

[REDACTED]

Kate Egan
Parish Clerk
Leigh on Mendip Parish Council

By email

6th January 2023

Our ref: 4297P1

Re: Hydrogeological support for a cemetery extension: Memorial Hall, Leigh on Mendip, Radstock, Somerset, BA3 5QQ

Dear Kate

Thank you for inviting [REDACTED] to submit a proposal for a Tier 1 Hydrogeological Risk Assessment for the proposed cemetery extension at the above site. I have set out below our proposed approach to the project based on the information provided in your recent emails.

Background

We understand that the Parish Council is seeking to extend an existing cemetery adjacent to the Memorial Hall in Leigh on Mendip. The extension (herein referred to as the Site), which occupies an approximate area of 0.03 ha, is positioned to the west of the existing burial land associated with St Giles Church.

Our initial searches concerning the Site setting and burial proposals indicate the following:

- There are no mapped superficial geological deposits beneath the Site. BGS mapping shows that the underlying bedrock comprises the Blackrock Limestone Formation which is classified as a Principal Aquifer.
- There are no BGS borehole logs positioned within 100 m of the Site (from which to confirm the local geological sequence).
- The Site is located within an outer groundwater Source Protection Zone (SPZ), which indicates the likely catchment area from which a licensed abstraction draws groundwater.
- OS mapping does not indicate any obvious surface water features present within 100 m of the Site.
- Modest burial rates (of the order 2-3 burials per year) are anticipated.

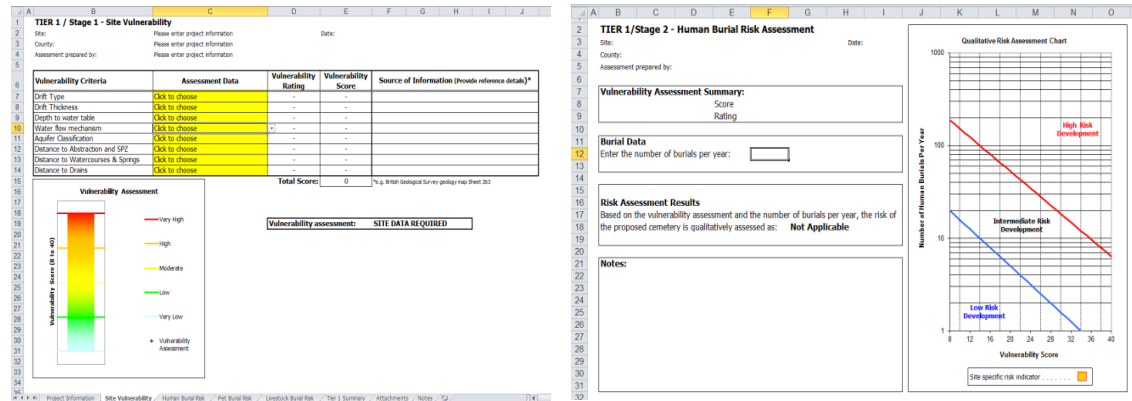
We assume that a suitable planning application will be prepared (by others) for submission to Mendip District Council to facilitate the proposed extension. It is understood that a prior planning application for change of use to a cemetery was granted in April 2017, albeit this permission lapsed in April 2020.

The Environment Agency recommend a tiered approach to cemetery risk assessments. This process starts with a Tier 1 Hydrogeological Risk Assessment (HRA) which considers both the environmental sensitivity of the site setting and also the extent of inferred 'contaminant' loading (based on predicted burial rates).

Please note that whilst cemetery sites are covered by the 2016 Environmental Permitting Regulations, environmental permits are not required for cemetery developments for 'ethical reasons'.

Proposed Approach

The Tier 1 HRA will adopt Ground First’s bespoke screening tool for the assessment of risks posed by cemetery developments. This tool has been developed in accordance with published Environment Agency guidance. Sample screenshots from the spreadsheet tool are presented below.



We propose the following scope of work which will form the Tier 1 HRA.

TASK 1: Data collation and review

This task will involve the collation and review of relevant information, including the following:

- Purchase and review an environmental data report for the Site.
- Review geological and hydrogeological mapping, geological memoirs and any local BGS borehole records available for the Site.
- Review available groundwater vulnerability mapping.
- Collate details of any unlicensed groundwater and surface water abstractions through a data request to the Local Authority.
- Obtain any available drainage plans (including any field drains) or photographs of local drainage features (as supplied by the Client).
- Assess the location/proximity of any relevant surface water features.
- Consult with the Client to capture relevant information concerning local ground conditions including the composition of the superficial deposits and the likely depth to groundwater (i.e., based on observations from the existing cemetery site / past burials).
- Clarify the projected burial rates and sequence of burials.

The data collation and review will allow us to develop a Conceptual Model for the Site including a description of relevant source-pathway-receptor linkages.

TASK 2: Tier 1 risk assessment and reporting

The information collated during Task 1 will be used to populate Cemetery and Burial Site’ screening tool. The inputs to and outputs from the risk screening tool will be included in a concise technical report designed to clearly communicate the findings of the Tier 1 risk assessment.



The report will provide the Client with clear and accessible recommendations for any further assessment and/or future risk management, should these be required.

TASK 3: Project management and consultations

An allowance has been made within the budget for core project management tasks and to maintain suitable quality control.

Proposed costs


We propose that this work should be carried out on a fees and expenses basis. I have set out in the table below our estimated inputs to achieve the required objectives for the Site. These would not be exceeded without your prior consent.

Table 1 Estimated inputs required

Task	Fees	Expenses	Comment
Regulator liaison, data collation and review	£100	£220 ¹	
Risk screening, reporting and recommendations	£400	/	
Project management and QA	£75	/	
Total	£795		<i>No VAT chargeable</i>

¹ Purchase of an Environmental Data Report for the Site plus an allowance of £80 for third party fees which may be levied for information requests made to the Local Authority.

Note: given the apparent simplicity of the Site setting and lack of notable surface water features on, or within close vicinity to the Site, we consider that it should be possible to undertake the Tier 1 assessment without the need for a Site visit.

All work will be undertaken in accordance with  terms of business (see attached). This proposal is valid for 3 months. Any additional work undertaken will be governed by the same terms of business agreed for this work, and subject to our standard scale of charges.

Please note that our costs are based on reports being submitted in electronic format. If hard copy reports are required, additional charges will be made. Details of these charges are available on request.

Expenses are charged at cost plus 10%.

I trust that this is to your satisfaction but, if you require any further information please do not hesitate to contact me.

Yours sincerely



Terms of Business

1. INTERPRETATION

1.1 Definitions:

Business Day: a day, other than a Saturday, Sunday or public holiday, in England when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 4.

Commencement Date: has the meaning set out in clause 2.1.

Contract: the contract between [REDACTED] and the Customer for the supply of Services in accordance with these Terms.

Customer: the person or firm who purchases Services from [REDACTED]

Customer Materials: all materials, equipment and tools, drawings, specifications and data supplied by the Customer to [REDACTED]

Customer Site: has the meaning given to it in the Proposal.

Deliverables: the advice or other deliverables set out in the Proposal produced by [REDACTED] for the Customer.

[REDACTED] registered in England and Wales with [REDACTED]

Project: the project to which the Proposal relates.

Proposal: the description or specification of the Services to be provided by [REDACTED] to the Customer and as set out in the documents attached to these Terms.

Services: the services, including the Deliverables [REDACTED] to the Customer as set out in the Proposal.

Terms: these terms and conditions as amended from time to time in accordance with clause 8.4.

1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (b) Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (c) A reference to a clause is to a clause of these Terms unless stated otherwise.
- (d) A reference to **writing** or **written** includes email.

2. BASIS OF CONTRACT

- 2.1. The Customer agrees to purchase Services in accordance with these Terms and the Proposal once the Customer has indicated acceptance of the Proposal or instructed Ground First to commence providing the Services (**Commencement Date**).
- 2.2. These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.3. The Proposal forms part of the Contract and shall have effect as if it were set out in full in the body of the Contract. Any reference to the Contract includes the Proposal.

3. SUPPLY OF SERVICES

- 3.1. [REDACTED] warrants to the Customer that the Services will be provided using reasonable care and skill.
- 3.2. [REDACTED] shall supply the Services to the Customer and deliver the Deliverables, if any, in accordance with the Proposal or Customer's instructions in order to achieve the Project objectives as far as practicable.
- 3.3. [REDACTED] shall use reasonable endeavours to meet any performance dates specified in the Proposal or elsewhere, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.4. [REDACTED] shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services. [REDACTED] intends to employ the methods, procedures, techniques, personnel and sources of information set out in the Proposal, but reserves the right to vary these as necessary or desirable in order to achieve the aims of the Project.



4. CHARGES AND PAYMENT

- 4.1. The Charges for the Services shall be advised by [REDACTED] and set out in the Proposal.
- 4.2. [REDACTED] shall invoice the Customer either monthly in arrears for work done and expenses incurred during the month or on completion of specific work elements.
- 4.3. The Customer shall pay each invoice submitted by [REDACTED]
 - (a) within 14 days of the date of the invoice; and
 - (b) in full and in cleared funds to a bank account nominated by [REDACTED] or by cheque, and time for payment shall be of the essence of the Contract. Ownership of the results of the work and other outputs will only pass to the Customer once payment in full of all amounts payable by the Customer under the Contract has been received by [REDACTED]
- 4.4. If the Customer fails to make any payment due to [REDACTED] under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per cent per annum above Lloyds Bank PLC's base rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law [REDACTED] may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer [REDACTED] any amount payable by [REDACTED] to the Customer.

5. LIMITATION OF LIABILITY

- 5.1. Nothing in the Contract shall limit or exclude [REDACTED] liability for:
 - (a) death or personal injury caused by its negligence
 - (b) fraud or fraudulent misrepresentation
- 5.2. Subject to clause 5.1 [REDACTED] shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
 - (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss or damage to goodwill; and
 - (g) any indirect or consequential loss.
- 5.3. Subject to clause 5.1 [REDACTED] liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract shall be limited in respect of liability arising during the year commencing on the Commencement Date and each subsequent year to an aggregate amount equal to 5 times the Charges for each such year up to an absolute aggregate maximum of £500,000 in respect of all such years, and further [REDACTED] shall have no liability to the Customer in respect of any claim unless the amount of that claim (disregarding costs) exceeds £5,000 or (if higher) one quarter of the Charges.
- 5.4. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.5. This clause 5 shall survive termination of the Contract.
- 5.6. The Deliverables and the observations and conclusions set out therein, are subject to the limitations set out therein and are based on limited data and solely on the activities described therein and not on tasks or procedures beyond the scope of the Services. The risk of undiscovered environmental impairment of the Customer's Site cannot be ruled out. [REDACTED] makes no assurances, warranties or indemnities in respect of this risk and advice given by [REDACTED] is limited to those conditions for which information is held by [REDACTED] at the time and the Customer waives all and any claims arising from this risk.
- 5.7. The Customer acknowledges and accepts the risk that the Customer's Site conditions may change, that subsurface conditions may vary from those encountered in sub surface explorations and that commonly used exploration methods such as drilling and trial pitting involve an inherent risk of contamination of previously uncontaminated soils and waters. [REDACTED] makes no assurances, warranties or indemnities in respect of this risk and the Customer waives all and any claims arising from this risk.



6. TERMINATION

- 6.1. Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party one month's written notice.

7. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to [REDACTED] all of [REDACTED] outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, [REDACTED] shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of [REDACTED] Materials and any Deliverables which have not been fully paid for. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;
- (c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication survive termination shall continue in full force and effect.

8. GENERAL

- 8.1. **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

8.2. Confidentiality.

- (a) Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 8.2 (b) or 8.2(c).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 8.2; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract save that [REDACTED] may use an outline description of the Project in its promotional literature.

8.3. Entire agreement.

- (a) The Proposal and the Terms constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

- 8.4. **Variation.** No variation of the Contract shall be effective unless it is in writing.

- 8.5. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

- 8.6. **Third parties.** No one other than a party to the Contract shall have any right to enforce any of its terms.

- 8.7. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

- 8.8. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.