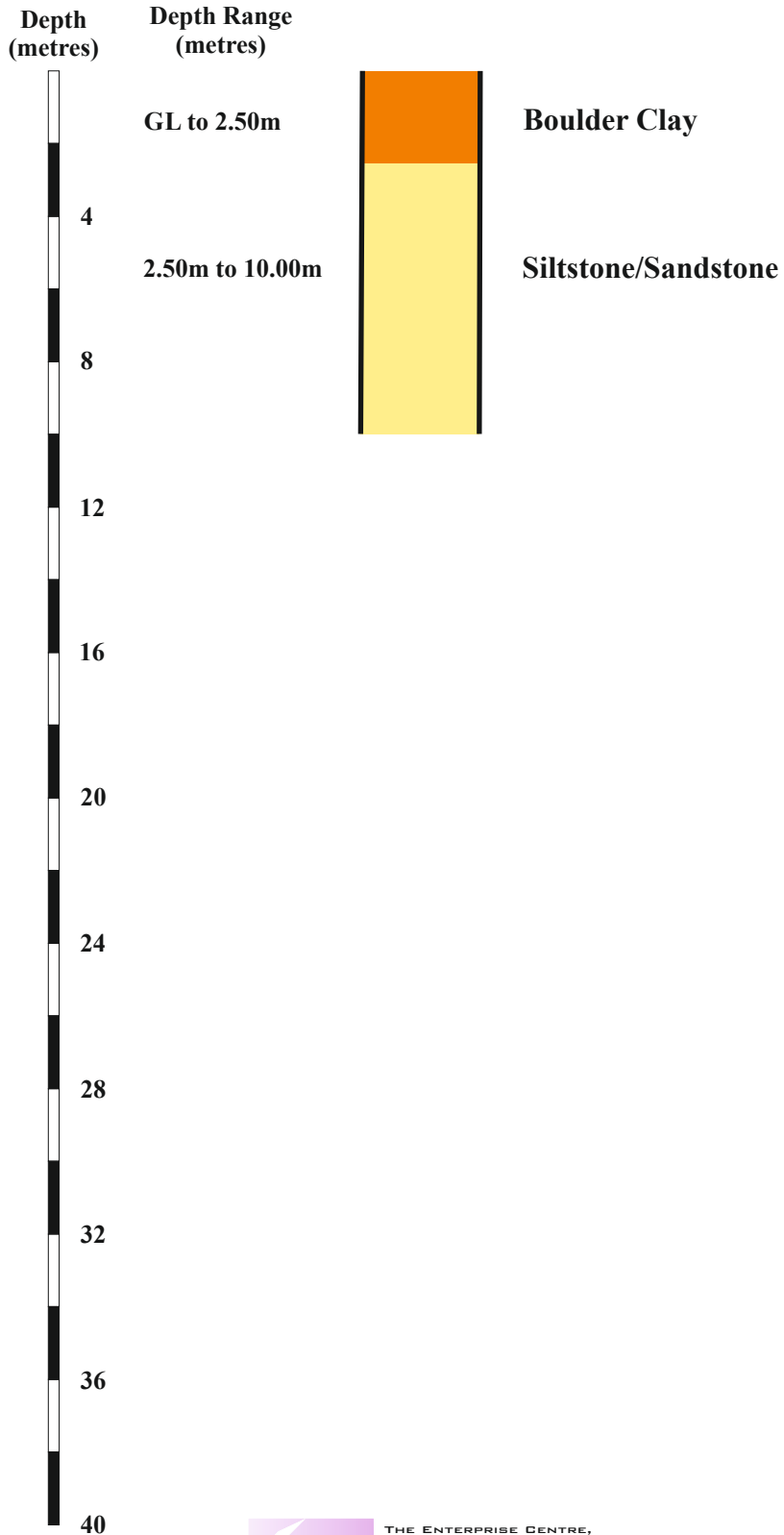


Notes:

- 1. Driller's Descriptions.*
- 2. Borehole dry.*
- 3. Total depth of borehole, 10.00m.*

Study on Land at Beechwood Drive, Heolgerrig.

Borehole No. 4

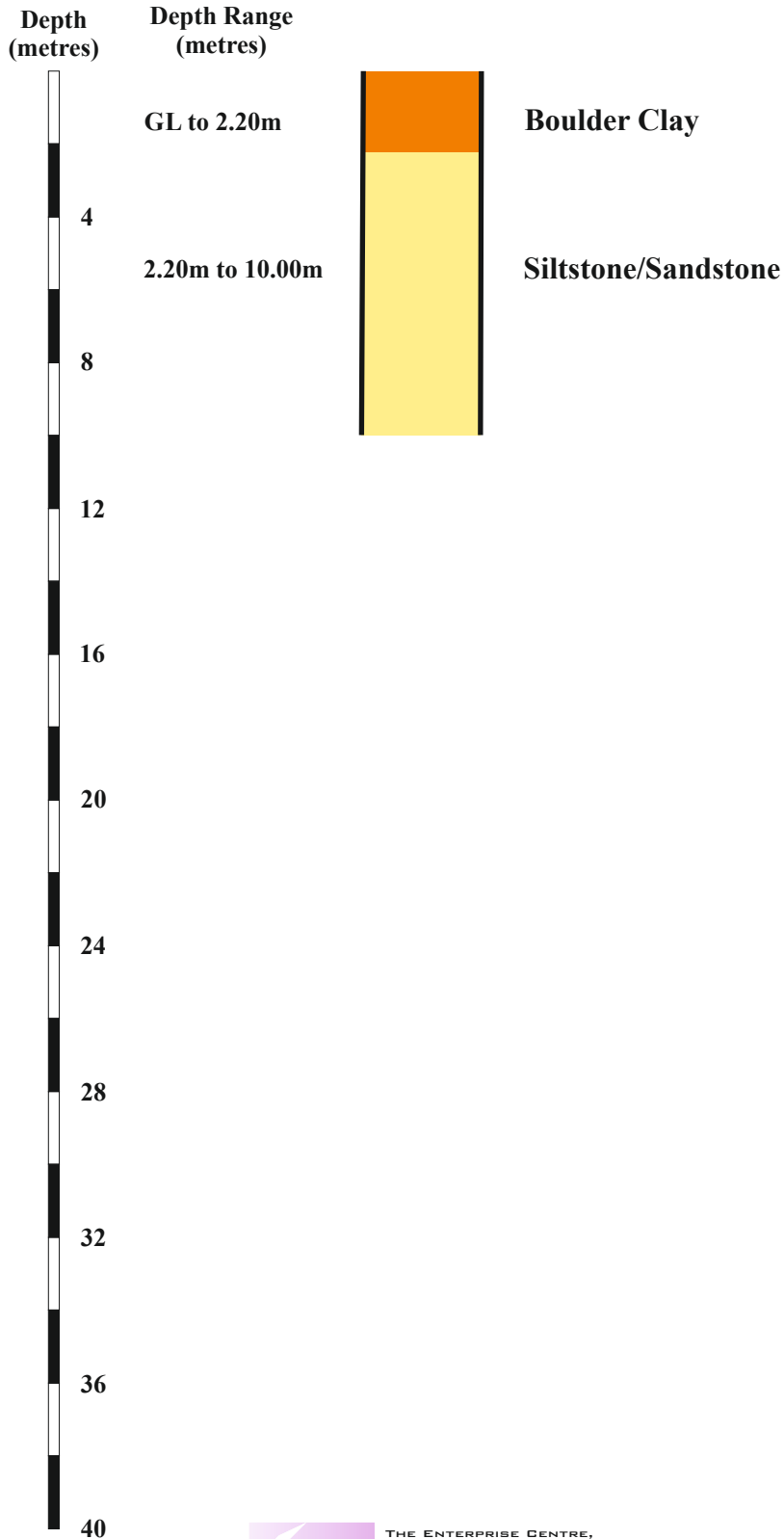


Notes:

- 1. Driller's Descriptions.*
- 2. Borehole dry.*
- 3. Total depth of borehole, 10.00m.*

Study on Land at Beechwood Drive, Heolgerrig.

Borehole No. 5

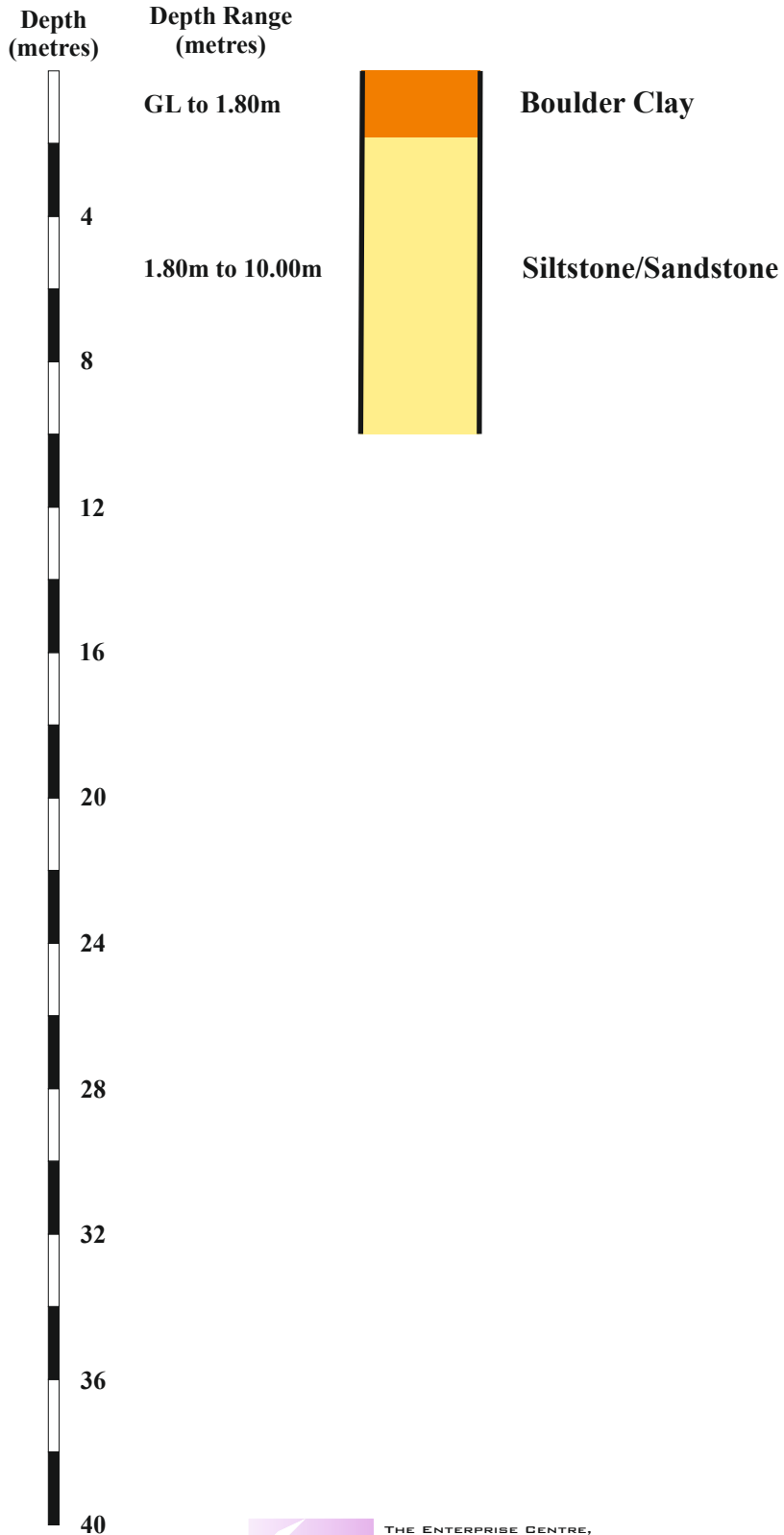


Notes:

- 1. Driller's Descriptions.*
- 2. Borehole dry.*
- 3. Total depth of borehole, 10.00m.*

Study on Land at Beechwood Drive, Heolgerrig.

Borehole No. 6

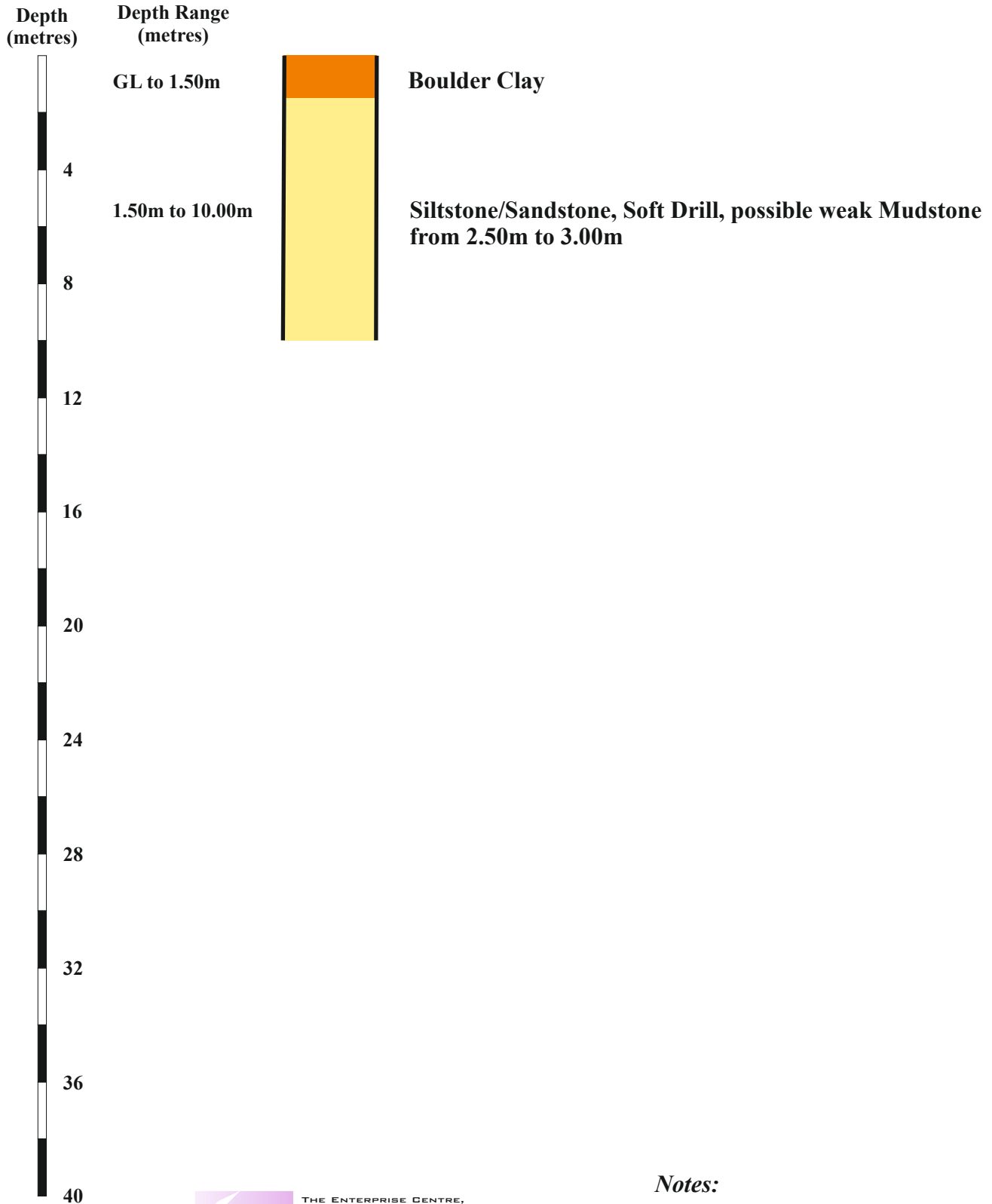


Notes:

- 1. Driller's Descriptions.*
- 2. Borehole dry.*
- 3. Total depth of borehole, 10.00m.*

Study on Land at Beechwood Drive, Heolgerrig.

Borehole No. 7

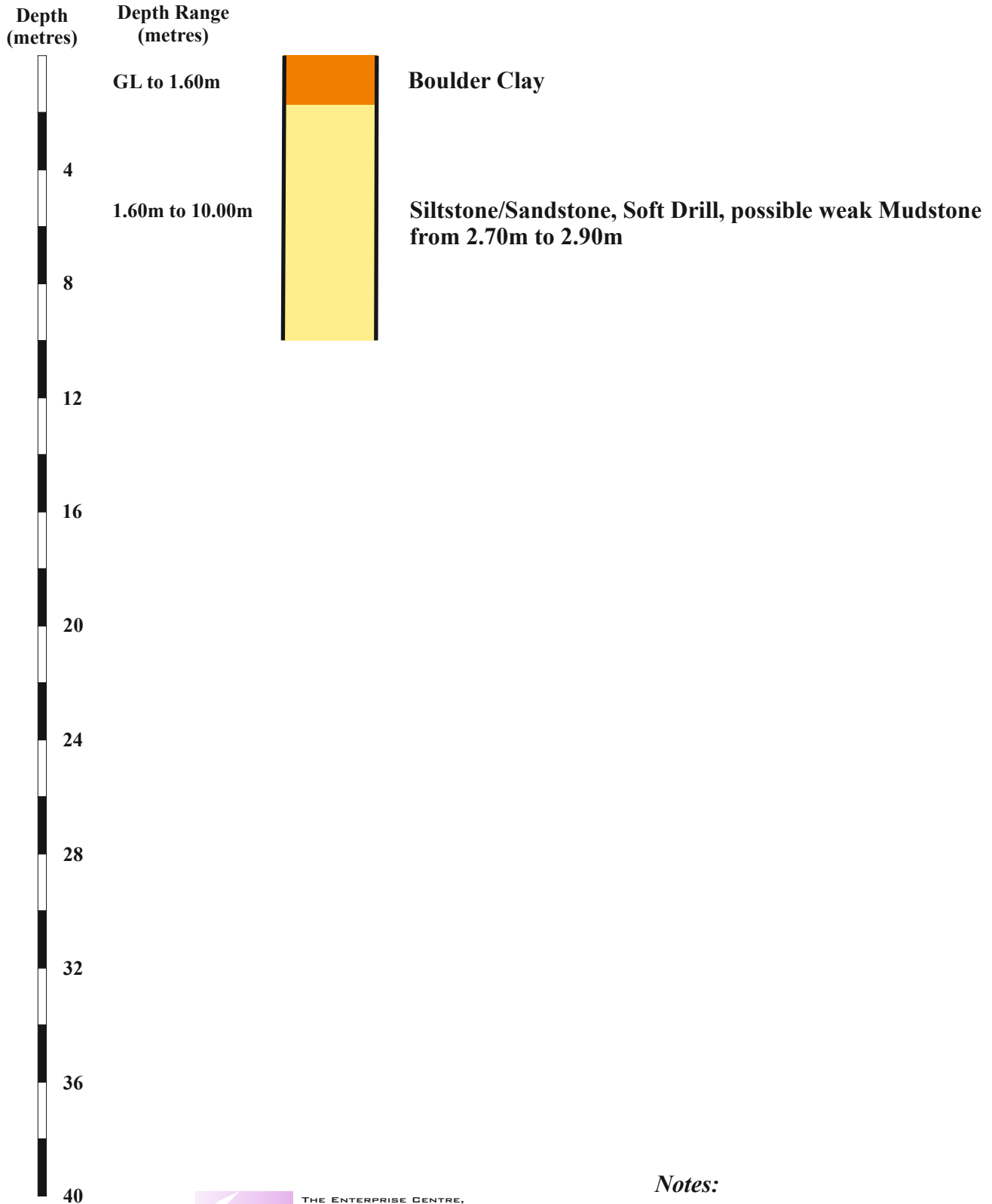


Notes:

- 1. Driller's Descriptions.*
- 2. Borehole dry.*
- 3. Total depth of borehole, 10.00m.*

Study on Land at Beechwood Drive, Heolgerrig.

Borehole No. 8

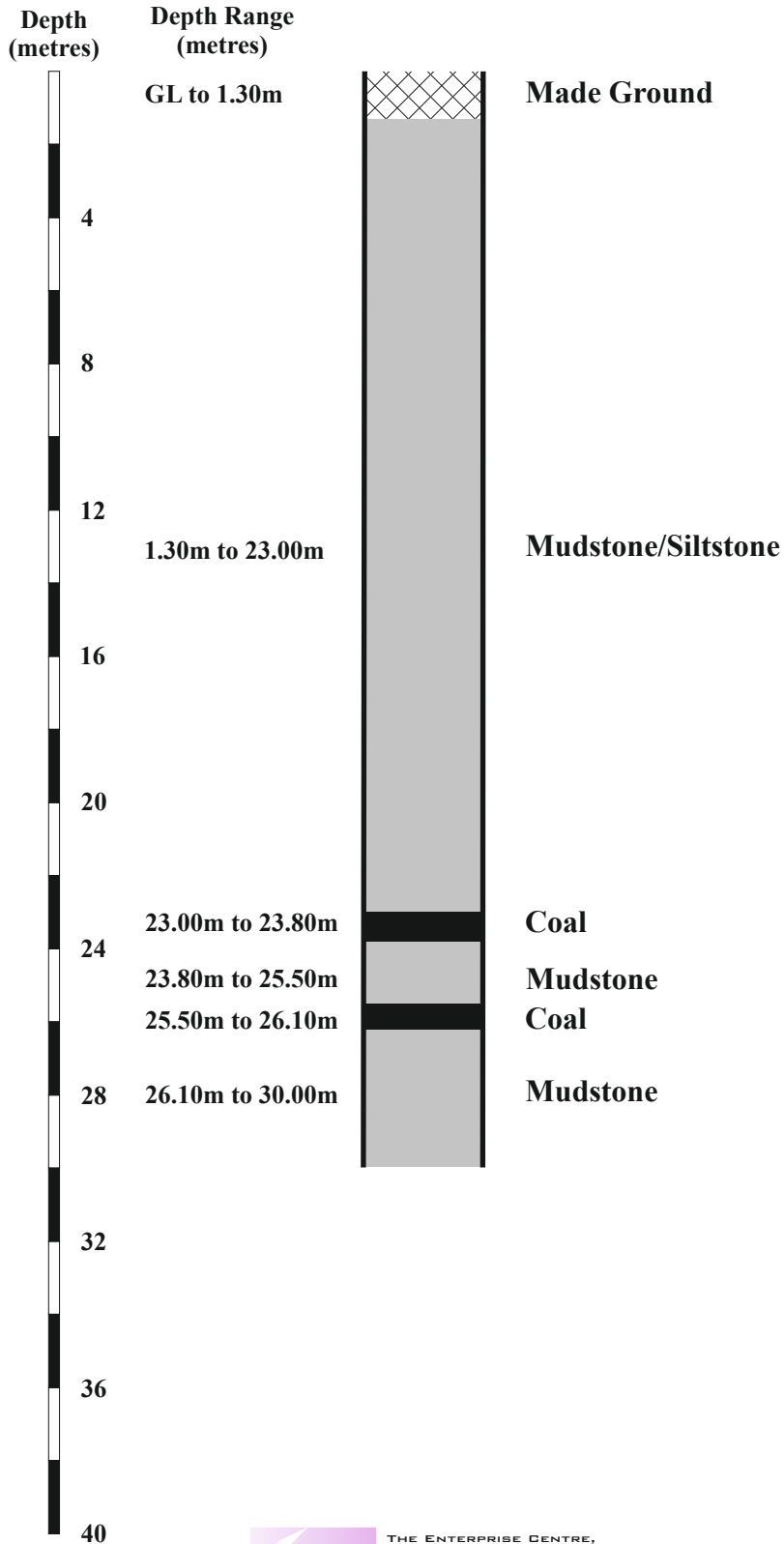


Notes:

- 1. Driller's Descriptions.*
- 2. Borehole dry.*
- 3. Total depth of borehole, 10.00m.*

Study on Land at Beechwood Drive, Heolgerrig.

Borehole No. 9

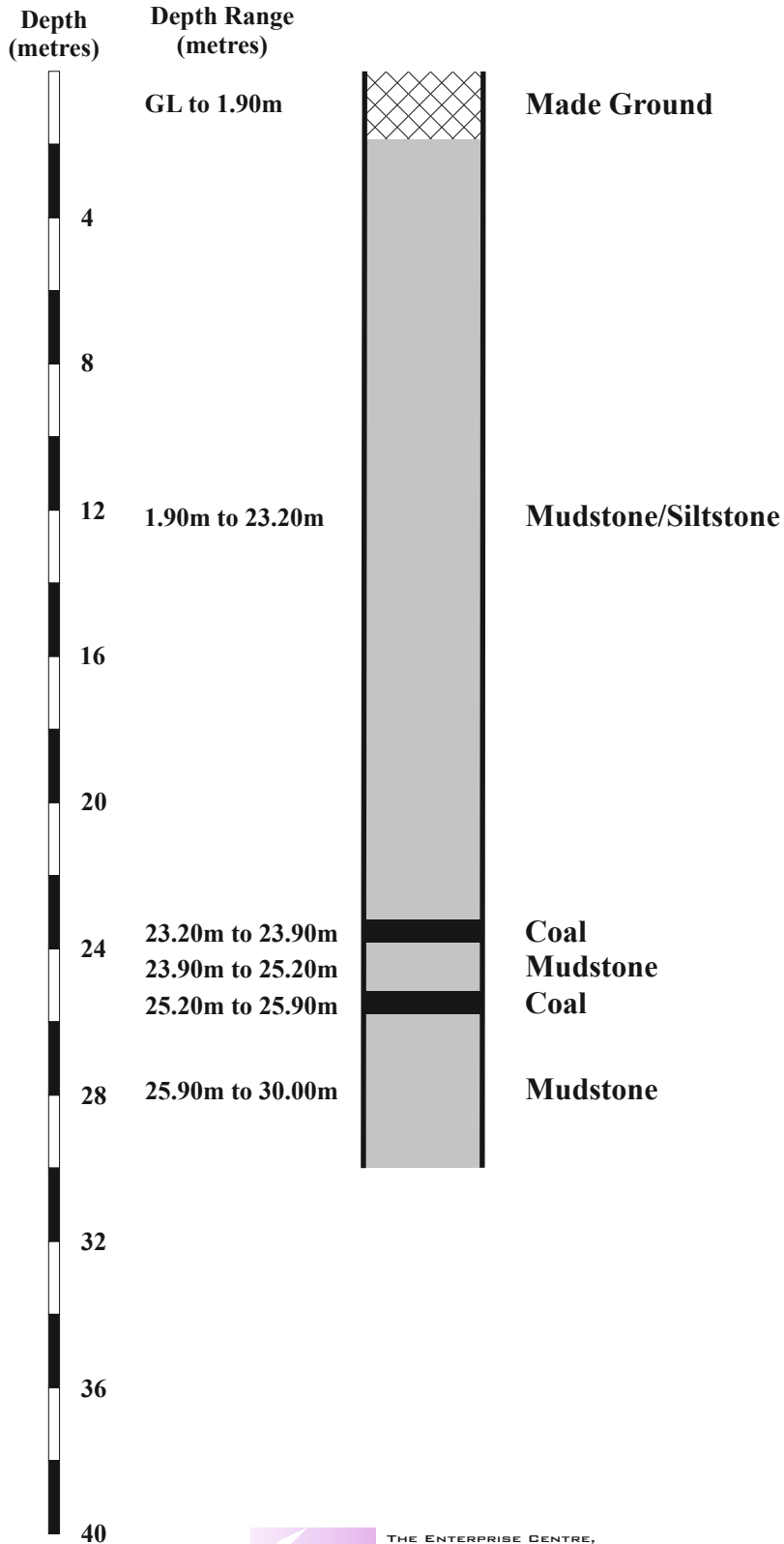


Notes:

1. Driller's Descriptions.
2. Borehole dry.
3. Total depth of borehole, 30.00m.

Study on Land at Beechwood Drive, Heolgerrig.

Borehole No. 10

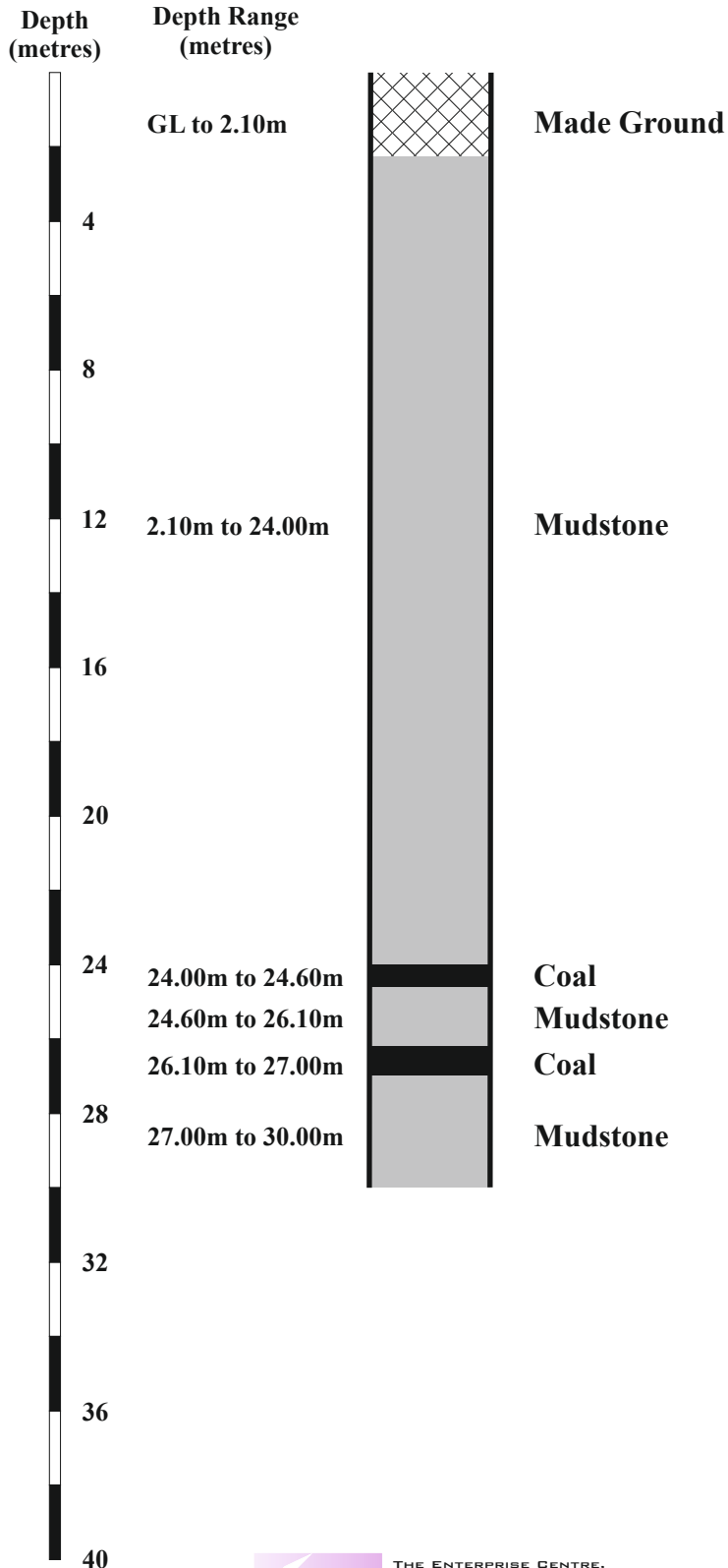


Notes:

1. *Driller's Descriptions.*
2. *Borehole dry.*
3. *Total depth of borehole, 30.00m.*

Study on Land at Beechwood Drive, Heolgerrig.

Borehole No. 11

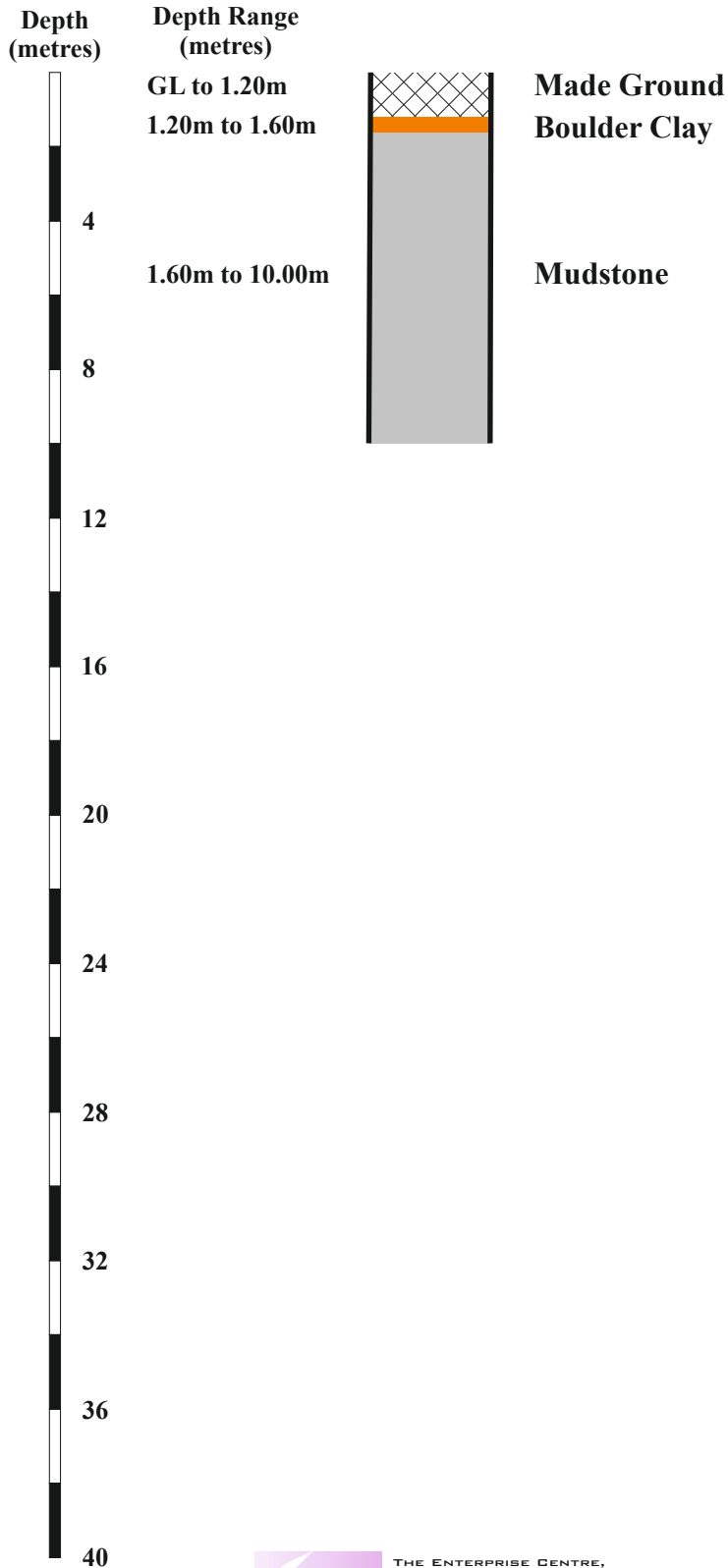


Notes:

1. *Driller's Descriptions.*
2. *Borehole dry.*
3. *Total depth of borehole, 30.00m.*

Study on Land at Beechwood Drive, Heolgerrig.

Borehole No. 12

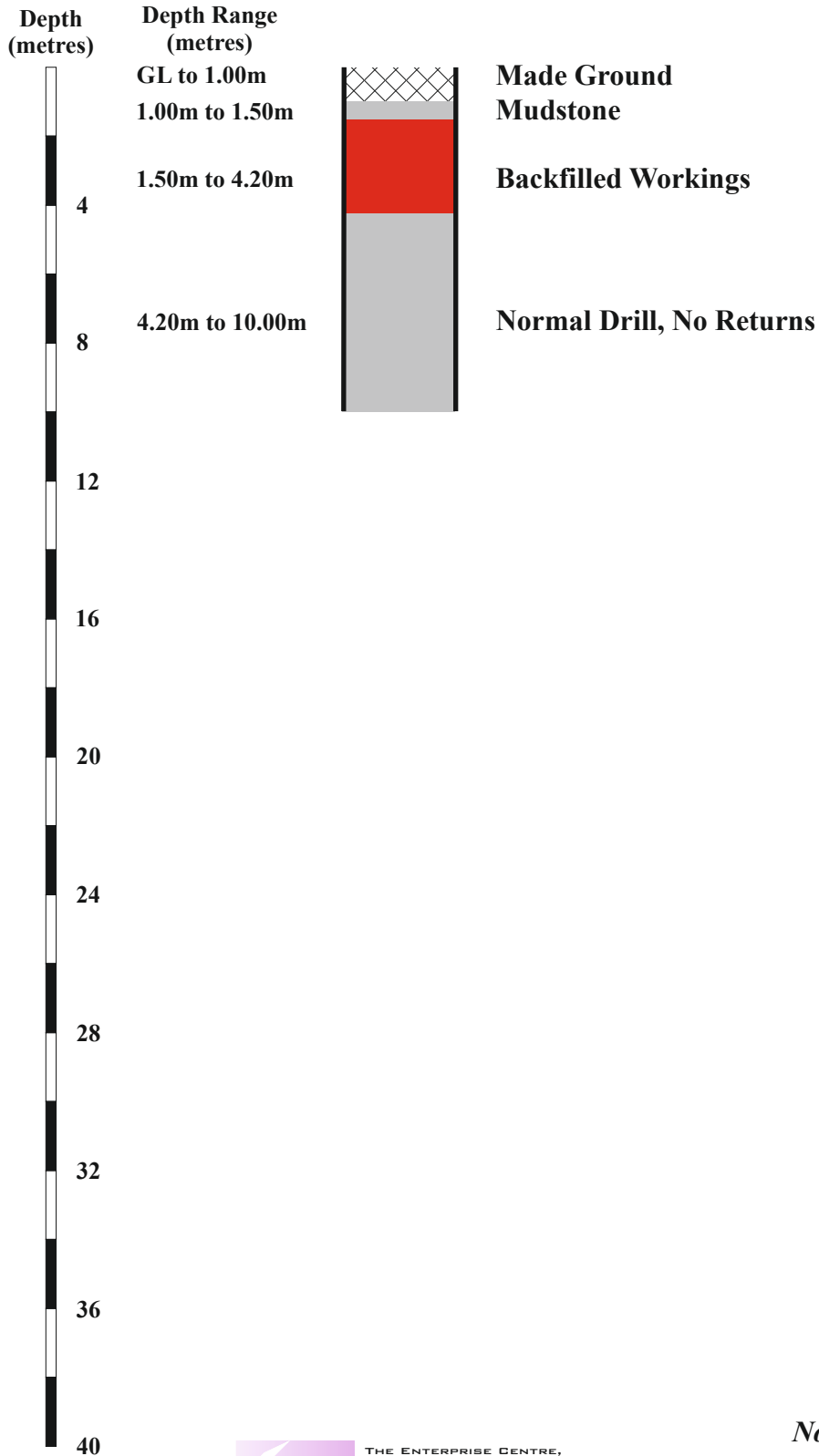


Notes:

- 1. Driller's Descriptions.*
- 2. Borehole dry.*
- 3. Total depth of borehole, 10.00m.*

Study on Land at Beechwood Drive, Heolgerrig.

Borehole No. 13

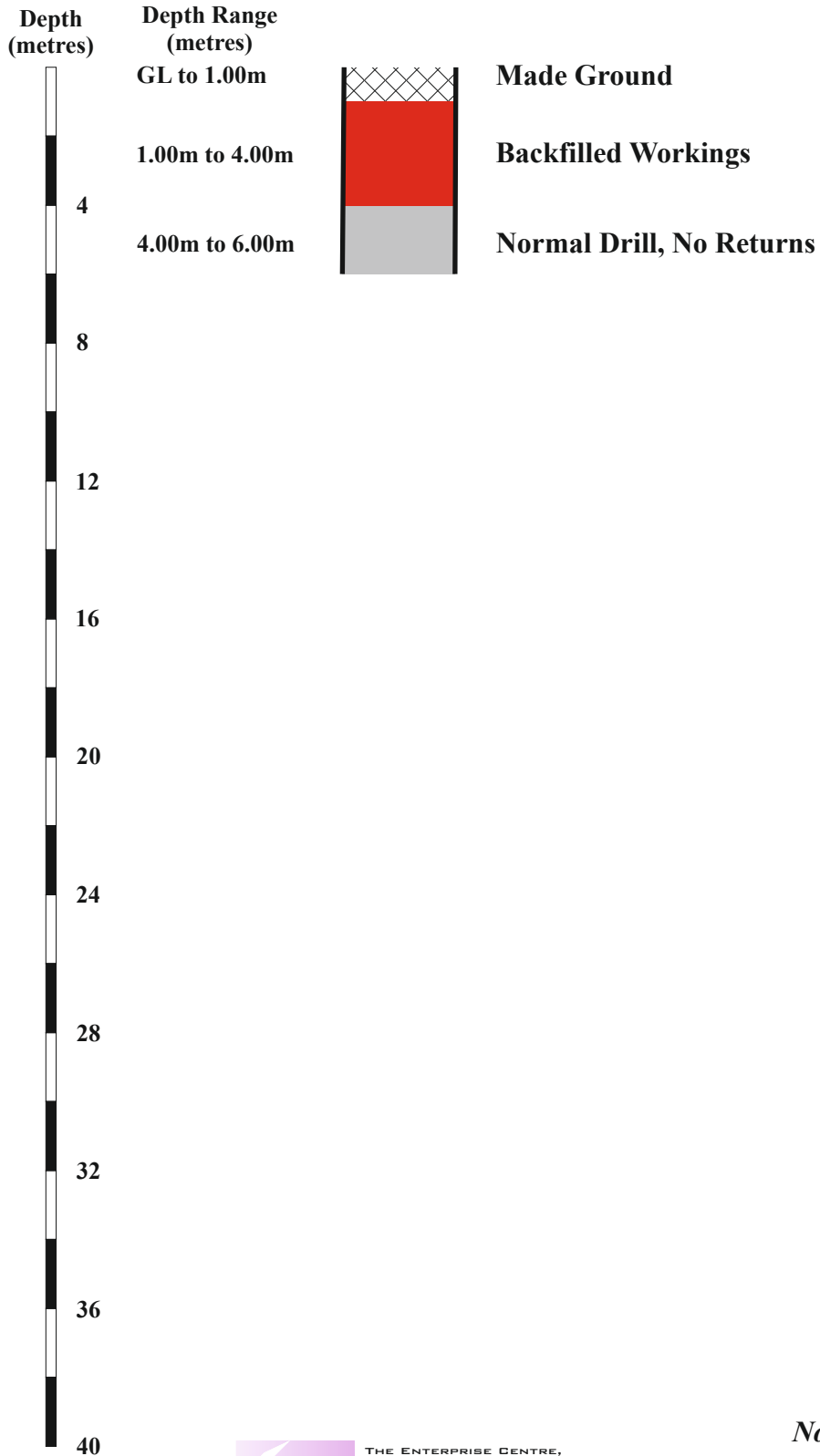


Notes:

1. *Driller's Descriptions.*
2. *Borehole dry.*
3. *Total depth of borehole, 10.00m.*

Study on Land at Beechwood Drive, Heolgerrig.

Borehole No. 14

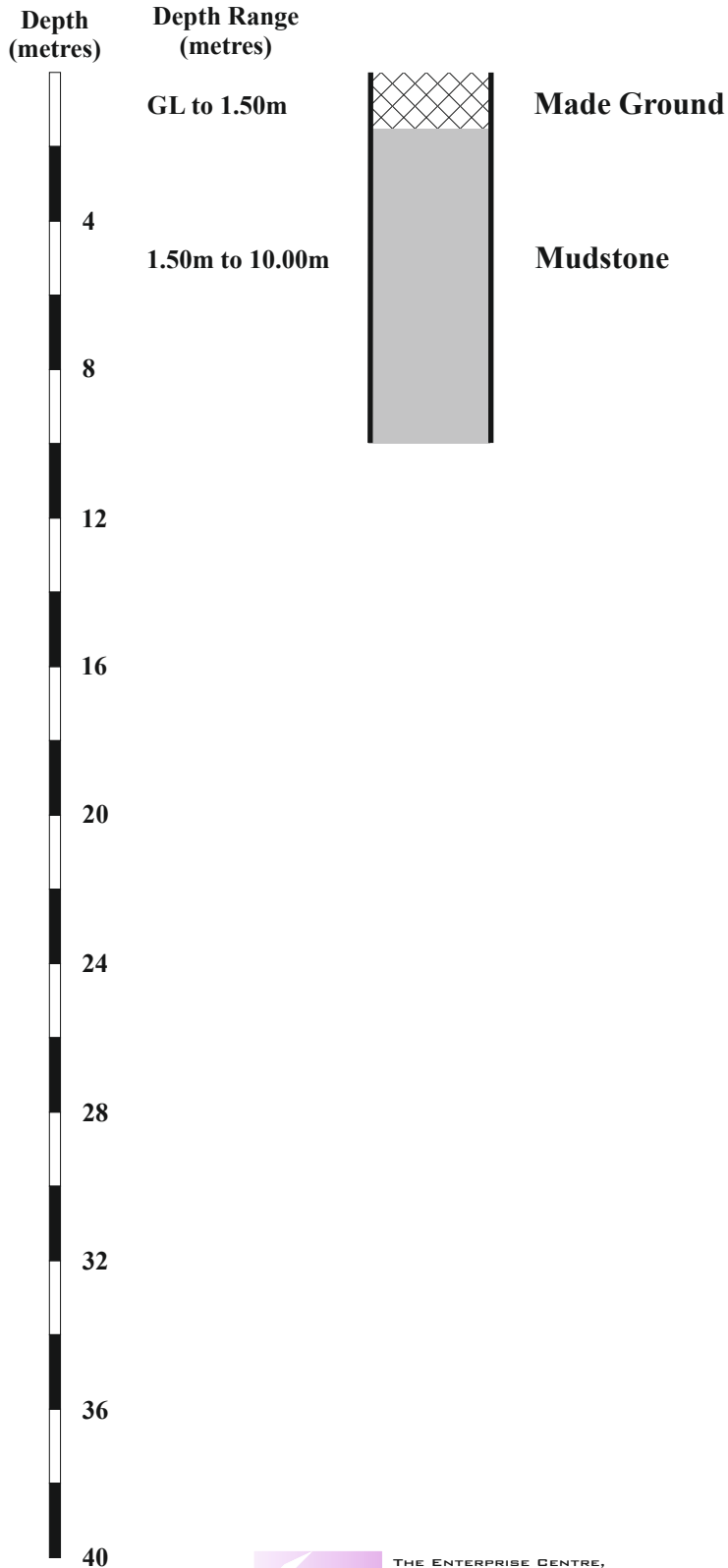


Notes:

1. *Driller's Descriptions.*
2. *Borehole dry.*
3. *Total depth of borehole, 6.00m.*

Study on Land at Beechwood Drive, Heolgerrig.

Borehole No. 15



Notes:

- 1. Driller's Descriptions.*
- 2. Borehole dry.*
- 3. Total depth of borehole, 10.00m.*

APPENDIX

**COPY OF THE COAL
AUTHORITY'S REPORT, REF
NO. 51001796185001**



THE ENTERPRISE CENTRE,
MERTHYR INDUSTRIAL PARK,
PENTREBACH,
MERTHYR TYDFIL,
SOUTH WALES,
CF48 4DR.

BLANDFORD CONSULTING

Geologists Working With The Environment....



The Coal
Authority

Resolving the **impacts** of mining

CON29M Residential Mining Report

LAND
MERTHYR TYDFIL
CF48 1TH

Date of enquiry: 19 February 2018
Date enquiry received: 19 February 2018
Issue date: 19 February 2018

Our reference: 51001796185001
Your reference:



CON29M Residential Mining Report

This report is based on, and limited to, the records held by the Coal Authority and the Cheshire Brine Subsidence Compensation Board's records, at the time we answer the search.

Client name

Siobhan Lynch

Enquiry address

LAND, MERTHYR TYDFIL, CF48 1TH

How to contact us

0345 762 6848 (UK)
+44 (0)1623 637 000 (International)

200 Lichfield Lane
Mansfield
Nottinghamshire
NG18 4RG

www.groundstability.com

 /company/the-coal-authority
 /thecoalauthority
 /coalauthority



Approximate position of property



Reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2018. All rights reserved.

Ordnance Survey Licence number: 100020315

Summary

Has the search report highlighted evidence or potential of		
1	Past underground coal mining	Yes
2	Present underground coal mining	No
3	Future underground coal mining	Yes
4	Mine entries	Yes
5	Coal mining geology	No
6	Past opencast coal mining	No
7	Present opencast coal mining	No
8	Future opencast coal mining	No
9	Coal mining subsidence	No
10	Mine gas	No
11	Hazards related to coal mining	No
12	Information from the Cheshire Brine Subsidence Compensation Board	No

Further recommended reports
Mine entry interpretive report
Mine entry plan and data sheets

For detailed findings, please go to page 4.

Detailed findings

1. Past underground coal mining

The property is in a surface area that could be affected by underground mining in 3 seams of coal at shallow to 80m depth, and last worked in 1939.

2. Present underground coal mining

The property is not within a surface area that could be affected by present underground mining.

3. Future underground coal mining

The property is not in an area where the Coal Authority has plans to grant a licence to remove coal using underground methods.

The property is not in an area where a licence has been granted to remove or otherwise work coal using underground methods.

The property is not in an area likely to be affected from any planned future underground coal mining.

However, reserves of coal exist in the local area which could be worked at some time in the future.

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

Within, or within 20 metres of, the boundary of the property there is 1 mine entry, the approximate position of which is shown on the enquiry boundary plot.

There is no record of what steps, if any, have been taken to treat the mine entry.

For an additional fee, the Coal Authority can provide a Mine Entry Interpretive Report. The report will provide a separate assessment for the mine entry/entries referred to in this report. It gives an opinion on the likelihood of mining subsidence damage caused from ground movement as a consequence of the mine entry/entries. It also gives details of the remedies available for subsidence damage where the mine entry was sunk in connection with coal mining.

Please note that it may not be possible to produce a report if the main building to the property cannot be identified from Coal Authority plans (ie for development sites and new build).

For further advice on how to order this additional information please visit www.groundstability.com.

5. Coal mining geology

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

6. Past opencast coal mining

The property is not within the boundary of an opencast site from which coal has been removed by opencast methods.

7. Present opencast coal mining

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

There are no licence requests outstanding to remove coal by opencast methods within 800 metres of the boundary.

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

9. Coal mining subsidence

The Coal Authority has not received a damage notice or claim for the subject property, or any property within 50 metres of the enquiry boundary, since 31st October 1994.

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

The Coal Authority is not aware of any request having been made to carry out preventive works before coal is worked under section 33 of the Coal Mining Subsidence Act 1991.

10. Mine gas

The Coal Authority has no record of a mine gas emission requiring action.

11. Hazards related to coal mining

The property has not been subject to remedial works, by or on behalf of the Authority, under its Emergency Surface Hazard Call Out procedures.

12. Information from the Cheshire Brine Subsidence Compensation Board

The property lies outside the Cheshire Brine Compensation District.

Comments on the Coal Authority information

The Coal Authority own the copyright in this report and the information used is protected by our database right.

The boundary plot shows the approximate location of the disused mine entry/entries referred to in this report. For reasons of clarity, mine entry symbols may not be drawn to the same scale as the plan.

Property owners have the benefit of statutory protection (under the Coal Mining Subsidence Act 1991*). This contains provision for the making good, to the reasonable satisfaction of the owner, of physical damage from disused coal mine workings including disused coal mine entries. A leaflet setting out the rights and obligations of either the Coal Authority or other responsible persons under the 1991 Act can be obtained by visiting www.groundstability.com.

If you wish to discuss the relevance of any of the information contained in this report, you should seek the advice of a qualified mining engineer or surveyor. If you or your advisor wish to examine the source plans from which the information has been taken, these are available to view, free of charge, at our Head Office in Mansfield. To book an appointment please ring 01623 637225. Should you or your advisor wish to carry out a physical investigation that may enter, disturb or interfere with any disused mine entry, prior permission of the owner must be sought. For coal mine entries, the owner will normally be the Coal Authority.

The Coal Authority, regardless of responsibility and in conjunction with other public bodies, provide an emergency call out facility in coalfield areas to assess the public safety implications of mining features (including disused mine entries). Our emergency telephone number is 01623 646333.

*Note, this Act 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 view of the mining circumstances a prudent developer would seek appropriate technical advice before any works are undertaken.

Therefore if development proposals are being considered, technical advice relating to both the investigation of coal and former coal mines and their treatment should be obtained before

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

Additional remarks

Information provided by the Coal Authority in this report is compiled in response to the Law Society's Con29M Coal Mining and Brine Subsidence Claim enquiries. The said enquiries are protected by copyright owned by the Law Society of 113 Chancery Lane, London WC2A 1PL. Please note that Brine Subsidence Claim enquiries are only relevant for England and Wales. This report is prepared in accordance with the Law Society's Guidance Notes 2006, the User Guide 2006 and the Coal Authority and Cheshire Brine Board's Terms and Conditions applicable at the time the report was produced.

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

Disclaimer

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

Alternative formats

If you would like this report in an alternative format, please contact our communications team.

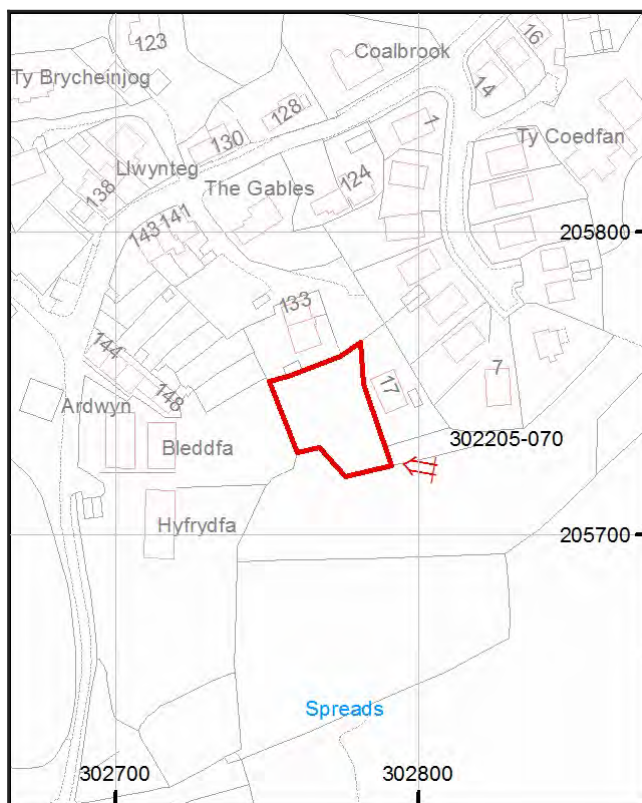
Enquiry boundary

Key

Approximate position of enquiry boundary shown



Disused adit



How to contact us

0345 762 6848 (UK)
+44 (0)1623 637 000 (International)

200 Lichfield Lane
Mansfield
Nottinghamshire
NG18 4RG

www.groundstability.com

 /company/the-coal-authority

 /thecoalauthority

 /coalauthority



Reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2018. All rights reserved.

Ordnance Survey Licence number: 100020315

Key facts document

General summary

This is a summary of the policy and does not contain the full terms and conditions of the cover which can be found in the policy document. It is important that you read the policy document carefully when you receive it. If you are a solicitor you should also disclose this document to your client, their lender and/or the purchaser's solicitors for the benefit of their client.

Name of insurer

The insurer is Liberty Legal Indemnities, part of Liberty Mutual Insurance Europe Limited. The underwriting agency is Legal and Insurance Services Limited, PO Box 234, Tunbridge Wells, Kent TN3 0LX.

Legal and Insurance Services Limited is regulated by the Financial Conduct Authority (FCA) and authorised to arrange general insurance contracts. Register number: 305910.

The Coal Authority

The Coal Authority, a NDPB (non-departmental public body) sponsored by BEIS (Department for Business, Energy and Industrial Strategy) 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG, is responsible for producing the Coal & Brine Search Report, issuing the policy, collecting the premium and declaring the existence of the policy to Liberty Legal Indemnities.

Type of insurance and cover

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

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

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

Significant or unusual Exclusions or Conditions under the policy

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

Cancellation rights

You can cancel your policy within 14 days of the commencement date. Please telephone or email Legal and Insurance Services Limited on 01892 863863 or at enquiries@goodtitle.co.uk quoting your policy number.

How to claim

If you need to make a claim, please write to Legal and Insurance Services Limited, PO Box 234, Tunbridge Wells, Kent TH3 0LX quoting your policy number. You can also telephone 01892 863863 or contact them via email at enquiries@goodtitle.co.uk. Please enclose your policy and the Coal & Brine Search Report attached to it together with the subsequent report giving rise to the claim.

If you have a complaint

In the first instance, please contact the Underwriting Manager (Complaints) Legal and Insurance Services Limited, PO Box 234, Tunbridge Wells, Kent TN3 0LX.

Tel: 01892 863863

Fax: 01892 861025

Email: enquiries@goodtitle.co.uk

If you are unable to resolve your complaint with the above please contact:

Liberty Specialty Markets

20 Fenchurch Street

London

EC3M 3AW

Tel: 020 3758 0000

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service (www.financial-ombudsman.org.uk). Further details will be provided at the appropriate stage of the complaints process.

Financial services compensation scheme

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

Further information about the scheme is available from:

The Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. The FSCS website may be viewed at www.fscs.org.uk



On behalf of the insurer

Coal & Brine Search Report Insurance Policy

Schedule

Policy number: **24922573**

The insurer: **Liberty Legal Indemnities – underwritten by Liberty Mutual Insurance Europe Limited**

Binding Authority contract number: **RNMFP1703841**

Property: **LAND, MERTHYR TYDFIL, CF48 1TH**

Report reference number: **51001796185001**

Limit of cover: **£50,000.00**

Dated: **19 February 2018**

This policy and schedule shall be read together and any word or expression to which a specific meaning has been attached in either shall bear such meaning wherever it may appear.

Where a Coal & Brine Search Report has been obtained in connection with a sale of the property, cover is provided for the benefit of a purchaser and their lender; in the case of a re-mortgage or where the existing owner chooses to obtain a Coal & Brine Search Report, cover is provided for the benefit of the owner and their lender.

The policy offers protection against loss sustained by the owner of the property if any new problems or adverse entries are revealed in a subsequent Coal & Brine Search Report which were not revealed by the original report to which the policy was attached.

The insured shall at all times comply with the requirements of the Conditions of this Policy.

Definitions

In this policy unless the context requires otherwise the following words or expressions shall have the following meanings:

Date of the report means the date of the Coal & Brine Search Report attached to this policy.

Coal & Brine Search Report means the attached Coal & Brine Search Report that the Coal Authority has prepared for the property following a Coal & Brine Search Report providing information compiled from:

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

The Coal Authority is a NDPB (non-departmental public body) sponsored by BEIS (Department for Business, Energy and Industrial Strategy) 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG. The Coal Authority is responsible for producing the Coal & Brine Search Report, issuing this policy, collecting the premium and declaring the existence of this policy to the insurer.

Insurer means Liberty Legal Indemnities – part of Liberty Mutual Insurance Europe Limited.

Insured means the person insured by this policy. This may be:

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

Knowledge means actual knowledge or notice but not knowledge or notice which may be imputed to the insured by reason of the public records as defined in this policy or any other records which impute notice of matters affecting the property.

Market value means the average of the estimates given by 2 independent valuers (one to be appointed by and paid for by the insurer and the other by the insured) as to the price which could have been obtained for the property on the open market at the date on which the insured first becomes aware of the existence of the defect and under normal sale conditions at the time.

Property means the residential property at each address shown in the Schedule to this Policy and in respect of which the Coal Authority has provided the attached Coal & Brine Search Report.

Public records means records established by the Crown or any local or statutory authority at the date of the mortgage pursuant to the Land Registration Acts 1925 and 2002 the Land Charges Act 1972 and the Local Land Charges Act 1975 including any replacement or amending legislation.

Period of insurance means the period from the date of the report until:

- i. the property is sold
- ii. the debt secured by the mortgage is repaid if the insured is a mortgagee

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

Cover

Subject to the terms and conditions of this policy and provided the Coal Authority has collected the premium cover will be provided up to the limit of cover for all claims made during the period of insurance in respect of:

- i. the loss in market value of the property directly attributable to any changes in the information revealed in a subsequent Coal & Brine Search Report which was not revealed in the Coal & Brine Search Report attached to this policy which was carried out on the date of the report, such loss in market value to be calculated at the date of the subsequent Coal & Brine Search Report, and
- ii. any costs and expenses incurred with the consent of the insurer

Exclusions

This policy does not cover any loss:

- 1. if at the date of the claim you are not the legal or beneficial owner of the property
- 2. if the property is not a single private home in the United Kingdom which is used only for residential purposes
- 3. in relation to loss of a transaction for the sale or for the purchase of the property nor for any costs incurred by you in relation to the loss of such transaction
- 4. in respect of structural or other physical damage caused to the property by subsidence, flooding or otherwise
- 5. as a result of any change in information in response to questions 3(a), 3(b), 8(a) or 8(b) of a Coal & Brine Search Report (form CON29M (2006))
- 6. for any entry on any subsequent Coal & Brine Search Report after the date of the report if this entry also appears on the attached Coal & Brine Search Report

7. for any problem revealed by the first Coal & Brine Search Report after the date of the report if the insured or their legal representative knew about the problem on or before the date of the report
8. for any change in the interpretation of data upon which the Coal & Brine Search Report was produced provided such data remains unchanged

The insurer will not be responsible for any loss for which the Coal Authority or the Cheshire Brine Subsidence Compensation Board may be required to pay by law.

Conditions

1. On becoming aware of any potential or actual claim against this policy the insured must:
 - a) provide written notice and details to the insurer without unnecessary delay
 - b) provide all information and assistance that the insurer (and/or their agents solicitors or surveyors) require at the insured's own expense
2. Any act or omission by the insured or anyone acting on the insured's behalf which in whole or in part induces a claim under this policy (save as may already have occurred and be recorded in this policy or schedule and save in relation to carrying out the insured use) shall void this policy.
3. If at the time of a claim under this policy there is other insurance (whether incepted by the insured or any other party) under which the insured may be entitled to make a claim either wholly or partly in respect of the same interest or risk covered by this policy the insurer will not be liable to pay or contribute more than their rateable proportion of the claim.
4. The law of England and Wales will apply to this contract unless at the date of the report you are a resident of Scotland or Northern Ireland in which case the law of that country will apply.

Cancellation rights

You can cancel a policy by contacting us within 14 days of the policy commencement date provided all parties that have an interest in the policy (for example mortgage lender) also consent to the cancellation. Please telephone or email us in the first instance on 01892 863863 or at enquiries@goodtitle.co.uk referencing the policy number.

Non-invalidating clause

The interest of any insured under this policy will not be invalidated or affected by any other party breaching the policy terms and conditions, or providing false or misleading information to the insurer, unless:

- a) such party acted on the insured's behalf or with the insured's knowledge and consent
- b) where the insured is a successor in title or mortgagee, chargee or lessee, they had knowledge of a breach of the policy terms or conditions, or that false or misleading information has been provided to the insurer prior to the date of commencement

General

1. Unless otherwise indicated, no term of this insurance contract is intended to limit or affect the statutory rights or obligations of any of the parties to this contract under, and/or the effect of, parts 2, 3, 4 or 5 of the Insurance Act 2015 (the "2015 Act").
2. Any term of this insurance contract which would, but for this clause, put the insured in a worse position as respects any of the matters provided for in parts 2, 3, 4 or 5 of the 2015 Act than it would be by virtue of the provisions of those parts is, to that extent, of no effect, unless the insurer has complied with the transparency requirements in section 17 of the 2015 Act.
3. The insured should ask the insurer or its broker or solicitor for clarification of any matters which are not clear to it regarding the scope of disclosure required or the provisions of this insurance contract.

The duty of fair presentation

1. Before this insurance contract is entered into, the insured (including anyone acting on behalf of the insured in arranging this insurance contract) must make a fair presentation of the risk to the insurer, in accordance with section 3 of the 2015 Act. In summary, they must:
 - a) disclose to the insurer every material circumstance which the insured knows or ought to know. Failing that, they must give the insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium)
 - b) make the disclosure in clause 1 a) above in a reasonably clear and accessible way
 - c) ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith

2. For the purposes of clause 1 a) above, the insured is expected to know the following:
- a) if the insured is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance
 - b) if the insured is not an individual, what is known to anybody who is part of the insured's management; or anybody who is responsible for arranging the insured's insurance
 - c) whether the insured is an individual or not, what should have reasonably been revealed by a reasonable search of information available to the insured. The information may be held within the insured's organisation, or by any third party (including but not limited to the broker, solicitor, subsidiaries, affiliates or any other person who will be covered under the insurance). If the insured is insuring subsidiaries, affiliates or other parties, the insurer expects that the insured will have included them in its enquiries, and that the insured will inform the insurer if it has not done so. The reasonable search may be conducted by making enquiries or by any other means

Breach of warranty: suspensory

If the insured breaches a warranty in this insurance contract, the insurer's liability under the contract shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The insurer will have no liability to the insured for any loss which occurs, or which is attributable to something happening, during the period when the insurer's liability is suspended.

Terms not relevant to the actual loss

Where: (i) there has been a failure to comply with a term (express or implied) of this insurance contract, other than a term that defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Fraudulent claims clause

1. If the insured makes a fraudulent claim under this insurance contract, the insurer:
 - a) is not liable to pay the claim
 - b) may recover from the insured any sums paid by the insurer to the insured or to any third party in respect of the claim
 - c) may by notice to the insured treat the contract as having been terminated with effect from the time of the fraudulent act
2. If the insurer exercises its right under Clause 1 c) above:
 - a) the insurer shall not be liable to the insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim)
 - b) the insurer need not return any of the premiums paid

Fraudulent claims - group insurance

If this insurance contract provides cover for any person or entity who is not a party to the contract (a covered person), and a fraudulent claim is made under the contract by or on behalf of a covered person, the insurer may exercise the rights set out in the preceding clause above as if there were an individual insurance contract between the insurer and the covered person. However the exercise of any of those rights shall not affect the cover provided under the contract for any other person or entity.

Remedies for breach of the duty of fair presentation

1. If, prior to entering into this insurance contract, the duty of fair presentation shall have been breached, the remedies available to the insurer are set out below:
 - a) if the breach of the duty of fair presentation is deliberate or reckless:
 - i) the insurer may avoid the contract, and refuse to pay all claims
 - ii) the insurer need not return any of the premiums paid

- b) if the breach of the duty of fair presentation is not deliberate or reckless, the insurer's remedy shall depend upon what the insurer would have done if the duty of fair presentation had been complied with:
 - i) if the insurer would not have entered into the contract at all, the insurer may avoid the contract and refuse all claims, but must return the premiums paid
 - ii) if the insurer would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the insurer so requires
 - iii) in addition, if the insurer would have entered into the contract, but would have charged a higher premium, the insurer may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the insurer shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$
2. If, prior to entering into a variation to this insurance contract, the duty of fair presentation shall have been breached, the remedies available to the insurer are set out below:
- a) if the breach of the duty of fair presentation is deliberate or reckless:
 - i) the insurer may by notice to the insured treat the contract as having been terminated from the time when the variation was concluded
 - ii) the insurer need not return any of the premiums paid
 - b) if the breach of the duty of fair presentation is not deliberate or reckless, the insurer's remedy shall depend upon what the insurer would have done if the duty of fair presentation had been complied with:
 - i) if the insurer would not have agreed to the variation at all, the insurer may treat the contract as if the variation was never made, but must in that event return any extra premium paid
 - ii) if the insurer would have agreed to the variation of the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the insurer so requires
 - iii) if the insurer would have increased the premium by more than it did or at all, then the insurer may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the insurer shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$
 - iv) if the insurer would not have reduced the premium by more than it did or at all, then the insurer may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the insurer shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{reduced total premium}) \times 100$

Notice to the insured

Any enquiry or complaint should be addressed in the first instance to:

Legal and Insurance Services Limited
PO Box 234
Tunbridge Wells
Kent
TN3 0LX

Tel: 01892 863863

Fax: 01892 861025

Email: enquiries@goodtitle.co.uk

If you are unable to resolve your enquiry or complaint with the above please contact:

Liberty Specialty Markets
20 Fenchurch Street
London
EC3M 3AW

Tel: 020 3758 0000

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service (www.financial-ombudsman.org.uk). Further details will be provided at the appropriate stage of the complaints process.

Notifying a claim

If anything should happen which might give rise to a claim under the policy please forward full details to Legal and Insurance Services Limited at the above address. Please include mention of the Policy Number shown at the top of the Schedule to the policy.

If you do not receive a reply or acknowledgement within 10 working days please forward the details to Liberty Specialty Markets at the above address.

VAT receipt

Issued by	The Coal Authority 200 Lichfield Lane Mansfield Nottinghamshire NG18 4RG
Tax point date	19 February 2018
Issued to	SIOBHAN LYNCH 40 PARC CWM PANT BACH HEOLGERRIG MERTHYR TYDFIL MERTHYR TYDFIL UA CF48 1TQ
Property search for	LAND MERTHYR TYDFIL CF48 1TH
Reference number	51001796185001
Date of issue	19 February 2018
Cost	£33.00
VAT @ 20%	£6.60
Total received	£39.60
VAT registration	598 5850 68



BLANDFORD CONSULTING

THE ENTERPRISE CENTRE, MERTHYR INDUSTRIAL PARK, PENTREBACH, MERTHYR TYDFIL, SOUTH WALES, CF48 4DR. TEL: 01443 693353.