

**RE: BRICK COTTAGES JACK'S DITCH LANE ELSDON KINGTON HEREFORDSHIRE
HR5 3HZ**

FOR SALE BY PUBLIC AUCTION ON THURSDAY 31ST OCTOBER 2019

AT

LUCTONIANS SPORTS CLUB

C O N T E N T S

- 1 Contract**
- 2 Official copies title HW147161 and filed plan**
- 3 Copy Conveyance 8th August 1994**
- 4 Local Search**
- 5 Environmental Search**
- 6 Water and Drainage Search**
- 7 No Search Chancel Repair Indemnity Insurance**
- 8 Grant of Probate (TO FOLLOW)**

**WILLIAMS BEALES AND CO
SOLICITORS
9 BROAD STREET HAY ON WYE
HEREFORDSHIRE HR3 5DB
DX 100853 HAY ON WYE
TEL 01497 820302 FAX 01497 820462**

CONTRACT

Incorporating the
Standard Conditions of Sale
(Fifth Edition - 2018 Revision)

For conveyancer's use only

Buyer's conveyancer:

Seller's conveyancer:

Law Society Formula: [A / B / C / Personal exchange]

The information above does not form part of the Contract

Date :

Seller : SHEILA ANN BAKER of Firs Orchard Almeley Herefordshire
HR3 6LF and DAVID HENRY DUGGAN of Wye Chambers Castle
Street Hay on Wye Powys HR3 5DF as Executors of the late
Thomas Albert Baker

Buyer :

Property (freehold/leasehold) : Brick Cottages Jack's Ditch Lane Elsdon Kington HR5 3HZ

Title number /XXXXXX : HW147161

Specified incumbrances : The matters contained or referred to in the Property
Register of the title to the Property

Title guarantee ~~XXX~~/limited) : Limited

Completion date :

Contract rate : 4% above the base rate of the National Westminster Bank
Plc for the time being in force

Purchase price :

Deposit :

Contents price (if separate) :

Balance :

The seller will sell and the buyer will buy the property for the purchase price.

WARNING

This is a formal document, designed to
create legal rights and legal obligations.
Take advice before using it.

Signed

Seller/Buyer

STANDARD CONDITIONS OF SALE (FIFTH EDITION - 2018 REVISION)
(NATIONAL CONDITIONS OF SALE 25TH EDITION, LAW SOCIETY'S CONDITIONS OF SALE 2011)

- 1. GENERAL**
- 1.1 Definitions**
- 1.1.1** In these conditions:
- (a) 'accrued interest' means:
- (i) if money has been placed on deposit or in a building society share account, the interest actually earned
- (ii) otherwise, the interest which might reasonably have been earned by depositing the money at interest on seven days' notice of withdrawal with a clearing bank less, in either case, any proper charges for handling the money
- (b) 'clearing bank' means a bank admitted by the Bank of England as a direct participant in its CHAPS system
- (c) 'completion date' has the meaning given in condition 6.1.1
- (d) 'contents price' means any separate amount payable for contents included in the contract
- (e) 'contract rate' means the Law Society's interest rate from time to time in force
- (f) 'conveyancer' means a solicitor, barrister, duly certified notary public, licensed conveyancer or recognised body under sections 9 or 23 of the Administration of Justice Act 1985
- (g) 'lease' includes sub-lease, tenancy and agreement for a lease or sub-lease
- (h) 'mortgage' means a mortgage or charge securing the repayment of money
- (i) 'notice to complete' means a notice requiring completion of the contract in accordance with condition 6.8
- (j) 'public requirement' means any notice, order or proposal given or made (whether before or after the date of the contract) by a body acting on statutory authority
- (k) 'requisition' includes objection
- (l) 'transfer' includes conveyance and assignment
- (m) 'working day' means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.
- 1.1.2** In these conditions the terms 'absolute title' and 'official copies' have the special meanings given to them by the Land Registration Act 2002.
- 1.1.3** A party is ready, able and willing to complete:
- (a) if he could be, but for the default of the other party, and
- (b) in the case of the seller, even though the property remains subject to a mortgage, if the amount to be paid on completion enables the property to be transferred freed of all mortgages (except any to which the sale is expressly subject).
- 1.1.4** These conditions apply except as varied or excluded by the contract.
- 1.2 Joint parties**
- If there is more than one seller or more than one buyer, the obligations which they undertake can be enforced against them all jointly or against each individually.
- 1.3 Notices and documents**
- 1.3.1** A notice required or authorised by the contract must be in writing.
- 1.3.2** Giving a notice or delivering a document to a party's conveyancer has the same effect as giving or delivering it to that party.
- 1.3.3** Where delivery of the original document is not essential, a notice or document is validly given or sent if it is sent:
- (a) by fax, or
- (b) by e-mail to an e-mail address for the intended recipient given in the contract.
- 1.3.4** Subject to conditions 1.3.5 to 1.3.7, a notice is given and a document is delivered when it is received.
- 1.3.5** (a) A notice or document sent through a document exchange is received when it is available for collection.
- (b) A notice or document which is received after 4.00pm on a working day, or on a day which is not a working day, is to be treated as having been received on the next working day.
- (c) An automated response to a notice or document sent by e-mail that the intended recipient is out of the office is to be treated as proof that the notice or document was not received.
- 1.3.6** Condition 1.3.7 applies unless there is proof:
- (a) that a notice or document has not been received, or
- (b) of when it was received.
- 1.3.7** A notice or document sent by the following means is treated as having been received as follows:
- (a) by first-class post: before 4.00pm on the second working day after posting
- (b) by second-class post: before 4.00pm on the third working day after posting
- (c) through a document exchange: before 4.00pm on the first working day after the day on which it would normally be available for collection by the addressee
- (d) by fax: one hour after despatch
- (e) by e-mail: before 4.00pm on the first working day after despatch.
- 1.4 VAT**
- 1.4.1** The purchase price and the contents price are inclusive of any value added tax.
- 1.4.2** All other sums made payable by the contract are exclusive of any value added tax and where a supply is made which is chargeable to value added tax, the recipient of the supply is to pay the supplier (in addition to any other amounts payable under the contract) a sum equal to the value added tax chargeable on that supply.
- 1.5 Assignment and sub-sales**
- 1.5.1** The buyer is not entitled to transfer the benefit of the contract.
- 1.5.2** The seller cannot be required to transfer the property in parts or to any person other than the buyer.
- 1.6 Third party rights**
- Unless otherwise expressly stated nothing in this contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the contract.
- 2. FORMATION**
- 2.1 Date**
- 2.1.1** If the parties intend to make a contract by exchanging duplicate copies by post or through a document exchange, the contract is made when the last copy is posted or deposited at the document exchange.
- 2.1.2** If the parties' conveyancers agree to treat exchange as taking place before duplicate copies are actually exchanged, the contract is made as so agreed.
- 2.2 Deposit**
- 2.2.1** The buyer is to pay or send a deposit of 10 per cent of the purchase price no later than the date of the contract.
- 2.2.2** If a cheque tendered in payment of all or part of the deposit is dishonoured when first presented, the seller may, within seven working days of being notified that the cheque has been dishonoured, give notice to the buyer that the contract is discharged by the buyer's breach.
- 2.2.3** Conditions 2.2.4 to 2.2.6 do not apply to a sale by auction.
- 2.2.4** The deposit is to be paid:
- (a) by electronic means from an account held in the name of a conveyancer at a clearing bank to an account in the name of the seller's conveyancer or (in a case where condition 2.2.5 applies) a conveyancer nominated by him and maintained at a clearing bank or
- (b) to the seller's conveyancer or (in a case where condition 2.2.5 applies) a conveyancer nominated by him by cheque drawn on a solicitor's or licensed conveyancer's client account.
- 2.2.5** If before completion date the seller agrees to buy another property in England and Wales for his residence, he may use all or any part of the deposit as a deposit in that transaction to be held on terms to the same effect as this condition and condition 2.2.6.
- 2.2.6** Any deposit or part of a deposit not being used in accordance with condition 2.2.5 is to be held by the seller's conveyancer as stakeholder on terms that on completion it is paid to the seller with accrued interest.
- 2.3 Auctions**
- 2.3.1** On a sale by auction the following conditions apply to the property and, if it is sold in lots, to each lot.
- 2.3.2** The sale is subject to a reserve price.
- 2.3.3** The seller, or a person on his behalf, may bid up to the reserve price.
- 2.3.4** The auctioneer may refuse any bid.
- 2.3.5** If there is a dispute about a bid, the auctioneer may resolve the dispute or restart the auction at the last undisputed bid.
- 2.3.6** The deposit is to be paid to the auctioneer as agent for the seller.
- 3. MATTERS AFFECTING THE PROPERTY**
- 3.1 Freedom from incumbrances**
- 3.1.1** The seller is selling the property free from incumbrances, other than those mentioned in condition 3.1.2.
- 3.1.2** The incumbrances subject to which the property is sold are:
- (a) those specified in the contract
- (b) those discoverable by inspection of the property before the date of the contract
- (c) those the seller does not and could not reasonably know about
- (d) those, other than mortgages, which the buyer knows about
- (e) entries made before the date of the contract in any public register except those maintained by the Land Registry or its Land Charges Department or by Companies House
- (f) public requirements.
- 3.1.3** After the contract is made, the seller is to give the buyer written details without delay of any new public requirement and of anything in writing which he learns about concerning a matter covered by condition 3.1.2.
- 3.1.4** The buyer is to bear the cost of complying with any outstanding public requirement and is to indemnify the seller against any liability resulting from a public requirement.
- 3.2 Physical state**
- 3.2.1** The buyer accepts the property in the physical state it is in at the date of the contract unless the seller is building or converting it.
- 3.2.2** A leasehold property is sold subject to any subsisting breach of a condition or tenant's obligation relating to the physical state of the property which renders the lease liable to forfeiture.
- 3.2.3** A sub-lease is granted subject to any subsisting breach of a condition or tenant's obligation relating to the physical state of the property which renders the seller's own lease liable to forfeiture.
- 3.3 Leases affecting the property**
- 3.3.1** The following provisions apply if any part of the property is sold subject to a lease.
- 3.3.2** (a) The seller having provided the buyer with full details of each lease or copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.
- (b) The seller is to inform the buyer without delay if the lease ends or if the seller learns of any application by the tenant in connection with the lease; the seller is then to act as the buyer reasonably directs, and the buyer is to indemnify him against all consequent loss and expense.
- (c) Except with the buyer's consent, the seller is not to agree to any proposal to change the lease terms nor to take any step to end the lease.
- (d) The seller is to inform the buyer without delay of any change to the lease terms which may be proposed or agreed.
- (e) The buyer is to indemnify the seller against all claims arising from the lease after actual completion; this includes claims which are unenforceable against a buyer for want of registration.
- (f) The seller takes no responsibility for what rent is lawfully recoverable, nor for whether or how any legislation affects the lease.
- (g) If the let land is not wholly within the property, the seller may apportion the rent.
- 4. TITLE AND TRANSFER**
- 4.1 Proof of title**
- 4.1.1** Without cost to the buyer, the seller is to provide the buyer with proof of the title to the property and of his ability to transfer it, or to procure its transfer.
- 4.1.2** Where the property has a registered title the proof is to include official copies of the items referred to in rules 134(1)(a) and (b) and 135(1)(a) of the Land Registration Rules 2003, so far as they are not to be discharged or overridden at or before completion.
- 4.1.3** Where the property has an unregistered title, the proof is to include:
- (a) an abstract of title or an epitome of title with photocopies of the documents, and
- (b) production of every document or an abstract, epitome or copy of it with an original marking by a conveyancer either against the original or an examined abstract or an examined copy.
- 4.2 Requisitions**
- 4.2.1** The buyer may not raise requisitions:
- (a) on any title shown by the seller before the contract was made
- (b) in relation to the matters covered by condition 3.1.2.
- 4.2.2** Notwithstanding condition 4.2.1, the buyer may, within six working days of a matter coming to his attention after the contract was made, raise written requisitions on that matter. In that event, steps 3 and 4 in condition 4.3.1 apply.
- 4.2.3** On the expiry of the relevant time limit under condition 4.2.2 or condition 4.3.1, the buyer loses his right to raise requisitions or to make observations.
- 4.3 Timetable**
- 4.3.1** Subject to condition 4.2 and to the extent that the seller did not take the steps described in condition 4.1.1 before the contract was made, the following are the steps for deducing and investigating the title to the property to be taken within the following time limits:
- | Step | Time Limit |
|--|---|
| 1. The seller is to comply with condition 4.1.1 | Immediately after making the contract |
| 2. The buyer may raise written requisitions | Six working days after either the date of the contract or the date of delivery of the seller's evidence of title on which the requisitions are raised, whichever is the later |
| 3. The seller is to reply in writing to any requisitions raised | Four working days after receiving the requisitions |
| 4. The buyer may make written observations on the seller's replies | Three working days after receiving the replies |
- The time limit on the buyer's right to raise requisitions applies even where the seller supplies incomplete evidence of his title, but the buyer may, within six working days from delivery of any further evidence, raise further requisitions resulting from that evidence.
- 4.3.2** The parties are to take the following steps to prepare and agree the transfer of the property within the following time limits:
- | Step | Time Limit |
|---|--|
| A. The buyer is to send the seller a draft transfer | At least twelve working days before completion date |
| B. The seller is to approve or revise that draft and either return it or retain it for use as the actual transfer | Four working days after delivery of the draft transfer |
| C. If the draft is returned the buyer is to send an engrossment to the seller | At least five working days before completion date |
- 4.3.3** Periods of time under conditions 4.3.1 and 4.3.2 may run concurrently.
- 4.3.4** If the period between the date of the contract and completion date is less than 15 working days, the time limits in conditions 4.2.2, 4.3.1 and 4.3.2 are to be reduced by the same proportion as that period bears to the period of 15 working days. Fractions of a working day are to be rounded down except that the time limit to perform any step is not to be less than one working day.
- 4.4 Defining the property**
- The seller need not:
- (a) prove the exact boundaries of the property
- (b) prove who owns fences, ditches, hedges or walls
- (c) separately identify parts of the property with different titles further than he may be able to do from information in his possession.
- 4.5 Rents and rentcharges**
- The fact that a rent or rentcharge, whether payable or receivable by the owner of the property, has been, or will on completion be, informally apportioned is not to be regarded as a defect in title.
- 4.6 Transfer**
- 4.6.1** The buyer does not prejudice his right to raise requisitions, or to require replies to any raised, by taking any steps in relation to preparing or agreeing the transfer.
- 4.6.2** Subject to condition 4.6.3, the seller is to transfer the property with full title guarantee.

RIDER

SALE OF BRICK COTTAGES JACK'S DITCH LANE ELSDON KINGTON HEREFORDSHIRE HR5 3HZ

8. This Contract constitutes the entire agreement between the parties and may only be varied or modified whether by collateral contract or otherwise in writing under the hands of the parties or their Solicitors.
9. In the light of the decision in *William Sindall plc –v- Cambridgeshire County Council* it is hereby agreed and declared between the parties that replies to any enquiries or replies given on property information forms are given to the best of the Seller's knowledge and belief but neither do they nor their solicitors have made any further enquiries into such matters (such as but not with limitation conducting a site inspection or making specific enquiries of the statutory authorities) and the replies are therefore given and received on this basis.

10 MATTERS AFFECTING THE PROPERTY

The Property is sold subject to the following matters:-

- 10.1 All local land charges whether they are registered or not before the date of this Agreement and all matters capable of registration as local land charges whether or not actually registered.
- 10.2 All notices served and orders demands proposals or requirements made by any local public or competent authority whether before or after the date of this Agreement.
- 10.3 All actual or proposed charges notices orders restrictions agreements conditions contraventions and all other matters arising under the enactments relating to Town & Country Planning and Environmental Law.
- 10.4 All easements quasi easements rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this Agreement.
- 10.5 Any matters which are unregistered interest which override first registration under Schedule 1 of the Land Registration Act 2002 and/or unregistered interest which override registered dispositions under Schedule 3 of The Land Registration Act 2002.
- 10.6 Any drainage rates charges and other outgoings.
- 10.7 Wayleaves consents permissions or privileges in respect of any service pipes wires cables conduits poles stays pylons or other apparatus.
- 10.8 Liability to repair walls fences roadways drains sewers pipes wires cables conduits dykes ditches or the like.
- 10.9 Ecclesiastical or civil duties and payments charged upon or payable out of the Property.
- 10.10 Any matters which the Seller does not and could not reasonably know about.

11 DISCLAIMER

The Buyer admits that:

- 11.1 He has inspected the Property and purchases it with full knowledge of its actual state and condition and shall take the Property as it stands.
- 11.2 He enters into this Agreement solely as a result of his own inspection and on the basis of the terms of this Agreement and not in reliance upon any representation or warranty whether written or oral or implied made by or on behalf of the Seller (save for any representation or warranty contained in written replies given by the Sellers Solicitors to any written preliminary enquiries raised by the Buyers Solicitors).
- 11.3 This Agreement contains the entire agreement between the parties.

- 12 On completion the Buyer will pay to the Seller the sum of £166.86 in respect of searches provided by the Seller, such sum to be in addition to the Purchase Price

- 4.6.3 The transfer is to have effect as if the disposition is expressly made subject to all matters covered by condition 3.1.2 and, if the property is leasehold, is to contain a statement that the covenants set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to any breach of the tenant's covenants in the lease relating to the physical state of the property.
- 4.6.4 If after completion the seller will remain bound by any obligation affecting the property which was disclosed to the buyer before the contract was made, but the law does not imply any covenant by the buyer to indemnify the seller against liability for future breaches of it: (a) the buyer is to covenant in the transfer to indemnify the seller against liability for any future breach of the obligation and to perform it from then on, and (b) if required by the seller, the buyer is to execute and deliver to the seller on completion a duplicate transfer prepared by the buyer.
- 4.6.5 The seller is to arrange at his expense that, in relation to every document of title which the buyer does not receive on completion, the buyer is to have the benefit of: (a) a written acknowledgement of his right to its production, and (b) a written undertaking for its safe custody (except while it is held by a mortgagee or by someone in a fiduciary capacity).
- 4.7 **Membership of company**
Where the seller is, or is required to be, a member of a company that has an interest in the property or has management responsibilities for the property or the surrounding areas, the seller is, without cost to the buyer, to provide such documents on completion as will enable the buyer to become a member of that company.
5. **RISK, INSURANCE AND OCCUPATION PENDING COMPLETION**
- 5.1.1 The property is at the risk of the buyer from the date of the contract.
- 5.1.2 The seller is under no obligation to the buyer to insure the property unless: (a) the contract provides that a policy effected by or for the seller and insuring the property or any part of it against liability for loss or damage is to continue in force, or (b) the property or any part of it is let on terms under which the seller (whether as landlord or as tenant) is obliged to insure against loss or damage.
- 5.1.3 If the seller is obliged to insure the property under condition 5.1.2, the seller is to: (a) do everything necessary to maintain the policy (b) permit the buyer to inspect the policy or evidence of its terms (c) if before completion the property suffers loss or damage: (i) pay to the buyer on completion the amount of the policy monies which the seller has received, so far as not applied in repairing or reinstating the property, and (ii) if no final payment has then been received, assign to the buyer, at the buyer's expense, all rights to claim under the policy in such form as the buyer reasonably requires and pending execution of the assignment hold any policy monies received in trust for the buyer (d) cancel the policy on completion.
- 5.1.4 Where the property is leasehold and the property, or any building containing it, is insured by a reinsurer or other third party, the seller is to use reasonable efforts to ensure that the insurance is maintained until completion and if, before completion, the property or building suffers loss or damage the seller is to assign to the buyer on completion, at the buyer's expense, such rights as the seller may have in the policy monies, in such form as the buyer reasonably requires.
- 5.1.5 If payment under a policy effected by or for the buyer is reduced, because the property is covered against loss or damage by an insurance policy effected by or on behalf of the seller, then, unless the seller is obliged to insure the property under condition 5.1.2, the purchase price is to be abated by the amount of that reduction.
- 5.1.6 Section 47 of the Law of Property Act 1925 does not apply.
- 5.2 **Occupation by buyer**
- 5.2.1 If the buyer is not already lawfully in the property, and the seller agrees to let him into occupation, the buyer occupies on the following terms.
- 5.2.2 The buyer is a licensee and not a tenant. The terms of the licence are that the buyer: (a) cannot transfer it (b) may permit members of his household to occupy the property (c) is to pay or indemnify the seller against all outgoings and other expenses in respect of the property (d) is to pay the seller a fee calculated at the contract rate on a sum equal to the purchase price (less any deposit paid) for the period of the licence (e) is entitled to any rents and profits from any part of the property which he does not occupy (f) is to keep the property in as good a state of repair as it was in when he went into occupation (except for fair wear and tear) and is not to alter it (g) if the property is leasehold, is not to do anything which puts the seller in breach of his obligations in the lease, and (h) is to quit the property when the licence ends.
- 5.2.3 The buyer is not in occupation for the purposes of this condition if he merely exercises rights of access given solely to do work agreed by the seller.
- 5.2.4 The buyer's licence ends on the earliest of: completion date, rescission of the contract or when five working days' notice given by one party to the other takes effect.
- 5.2.5 If the buyer is in occupation of the property after his licence has come to an end and the contract is subsequently completed he is to pay the seller compensation for his continued occupation calculated at the same rate as the fee mentioned in condition 5.2.2(d). The buyer's right to raise requisitions is unaffected.
6. **COMPLETION**
- 6.1 **Date**
- 6.1.1 Completion date is twenty working days after the date of the contract but time is not of the essence of the contract unless a notice to complete has been served.
- 6.1.2 If the money due on completion is received after 2.00pm, completion is to be treated, for the purposes only of conditions 6.3 and 7.2, as taking place on the next working day as a result of the buyer's default.
- 6.1.3 Condition 6.1.2 does not apply and the seller is treated as in default if: (a) the sale is with vacant possession of the property or any part of it, and (b) the buyer is ready, able and willing to complete but does not pay the money due on completion until after 2.00pm because the seller has not vacated the property or that part by that time.
- 6.2 **Arrangements and place**
- 6.2.1 The buyer's conveyancer and the seller's conveyancer are to co-operate in agreeing arrangements for completing the contract.
- 6.2.2 Completion is to take place in England and Wales, either at the seller's conveyancer's office or at some other place which the seller reasonably specifies.
- 6.3 **Apportionments**
- 6.3.1 On evidence of proper payment being made, income and outgoings of the property are to be apportioned between the parties so far as the change of ownership on completion will affect entitlement to receive or liability to pay them.
- 6.3.2 If the whole property is sold with vacant possession or the seller exercises his option in condition 7.2.4, apportionment is to be made with effect from the date of actual completion; otherwise, it is to be made from completion date.
- 6.3.3 In apportioning any sum, it is to be assumed that the seller owns the property until the end of the day from which apportionment is made and that the sum accrues from day to day at the rate at which it is payable on that day.
- 6.3.4 For the purpose of apportioning income and outgoings, it is to be assumed that they accrue at an equal daily rate throughout the year.
- 6.3.5 When a sum to be apportioned is not known or easily ascertainable at completion, a provisional apportionment is to be made according to the best estimate available. As soon as the amount is known, a final apportionment is to be made and notified to the other party. Any resulting balance is to be paid no more than ten working days later, and if not then paid the balance is to bear interest at the contract rate from then until payment.
- 6.3.6 Compensation payable under condition 5.2.5 is not to be apportioned.
- 6.4 **Amount payable**
The amount payable by the buyer on completion is the purchase price and the contents price (less any deposit already paid to the seller or his agent) adjusted to take account of: (a) apportionments made under condition 6.3 (b) any compensation to be paid or allowed under condition 7.2 (c) any sum payable under condition 5.1.3.
- 6.5 **Title deeds**
- 6.5.1 As soon as the buyer has complied with all his obligations under this contract on completion the seller must hand over the documents of title.
- 6.5.2 Condition 6.5.1 does not apply to any documents of title relating to land being retained by the seller after completion.
- 6.6 **Rent receipts**
The buyer is to assume that whoever gave any receipt for a payment of rent or service charge which the seller produces was the person or the agent of the person then entitled to that rent or service charge.
- 6.7 **Means of payment**
The buyer is to pay the money due on completion by a direct transfer of cleared funds from an account held in the name of a conveyancer at a clearing bank and, if appropriate, an unconditional release of a deposit held by a stakeholder.
- 6.8 **Notice to complete**
- 6.8.1 At any time after the time applicable under condition 6.1.2 on completion date, a party who is ready, able and willing to complete may give the other a notice to complete.
- 6.8.2 The parties are to complete the contract within ten working days of giving a notice to complete, excluding the day on which the notice is given. For this purpose, time is of the essence of the contract.
- 6.8.3 On receipt of a notice to complete: (a) if the buyer paid no deposit, he is forthwith to pay a deposit of 10 per cent (b) if the buyer paid a deposit of less than 10 per cent, he is forthwith to pay a further deposit equal to the balance of that 10 per cent.
7. **REMEDIES**
- 7.1 **Errors and omissions**
- 7.1.1 If any plan or statement in the contract, or in the negotiations leading to it, is or was misleading or inaccurate due to an error or omission by the seller, the remedies available to the buyer are as follows: (a) When there is a material difference between the description or value of the property, or of any of the contents included in the contract, as represented and as it is, the buyer is entitled to damages. (b) An error or omission only entitles the buyer to rescind the contract: (i) where it results from fraud or recklessness, or (ii) where he would be obliged, to his prejudice, to accept property differing substantially (in quantity, quality or tenure) from what the error or omission had led him to expect.
- 7.1.2 If either party rescinds the contract: (a) unless the rescission is a result of the buyer's breach of contract the deposit is to be repaid to the buyer with accrued interest (b) the buyer is to return any documents he received from the seller and is to cancel any registration of the contract.
- 7.2 **Late completion**
- 7.2.1 If there is default by either or both of the parties in performing their obligations under the contract and completion is delayed, the party whose total period of default is the greater is to pay compensation to the other party.
- 7.2.2 Compensation is calculated at the contract rate on an amount equal to the purchase price, less (where the buyer is the paying party) any deposit paid, for the period by which the paying party's default exceeds that of the receiving party, or, if shorter, the period between completion date and actual completion.
- 7.2.3 Any claim for loss resulting from delayed completion is to be reduced by any compensation paid under this contract.
- 7.2.4 Where the buyer holds the property as tenant of the seller and completion is delayed, the seller may give notice to the buyer, before the date of actual completion, that he intends to take the net income from the property until completion. If he does so, he cannot claim compensation under condition 7.2.1 as well.
- 7.3 **After completion**
Completion does not cancel liability to perform any outstanding obligation under this contract.
- 7.4 **Buyer's failure to comply with notice to complete**
- 7.4.1 If the buyer fails to complete in accordance with a notice to complete, the following terms apply.
- 7.4.2 The seller may rescind the contract, and if he does so: (a) he may: (i) forfeit and keep any deposit and accrued interest (ii) resell the property and any contents included in the contract (iii) claim damages (b) the buyer is to return any documents he received from the seller and is to cancel any registration of the contract.
- 7.4.3 The seller retains his other rights and remedies.
- 7.5 **Seller's failure to comply with notice to complete**
- 7.5.1 If the seller fails to complete in accordance with a notice to complete, the following terms apply.
- 7.5.2 The buyer may rescind the contract, and if he does so: (a) the deposit is to be repaid to the buyer with accrued interest (b) the buyer is to return any documents he received from the seller and is, at the seller's expense, to cancel any registration of the contract.
- 7.5.3 The buyer retains his other rights and remedies.
8. **LEASEHOLD PROPERTY**
- 8.1 **Existing leases**
- 8.1.1 The following provisions apply to a sale of leasehold land.
- 8.1.2 The seller having provided the buyer with copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.
- 8.2 **New leases**
- 8.2.1 The following provisions apply to a contract to grant a new lease.
- 8.2.2 The conditions apply so that: 'seller' means the proposed landlord 'buyer' means the proposed tenant 'purchase price' means the premium to be paid on the grant of a lease.
- 8.2.3 The lease is to be in the form of the draft attached to the contract.
- 8.2.4 If the term of the new lease will exceed seven years, the seller is to deduce a title which will enable the buyer to register the lease at the Land Registry with an absolute title.
- 8.2.5 The seller is to engross the lease and a counterpart of it and is to send the counterpart to the buyer at least five working days before completion date.
- 8.2.6 The buyer is to execute the counterpart and deliver it to the seller on completion.
- 8.3 **Consent**
- 8.3.1 (a) The following provisions apply if a consent to let, assign or sub-let is required to complete the contract (b) in this condition 'consent' means consent in the form which satisfies the requirement to obtain it.
- 8.3.2 (a) The seller is to apply for the consent at his expense, and to use all reasonable efforts to obtain it. (b) The buyer is to provide all information and references reasonably required.
- 8.3.3 Unless he is in breach of his obligation under condition 8.3.2, either party may rescind the contract by notice to the other party if three working days before completion date (or before a later date on which the parties have agreed to complete the contract): (a) the consent has not been given, or (b) the consent has been given subject to a condition to which a party reasonably objects. In that case, neither party is to be treated as in breach of contract and condition 7.1.2 applies.
9. **CONTENTS**
- 9.1 The following provisions apply to any contents which are included in the contract, whether or not a separate price is to be paid for them.
- 9.2 The contract takes effect as a contract for sale of goods.
- 9.3 The buyer takes the contents in the physical state they are in at the date of the contract.
- 9.4 Ownership of the contents passes to the buyer on actual completion.

SPECIAL CONDITIONS

- 1 (a) This contract incorporates the Standard Conditions of Sale (Fifth Edition - 2018 Revision).
- (b) The terms used in this contract have the same meaning when used in the Conditions.
- 2 Subject to the terms of this contract and to the Standard Conditions of Sale, the seller is to transfer the property with either full title guarantee or limited title guarantee, as specified on the front page.
- 3 (a) The sale includes those contents which are indicated on the attached list as included in the sale and the buyer is to pay the contents price for them.
- (b) The sale excludes those fixtures which are at the property and are indicated on the attached list as excluded from the sale
- 4 The property is sold with vacant possession.
- (or)
- ~~XXXXXX The property is sold subject to the following leases XXXXX~~

5 Conditions 6.1.2 and 6.1.3 shall take effect as if the time specified in them were [] rather than 2.00 p.m.

6 Representations

Neither party can rely on any representation made by the other, unless made in writing by the other or his conveyancer, but this does not exclude liability for fraud or recklessness.

7 Occupier's consent

Each occupier identified below agrees with the seller and the buyer, in consideration of their entering into this contract, that the occupier concurs in the sale of the property on the terms of this contract, undertakes to vacate the property on or before the completion date and releases the property and any included fixtures and contents from any right or interest that the occupier may have.

Note: this condition does not apply to occupiers under leases or tenancies subject to which the property is sold.

Name(s) and signature(s) of the occupier(s) (if any):

Name

Signature

SPECIAL CONDITION 8: PLEASE SEE RIDER

Notices may be sent to:

Seller's conveyancer's name: Williams Beales and Co
 9 Broad Street Hay on Wye Via Hereford HR3 5DB
 DX 100853 Hay on Wye

E-mail address:* paul@williamsbeales.co.uk ***NOT FOR SERVICE***

Buyer's conveyancer's name:

E-mail address:*

*Adding an e-mail address authorises service by e-mail see condition 1.3.3(b)



The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number HW147161

Edition date 30.04.2009

- This official copy shows the entries on the register of title on 11 OCT 2019 at 08:46:30.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 11 Oct 2019.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Telford Office.

A: Property Register

This register describes the land and estate comprised in the title.

HEREFORDSHIRE

- 1 (21.10.1994) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Brick Cottages, Jack's Ditch Lane, Elsdon, Kington, (HR5 3HZ).
- 2 (21.10.1994) The land has the benefit of the following rights granted by a Conveyance of the land in this title dated 8 August 1994 made between (1) Glen Myfanwy Pugh (First Vendor) (2) Gareth Meredydd Parry (Second Vendors) and (3) Thomas Albert Baker (Purchaser):-

"TOGETHER WITH the benefit of the full right power and authority to take water from the spring or well in or adjacent to Jacks Ditch Lane and TOGETHER WITH the right to enter upon the land adjoining the said spring or well for the purpose of inspecting renewing repairing and cleasing the same."

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (21.10.1994) PROPRIETOR: THOMAS ALBERT BAKER of The Lodge, Elsdon, Lyonshall, Herefordshire.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 11 October 2019 shows the state of this title plan on 11 October 2019 at 08:46:30. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Telford Office .

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H.M. LAND REGISTRY

TITLE NUMBER

HW 147161



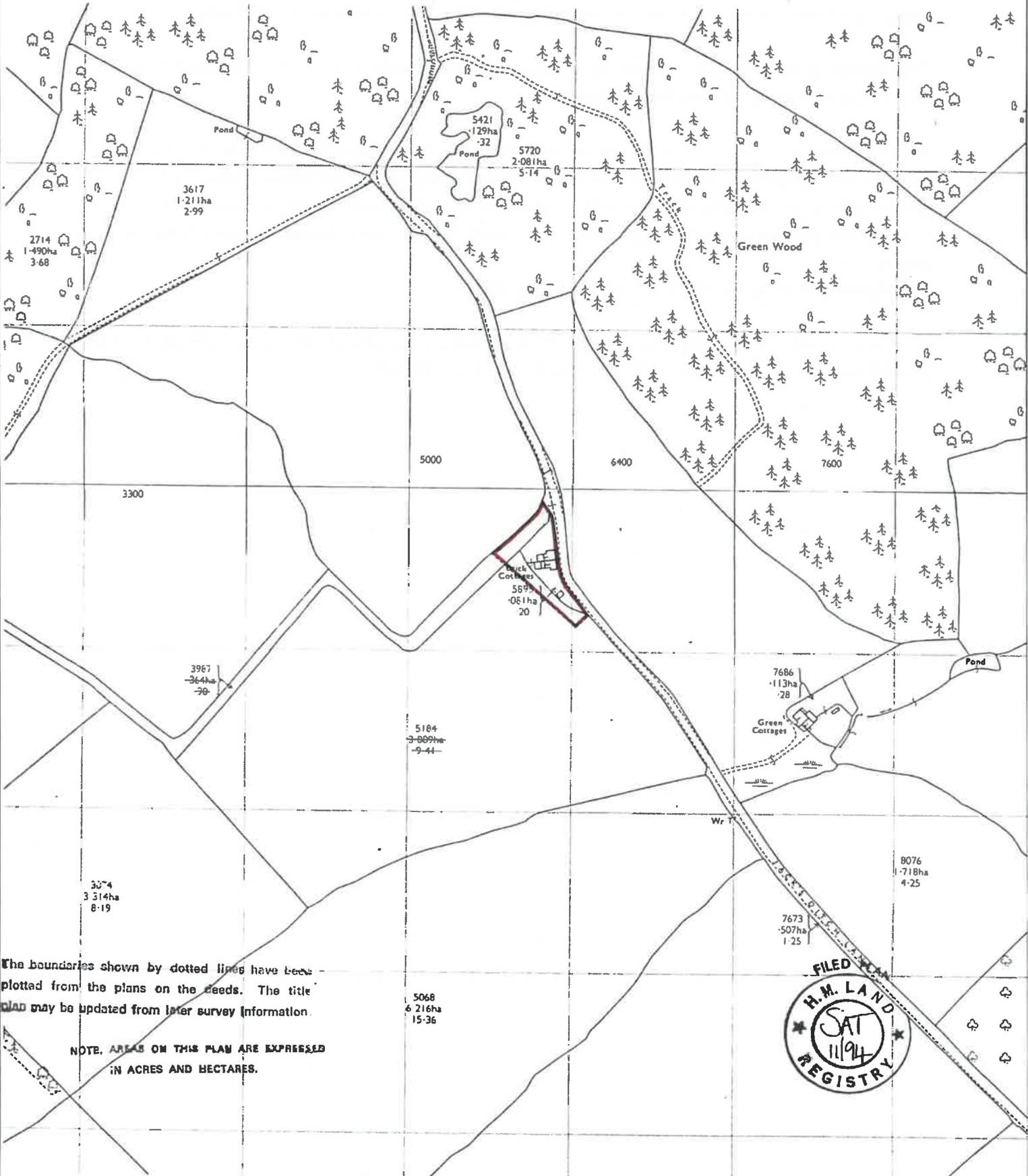
ORDNANCE SURVEY
PLAN REFERENCE

SO 3155
SO 3154

Scale
1:2500

COUNTY HEREFORD AND WORCESTER DISTRICT LEOMINSTER

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The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from later survey information.

NOTE. AREAS ON THIS PLAN ARE EXPRESSED IN ACRES AND HECTARES.



DATED 8th August 1994

MRS G M PUGH AND MR G M PARRY
-to-
MR T A BAKER

C O N V E Y A N C E
of Brick Cottages, Elsdon,
Kington in the County of
Hereford and Worcester

H.M. LAND REGISTRY
FREEHOLD TITLE REGISTERED
TITLE NUMBER HW 147161.

THIS CONVEYANCE is made the *Eighth* day of *August* One thousand nine hundred and ninety-four BETWEEN GLEN MYFANWY PUGH of Lynhales Hall Nursing Home Lyonshall Kington in the County of Hereford and Worcester (hereinafter called "the First Vendor") of first part the First Vendor and GARETH MEREDYDD PARRY of 32 Duke Street Kington aforesaid (hereinafter together called "the Second Vendors") of the second part and THOMAS ALBERT BAKER of The Lodge Elsdon Lyonshall aforesaid (hereinafter called "the Purchaser") of the third part

WHEREAS :-

- (1) The First Vendor is seised for an estate in fee simple in possession of the property described in Part I of the Schedule hereto subject as hereinafter mentioned but otherwise free from incumbrances and has agreed to sell the same to the Purchaser for the like estate at the price and on the terms hereinafter mentioned
- (2) The Second Vendors are seised for an estate in fee simple in possession of the property described in Part II of the Schedule hereto free from incumbrances and have agreed to sell the same to the Purchaser for the like estate at the price and on the terms hereinafter mentioned

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreements and in consideration of the payment of Forty thousand pounds by the Purchaser to the First Vendor and the Second Vendors (the receipt whereof the First Vendor and the Second Vendors

hereby acknowledge):-

- (a) the First Vendor as Beneficial Owner hereby conveys unto the Purchaser ALL THAT the property described in Part I of the Schedule hereto TO HOLD the same unto the Purchaser in fee simple SUBJECT TO the matters referred to in Part III of the Schedule hereto so far as the same relate to and affect the property hereby conveyed and are still subsisting and capable of taking effect
- (b) the Second Vendors as Trustees hereby convey unto the Purchaser ALL THAT the property described in Part II of the Schedule hereto TO HOLD the same unto the Purchaser in fee simple

the properties described in Part I and Part II of the Schedule are together shown edged red on the plan annexed hereto

2. IT IS HEREBY CERTIFIED that the transactions hereby effected do not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Sixty thousand pounds

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

THE SCHEDULE

PART I

ALL THOSE two freehold cottages and gardens situate in Jacks Ditch Lane Lyonshall Kington Hereford and Worcester and known as Numbers 1 and 2 Brick Cottages containing an area of 0.20 of an acre or thereabouts and being field National

Grid Reference number 5895 on the current edition of the Ordnance Survey map for the area (formerly number 675 on the 1903 and 1904 edition of the Ordnance Survey map for the area) shown for the purpose of identification only coloured red on a deed of Conveyance made the Ninth day of August One thousand nine hundred and nineteen forty-nine between Victor John Hitch and Edith Ann Hitch of the one part and Clement Lawton Pugh of the other part (hereinafter called "the 1949 Conveyance") ^A [TOGETHER WITH the benefit of the full right power and authority to take water from the spring or well in or adjacent to Jacks Ditch Lane and TOGETHER WITH the right to enter upon the land adjoining the said spring or well for the purpose of inspecting renewing repairing and cleansing the same] _B as set out in the 1949 Conveyance

PART II

ALL THAT piece or parcel of land formerly part of The Rhodds Farm Lyonshall Kington in the County of Hereford and Worcester adjoining Brick Cottages on the north-westerly and the south-westerly sides containing an estimated area of 0.21 of an acre or thereabouts and being part of field National Grid Reference number 3987 and part of field National Grid Reference number 5184 on the current edition of the Ordnance Survey map for the area

PART III

The terms of the agreement and declaration contained in the 1949 Conveyance in so far as it still applies to Brick Cottages

EXECUTED AS A DEED AND DELIVERED)
by the said GLEN MYFANWY PUGH)
in the presence of:-)

G. Mr. Pugh.

*P M James
Greenway
Crossgates
Hundred Wells
Cone assistant.*

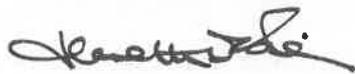
EXECUTED AS A DEED AND DELIVERED)
by the said GARETH MEREDYDD PARRY)
in the presence of:-)



*P M James
as above*

EXECUTED AS A DEED AND DELIVERED)
by the said THOMAS ALBERT BAKER)
in the presence of:-)

TA Baker



JEANETTE O'BRIEN
SOLICITOR WITH
T.A. MATTHEWS & CO.,
6 & 7 KING STREET,
HEREFORD
HR4 9BS

Regulated Search of Local Land Charges

Regulated Local Authority Search

Date of Order: 20/09/2019
Land Charges Date: 09/10/2019
Date of Completion: 09/10/2019
Case Number: 1507654 / 101419955
Your Reference: PT B488.1

PROPERTY MADE SUBJECT TO SEARCH

BRICK COTTAGES JACK'S DITCH LANE
ELSDON KINGTON
HR5 3HZ

CLIENT DETAILS

GlobalX
Churchill House Churchill Way
Cardiff
CF10 2HH
Tel: 02920 451444
Fax: 02920 465872
admin@pie-x.com
www.globalx.co

LOCAL AUTHORITY

Herefordshire Council
Local Land Charges The Town Hall
St Owen Street
Herefordshire HR1 2PJ

Customer:

Agent: Unknown

COMPILED BY & ENQUIRIES TO

GlobalX
Churchill House Churchill Way
Cardiff
CF10 2HH
Tel: 0800 975 8080
Property.inbox@legalinx.co.uk
www.globalx.co.uk
GlobalX
are registered with the PCCB

SEARCH RESULTS

It is hereby confirmed that the search requested above revealed 1 subsisting registrations described in the schedule hereto up to and including the date of this report.

Signed to confirm report completed:



on behalf of GlobalX



Local Land Charges Register

LOCAL LAND CHARGES REGISTER SUMMARY

	Land Charges Date	None revealed
Part One	General Finance Charge	None revealed
Part Two	Specific Finance Charge	None revealed
Part Three	Planning Charge	Included, please see following page(s)
Part Four	Miscellaneous Charges	None revealed
Part Five	Fenland Ways Maintenance Charge	None revealed
Part Six	Land Compensation Entries	None revealed
Part Seven	New Towns Charges	None revealed
Part Eight	Civil Aviation Charges	None revealed
Part Nine	Open Cast Coal Charges	None revealed
Part Ten	Listed Building Entries	None revealed
Part Eleven	Light Obstruction Notices	None revealed
Part Twelve	Land Drainage Schemes	None revealed

Local Land Charges Register

PART THREE PLANNING CHARGE

Area of Special Control of Advertisements Order 1965 Town & Country Planning Act 1962; Town & Country Planning (Control of Advertisements) Regulations 1960. DOR: 19/08/1965

1 PLANNING AND BUILDING REGULATIONS

1.1 Planning & Building Regulation Decisions & Pending Applications

Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications or agreements-

1.1(a) A Planning Permission

There are no recorded entries in the planning register relating to this property

1.1(b) A Listed Building Consent None

1.1(c) A Conservation Area Consent None

1.1(d) A Certificate of Lawfulness of existing use or Development None

1.1(e) A Certificate of Lawfulness of proposed use or Development None

1.1(f) A Certificate of Lawfulness of proposed works for listed buildings None

1.1(g) A Heritage Partnership Agreement None

1.1(h) A Listed Building Consent Order None

1.1(i) A Local Listed Building Consent Order None

1.1(j) Building Regulations Approval

165849 - Conversion of 2 dwellings to one. 27.01.2017

1.1(k) A Building Regulation Completion Certificate and

165849 - Conversion of 2 dwellings to one. 31.01.2017

1.1(l) Any Building Regulations Certificate or Notice Issued in respect of work carried out under a competent person self-certification scheme?

184324 - Install a replacement consumer unit. CPS: 05.04.2018

How can copies be obtained?

In writing from the relevant authorities.

Does the local authority apply a 'cut-off date' in providing its own searches of planning and building control information? If so what is that date?

PLANNING: 1977 BUILDING CONTROL: 1999

Informative: (1) This reply does not cover planning data relating to properties in the immediate vicinity of the subject property. Should planning information be required for a 'vicinity property', this can be obtained by commissioning a separate local authority search on said property.

(2) Where the local authority applies a 'cut-off date' in providing its own searches of planning and building control information, prior historic records may be searched but this may incur additional fees/time element.

Con.29 (2016)

Part I Standard Enquiries

(3) The result of planning data may not be specific to address searched and may not always include full planning list for a site, this can occur when a property has previously been known by a different name.

(4) The owner or developer should always be asked for evidence of building control compliance.

1.2 Planning Designations and Proposals

1.2 What designations of land use for the property, or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?

Herefordshire Council Unitary Development Plan adopted 23 March 2007

District Boundary
Housing Market Area

2 ROADS AND PUBLIC RIGHTS OF WAY

2.1 Which of the roads, footways and footpaths named in the application for this search are:

- | | | |
|--------|--|----------------------------|
| 2.1(a) | Highways maintainable at public expense | Jacks Ditch Lane - Adopted |
| 2.1(b) | Subject to adoption and, supported by a bond or bond waiver | None |
| 2.1(c) | To be made up by a local authority who will reclaim the cost from the frontagers | None |
| 2.1(d) | To be adopted by a local authority without reclaiming the cost from the frontagers | None |
| 2.2 | Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map? | PROW Lyonhall Footpath 1 |

2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, on a definitive map or revised definitive map?

Additional public rights of way may exist other than those shown on the definitive map, If in doubt please contact the Local Authority

2.4 Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?

Additional public rights of way may exist other than those shown on the definitive map, If in doubt please contact the Local Authority

2.5 If so, please attach a plan showing the approximate route See attached

Informative: Where a definitive map has been published. A survey of all paths may not have been completed and whilst this does not preclude the existence of unrecorded rights of way, the local authority is unaware of any claimed rights of way existing over the search site. If in doubt please contact the local authority for further information.

Con.29 (2016)

Part I Standard Enquiries

Informative: Additional public rights of way (e.g. cycle tracks) may exist other than those shown on the definitive map. If in doubt please contact the local authority for further information.

3 OTHER MATTERS

Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property? If so, how can copies of relevant documents be obtained?

3.1 Land required for Public Purpose

3.1 Is the property included in land required for public purposes? None revealed

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

3.2 Land to be acquired for Road Works

3.2 Is the property included in land to be acquired for road works? None revealed

Informative: Matters already entered on the Local Land Charges Register will no be revealed in answer to this enquiry.

3.3 Drainage Matters

Is the property

3.3(a) Is the property served by a Sustainable Urban Drainage System (SuDS)?

Prior to 21/6/16 the authority does not hold comprehensive records of SuDS systems in a retrievable format - please refer to vendor. Post 21/06/16 please refer to relevant conditions on planning decision notices and associated discharge of conditions notices which are available on the Council's website.

3.3(b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance? No

3.3(c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?

Welsh Water, Linea, Fortran Road, Cardiff, CF30 0EH

How can copies of relevant documentation be obtained? n/a

Informative: Many Local Authority records do not allow for the provision of comprehensive answers to these questions. We therefore recommend checking planning approvals, Section 106 Agreements and referring to the vendor in order to establish if the property is served by a Sustainable Urban Drainage System.

3.4 Nearby Road Schemes

Is the property (or will it be) within 200 metres of any of the following -

3.4(a) The centre line of a new trunk road or special road specified in any order, draft order or scheme; None revealed

Con.29 (2016)

Part I Standard Enquiries

- | | | |
|--------|---|---------------|
| 3.4(b) | The centre line of a propose alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; | None revealed |
| 3.4(c) | The outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) construction of a roundabout (other than a mini roundabout); or (ii) widening by construction of one or more additional traffic lanes; | None revealed |
| 3.4(d) | The outer limits of: (i) construction of a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes; | None revealed |
| 3.4(e) | The centre line of the proposed route of a new road under proposals published for public consultation; or | None revealed |
| 3.4(f) | The outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation? | None revealed |

Informative: A mini-roundabout is a roundabout having a one-way circulatory carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches.

3.5 Nearby Railway Schemes

- | | | |
|--------|---|---|
| 3.5(a) | Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail? | None revealed in available Public Registers |
| 3.5(b) | Are there are any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary? | No |

Informative: If this property sits near to the local authority boundary; enquirers are advised to seek further information from the neighbouring local authority.

3.6 Traffic Schemes

Has the LA approved but not yet implemented any of the following for the roads and footpaths which are named in Boxes B and C and are within 200m of the boundary of the property?

- | | | |
|--------|---|------|
| 3.6(a) | Permanent stopping up or diversion; | None |
| 3.6(b) | Waiting or loading restrictions; | None |
| 3.6(c) | One way driving; | None |
| 3.6(d) | Prohibition of driving; | None |
| 3.6(e) | Pedestrianisation; | None |
| 3.6(f) | Vehicle width or weight restriction | None |
| 3.6(g) | Traffic calming works including road humps; | None |

Con.29 (2016)

Part I Standard Enquiries

3.6(h)	Residents parking controls;	None
3.6(i)	Minor road widening or improvement;	None
3.6(j)	Pedestrian crossings;	None
3.6(k)	Cycle tracks; or	None
3.6(l)	Bridge building?	None

Informative: In some circumstances, road closures can be obtained by third parties from Magistrate Courts or can be made by the Secretary of State for Transport, without involving the Council.

Informative: This enquiry is designed to reveal matters that are yet to be implemented and/or could not be ascertained by a visual inspection. Schemes that have, or are currently being implemented will not be referred to in answer to this enquiry.

Informative: If this property sits near to the local authority boundary; enquirers are advised to seek further information from the neighbouring local authority.

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

3.7 Outstanding Notices

Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this Schedule -

3.7(a)	Building works;	None
3.7(b)	Environment;	None
3.7(c)	Health and safety;	None
3.7(d)	Housing;	None
3.7(e)	Highways;	None
3.7(f)	Public health;	None
3.7(g)	Flood and coastal erosion risk management?	None

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

3.8 Contravention of Building Regulations

3.8	Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations	None
-----	---	------

3.9 Notices, Orders, Directions and Proceedings under Planning Acts

Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following -

3.9(a)	An enforcement notice;	None
--------	------------------------	------

Con.29 (2016)

Part I Standard Enquiries

3.9(b)	A stop notice;	None
3.9(c)	A listed building enforcement notice;	None
3.9(d)	A breach of condition notice;	None
3.9(e)	A planning contravention notice;	None
3.9(f)	Another notice relating to breach of planning control;	None
3.9(g)	A listed buildings repairs notice;	None
3.9(h)	In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;	None
3.9(i)	A building preservation notice;	None
3.9(j)	A direction restricting permitted development;	None
3.9(k)	An order revoking or modifying planning permission;	None
3.9(l)	An order requiring discontinuance of use or alteration or removal of building or works;	None
3.9(m)	A tree preservation order; or	None
3.9(n)	Proceedings to enforce a planning agreement or planning contributions?	None

Informative (where relevant): National Park authorities also have the power to serve a building preservation notice, so an enquiry should also be made with them.

Informative (where relevant): Cadw (meaning "to keep" or "to protect") is the Welsh Government's historic environment service working for an accessible and well protected historic environment for Wales. Additional enquiries should also be made with them at: Welsh Government, Plas Carew, Unit 5/7 Cefn Coed, Parc Nantgarw, Cardiff, CF15 7QQ.

Informative (in the case of London Boroughs): The Historic Buildings and Monuments Commission (English Heritage) also had the power to issue building preservation notices for listed buildings in London Boroughs. For further information contact the relevant local authority.

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

3.10 Community infrastructure levy (CIL)

3.10(a) Is there a CIL charging schedule?

Preliminary Draft
Charging Schedule

3.10(b) if yes, do any of the following subsist in relation to the property or has the LA decided to issue, serve, make or commence any of the following?:-

Con.29 (2016)

Part I Standard Enquiries

3.10(b)(i) a liability notice?)	No
3.10(b)(i) a notice of chargeable development? i)	No
3.10(b)(i) a demand notice? ii)	No
3.10(b)(i) a default liability notice? v)	No
3.10(b)(v) an assumption of liability notice? v)	No
3.10(b)(vi) a commencement notice? vi)	No
3.10(c) Has any demand notice been suspended?	No
3.10(d) Has the Local Authority received full or part payment of any CIL liability?	No
3.10(e) Has the Local Authority received any appeal against any of the above?	No
3.10(f) Has a decision been taken to apply for a liability order?	No
3.10(g) Has a liability order been granted?	No
3.10(h) Have any other enforcement measures been taken	No

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

3.11 Conservation Area

Do the following apply in relation to the property?

3.11(a) The making of the area a Conservation Area before 31 August 1974	No
3.11(b) An unimplemented resolution to designate the area a Conservation Area?	No

3.12 Compulsory Purchases

3.12 Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	None revealed in available Public Registers
--	---

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

3.13 Contaminated Land

Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property)?

3.13(a) A contaminated land notice;	None
3.13(b) In relation to a register maintained under section 78R of the Environmental Protection Act 1990: (i) a decision to make an entry; or (ii) an entry; or	There are no entries in the register

Con.29 (2016)

Part I Standard Enquiries

3.13(c) Consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?

None revealed - enquiries should also be made to the owner/occupier

Informative: A negative reply does not imply that the property or any adjoining or adjacent land is free from contamination, or from the risk of it, and the reply may not disclose steps taken by another local authority in whose area adjacent or adjoining land is situated.

3.14 Radon Gas

3.14 Do records indicate that the property is in a "Radon Affected Area" as identified by Public Health England or Public Health Wales? Yes

Further information about Radon Gas can be obtained from <http://www.ukradon.org/>

3.15 Assets of Community Value

3.15(a) Has the property been nominated as an ACV? If so:-

- | | | |
|----------|--|----------------|
| (a)(i) | is it listed as an ACV? | Not applicable |
| (a)(ii) | was it excluded and placed on the nominated but not listed list? | Not applicable |
| (a)(iii) | has the listing expired? | Not applicable |
| (a)(iv) | is the LA reviewing or proposing to review the listing? | Not applicable |
| (a)(v) | are there any subsisting appeals against the listing? | Not applicable |

3.15(b) If the property is listed:-

- | | | |
|----------|--|----------------|
| (b)(i) | has the LA decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property? | Not applicable |
| (b)(ii) | Has the LA received notice of disposal? | Not applicable |
| (b)(iii) | has any community interest group requested to be treated as a bidder? | Not applicable |

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

Sources

SPECIFIC INFORMATION SOURCES USED TO COMPLETE THIS REPORT

- Inspection of the Local Land Charges Register.
- Inspection of the Planning Register.
- Inspection of the Local or Unitary Development Plans.
- Inspection of the Register of Adopted Highways.
- Inspection of the Councils Transport & Policies Program.
- Inspection of the Local and/or County Council websites.
- Inspection of Government/Environment Agency websites.
- Enquiries made verbally to a member of the Council.
- Enquiries made of an Internal Proprietary Database (IPD).
- Inspection of the Enforcement, Stop and breach of Conditions Register.
- Inspection of the Tree Preservation Order Register.
- Inspection of the Conservation Order Register.
- Inspection of the Contaminated Land Register.

Additional Information

ADDITIONAL INFORMATION

Additional Attachment

See attached



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Street works register

A road		Public footpath	
B road		Public bridleway	
C road		Restricted bwyway	
Unclassified road		Byway open to all traffic	
Footway			
Cycleway			
Highways England road			
Highways not maintainable at public expense			

Local Land Charges Register

Part	Reference	Details

Planning Register and Building Regulations

Reference	Details

Additional Information

Local Plan Policies (if applicable)

H1 HEREFORD AND THE MARKET TOWNS: SETTLEMENT BOUNDARIES AND ESTABLISHED RESIDENTIAL AREAS

The provision of housing in Hereford and the market towns of Leominster, Ross-on-Wye, Ledbury, Bromyard and Kington will be restricted to within the defined settlement boundaries. Within these boundaries, the established residential areas should remain primarily residential in character and other uses proposed should be compatible with this primary use and appropriate for the site. Residential development will be permitted within these areas where compatible with the housing design and other policies of the Plan.

H4 MAIN VILLAGES: SETTLEMENT BOUNDARIES

The following settlements are identified as main villages. The provision of housing in the main villages will be restricted to sites within the identified settlement boundary, save for exception schemes (policy H10). Residential development will be permitted on both allocated and windfall sites within these boundaries, where proposals are in accordance with the housing design and other policies of the Plan.

Almeley	Little Dewchurch	Bartestree	Lugwardine	Bishops Frome	Luston
Bodenham (The Moor)	Lyonshall	Bosbury	Madley	Brimfield	Marden
Burghill	Moreton-on-Lugg	Canon Pyon	Much	Dewchurch	Clehonger
Orleton	Colwall	Pembridge	Cradley	Peterchurch	Credenhill
Shobdon	Cusop	Staunton-on-Wye	Dilwyn	Sutton	St.Nicholas
Eardisley	Tarrington	Eardisley	Walford (Coughton)	Ewyas Harold	Wellington
Fownhope	Weobley	Goodrich	Weston-under-Penyard	Gorsley	Whitbourne
Kingsland	Whitchurch	Kingstone	Wigmore Lea	Withington	Leintwardine
Yarpole					

HBA6 NEW DEVELOPMENT WITHIN CONSERVATION AREAS

Development within conservation areas will not be permitted unless it preserves or enhances its character or appearance. In assessing the suitability of a development proposal, a comprehensive design approach will be expected, in particular addressing the following criteria:

1. the type and scale of uses proposed should complement those which presently exist and help to preserve and enhance the character and vitality of the area;
2. the proposed development shall respect the scale, massing and height in relation to adjoining buildings, and the general pattern of heights;
3. where the building line, plan form or density are important characteristics, proposals should integrate successfully into this structure;
4. the quality and type of design, details and materials should reflect those contributing to the area's character and appearance;
5. any hard landscape features, including street furniture, surfaces and boundary treatments, should maintain consistency with, and be appropriate to the use of the area;
6. open spaces, topographical features, trees and other landscape features should contribute to the character or appearance of the area and where such features of importance already exist and make a contribution they should be retained;
7. the creation of unnecessary additional access points and the loss of important ancillary features within visually prominent frontages should be avoided;
8. where the setting of and views into and out of the conservation area, including vistas and landmarks, are important to the character and appearance of the area they should be safeguarded; and
9. ancient and historic thoroughfares should be retained.

LA1 AREAS OF OUTSTANDING NATURAL BEAUTY

Within the Malvern Hills and Wye Valley Areas of Outstanding Natural Beauty, priority will be given to the protection and enhancement of the natural beauty and amenity of the area in the national interest and in accordance with the relevant management plans.

Development will only be permitted where it is small scale, does not adversely affect the intrinsic natural beauty of the landscape and is necessary to facilitate the economic and social well-being of the designated areas and their communities or can enhance the quality of the landscape or biodiversity.

Exceptions to this policy will only be permitted when all of the following have been demonstrated:

1. the development is of greater national interest than the purpose of the AONB;
2. there is unlikely to be any adverse impact upon the local economy ;
3. no alternative site is available, including outside of the AONB; and
4. any detrimental effect upon the landscape, biodiversity and historic assets can be mitigated adequately and, where appropriate, compensatory measures provided.

DR7 FLOOD RISK

Proposals for development in flood risk areas will need to be accompanied by a flood risk assessment. Additionally and within high risk areas (zone 3) as defined on the proposals map or as reviewed by other justified data, proposals will need to demonstrate through a sequential test that there are no reasonable alternative locations available on land of a lower flood risk, taking account of other environmental considerations.

Development within high risk developed areas (zone 3a) may only be suitable for residential, commercial and industrial development provided the minimum standards for flood defence can be provided and maintained for the lifetime of the development.

Development within high-risk undeveloped and sparsely developed areas (zone 3b) will not be permitted unless a particular location is essential.

Built development within functional flood plains (zone 3c) should be wholly exceptional and limited to essential transport and utilities infrastructure that have to be there.

In all cases development will only be permitted where it would not be at an unacceptable risk of flooding or where it is essential to that location. Any protection, compensatory, mitigation and other measures proposed must be acceptable in safety terms and in terms of their environmental effects. All proposals will need to include the necessary minimum standards of flood defence, including a dry access for residential development, show that there would be no net loss of flood plain storage and that the proposed development would not impede water flows or increase flood risk elsewhere.

Wherever possible sustainable drainage techniques should be used to minimise the adverse effects associated with increased surface water run off. Adequate access to watercourses and flood defences for maintenance and improvements should be maintained.

H5 MAIN VILLAGES

Housing land allocations In order to ensure that the housing requirements set out in policy S3 are met, the following sites are identified for development for housing up to 2011. The development of these sites will be expected to provide a mix and range of housing types to meet the variety of housing requirements of the County. An indicative affordable housing target has been set out for each of the sites which will form the basis for meeting wider identified housing needs.

Site	Estimated dwelling capacity	Target of affordable dwellings (35%)
Frome Valley Haulage Depot, Bishops Frome	15	5
Former bus/coach depot, Canon Pyon	12	4
Covent Garden, Colwall	20	7
Land opposite the Co-op, Cusop	25	9
Land adjacent to Lower House Farm, Ewyas Harold	10	4
Land rear of Plough Inn, Little Dewchurch	12	4
Land north of B4352, Madley	20	7
Land at Paradise Farm, Marden	23	8
Land adjacent to Callow View, Much Dewchurch	10	4
Land adjacent to the Birches, Shobdon	30	8
Land opposite Primary School, Sutton St. Nicholas	15	5
Church Farm, Wellington	20	7
Land off Auberrow Road, Wellington	12	4
Land rear of surgery, Weobley	6	2
Land adjacent to Weobley Methodist Church	12	4
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Land adjacent to Whitestone Chapel, Withington	25	9
Land adjacent to Village Hall, Withington	15	5
TOTAL	301	103

These notes are for guidance purposes and should be used in conjunction with replies identified by the following reference numbers:

1.1. Planning and Building decisions and pending applications (a) – (e)	This reply does not cover other properties in the vicinity of the property.										
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2. Roadways, footways and footpaths	If a road, footpath or footway is not a highway, there may be no right to use it. The Council cannot express an opinion, without seeing the title plan of the property and carrying out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.										
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There is no known connection which may lead to a conflict of interest between any person involved in the preparation of this report and any other person involved in the sale of the property.

GlobalX Terms & Conditions

1. GENERAL

1.1 Save as expressly varied by Legalinx Limited (Company Number: 2357470) (hereinafter called the Company) these conditions shall be deemed to be incorporated into all contracts made by the Company in respect of goods supplied and services provided by the Company and to override any terms and conditions which are inconsistent with them.

1.2 The Company's services are not intended to be used as the sole basis for any business decision, and are based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for the Company to guarantee. The Company's services also involve models and techniques based on statistical analysis, probability and predictive behaviour. The Company is therefore not able to accept any liability, for:

1.2.1 any inaccuracy, incompleteness or other error in the Company data which arises as a result of data provided to the Company by the customer or any third party;

1.2.2 any failure of the services to achieve any particular result for the customer.

2. AGENCY

2.1 Orders and instructions are only accepted on the basis that those instructing us do so as principals and are liable directly to us for payment of our account.

2.2 Instructions for Energy Performance Certificates will be accepted from agents of the vendor, however no work will be commenced by the Company until payment has been received or otherwise assured by the agent.

3. COMPLIANCE AND AUDIT

3.1 Each customer shall in connection with the provision or use of the services (as appropriate) comply with all legislation, regulations, and other rules having equivalent force which are applicable to that customer.

3.2 In order to protect the integrity of the data used in connection with the services, the customer shall not copy, interfere with and/or use in any unauthorised way any digital certificate, web certificate or any other security device provided by the Company.

3.3 If the Company considers in its reasonable opinion that it is no longer desirable or commercially viable for the Company to continue to provide the services at all or in accordance with this agreement, or if any third party data or software becomes unavailable to the Company, the Company shall be entitled to do one of the following on giving one months' prior notice to the customer terminate this agreement (without liability) in respect of those services which are affected by such changes or unavailability:

3.4 In exercising its rights under Clause 3.3, the Company will consult with the customer, and endeavour to act reasonably and in a way which is consistent with its treatment of its other customers.

3.5 As subscribers to the Property Code Compliance Board we are subject to [The Property Ombudsman Scheme](#)

4. LIMITS ON LIABILITY

4.1 The Company does not exclude or limit its liability for any of the following (and nothing in this agreement shall be

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construed as excluding or limiting such liability):

4.1.1 for breach of its obligations under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;

4.1.2 for personal injury or death resulting from its negligence or that of its employees, agents and/or sub-contractors;

4.1.3 for a breach of clause 5;

4.1.4 for any matter which it would be illegal for the Company that customer to exclude and/or limit, or attempt to exclude and/or limit, its liability; or

4.1.5 for the Company's fraud.

4.2 Notwithstanding any other provision the liability of the Company (whether in contract, negligence, breach of statutory duty or under any indemnity or otherwise) in respect of any claims for damage or loss arising from credit reports and / or for the damage to or loss of tangible property (excluding claims for loss or corruption of, or damage to, data contained on any tangible media) shall be limited to £10 million per claim or series of claims arising from any one incident.

4.3 The limitations in clause 4.2:

4.3.1 shall not apply to any indemnities given by the Company;

4.3.2 shall be in addition to the obligation of the customer to pay fees and charges under this agreement.

4.4 Subject to clause 4.1, the Company shall not be liable (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) for:

4.4.1 any indirect or consequential loss;

4.4.2 the following types of financial loss; loss of profits; loss of earnings; loss of business or goodwill; even if that customer had notice of the possibility of incurring such losses;

4.4.3 the following types of anticipated or incidental losses; loss of anticipated savings; increase in bad debt; failure to reduce bad debt; even if the Company had notice of the possibility of incurring such losses.

4.5 The Company has professional indemnity insurance of £10 million to cover local authority searches, energy performance certificates, company searches, conveyancing searches, natural person searches and company formations. The customer acknowledges and agrees this amount of insurance cover constitutes adequate cover for the type of services the Company provides.

5. CONFIDENTIALITY

5.1 To the extent permitted by law, it is our policy to observe confidentiality with regard to the identity and affairs of our customers, but, in common with other service providers, we may be required exceptionally to disclose information to governmental and other public authorities.

6. THIRD PARTY AGENTS/CONTRACTORS

6.1 If you instruct us in relation to work which will be carried out in United Kingdom or abroad we may, as your agent, directly or through an intermediary request another agent to carry out some or all of this work for you. In such

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circumstances, save where expressly provided in these terms (including our data protection obligations set out in the Schedule), we have no control over the activities of those providing the service to you ("Third Party Agents"). We take all reasonable care to choose Third Party Contractors with good reputations when instructing them. We accept no responsibility however for the services Third Party Contractors provide to you or for any errors or omissions in their work product. If a mistake is made by Third Party Agent that causes you loss, we will investigate this matter on your behalf and on being properly secured by you as to costs, co-operate with you in bringing proceedings against the agent concerned. We shall pay the charges of Third Party Agents on your behalf and recharge them to you with our own agency fees.

7. SEARCHES AND REPORTS

7.1 The Company will use all reasonable care in acquiring information to be provided to the customer. However such information may be derived from information contained in a public register and as such we accept no responsibility for the accuracy of any part of any search or report. We do not accept responsibility for any inaccuracy, omission or other error in any public register upon which our search or report is based or where such information has been provided verbally either by the customer or any other third party.

7.2 When obtaining information from a public register, or via a third party, the Company may be subject to the disclaimer statements and limitation provisions on the public register or provided by a third party. In such circumstances we will endeavour to make you aware of such disclaimers or limitation provisions, however it may not always be practical to do so. In any event you agree that such disclaimers and limitations will be deemed incorporated into these terms and conditions and to apply to, and be deemed repeated in, any contract between us.

7.3 In providing property search reports and services the Company will comply with the Search Code.

8. FINANCIAL REPORTS

8.1 The Company may from time to time provide reports containing financial information and/or credit ratings. The Company does not warrant any financial information or credit ratings and accepts no responsibility for the accuracy of such financial information or credit rating or any opinion provided by the Company based upon these.

9. INSTRUCTIONS

9.1 Services will only be provided on the basis that those instructing us give all proper, necessary, accurate and timely instructions, authority and information (including the execution of all documents required) to enable us to undertake lawfully and effectively the business instructed.

9.2 Whilst the Company is prepared to accept instructions given by the customer orally over the telephone, such instructions shall be given at the risk of the customer and any misunderstanding or misinterpretation of such instructions shall be at the risk of the customer.

10. THIRD PARTY RELIANCE

10.1 Our services, including search reports and information services, are provided solely for the use of our customer or that customer's own client on whose behalf the work has been commissioned and shall not be used or relied upon by any third party without our written consent (and to this extent no term of this agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999).

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11. PAYMENT

11.1 The customer shall be liable to discharge all sums due under invoices raised by the Company in respect of services rendered and any disbursements within 30 days of such invoice. We reserve the right to charge for costs and expenses incurred in recovering late payments, including interest at the rate of 8% per annum above the base rate of Barclays Bank PLC up to and including the date on which final payment is received.

11.2 Notwithstanding clause 2.2 in the event that any work carried out for customers requires more than nominal disbursements, the Company may require an on account payment in respect of such disbursements and until such sums are deposited shall not be obliged to undertake the contract.

12. DATA PROTECTION NOTICE/PRIVACY POLICY

12.1 The provisions set out in the Schedule shall apply as if set out in full in these conditions.

13. STATUTORY COMPLIANCE

13.1 Both the Company and the customer undertake to each other that in respect of their obligations under these conditions they will at all times comply fully with all relevant statutory enactments (including without limitation the Consumer Credit Act 1974) (and all re-enactments thereof and amendments thereto) or regulations or requirements made by any governmental authority or equivalent body of competent jurisdiction.

13.2 Without prejudice to the generality of clause 13.1 above the customer further undertakes to the Company that it holds all necessary registrations and licences and prior to its use of any relevant services provided by the Company will obtain all such consents as are necessary from individuals in order to lawfully gain access to and make use of any personal data relating thereto including without limitation such consents as are necessary to be obtained from individuals acting in the capacity of director, partner or sole trader of a business in respect of which the Company is carrying out a search on behalf of the client.

14. WEBSITE

14.1 The Company's web server may collect the domain names and e-mail address of visitors to the Company's website ("the Site"). This information is aggregated to measure the number of visits, average time spent on the Site, pages viewed, etc. The Company uses this information to measure the use of the Site and to improve the content of the Site.

14.2 The Company's Site contains "links" to other sites, and every effort is made to link only to sites that share the Company's high standards, however, the Company is not responsible for the standard of any site linked to the Site.

14.3 The Site uses cookies for collecting user information and the data collected in this way may be processed in the same way as other data submitted to the Company (as outlined above) and for the same purposes. By using the Site you are agreeing to the use of cookies which you can prevent by adjusting the settings on your internet browser. Any prevention of cookies may affect the functionality of the Site.

14.4 The Site is provided on an "as available" basis. The Company gives no warranty (express or implied) for the services provided and it is acknowledged that the Company shall not be liable for losses of income due to disruption of the Site caused as a result of server or provider disruption.

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14.5 The Company may disclose and transfer your information to a third party who acquires all or a substantial portion of our business, whether such acquisition is by way of merger, consolidation or purchase of all or a substantial portion of our assets.

15. SERVICES & FAIR USAGE

15.1. The Company reserves the right to limit and withdraw services available through its website or otherwise. The Company may withdraw any product or service available to the Customer, without notice, at its discretion.

15.2. Notwithstanding clause 15.1, any services commissioned prior to any such withdrawal shall be executed in full accordance with our obligations at the time of the instruction.

15.3. Access to the Company's 'Companies House Complete' Service (hereafter 'the Service') is subject to the following Fair Usage Policy;

15.3.1. Without prejudice to 15.1, the Service is available to all Customers whose average monthly spend with the Company exceeds £1,000.00 (exc. VAT).

15.3.2. The Company reserves the right to monitor usage of the Service, and to implement technical or organisational measures when necessary to reduce the burden of any heavy usage (see 15.3.3. below) which could adversely affect the delivery of other services to the Customer, or any other Party.

15.3.3. Heavy usage includes, but is not limited to, unreasonable (in the sole discretion of the Company) single service requests including more than 15 documents.

15.4. Failure to comply with the Fair Usage Policy may result in the Service being withdrawn.

15.5. The Company reserves the right to amend this Fair Usage Policy, without notice, at its discretion.

16. INTERNET PROTOCOL ('IP') ADDRESS AUTHENTICATION

16.1 If you choose the option of ordering our services through the Site by way of IP Address Authentication rather than using our Site with a user name and password, you acknowledge that:-

16.1.1 the Company has no right, title or interest in the IP Address you use to access our Site;

16.1.2 it is your responsibility to inform the Company should you wish to cease accessing our Site by way of IP Address Authentication;

16.1.3 you have exclusive responsibility for the security of your IP Address and the use of such IP Address to access our Site and that the Company has no control over your IP Address;

16.1.4 you indemnify the Company for any damage to our Site or business caused by any connection from your IP Address to the Site.

16.2 If you have not asked us to terminate the IP Address Authentication then you are liable for all orders and instructions for our services received through our Site by way of the IP Address Authentication process. The Company is not liable for any services that are ordered by way of error, breach of your security or otherwise on your behalf or by any third party using your IP Address.

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16.3 All orders for services made through the IP Address Authentication method is classed as an offer by you to purchase our services and such orders will be governed by these terms including that of payment in accordance with clause 11.

17. INTELLECTUAL PROPERTY

17.1 All of the copyright, trademarks, trade names, patents and other intellectual property rights subsisting in, created during, or used in connection with any service, search or software provided to you by the Company shall be and remain the sole property of the Company.

17.2 In the event that new inventions, designs or processes evolve in the performance of or as a result of our services, you acknowledge the same shall be the property of the Company unless otherwise agreed in writing by the Company.

17.3 All intellectual property rights in the customer materials will remain vested in the customer (or its relevant licensors) and to the extent that any rights in such materials vest in the Company by operation of law, the Company hereby assigns such rights to the customer.

17.4 All intellectual property rights in the Company materials, the Company data and the derivative output will remain vested in the Company (or its relevant licensors) and to the extent that any rights in such materials and data vest in the customer by operation of law, the customer hereby assigns such rights to the Company.

17.5 Each customer:

17.5.1 acknowledges and agrees that it shall not acquire or claim any title to any of the Company's intellectual property rights (or those of the Company's licensors) by virtue of the rights granted to it under this agreement or through its use of such intellectual property rights;

17.5.2 agrees that it will not, at any time, do, or omit to do, anything which is likely to prejudice the Company's ownership (or the Company's licensors' ownership) of such intellectual property rights;

17.5.3 agrees not to remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the materials of the Company or the Company's licensors and agrees to incorporate any such proprietary markings in any copies it takes of such materials.

17.6 Any licence that the Company obtains from third parties (licensors) in connection with the provision of the services may be granted to the customer if necessary for the use of the services but on the following terms only:-

17.6.1 the Customer may use such third party or licensor materials and data as provided to the Customer as part of the services, within the territory, solely for the customer permitted purpose in accordance with any documentation;

17.6.2 the customer shall comply with the obligations set out in clauses 17.6.3 to 17.6.6;

17.6.3 (subject to clause 17.6.1) not sell, transfer, sub-licence, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the services, third party data and/or third party materials;

17.6.4 Not (and will not allow any third party to) adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with the third party data and/or third party materials without the prior written consent of such third party it originated from and only then in accordance with the Company's instructions or as otherwise permitted by law;

17.6.5 Only take such copies of the third party data and/or third party materials as are reasonably required for the use of the third party data and/or third party materials in accordance with this agreement;

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17.6.6 In the case of a machine and/or site specific licence, only use the third party data and/or third party materials on the equipment and/or at the site (as the case may be) as agreed in writing with the Company.

18. FORCE MAJURE

18.1 The Company shall not be liable for any delay in performing, or failure to perform, any of its obligations under these terms and conditions, or any order if such delay or failure result from event, circumstances or causes beyond its reasonable control. In such circumstances the company shall be entitled to a reasonable extension of time for the performing of such obligations.

19. MISCELLANEOUS

19.1 If any of the provisions of these terms are held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions of these terms shall continue to be valid.

19.2 Nothing in these terms shall affect the statutory rights of a consumer.

20. JURISDICTION

20.1 Our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the English courts.

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SCHEDULE

Part 1

Data Protection Provisions

1. DEFINITIONS

In this Schedule, the terms “controller”, “processor”, “data subject”, “personal data”, “processing” and “appropriate technical and organisational measures” have the meanings given to them in the Data Protection Legislation. In addition, the following definitions apply:

Data Protection Legislation	Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) (“GDPR”) as amended and implemented by national laws, regulations and secondary legislation (as amended or updated) from time to time in the UK;
Customer Data	the confidential or commercially sensitive information (embodied in any medium) which may be or which has been supplied by the customer to the Company in connection with these terms (or any contract to which these terms apply); and
Customer Personal Data	the personal data set out in Part 2 of this Schedule, comprised in the Customer Data.

2. DATA PROCESSING

- 2.1** The customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 2.2** Both parties shall, in the course of performing their obligations under these terms or the relevant contract comply with their respective obligations under the Data Protection Legislation.
- 2.3** If the Company processes any personal data on the customer’s behalf when performing any services under these terms, the Company and the customer record their intention that customer shall be the controller and the Company shall be a processor. If you order our services directly and provide personal data directly to us, we will be a controller.
- 2.4** A general description of the scope, nature and purpose of processing by the Company, the duration of the processing and the types of personal data is set out in Part 2 of this Schedule.
- 2.5** Without prejudice to the generality of paragraph 2.2 of this Schedule, the customer shall ensure that it has all necessary appropriate consents and notices in place to:
- 2.5.1** enable the lawful transfer of the Customer Personal Data to the Company;
 - 2.5.2** process the Customer Personal Data; and
 - 2.5.3** permit the Company to process the Customer Personal Data in accordance with and for the purposes of the provision of the services requested by the customer and the performance of its obligations under these terms.
- 2.6** The Company shall, in relation to the Customer Personal Data processed (as a processor) in connection with the provision of the services and the performance of its obligations under these terms or the relevant contract:
- 2.6.1** only process the personal data for the purpose set out in Part 2 of this Schedule and not for any other

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purpose unless the Company is acting on the written instructions of the customer or is otherwise required to do so by the laws of any member of the European Union or by the laws of the European Union applicable to the Company (**Applicable Law**). Where the Company is relying on Applicable Law as the basis for processing Customer Personal Data, the Company shall notify the customer of this before performing the processing required by the Applicable Law (unless prohibited by such Applicable Law);

- 2.6.2** ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Customer Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Customer Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Customer Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 2.6.3** ensure that all personnel who have access to and/or process personal data are obliged to keep the Customer Personal Data confidential; and
- 2.6.4** only transfer the Customer Personal Data outside of the European Economic Area where it is necessary for the performance by the Company of its obligations under these terms, the relevant contract or for the provision by the Company of its services, provided always that the relevant conditions of the Data Protection Legislation are complied with;
- 2.6.5** assist the customer, at the customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 2.6.6** notify the customer without undue delay on becoming aware of a personal data breach;
- 2.6.7** at the written direction of the customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of any contract between the Company and the customer to which these terms apply unless required by Applicable Law to store the Customer Personal Data; and
- 2.6.8** maintain complete and accurate records and information to demonstrate its compliance with this paragraph 2.
- 27** The customer acknowledges that certain services provided by the Company may require the Company to transfer Customer Personal Data outside the European Economic Area in order for the Company to fulfil its duties in providing such services and, subject to the Company agreeing to comply with the provisions of paragraph 2.6.4 above and without prejudice to paragraph 2.8 below, the customer agrees and consents to the Company making such transfers of the Customer Personal Data as the Company may deem necessary, appropriate or desirable for the effective provisions of the services.
- 28** Where the customer requires the Company to transfer Customer Personal Data outside of the European Economic Area, the customer shall be responsible for ensuring that the data subject in question has explicitly consented to the Customer Personal Data being transferred outside of the European Economic Area and has, where appropriate, been informed of the possible risks involved. The customer warrants that it has obtained such consent prior to instructing the Company to carry out any such transfer. The customer shall indemnify the Company for any breach of this paragraph 2.8.
- 29** The customer further acknowledges that for the provision of certain services, the Company may be required to appoint a sub-processor, including where the customer requires the Company (or the Company considers that it is necessary, appropriate or desirable) to share Customer Personal Data with third party companies in order for such

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third-party companies to facilitate the provision of the services and/or to enable the Company to fulfil its obligations under the contract to which these terms apply.

- 2.10** The customer agrees and consents to the Company appointing such sub-processors as are necessary for the provision of the services and the performance of the contract. The Company confirms that it has entered or (as the case may be) will enter into a written agreement with such third-party processors which incorporates terms that are substantially similar to those set out in this Schedule. As between the customer and the Company, the Company shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this paragraph 2.11.
- 2.11** Without prejudice to the generality of any other provisions of these terms, the Company may revise this Schedule by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to these Terms).

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Part 2

Details of processing undertaking by The Company

<p>Subject matter and duration of the processing</p>	<p>The provision of certain services by the Company (as ordered by the customer) which include the Company using Customer Personal Data.</p> <p>Such services include (without limitation) company information searches, conveyancing and court searches, local authority searches, energy performance certificates, natural person searches and company formations.</p> <p>The Customer Personal Data will be processed for as long as is required to provide the services and for the Company to comply with its obligations under the terms and any other legal obligations. Certain Customer Personal Data may also be retained for a reasonable period to offer certain related services in the future (where the Customer has requested this, or where the Company has legal grounds to offer such services) or for other regulatory purposes.</p>
<p>Nature and purpose of the processing</p>	<p>Processing of Customer Personal Data in order to provide services to the Customer as described above and operation of the Company's business.</p> <p>The Company may, in some cases, transfer Customer Personal Data overseas, including to countries outside of the European Economic Area. This includes instances where it is necessary or desirable for the Company to transfer the data in order to supply the services or perform its obligations under the terms.</p>
<p>Type of Customer Personal Data</p>	<p>The Customer Personal Data may include personal identification data (including names, addresses, dates of birth, places of birth, billing and bank account details and other personal identifiers) and such other personal data as may be supplied by the customer to the Company (as part of the provision of the services by the Company to the customer).</p>
<p>Categories of data subjects</p>	<p>Individuals within the customer's business (including employees, officers, workers and contractors). individuals who the customer may represent. Other individuals whose details may be provided for the purposes of carrying out searches or for company formations.</p>

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SEARCH REPORT INSURANCE POLICY

Form No.: SRIP 02/18
 Policy Issuer: Property Information Exchange Ltd
 Policy Number: SRIP (E&W) 60-095-00485772

This policy

This policy has been issued by the **Policy Issuer**, on **Our** behalf when issuing the **Search Report**. This policy consists of 4 pages, is the entire contract between **You** and **Us**, and is effective from the **Policy Date**. The insurance given under this policy is a contract of indemnity against actual monetary loss and is subject to all of the terms, conditions, and exclusions contained or referred to within this policy. The words in bold italics have the meanings set out within this policy. **Our**, **Us** and **We** mean First Title Insurance plc, company registration number 01112603.

What this policy covers

We indemnify **You**, subject to the terms and conditions of this policy, against **Actual Loss**, not exceeding the **Maximum Limit of Indemnity**, that **You** suffer as a result of an **Adverse Entry**.

An **Adverse Entry** means any matter(s) having a detrimental effect on the market value of the **Property**, that would or should have been disclosed in an **Official Local Authority Search Result** had one been carried out in relation to the **Property** on the **Policy Date**, but was not disclosed in the **Search Report**. This includes where the **Appropriate Body's** registers and information and/or the answers provided by the **Appropriate Body** for the purposes of the **Search Report** were incorrect as at the **Policy Date** due to the **Appropriate Body's** error or omission.

Actual Loss means:

- where **You** are the **Buyer**:
 - the difference between:
 - i. the price **You** actually paid for the **Property** or the **Market Value** of the **Property** as at the **Policy Date** assuming there is no **Adverse Entry**, whichever is the lesser; and
 - ii. the **Market Value** of the **Property** at the **Policy Date** as reduced by the **Adverse Entry**; and/or
 - the cost of demolishing, altering or reinstating any part of the **Property** to comply with an **Order**; and/or
 - the shortfall in the repayment of any loan or other financial liabilities that are secured against the **Property** when **You** sell the **Property**, such shortfall being a direct result of an **Adverse Entry**; and/or
 - where the **Adverse Entry** relates to a financial charge or liability, the amount of that charge or liability.
- where **You** are the **Lender**:
 - a shortfall in the repayment of the outstanding loan amount upon sale of the **Property** by **You**, which arises directly as a result of an **Adverse Entry**.

The **Maximum Limit of Indemnity** under this policy is £2,000,000.

Who this policy covers

This policy only insures **You**, meaning:

- the **Buyer**: the person or persons who has/have **Purchased** the **Property** in reliance upon the **Search Report**; and/or
- the **Lender**: the person or body who has loaned the **Buyer** money, in return for the loan being secured against the **Property**;

as applicable in the context, and **Your** has a similar meaning.

Apart from **Us**, only **You** may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this policy in relation to any third party rights or interest.

This means that this policy does not insure any person **Purchasing** the **Property** from **You** or their lender.

Your rights and interests under this policy shall not be prejudiced by any act or omission of any other party who is insured under this policy.

What this policy excludes

We do not insure **You**, and will have no obligation to indemnify **You** for **Actual Loss**, in relation to any and/or all of the following risks, including but not limited to an **Adverse Entry**, that:

- **You** create, allow or agree to at any time;
- are **Known** to **You** but not to **Us** on or before the **Policy Date**;
- do not cause **You** any **Actual Loss**;
- occur or come into existence after the **Policy Date**;
- are created by an error or omission of the **Policy Issuer** or the private search provider who obtained the information for the **Search Report** for the **Policy Issuer**, if applicable;
- are disclosed to **You** during negotiation, correspondence, in reply to enquiries before contract or as a result of a subsequent search of matters affecting the **Property** which has been carried out prior to **You** being legally obliged to **Purchase** the **Property** or, in relation to the **Lender**, the loan being advanced;
- would be dealt with under a buildings and/or contents insurance policy;
- should or would be disclosed by question 18 of Form CON290 (2016) (Law Society Copyright).

In the event of a claim

You must notify **Us** in writing, using either of the methods set out below in the **Contacting Us** section, as soon as possible, and in any event within 10 days, after **You** become aware of any claim, or circumstance or matter which might entitle **You** to make a claim under this policy. For the avoidance of doubt, notification must be sent even if **Actual Loss** has not at that time been incurred or calculated. The notification must contain details of the claim, or circumstance or matter.

We will require a copy of the **Search Report** together with evidence to show that the **Adverse Entry** would or should have been disclosed in an **Official Local Authority Search Result** had one been carried out on the **Policy Date**.

You must co-operate with **Us** fully in relation to this policy, and not do anything or fail to do anything that adversely affects **Our** ability to attend to the claim and/or dispute or defend any challenge or claim or to commence any action against other persons.

You must, within 90 days of notifying **Us** of the claim, circumstance or matter, provide **Us** with a written statement detailing the amount of **Your Actual Loss** and the method that **You** used to compute that amount.

Our obligations in the event of a claim

In the event of a notification of a claim, or a circumstance or matter which might entitle **You** to make a claim under this policy or if **We** become aware of an **Adverse Entry**, **We** will, if **We** accept the claim, and subject to the terms and conditions of this policy and as the circumstances may require, do any one or more of the following:

- pay the amount of **Your Actual Loss**, not to exceed the **Maximum Limit of Indemnity**, that **You** have incurred as a result of the **Adverse Entry**, and any **Authorised Expenses**, if applicable;
- in relation to the Lender, **We** may purchase the debt from **You** by paying to **You** the amount of the loan that is outstanding together with any interest and **Authorised Expenses**, if applicable. In these circumstances, **You** must transfer or assign the loan and charge that is secured against the **Property** together with any collateral securities and credit enhancements to **Us** on receipt of payment and give all necessary notices of that transfer or assignment;
- pay or otherwise settle any claim with other parties for or in **Your** name together with any **Authorised Expenses**, if applicable;
- at **Our** absolute discretion, defend **You**, including but not limited to in litigation, in relation to the **Adverse Entry**. **We** will pay any and all costs that **We** incur in that defence and shall act without unreasonable delay. **We** can end this duty to defend at any time. **We** will be entitled to select the lawyer, surveyor and/or valuer to act and **We** will not be liable for and will not pay the fees of any other lawyer, surveyor and/or valuer.

We may pursue any litigation (including appeals) to final determination by a court and reserve the right at **Our** sole discretion to appeal any judgment or order.

We will keep **You** up to date on all matters arising under a claim.

When the extent of **Your Actual Loss** and **Our** liability under this policy have been finally determined, **We** will pay that amount within 30 days of its determination.

Limitation and reduction of **Our** liability

We will not be liable to indemnify **You**:

- if **We** remove any matter giving rise to **Your** claim under this policy in a reasonably diligent manner by any method, including litigation; and/or
- if **We** have taken any of the actions set out in the **Our obligations in the event of a claim** section; and/or
- until litigation, including appeals, in relation to a claim conducted by **Us** (or by **You** with **Our** authorisation) has been finally determined by a court; and/or
- for liability voluntarily assumed by **You** in negotiating or settling any claim or litigation without **Our** prior written consent.

Our obligations to **You** under this policy may be reduced in part or in whole if **You** refuse to co-operate with **Us** and any of **Your** actions or omissions adversely affects **Our** ability to attend to the claim and/or dispute or defend any challenge or claim or to commence any action against other persons. **We** reserve the right to recover any sums that **We** have paid out under this policy from **You** in such an event.

You must comply with all of the terms and conditions contained or referred to in this policy. Failure to comply may result in **Us** rejecting or withdrawing from a claim made by **You** under it.

The amount of indemnity cover payable by **Us** under this policy will be reduced or terminated (as the case may be) by any or all of the following:

- all payments under this policy, except for **Authorised Expenses**;
- the payment by any person of all or part of the debt or any other obligation secured by a mortgage or other charge over the **Property** or any voluntary, partial or full satisfaction or release of such mortgage or charge to the extent of the satisfaction or release;
- the amount by which **Your** acts or omissions have increased **Our** liability or reduced **Our** ability to recover amounts from third parties.

Subrogation

If **We** agree to indemnify or defend **You** under this policy in respect of any claim then, regardless of whether or not actual payment has been made, **We** will immediately be subrogated to any rights, contractual or otherwise, which **You** may have in connection with that claim, the mortgage or the **Property**. If **We** ask, **You** must transfer to **Us** all of **Your** rights and remedies against any person or property that, in **Our** opinion, might be necessary to perfect this right of subrogation.

Governing law and jurisdiction

This policy will be governed by the law of England and Wales and the courts of England and Wales

Cancelling this policy

It is not possible to cancel this policy as it insures more than one party. No refund of premium will be payable in any circumstance.

Privacy Policy

Our privacy notice has been updated to reflect how **We** use **Your** personal data in accordance with the General Data Protection Regulation from 25th May 2018. The details of the privacy notice can be found here or if **You** wish to view the privacy notice on Our website at www.firsttitle.co.uk/privacy.

Complaints

We intend to give **You** the best possible service but if **You** do have any questions or concerns about this policy or the handling of a claim, **You** should, in the first instance, contact **Our** Compliance Department:

- by post, to **Our** registered office (which as at the **Policy Date** is ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU); and/or
- by e-mail, to complaints@firsttitle.co.uk.

To assist a quick and efficient response, please ensure that the letter/e-mail includes the form number and policy number (both of which are located at the top of this policy), the **Policy Date**, the name of the **Policy Issuer** and the **Property** address.

Details of **Our** internal complaint-handling procedures are available on request.

You have the right, in the event that it is not possible to reach an agreement, to make an appeal to the Financial Ombudsman Service, whose current contact details are: Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123.

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights please contact the relevant local authority Trading Standards Service or the Citizens Advice Bureau.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the unlikely event that **We** cannot meet **Our** financial responsibilities. The FSCS will meet 90% of **Your** claim, without any upper limit. Further information about compensation scheme arrangements can be obtained from the FSCS at www.fscs.org.uk or by telephoning 0800 678 1100 or 020 7741 4100.

Contacting Us

We can be contacted via the following methods:

- by post, to **Our** registered office (which as at the **Policy Date** is ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU). Please mark the letter for the attention of the Claims Department; and/or
- by e-mail, to claims@firsttitle.co.uk.

You must ensure that the letter/e-mail includes the form number and policy number (both of which are located at the top of this policy), the **Policy Date**, the name of the **Policy Issuer** and the **Property** address.

Regulation

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under register number 202103.

Definitions and interpretation

In addition to the definitions set out above, the words in bold and italics have the meanings set out below:

Appropriate Body	a local authority or other public body responsible for maintaining the registers and information that are covered by Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended) and Form CON290 (2016) (Law Society Copyright).
Authorised Expenses	any costs, legal fees and expenses that We are obliged to pay under this policy and have approved in writing.
Known	having actual knowledge (and not constructive knowledge or notice which may be imparted by matters appearing in public records established by local government or other relevant public bodies or from one of the other insured parties under this policy).
Market Value	the average of two valuations of the market value carried out by independent and suitably qualified valuers appointed respectively by You and Us .
Official Local Authority Search Result	direct responses from an Appropriate Body to an application made to it under Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended) and, if applicable, Form CON290 (2016) (Law Society Copyright).
Order	a final order of a court of competent jurisdiction, local authority or other public body made in respect of an Adverse Entry .
Policy Date	the date the Search Report is dated.
Purchase, Purchasing	buying the freehold or leasehold estate in the Property .
Purchased	bought the freehold or leasehold estate in the Property .
Property	either: <ul style="list-style-type: none"> i. the single private residential property specified in the Search Report, that is located in England or Wales and in existence as at the Policy Date and which is and shall be used/continue to be used for residential purposes; or ii. a vacant building plot located in England or Wales that is to be developed as a single private residential property in accordance with planning permission that was obtained prior to Policy Date; or iii. a building plot located in England or Wales that is in the process of being developed as a single private residential property in accordance with planning permission that was obtained prior to Policy Date.
Search Report	the report that has been issued by the Policy Issuer and provides responses to the questions and information requested in Forms LLC1, Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended) and, if applicable, Form CON290 (2016) (Law Society Copyright).

The headings used in this policy are for ease of reference only and shall not affect the interpretation or construction of this policy.

In the event that any provision of this policy is held to be invalid or unenforceable under any law, that provision may be ignored so that the rest of this policy remains valid and enforceable.

Signed on behalf of
First Title Insurance plc
 By



Authorised Signatory © First Title Insurance plc 2018

Insurance Product Information Document

Legal Indemnity Insurance



This Insurance Product Information Document outlines some important features of the insurance Policy the Insured has been offered. It does not contain the whole terms and conditions, it is not part of the Policy and it does not commit us to provide insurance on these or any other terms. It is important that this is read in conjunction with the pre-contractual documentation and the Policy itself. All capitalised terms refer to terms defined within the Policy.

What is this type of insurance? Search Report Insurance



What is insured?

- ✓ The Buyer and/or Lender are covered for Actual Loss up to £2,000,000.00.
- ✓ Authorised Expenses are also covered in addition to the Policy Amount.
- ✓ Payment of claims will be made within 30 days of determination of the extent of Actual Loss and First Title Insurance plc's liability under the policy.
- ✓ The risk insured is: **Actual Loss that You suffer as a result of an Adverse Entry:**
An Adverse Entry means any matter(s) having a detrimental effect on the market value of the Property, that would or should have been disclosed in an Official Local Authority Search Result had one been carried out in relation to the Property on the Policy Date, but was not disclosed in the Search report. This includes where the Appropriate Body's registers and information and/or the answers provided by the Appropriate Body for the purposes of the Search Report were incorrect as at the Policy Date due to the Appropriate Body's error or omission.
- ✓ The policy also provides additional comfort for Insured parties as the interest of any Insured will not be prejudiced by any act or default by any other Insured which might otherwise invalidate or reduce the indemnity provided by the policy.



What is not insured?

First Title Insurance plc will not indemnify an Insured against Actual Loss, will not have a duty to defend and will not be obliged to pay Authorised Expenses resulting from risks or Adverse Entries that:

- ✗ You create, allow or agree to at any time;
- ✗ Are known to You but not to First Title Insurance plc on or before the Policy Date;
- ✗ Do not cause You any Actual Loss;
- ✗ Occur or come into existence after the Policy Date;
- ✗ Are created by an error or omission of the Policy Issuer or the private search provider who obtained the information for the Search Report for the Policy Issuer (if applicable);
- ✗ Are disclosed to You during negotiation, correspondence, in reply to enquiries before contract or as a result of a subsequent search of matters affecting the Property which has been carried out prior to You being legally obliged to Purchase the Property (or in relation to the Lender, the loan being advanced);
- ✗ Would be dealt with under a buildings and/or contents insurance policy;
- ✗ Should or would be disclosed by question 18 of Form CON29O (2016) (Law Society Copyright);
- ✗ Result from any fees incurred by a lawyer and/or a surveyor and/or valuer instructed by anyone other than First Title Insurance plc.



Are there any restrictions on cover?

- ! First Title Insurance plc will not be liable or its liability may be reduced in part or in whole in the event that:
 - ! You voluntarily assume liability in negotiating or settling any claim or litigation without First Title Insurance plc's prior written consent;
 - ! You refuse to co-operate with First Title Insurance plc;
 - ! Your actions or omissions adversely affect First Title Insurance plc's ability to attend to the claim and/or dispute or defend any challenge or claim or to commence any action against other persons (a right of recovery is reserved in respect of any sums paid out in such instances);
 - ! Your acts or omissions increase First Title Insurance plc's liability or reduce First Title Insurance plc's ability to recover amounts from third parties;
 - ! the use of the Property is not (or in the case of a plot, will not be) as a single private residential property;
- ! First Title Insurance plc's maximum liability under the policy will be:
 - ! £2,000,000.00; and
 - ! Authorised Expenses.



Where am I covered?

- ✓ The coverage is for (continued) residential use of the single private residential property specified in the Search Report that is located in England or Wales and is in existence at the Policy Date, or in the case of a building plot that is located in England or Wales and is or will be developed and used as a single private residential property (in accordance with planning permission obtained prior to the Policy Date).



What are my obligations?

- You must :
 - use or continue to use the Property for residential purposes (or in the case of a building plot, either be vacant to be developed, or in the process of being developed as a single private residential property, in both cases in accordance with planning permission obtained prior to Policy Date);
 - notify First Title Insurance plc in writing, as soon as possible (and in any event within 10 days) of becoming aware of any claim, circumstance or matter which might entitle You to make a claim under the policy;
 - produce a copy of the Search Report together with evidence to show that the Adverse Entry would or should have been disclosed in an Official Local Authority Search Result had one been carried out on the Policy Date;
 - co-operate with First Title Insurance plc in respect of any action which First Title Insurance plc takes or wishes to take under the policy;
 - not do anything or fail to do anything that adversely affects First Title Insurance plc's ability to attend to a claim and/or dispute or defend any challenge or commence any action against other persons;
 - transfer all rights and remedies against any person or property which, in First Title Insurance plc's opinion might be necessary to perfect any right of subrogation;
 - in the case of the Lender, if requested, transfer or assign the loan and charge that is secured against the Property together with any collateral securities and credit enhancements to First Title Insurance plc (and give all necessary notices of that transfer or assignment), following payment of the Actual Loss;
 - not assume any liabilities by negotiation or settling any claim or litigation without First Title Insurance plc's prior written consent;
 - permit First Title Insurance plc to use Your name in respect of the payment or other settlement of any claim;
 - within 90 days of notifying First Title Insurance plc of a claim, circumstance or matter, provide a written statement to First Title Insurance plc detailing the amount of Your Actual Loss and the method used to compute that amount;
 - comply with all of the terms, conditions and provisions of the policy at all times.



When and how do I pay?

This policy is provided by the Policy Issuer as part of its service at no cost to You.



When does the cover start and end?

The coverage starts on the Policy Date (being the date on which the Search Report was prepared) and its term is the duration of Your relevant interest in the Property.



How do I cancel the contract?

Because the interests of a number of parties may be protected at the same time by the policy, it is not possible to cancel this insurance.

No refund of premium will be payable in any circumstance.

First Title Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. First Title Insurance plc is registered in England under company number 01112603. Registered office: ECA Court, 24-26 South Park, Sevenoaks, Kent TN13 1DU Ref: 1118-01.10.18

Envirosearch Residential

Risk Summary

 **Section 1: Contaminated Land** **PASSED**

We consider there to be no potential risk of contaminated land at or within the vicinity of the property. Please **refer to section 1** for further information.

 **Section 2: Flood** **NONE IDENTIFIED**

While this report may have identified areas at risk of flooding within 250m of the search centre, we consider there to be no significant risk of flooding to the property. Please **refer to section 2** for further information.

 **Section 3: Energy & Infrastructure** **NONE IDENTIFIED**

No factors such as HS2, Crossrail 1 or 2, energy exploration, solar or wind farms have been identified within the vicinity of the property. Please **refer to section 3** for more information.

 **Section 4: Ground Stability** **NONE IDENTIFIED**

No ground stability factors have been identified which could affect the property. Please **refer to section 4** for more information.

 **Section 5: Radon** **IDENTIFIED**

We have identified that the property falls within a radon affected area. Please **refer to section 5** for further information and next steps.

 **Section 6: Other Influential Factors** **IDENTIFIED**

We have identified one or more instances of overhead power lines, environmental or other influential factors within the vicinity of the property. Please **refer to section 6** for more information.

This report is issued for the property described as
**BRICK COTTAGES
JACK'S DITCH LANE
ELSDON KINGTON
HR5 3HZ**

Report Reference
218590460_1_1

National Grid Reference
331580 254960

Customer Reference
PT B4881/1419955_ESR

Report Date
19 September 2019

Landmark Contribution

By purchasing this report, the recipient may be eligible for remediation contribution of **up to £100,000** if served with a Remediation Notice by the local authority. Such a notice may require the homeowner to pay for all, or contribute to, the remediation of the property. For more information see Landmark's Terms and Conditions

CONTACT DETAILS

If you require assistance please contact our customer services team on:

0844 844 9966

or by email at:
helpdesk@landmark.co.uk

Conveyancer Guidance



Professional Opinion

Contamination Risk: **PASSED CERTIFICATE**

In the professional opinion of Argyll Environmental Ltd. the level of contamination risk associated with the information disclosed in the Envirosearch Residential report dated 19th September 2019 and reference 218590460_1_1, PT B4881/1419955_ESR for

**BRICK COTTAGES
JACK'S DITCH LANE
ELSDON KINGTON
HR5 3HZ**

1) is unlikely that the property would be designated "contaminated land" within the meaning of Part 2A of the Environmental Protection Act 1990.

2) is unlikely to have an adverse effect on the security of the property for normal lending purposes.

The professional opinion refers to Section 1 of this report and should always be read in conjunction with the full text of that report. No physical site inspection or survey has been carried out or is proposed.

Approved by:

Argyll Environmental Ltd



Summary of Report Findings



Section 1: Contaminated Land

Contamination Risk	0-25m	25-250m	250-500m	See Section
Designated Contaminated Land	No	No	No	1a
Landfill and Waste	No	No	No	1b
Potentially Contaminative Activities	No	No	No	1c
Known Contamination Incidents	No	No	No	1d
Other Potential Contaminative Land Uses	No	Yes	n/a	1e



Section 2: Flood

Flood Risk	0-25m	25-250m	See Section
River Flooding	No	No	2a
Coastal Flooding	No	No	2b
Surface Water Flooding	No	Yes	2c
Risk of Flooding from Rivers and Sea (RoFRS)	No	No	2d
Historic Flood Events	No	No	2e
Groundwater Flooding	No	n/a	2f



Section 3: Energy & Infrastructure

Energy & Infrastructure	Result	See Section
New Rail Infrastructure	No	3a
Oil and Gas Exploration and Production	No	3b
Existing or Proposed Wind Farms and Wind Turbines	No	3c
Existing or Proposed Solar Farms	No	3d



Section 4: Ground Stability

Ground Stability Risk	Result	See Section
Man-Made Factors	No	4a
Natural Factors	No	4b



Section 5: Radon

Radon Risk	Result	See Section
Radon Affected Property	Yes	5



Section 6: Other Influential Factors

Other Factors	Result	See Section
Overhead Power Lines	No	6a
Environmental Constraints	Yes	6b

Property Purchaser Guidance



Understanding This Report

The purpose of this report is to highlight any potential risk of contaminated land and identify other environmental factors at or around the property. It is necessary for your solicitor to consider these risks as part of their due diligence.

For Contaminated Land, we will state '**Passed**' on the front page if our expert consultants have considered there to be no potential risk. If a potential risk of contamination is found, the report will state '**Further Action**'. In this case, we include a 'Next Steps' section to help you to decide what to do next.

For all other environmental factors, we will state '**None Identified**' on the front page if we consider there is little or no significant risk to the property. If a potential risk is found, we will state '**Identified**' and detail the Next Steps within the relevant section of the report.

Section 1: Contaminated Land

In this section, we highlight on a map, and within our findings pages, if there are any potential contaminated land risks at or around the property. Contaminated land contains substances that are actually or potentially hazardous to health or the environment.

Section 2: Flood

In this section, we detail any risks of flooding at or around the property. We consider a number of factors such as river, coastal, groundwater and surface water.

Section 3: Energy & Infrastructure

In this section, we provide information on a variety of energy and infrastructure projects and developments which may affect the property and surrounding area, such as High Speed Rail (HS2), Crossrail 1 and 2, solar and wind farms, etc. (only wind and solar farms with a capacity to produce over 1MW of power are shown).

Section 4: Ground Stability

In this section, we identify if there are any factors present which could affect the ground stability of the property, such as coal mining activities, man-made or natural cavities.

Section 5: Radon

In this section, we identify if the property is located in a radon affected area. Radon is a radioactive gas, which occurs naturally in rocks and soils and may be harmful to health.

Section 6: Other Influential Factors

In this section, we identify factors that may have an influence on the property or surrounding area, such as overhead power lines or any environmental constraints such as national parks or conservation areas.

Next Steps:

If you require any assistance, please contact our customer service team on:
0844 844 9966 or helpdesk@landmark.co.uk

Site Location



Aerial Photograph

The photograph below shows the location of the property.





Section 1a and 1b: Contaminated Land, Landfill and Waste

The map below shows the location of the Designated Contaminated Land and Landfill and Waste features highlighted within sections 1a and 1b of this report. Further details are shown on the following pages.



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Section 1a	Section 1b	
Contaminated Land Registry Entries and Notices	Registered Landfill Sites	Permitted Waste Sites - Authorised Landfill Site Boundaries
	Registered Landfills (Potential Buffer)	Environmental Permitting Regulations - Waste
	BGS Recorded Landfill Sites	Integrated Pollution Control Registered Waste Sites
	Local Authority Recorded Landfill Sites	Registered Waste Treatment or Disposal Sites
	Historical Landfill Sites	Registered Waste Transfer Sites



Section 1a: Designated Contaminated Land

The data within this section tells you whether your property or surrounding area has been identified by the Local Authority as "Contaminated Land" under the Environmental Protection Act 1990. Should there be an indication of contamination, it is not necessarily a cause for concern. Your report will be assessed by our professional environmental consultants who will advise you what, if any, considerations need to be made should you proceed with the property purchase.

Enquiry	Result
Has any contaminated land been identified within 500m of the property?	No

Map ID	Reference	Location	Details	Distance	Contact
Contaminated Land Register Entries and Notices					
No factors identified for this property					



Section 1b: Landfill and Waste

The information in this section is telling you about active and historic landfill and waste sites within 500 metres of the property. Having a landfill or waste site near your property does not necessarily mean that you or the property will be affected. However, it is something you need to be aware of, because landfill and waste can have a detrimental effect on the surrounding environment, house value and health. A closed landfill/waste site should be given equal consideration to an active site, because of landfill by-products. For instance, landfill with lots of organic material can continue to produce odours and gas for many years.

Enquiry	Result
Have any landfill and waste sites been identified within 500m of the property?	No

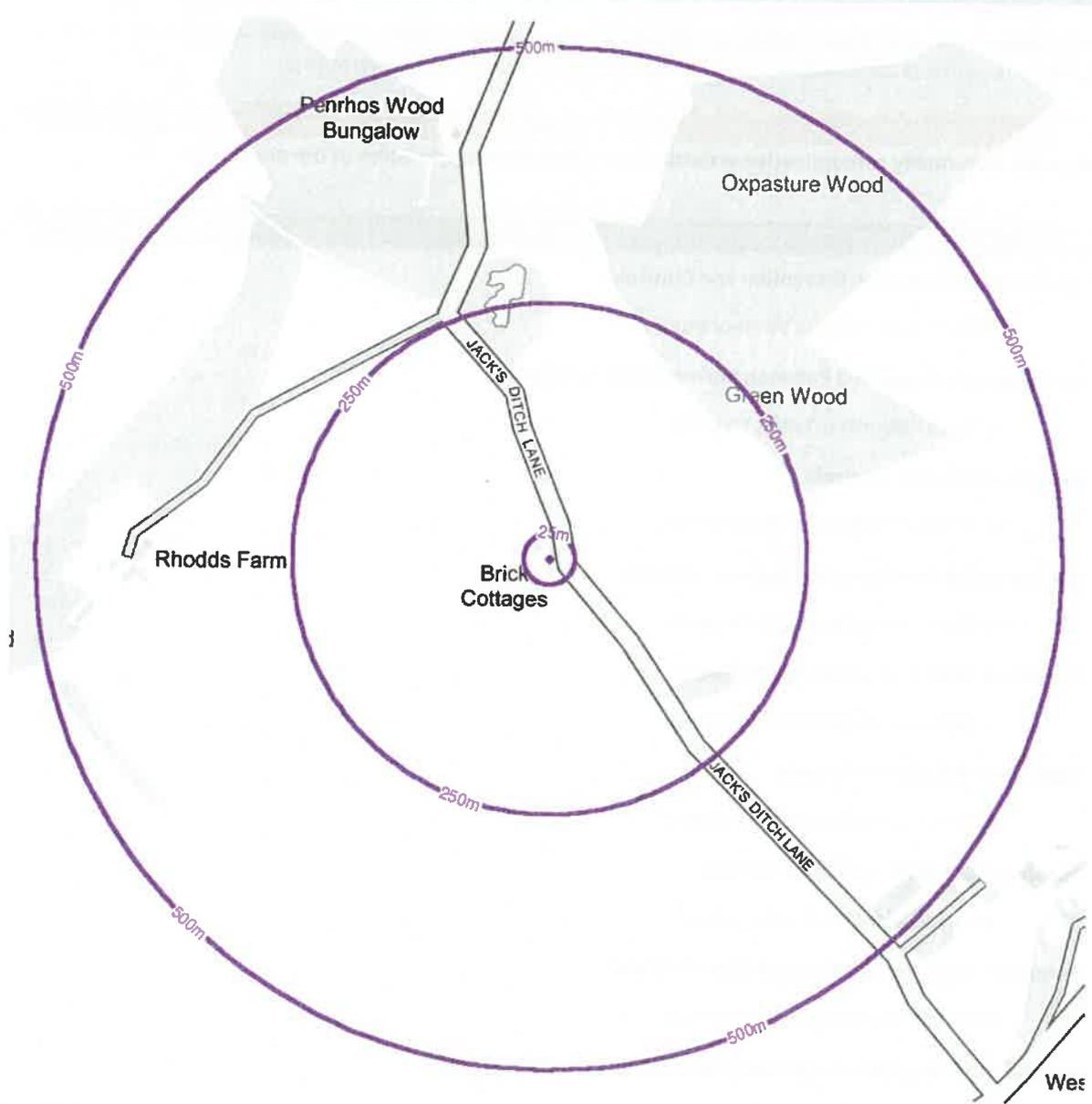
Map ID	Reference	Location	Details	Distance	Contact
Registered Landfill Sites					
No factors identified for this property					
BGS Recorded Landfill Sites					
No factors identified for this property					
Local Authority Recorded Landfill Sites					
No factors identified for this property					
Local Authority Recorded Landfill Coverage					
The following list details the Local Authorities that cover the search area who have made landfill data available:					
Herefordshire Council		- Has not been able to supply Landfill data			5
For further information regarding the availability of Local Authority Recorded Landfill data you may wish to forward enquiries to one or more of the contacts indicated above.					

Map ID	Reference	Location	Details	Distance	Contact
Historical Landfill Sites					
No factors identified for this property					
Permitted Waste Sites - Authorised Landfill Site Boundaries					
No factors identified for this property					
Environmental Permitting Regulations - Waste					
No factors identified for this property					
Integrated Pollution Control Registered Waste Sites					
No factors identified for this property					
Registered Waste Treatment or Disposal Sites					
No factors identified for this property					
Registered Waste Transfer Sites					
No factors identified for this property					



Section 1c and 1d: Potential and Known Contamination

The map below shows the location of the Potentially Contaminative Activities and Known Pollution Incidents in sections 1c and 1d of this report. Further details are shown on the following pages.



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- | Section 1c | | Section 1d |
|---|---|---|
| ▲ Local Authority Pollution Prevention and Controls | ⊗ Radioactive Substances Register | + Local Authority Pollution Prevention and Control Enforcements |
| ▼ Local Authority Integrated Pollution Prevention and Control | ✕ Planning Hazardous Substance Consents | + Enforcement and Prohibition Notices |
| ◀ Integrated Pollution Controls | ⊕ Control of Major Accident Hazards Sites (COMAH) | + Planning Hazardous Substance Enforcements |
| ▶ Environmental Permitting Regulations - Industry | ⊕ Notification of Installations Handling Hazardous Substances (NIHHS) | ● Prosecutions Relating to Authorised Processes |
| ◆ Consent to Discharge to Controlled Waters | ★ Explosive Sites | ● Environmental Pollution Incidents |
| | | ● Prosecutions Relating to Controlled Waters |



Section 1c: Potentially Contaminative Activities

This section describes current and historic licensed activities within 500 metres of the property, which have the potential to cause contamination or have an impact on the environment. The licensed activities could range from pollution to air, land or water; storage or disposal of radioactive substances; or storage of hazardous or explosive materials. Licences may no longer be active, but the nature of the past activity means it could still have an impact.

Enquiry	Result
Have any potentially contaminative activities been identified within 500m of the property?	No

Map ID	Reference	Location	Details	Distance	Contact
Local Authority Pollution Prevention and Controls					
No factors identified for this property					
Local Authority Integrated Pollution Prevention And Control					
No factors identified for this property					
Integrated Pollution Controls					
No factors identified for this property					
Environmental Permitting Regulations - Industry					
No factors identified for this property					
Consent to Discharge to Controlled Waters					
No factors identified for this property					
Radioactive Substances Register					
No factors identified for this property					
Planning Hazardous Substance Consents					
No factors identified for this property					
Control of Major Accident Hazards Sites (COMAH)					
No factors identified for this property					
Notification of Installations Handling Hazardous Substances (NIHHS)					
No factors identified for this property					
Explosive Sites					
No factors identified for this property					



Section 1d: Known Contamination Incidents

The data within this section describes unpermitted activity in your area (e.g. polluting incidents, or exceedance of

permitted allowance) where the activity led to a prosecution or enforcement of regulations. Whilst all of these records are historic, the nature of the incident may have long term effects.

Enquiry		Result			
Have any known contamination incidents been identified within 500m of the property?		No			
Map ID	Reference	Location	Details	Distance	Contact
Local Authority Pollution Prevention and Control Enforcements					
No factors identified for this property					
Enforcement and Prohibition Notices					
No factors identified for this property					
Planning Hazardous Substance Enforcements					
No factors identified for this property					
Prosecutions Relating to Authorised Processes					
No factors identified for this property					
Environmental Pollution Incidents					
No factors identified for this property					
Prosecutions Relating to Controlled Waters					
No factors identified for this property					





Section 1e: Other Potential Contaminative Land Uses

The map below shows the location of the Other Potential Contaminative Land Uses highlighted within section 1e of this report. Further details are shown on the following pages.



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- | | |
|--|---|
| ✘ Fuel Station Entries | ▣ ▲ -○- Potentially Infilled Land (Non-Water) |
| ★ Contemporary Trade Directories | ▣ ▲ -○- Potentially Infilled Land (Water) |
| + Former Marshes | ■ ● -○- Potentially Contaminative Industrial Uses (Past Land Use) |
| ▼ Historical Tanks and Energy Facilities | |



Section 1e: Other Potential Contaminative Land Uses

This section describes either current or historic activity, which could be considered to be contaminative. This section makes no statement about whether the activity requires a licence; however our environmental experts deem that the activities described in this section could lead to potential contamination. The information is taken from a variety of sources including trade directories, Landmark's extensive historical map collection and analysis of historic activity. Records are highlighted due to the potential for contamination to exist.

Enquiry	Result
Have any other potential sources of contamination been identified within 250m of the property?	Yes

Map ID	Reference	Location	Details	Distance	Contact
Fuel Station Entries					
No factors identified for this property					
Contemporary Trade Directory Entries					
No factors identified for this property					
Former Marshes					
No factors identified for this property					
Potentially Infilled Land (Non-Water)					
1	Not Supplied	Not Supplied	Unknown Filled Ground (Pit, quarry etc) Map Published Date: 1986	199m	-
Potentially Infilled Land (Water)					
2	Not Supplied	Not Supplied	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) Map Published Date: 1964	199m	-
Potentially Contaminative Industrial Uses (Past Land Use)					
3	Not Supplied	Not Supplied	Class: Clay bricks & tiles [manufacture] Map Published Date: 1890	199m	-
Historical Tanks And Energy Facilities					
No factors identified for this property					

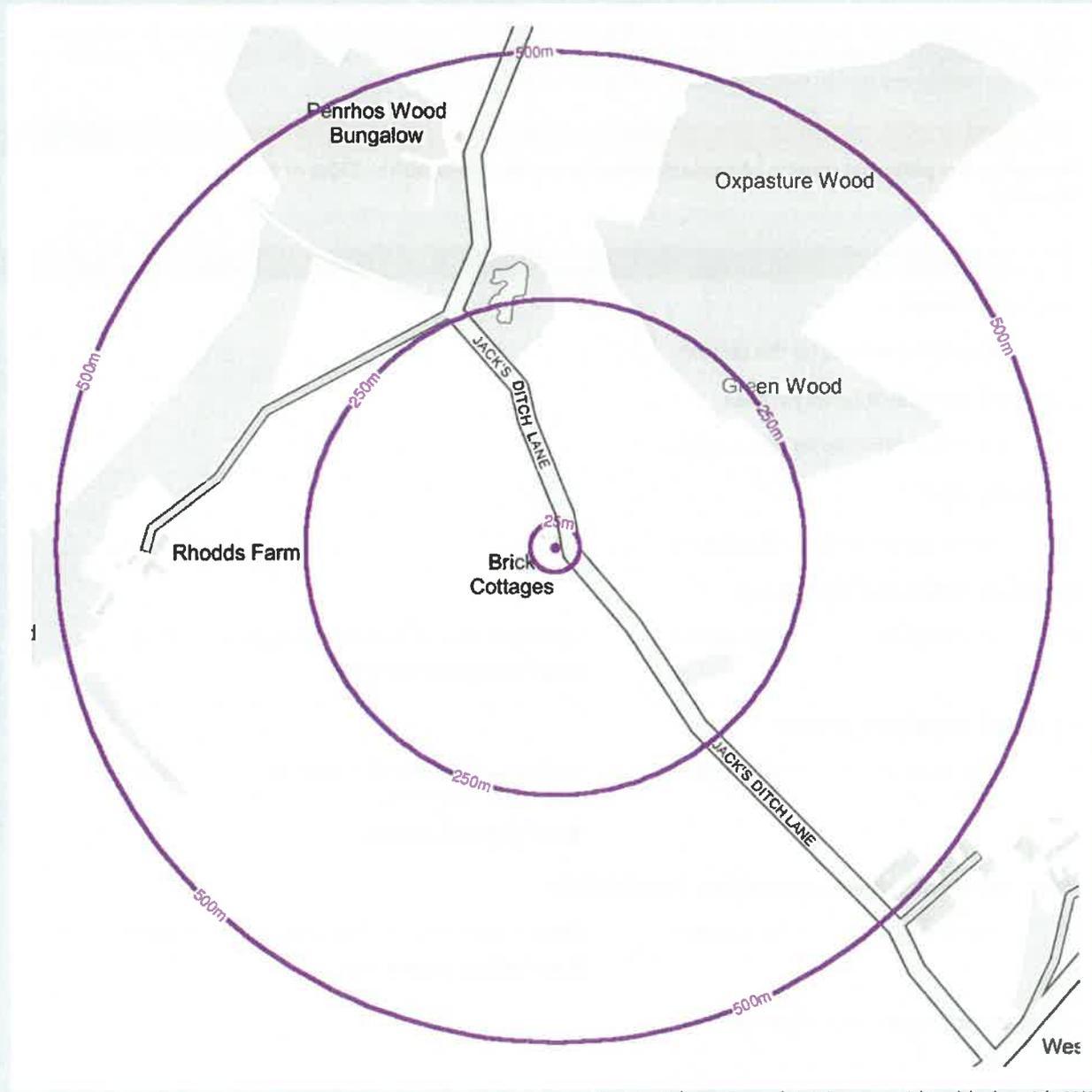
Next Steps

If you would like any further information in respect of the above findings we recommend that you contact our Customer Services Team, whose details can be found in the 'Useful Contacts' section of this report. Further Information is also available in the 'Useful Information' section.



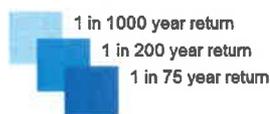
Section 2a and 2b: River and Coastal Flooding

The map below shows the location of potential river and coastal flood risk. The potential risk has been modelled on the basis of events with a 1 in 75, 200 or 1000 chance of occurring in any given year. Further details are shown on the following pages.

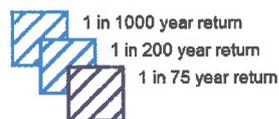


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River Flooding



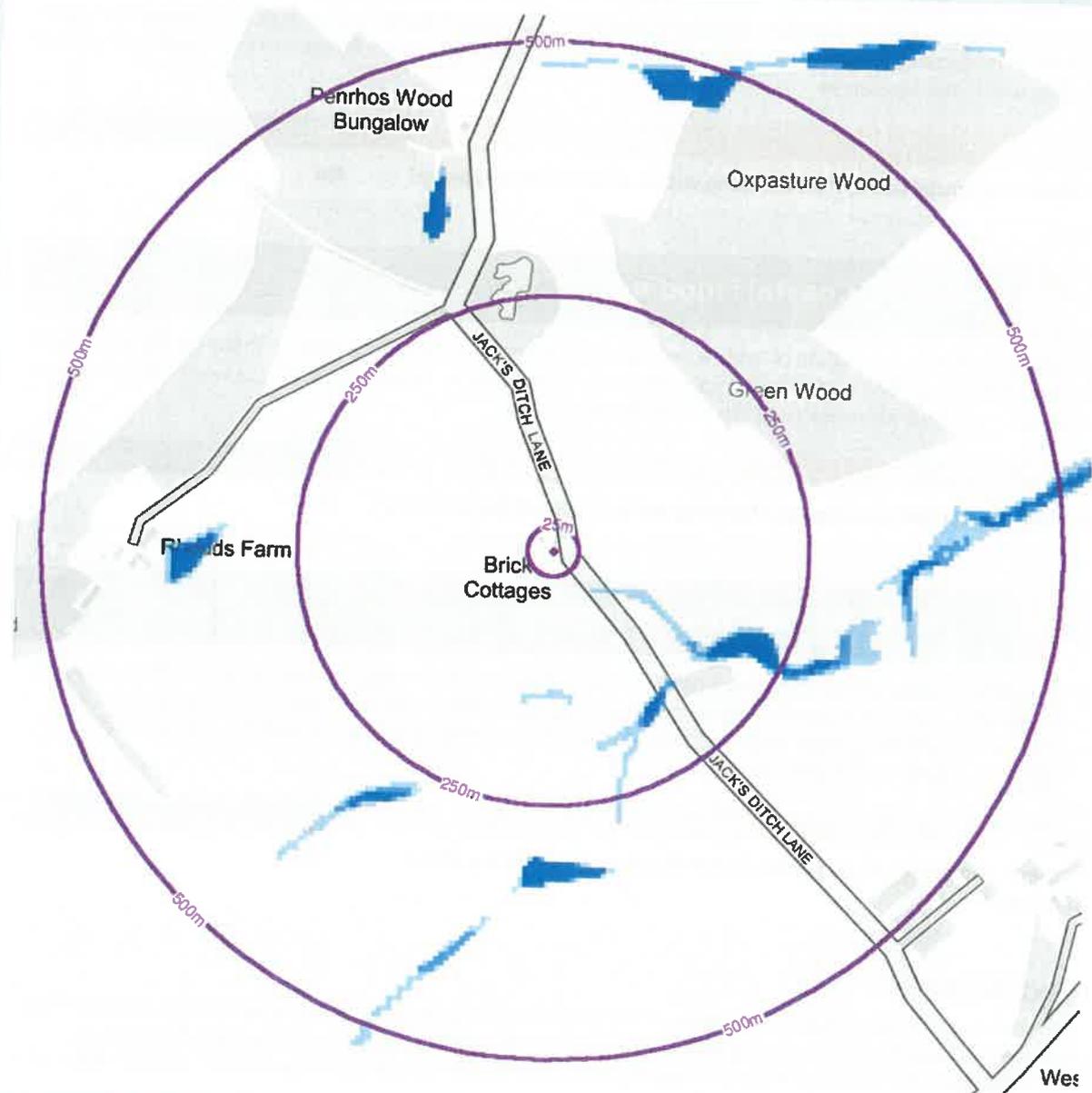
Coastal Flooding





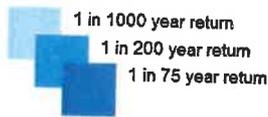
Section 2c: Surface Water Flooding

The map below shows the location of potential surface water flood risk. The potential risk has been modelled on the basis of events with a 1 in 75, 200 or 1000 chance of occurring in any given year. Further details are shown on the following pages.



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Surface Water Flooding





Section 2a: River Flooding

River flooding mainly happens when the river catchment (that is the area of land that feeds water into the river and the streams that flow into the main river) receives greater than usual amounts of water (for example through rainfall or melting of snow). The amount of runoff depends on the soil type, catchment steepness, drainage characteristics, agriculture and urbanisation as well as the saturation of the catchment. The extra water causes the level of the water in the river to rise above its banks or retaining structures. The result is a worst-case scenario and assumes the failure of any defences which may be present.

Enquiry	Result	Contact
Is there a potential risk of river flooding within 250m of the property?	No	-



Section 2b: Coastal Flooding

Coastal flooding is the inundation of land caused by sea water rising above normal tidal conditions due to the effects of severe weather conditions (a combination of storm surge, tides and river inflow). The result is a worst-case scenario and assumes the failure of any defences which may be present.

Enquiry	Result	Contact
Is there a potential risk of coastal flooding within 250m of the property?	No	-



Section 2c: Surface Water Flooding

Surface water flooding results from rainfall running over ground before entering a watercourse or sewer. It is usually associated with high intensity rainfall events (typically greater than 30mm per hour) but can also occur with lower intensity rainfall or melting snow where the ground is already saturated, frozen, developed (for example in an urban setting) or otherwise has low permeability.

Enquiry	Result	Contact
Is there a potential risk of surface water flooding within 250m of the property?	Yes	-

Next Steps

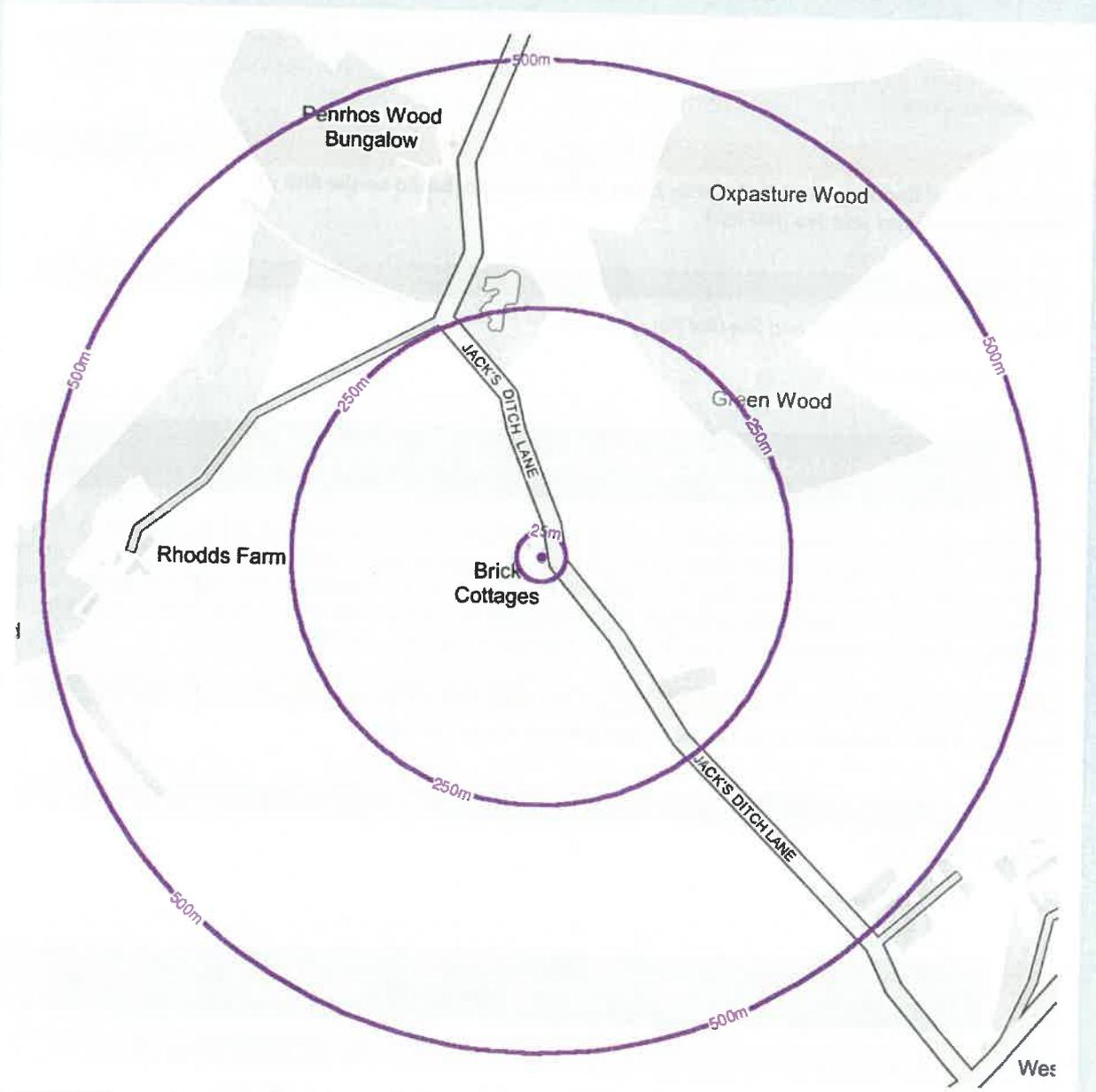
If you wish to gain more detailed information on the type and likelihood of your property being impacted by a flood event and the potential impact on insurance, we recommend that you purchase our Homecheck Flood Report. If you would like more information please contact your Search Provider or our Customer Services Team on **0844 844 9966** or email helpdesk@landmark.co.uk.

Flood data provided by JBA Risk Management Limited. © Copyright JBA Risk Management Limited 2008-2019.



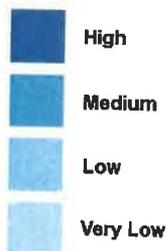
Section 2d and 2e: RoFRS and Historic Flood Events

The map below shows the location of RoFRS and Historic Flood Events. Further details are shown on the following pages.



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Risk of Flooding from Rivers and Sea (RoFRS)



Historic Flood Events





Section 2d: Risk of Flooding from Rivers and Sea (RoFRS)

The Risk of Flooding from Rivers and Sea (RoFRS) database provides an indication of river and coastal flood risk at a national level using a 50m grid as used by many insurance companies. The RoFRS data product has been created by calculating the actual likelihood of flooding to areas of land within the flood plain of an extreme flood and considers the probability that the flood defences will overtop or breach. The risk level is divided into four categories 'Low', 'Medium', 'High', and 'Very Low'.

Enquiry	Result
Is there a risk of flooding identified within 250m of the property based on the Risk of Flooding from Rivers and Sea (RoFRS)?	No

Map ID	Reference	Location	Details	Distance	Contact
Risk of Flooding from Rivers and Sea (RoFRS)					
No Risk Found					



Section 2e: Historic Flood Events

The Historic Flood Events shows the individual areas of all historic flood events recorded by the relevant agency. This information is a useful tool to identify homes and businesses that may have experienced flood problems in the past. An area affected by a historic flood event may now be protected through an increase in flood management schemes and defences, meaning that it may not necessarily flood again. Equally the absence of a historic flood event does not mean that flooding has never occurred in an area, but that the agency do not have a record of it.

Enquiry	Result
Have any Historic Flood Events occurred within 250m of the property?	No

Map ID	Reference	Location	Details	Distance	Contact
Historic Flood Events					
No Events Found					



Section 2f: Groundwater Flooding

Enquiry	Result	Contact
What is the risk of Groundwater Flooding within 250m of the property?	Negligible	1

Comment: There is a negligible risk of groundwater flooding in this area and any groundwater flooding incidence has a chance of less than 1% annual probability of occurrence. No further investigation of risk is deemed necessary unless proposed site use is unusually sensitive.

Next Steps

If you wish to gain more detailed information on the type and likelihood of your property being impacted by a flood event and the potential impact on insurance, we recommend that you purchase our Homecheck Flood Report. If you would like more information please contact your Search Provider or our Customer Services Team on **0844 844 9966** or email helpdesk@landmark.co.uk.



Section 3a: New Rail Infrastructure

High Speed Rail Link and Crossrail 1 and 2 are new rail links proximity to which is likely to have an impact on surrounding areas

Enquiry	Result
Is the property within 4km of the proposed HS2 rail development?	No
Is the property within 2km of the proposed Crossrail 1 or 2 rail developments	No



Section 3b: Oil and Gas Exploration and Production

Any areas to be explored for their energy potential by the oil & gas industry must be licensed by the Oil and Gas Authority. Such exploration includes areas subject to hydraulic fracturing ("fracking") investigation.

Enquiry	Result
Is the property within 4km of an area licensed for onshore energy exploration and production?	No
Is the property within 4km of an area that has been offered for licensing for the onshore exploration oil and gas by the Oil and Gas Authority?	No
Is the property within 4km of a well used for energy exploration or extraction?	No



Section 3c: Existing or Proposed Wind Farms and Wind Turbines

Wind energy is one of several alternative energy sources; however, the location of wind farms or turbines can be contentious due to visual and auditory impact on the surrounding area. The information in this section gives insight into whether there are wind farms or turbines (planned or existing) in the vicinity of the report location. Planning Applications showing a "Planning Application Refused" status are reported as active as they can be resubmitted or appealed until Planning Permission has expired, or they are withdrawn or abandoned by the Applicant. We detail only those wind power developments which generate between 1MW and 50MW of power.

Enquiry	Result
Is the property within 4km of existing or proposed wind farms or wind turbines?	No



Section 3d: Existing or Proposed Solar Farms

Solar energy is one of several alternative energy sources; however, the location of a solar farm can be contentious due to its visual impact on the surrounding area. The information in this section gives insight into whether there are solar farms (planned or existing) in the vicinity of the report location. Planning Applications showing a "Planning Application Refused" status are reported as active as they can be resubmitted or appealed until Planning Permission has expired, or they are withdrawn or abandoned by the Applicant. We detail only those solar developments which generate between 1MW and 50MW of power.

Enquiry

Result

Is the property within 2km of existing or proposed solar farms?

No

Next Steps

In order to gain more detailed information regarding the potential impact of HS2, Crossrail 1 and 2, Energy Production, Wind Farms or Solar Farms on your property we recommend that you purchase an Argyll Energy & Infrastructure report. If you would like more information please contact your Search Provider or our Customer Services Team on **0844 844 9966** or email **helpdesk@landmark.co.uk**.



Section 4a: Man-Made Factors

Enquiry	Result	Contact
Is the property within 25m of a Coal Mining Affected Area?	No	-
What is the potential for ground instability relating to non-coal mining within 50m of the property?	Highly Unlikely	2
<p>Comment: The British Geological Survey has assessed that hazards because of underground non-coal mine workings in this area are highly unlikely. It should be noted that there is always the possibility of excavations that are outside of the scope of this dataset which could affect ground stability.</p>		
Are there any Man-Made mining cavities within 250m of the property?	No	-



Section 4b: Natural Factors

Enquiry	Result	Contact
Are there any Natural cavities within 250m of the property?	No	-
What is the potential for natural ground instability in the area within 50m of the property?	Very Low	2
<p>Comment: The British Geological Survey has assessed the area of search as having very low potential for natural ground instability. This does not necessarily mean there is cause for concern in terms of the property's stability. Active subsidence will be dependent on local conditions, such as the proximity of trees or areas where trees have been removed, which require an inspection of the site to identify the nature of the ground on which the property is built. A house buyers survey is advised to look for signs of property damage that may indicate poor natural ground conditions.</p>		



Section 5: Radon Findings

The information within this section tells you whether the property is located in a radon affected area. Radon is a radioactive gas which occurs naturally in rocks and soils. You cannot see, hear, feel or taste it. Exposure to particularly high levels of radon may increase the risk of developing lung cancer, and is therefore something you need to be aware of.

Enquiry	Result	Contact
Is the property in a radon affected area?	The property is in a radon affected area, as between 3 and 5% of homes are above the action level	3
What level of radon protection measures for new dwellings or extensions to existing ones is required for the property?	Basic radon protective measures are necessary in the construction of new dwellings or extensions	3

Next Steps

The level of radon concentration can only be established by having the building tested. Action should be taken if the indoor radon level is measured and found to be above 200 becquerel's per cubic meter. If you would like any further information we recommend you contact Public Health England, whose details can be found in the 'Useful Contacts' section of this report.

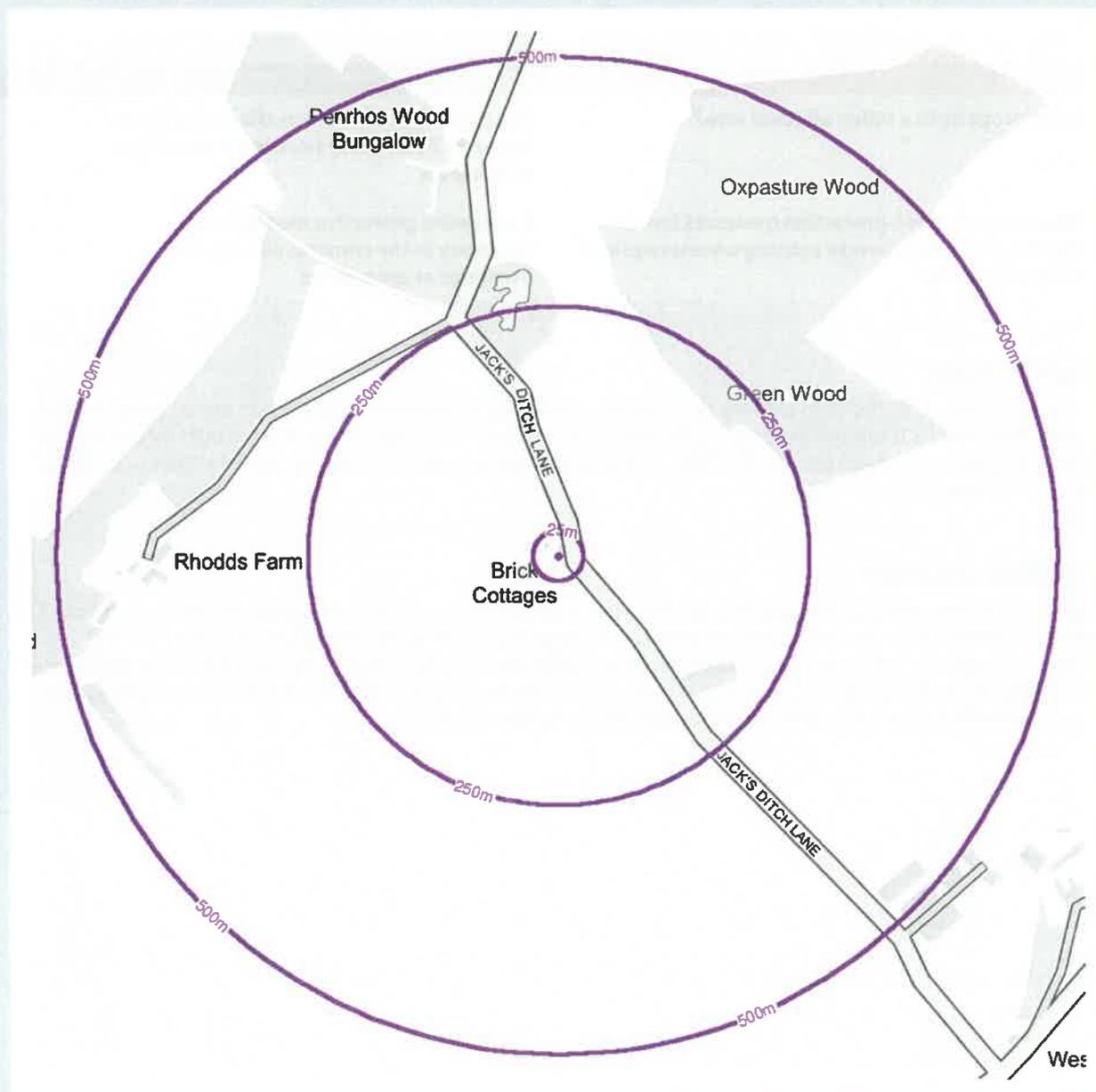
Further Action

Airtech Environmental Systems can advise on radon testing kits, which cost £39.36 including VAT and can run from 7 days to 3 months. They also have a team of surveyors on hand to provide recommendations and advice for any properties above the target level of 100 becquerel's per cubic meter or action level of 200 becquerel's per cubic meter. Airtech Environmental Systems can provide a report, recommendations and a quotation for any recommended works. For more detailed information please call their free-phone number 0800 378017.



Section 6a and 6b: Other Influential Factors

The map below shows the location of any Overhead Power Lines highlighted within Section 6a of this report. It also shows the location of any Environmental Constraints that are from datasets recognised as being relevant to Part 2A of the Environmental Protection Act 1990, that are highlighted in Section 6b of this report. Further details are shown on the following pages.



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Section 6a		Section 6b		
Overhead Power Line	Local Nature Reserves	Marine Conservation Zones	National Nature Reserves	Sites of Special Scientific Interest
Pylon or Mast	Ramsar Sites	Special Areas of Conservation	Special Protection Areas	



Section 6a: Overhead Power Lines

This section of the report contains information on pylons and overhead power lines. Overhead lines can be contentious and may have a visual impact on the surrounding area. Please note that Overhead Transmission Lines are extracted from Ordnance Survey Landline data in MasterMap and only show significant lines; if the pylons and lines are not shown on the mapping then they will not be reported.

Enquiry	Result	Contact
Are there any Overhead Power Lines within 250m of the property?	No	-



Section 6b: Environmental Constraints

This section provides information on areas which have been designated as having environmental or historical importance; as such there may be constraints on property or land developments or alterations.

Enquiry	Result
Is the property within 250m of an area likely to be impacted by Environmental Constraints?	Yes

Map ID	Reference	Location	Details	Distance	Contact
Ancient Woodland					
N/A	Name: Oxpastureandgreen Woods Reference: 1105782	N/A	Ancient Woodland Type: Ancient and Semi-Natural Woodland Total Area (m2): 79718.02 Source Map Scale: 1:63,360 Map Source: Not Supplied	208m	4
Areas of Outstanding Natural Beauty					
No factors identified for this property					
Boundaries - National Parks					
No factors identified for this property					
Country Parks					
No factors identified for this property					
Environmentally Sensitive Areas					
No factors identified for this property					
Forest Parks					
No factors identified for this property					
Local Nature Reserves					
No factors identified for this property					

Map ID	Reference	Location	Details	Distance	Contact
Marine Conservation Zones					
No factors identified for this property					
National Nature Reserves					
No factors identified for this property					
National Parks					
No factors identified for this property					
National Scenic Areas					
No factors identified for this property					
Nature Improvement Areas					
No factors identified for this property					
Ramsar Sites					
No factors identified for this property					
Sites of Special Scientific Interest					
No factors identified for this property					
Special Areas of Conservation					
No factors identified for this property					
Special Protection Areas					
No factors identified for this property					
World Heritage Sites					
No factors identified for this property					

Next Steps

If you would like any further information in respect of the above findings we recommend that you get in touch with those listed in the 'Useful Contacts' section of this report. Each contact reference shown in the above table relates to detailed contact information contained within the back of this report.

Useful Contacts

Please see below the contact details of all those referred to within this report.
For all other queries please contact:

Landmark Information Group

Imperium
Imperial Way
Reading
RG2 0TD

If you require assistance please
contact our customer services
team on:

0844 844 9966

or by email at:
helpdesk@landmark.co.uk

Contact	Name	Address	Contact details
1	Landmark Information Group Limited	Imperium Imperial Way Reading Berkshire RG2 0TD	T: 0844 844 9966 F: 0844 844 9951 E: helpdesk@landmark.co.uk W: www.landmark.co.uk
2	British Geological Survey Enquiry Service	British Geological Survey Environmental Science Centre Nottingham Nottinghamshire NG12 5GG	T: 0115 936 3143 F: 0115 936 3276 E: enquiries@bgs.ac.uk W: www.bgs.ac.uk
3	Public Health England Radon Survey, Centre for Radiation, Chemical and Environmental Hazards	Chilton Didcot Oxfordshire OX11 0RQ	T: 01235 822622 F: 01235 833891 E: radon@phe.gov.uk W: www.ukradon.org
4	Natural England	County Hall Spetchley Road Worcester WR5 2NP	T: 0300 060 3900 E: enquiries@naturalengland.org.uk W: www.naturalengland.org.uk
5	Herefordshire Council	Brockington 35 Hafod Road Hereford Herefordshire HR1 1SH	T: 01432 260000 W: www.herefordshire.gov.uk
	Argyll Environmental Ltd	1st Floor 98-99 Queens Road Brighton BN1 3XF	T: 0845 458 5250 F: 0845 458 5260 E: info@argyllenviro.com W: www.argyllenvironmental.com

The Landmark website contains links to many of our data suppliers which may prove useful.

Please note that the Environment Agency/Natural Resources Wales/SEPA have a charging policy in place for enquiries.

Useful Information

The following explanatory notes may be of assistance to users of the Envirosearch Residential report. Practitioners are reminded that full guidance notes are contained in the Practitioners Guide.

Professional Opinion

A Professional Opinion in relation to Part 2A of the Environmental Protection Act 1990 is provided by Argyll Environmental Ltd. In many cases the report will be PASSED without referral. However, in some cases, entries that may be of concern are revealed by the search, in which case the report is REFERRED free of charge for more detailed consideration, although this will not include a physical site inspection. After such referral the report may be PASSED or suggestions made of some FURTHER ACTION that could be taken, in the form of questions to ask of the appropriate authorities. When responses to these questions are received it is the responsibility of the client and their professional advisors to decide if they are happy to proceed.

Flood Risk

A limited flood risk screening exercise is included in this report designed to satisfy basic flood risk screening due diligence including consideration of river, coastal, surface water and groundwater flooding. Where a potential flood risk is "Identified" you may wish to consider commissioning a more detailed flood risk screening report. When there is "None Identified" this does not indicate that there is not risk of flooding at the property, but that the risk of flooding from the sources screened (river, coastal, surface water and groundwater) within the vicinity of the property is such that the risk may not be considered significant.

Positional Accuracy

We locate data in a variety of ways according to information provided to us and subsequent in-house research. If data is provided as a point on the ground, we provide a "positional accuracy" which tells you how confident we are of the actual location.

Section 1b: Landfill and Waste

At present no complete national data set exists for landfill site boundaries, therefore, a point grid reference, provided by the data supplier, is used for some landfill sites. In certain cases the point grid references supplied provide only an approximate position, and can vary from the site entrance to the centre of the site. Where the exact position of the site is unclear for Registered Landfill data, Landmark construct either a 100 metre or 250 metre "buffer" around the point to warn of the possible presence of landfill. The size of this "buffer" relates to the positional accuracy that can be attributed to the site. The "buffer" is shown on the map as a red hatched area. For further information regarding landfill sites identified in the report, please contact the relevant agency or authority referenced in the Useful Contacts section.

The BGS holds records of over 3,000 landfill sites that accepted waste prior to the Control of Pollution Act (COPA) 1974. These were not subject to any strict regulation or monitoring.

Permitted Waste Sites and Environmental Permitting Regulations - Waste cover current or recently current consents issued for landfill sites, waste transfer, treatment or disposal sites by the relevant agency, under Section 64 of the Environmental Protection Act 1990 (Part 2) and prescribed by regulation 10 of SI No. 1056 of the Waste Management Licensing Regulations 1994.

Section 1c: Potentially Contaminative Activities

Identified discharge consents could be for storm water discharges, soakaways or septic tanks.

If a radioactive substance licence has been identified the consent band will be given under enquiries and replies. Consents fall into one of four bands: Band 1 and 2 Nuclear licensed sites authorised by the Nuclear Installations Inspectorate e.g. nuclear power stations Band 3 Site registered/authorised to accumulate and dispose of radioactive materials, only non-nuclear operations are carried out on site e.g. hospitals Band 4 Sites registered to keep and use radioactive material e.g. laboratories, universities, commercial premises using appliances such as monitoring equipment, alarm systems, tritium lighting etc.

Data supplied for Explosive Sites, Control of Major Accident Hazards Sites (COMAH) and Notification of Installations Handling Hazardous Substances (NIHHS) contains public sector information published by the Health and Safety Executive and licensed under the Open Government Licence.

Section 1e: Other Potential Contaminative Land Uses

This section relates to categories of potentially contaminative land uses that have been identified by the analysis of selected Ordnance Survey historical mapping. The published date (range of dates) of the map (s) and the distance from the centre of search to the nearest point of the feature is given. Further details of the extent of the site or its activities are not available. Should you wish to examine the Ordnance Survey maps these are normally available for public inspection at the local archive or local major library. Alternatively, extracts of editions of Ordnance Survey maps are available on www.old-maps.co.uk

Potentially infilled land has been identified when a 'cavity' (a hole made by an extractive industry or natural occurrence e.g. pond) was indicated on a historic map but there was no evidence of its existence in the last available map for the area. No details of what may have been used to fill the cavity or exactly when or if it was filled are available from the mapping.

The point locations of historical tanks and energy facilities are identified from the text on Ordnance Survey 1:1250 and 1:2500 scale mapping published between 1943 and 1996, based upon a predetermined list of abbreviations, e.g. El Sub (Electricity Sub-station) and F Stn (Filling Station). The position of the point has been located at the centre of the identified text so that it would be within approximately 30 meters of the feature it was describing. The features themselves are related to energy and petroleum storage and cover the following: tanks, petrol storage, potential tanks (at depots etc.), electricity sub stations and related features, gas and gas monitoring related features, oil related features and miscellaneous power features. NB: It should be noted that the Ordnance Survey abbreviation for tank (tk) is the same as that for tracks. Therefore some of the captured text may relate to tracks and not tanks when the exact nature of the feature is not clear from the mapping.

Useful Information

Section 2: Flood Findings

Sections 2a, b and c of the report provide data on modelled extents of river, coastal and surface water flooding generated by JBA Risk Management, a market leader in flood risk assessment commonly engaged by insurers to assess flood risk. The data has been modelled for several perils or return periods: 1 in 75, 1 in 200 or 1 in 1000 which relate to areas with a 1.3%, 0.5% and 0.1% annual probability of flooding in any one year respectively. Properties at risk of flooding during a 1 in 75 year event are typically considered to be at a high risk of flooding. The data has been generated to provide a UK wide screening tool and as a result may have inherent limitations. In addition, there may be areas of the country which are modelled to varying degrees of accuracy based on currently available topographical information.

Section 2d of the report provides data relating to the Risk of Flooding from Rivers and Sea (RoFRS) dataset provided by the environment relevant agency. Each agency has used its own data to further assess the risk of river or coastal flooding to the area of land located within an extreme flood zone. It was originally conceived to guide where flood defences were most needed. The risk assessment takes into account a variety of hypothetical levels of rainfall or coastal flooding (both in terms of intensity and duration) and certain flood defences, which it assumes will work effectively. The data generated considers a 50m² area and assigns a risk level (either low, medium or high). The model does not differentiate between properties within the grid square, nor does it predict the depth of any resultant flood (merely the risk of a flood occurring). The RoFRS data does not include flood risk from very small catchments areas as these are not considered reliable for UK-wide flood risk assessments, nor does it consider the potential impacts of climate change on flood risk or provide coverage in Scotland. The assessment is regularly updated and Landmark uses the latest version supplied by RoFRS. Many insurers use RoFRS as a guide to where to offer flood risk insurance cover.

Section 2e of the report includes information relating to records of historical flooding provided by the Environment Agency/Natural Resources Wales. It should be noted that the historical flood event database is not comprehensive. Further details regarding the nature of any historical flood events are not supplied in this report, but can be obtained by contacting your local agency office.

Section 2f of the report provides data relating to the risk of groundwater flooding and is provided by GeoSmart, a leading independent scientific environmental consultancy specialising in water, land and sustainable development. Through research and development, building on their expertise in addressing groundwater flooding issues for the Environment Agency/Natural Resources Wales and other clients in the UK, GeoSmart has developed algorithms and calibrated predictions of the risk of groundwater flooding occurring in England and Wales. This differs from other suppliers of data regarding groundwater flooding which only report on the susceptibility of groundwater flooding. Susceptibility merely has to be identified, whereas risk must be quantified. The resulting data is a 5x5m classification of groundwater flooding risk into four categories (Negligible, Low, Moderate and High). GeoSmart's classifications are based on the level of risk, combining severity and uncertainty that a site will suffer groundwater flooding within a return period of about 100 years.

The data is a general purpose indicative screening tool, and is intended to provide a useful initial view for a wide variety of applications. However, it does not provide an alternative to a site specific assessment, and a detailed risk assessment should be used for any site where the impact of groundwater flooding would have significant adverse consequences.

Section 3: Energy & Infrastructure Findings

The Energy & Infrastructure section has been designed to satisfy standard due-diligence enquiries for residential and commercial sites. It is a limited, desk-based screen - we would recommend purchasing an Argyll Energy & Infrastructure report for further information. The report does not include data on all UK energy and Infrastructure projects, nor does Landmark Information Group make specific information requests of the regulatory authorities for any relevant information they may hold. Therefore, Landmark Information Group cannot guarantee that all land uses or factors of concern will have been identified by the report. Landmark Information Group is unable to comment directly with regards to the potential effect these key energy or infrastructure projects will have on the value of nearby properties. We would recommend contacting an appropriate surveyor who can provide a valuation. While every effort is made to ensure accuracy, Landmark Information Group cannot guarantee the accuracy or completeness of such information or data. We do not accept responsibility for inaccurate data provided by external data providers. For further information regarding the datasets reviewed within our analysis, please contact our customer services team on 0844 844 9966.

Section 5: Radon Findings

Due to the nature of way the information is gathered, your property/site may have more than one probability of radon attributed to it. We report the worst case scenario on the property/site you have provided. This information is an estimate of the probability that a property/site in Great Britain is at or above the "Action Level" for radon (the level at which Public Health England recommends that radon levels should be reduced, those with an average of 200 Bq m⁻³ or more). This information satisfies CON29 Standard Enquiry of Local Authority; 3.13 Radon Gas: Location of the Property in a Radon Affected Area and can also be used to advise house buyers and sellers in Scotland. Where the property/site is a new build, this information provides information on the level of protection required for new buildings under BR211 (Scivyer, 2007) Radon: Guidance on protective measures for new buildings and BR376 (BRE, 1999) Radon: Guidance on protective measures for new dwellings in Scotland.

Disclaimer: "Some of the responses contained in this section are based on data and information provided by the Natural Environment Research Council (NERC) or its component bodies the British Geological Survey (BGS). Your use of any information contained in this report which is derived from or based upon such data and information is at your own risk. Neither NERC, BGS nor Public Health England where applicable, gives any warranty, condition or representation as to the quality, accuracy or completeness of such information and all liability (including liability for negligence) arising from its use is excluded to the fullest extent permitted by law."

Section 6b: Environmental Constraints

The Local Nature Reserves national dataset is "indicative" not "definitive". Definitive information can only be provided by individual local authorities and you should refer directly to their information for all purposes that require the most up to date and complete dataset.

Useful Information

General

If after reading the details in this report regarding the sites identified, you still require further information, please contact the relevant agency or authority indicated in the Useful Contacts section quoting the corresponding reference given in the text of the report.

The contacts in the Useful Contacts section may be able to provide further information relating to items identified in the report, however they are not in a position to advise how these might affect the value of a property. The findings of the report should be discussed with your professional advisor.

The Purpose and Scope of the Report

The report is designed to satisfy the concerns raised by the Law Society warning card and has been prepared to assist conveyancing professionals who may be advising clients when they sell or buy a property, obtain a mortgage, seek further mortgage advice, or commence any building works. It is designed to bring information to their attention and help them decide whether they need to seek any further specialist advice. As the report is so detailed, this information can cause concern, but professional advisors will see that further action is suggested on all issues that have been identified.

Limitations

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Insurance

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- sets out minimum standards which firms compiling and selling search reports have to meet
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- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services

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

TPOs Contact Details:
The Property Ombudsman scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
Web site: www.tpos.co.uk
Email: admin@tpos.co.uk

You can get more information about the PCCB from www.propertycodes.org.uk.

PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE

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.
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time.
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

Complaints should be sent to:

Landmark Information Group Ltd
Landmark UK Property
Imperium
Imperial Way
Reading
RG2 0TD

Tel: 0844 844 9966
Email: helpdesk@landmark.co.uk
Fax: 0844 844 9980

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
Email: admin@tpos.co.uk

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

Milena Mottram
LegalinX
Churchill House
Cardiff
Cardiff
CF10 2HH

NEW LEGAL REQUIREMENT

IF THIS SEARCH RELATES TO A RECENTLY BUILT PROPERTY, NEW WELSH GOVERNMENT LEGISLATION EFFECTIVE FROM 1ST OCTOBER 2012 REQUIRES THAT ANY SEWERS AND LATERAL DRAINS SERVING THE PROPERTY MUST BE SUBJECT TO A SECTION 104 ADOPTION AGREEMENT WITH DWR CYMRU WELSH WATER.

Drainage and Water Enquiry

The information contained within this report refers to the Existing property at:	BRICK COTTAGE, LYONSHALL, KINGTON, HR53HZ
Search report produced by:	Dŵr Cymru Welsh Water P.O. Box 3146 Linea Fortran Road Cardiff CF30 0EH Telephone No. – 0800 917 2652 www.dwrcymru.com www.dwrcymrusearches.com enquiries@dwrcymru.com Water supply - Call 0800 052 0130 Sewerage services - Call 0800 085 3968
Our reference:	2019/9/468652/506406
Your reference:	1419955

The following records were referenced in compiling this search report

Customer Account System
Asset Information System
Water Quality Database

Any enquiries relating to this report should be addressed to our Customer Support Searches Team at the above address. Please quote one of the above references.

Search report produced on: 01/10/2019

Q 1 Interpretation of Drainage and Water Enquiry

Response ***Appendix 1 contains definitions of terms and expressions identified within this report.***

Informative Not Applicable.

Q 2 Enquiries and Responses

Response ***1. The records were searched by Donovan Liam who has no nor not likely to have, any personal or business relationship with any person involved in the sale of the property.
2. This search report was prepared by Donovan Liam who have no nor not likely to have any personal or business relationship with any person involved in the sale of the property.***

Informative For the Residential Drainage & Water Search Complaint Procedure please see Appendix 6.

Q 3 Where relevant, please include a copy of an extract from the public sewer map.

Response ***A copy of an extract from the public sewer map is included in which the location of the property is identified.***

Informative Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.

The company is not responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.

Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any.

Assets other than public sewers may be shown on the copy extract, for information only.

The presence of a public sewer located within the boundary of the property may restrict further development within it.

The sewerage undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the sewerage undertaker or its contractors needing to enter the property to carry out works.

Q 4 Does foul water from the property drain to a public sewer?

Response ***Records indicate that foul water from the property does not drain to a public sewer.***

Informative Water companies are not responsible for any private drains and sewers that connect the property to the public sewerage system, and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility, with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

If foul water does not drain to the public sewerage system the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant.

Q 5 Does surface water from the property drain to a public sewer?

Response ***Records indicate that surface water from the property does not drain to a public sewer.***

Informative Sewerage undertakers are not responsible for private drains and sewers that connect the property to the public sewerage system and do not hold details of these.

The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for

their inspection, repair or renewal.

In some cases, sewerage undertakers' records do not distinguish between foul and surface water connections to the public sewerage system.

If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the sewerage undertaker.

If surface water does not drain to the public sewerage system the property may have private facilities in the form of a soakaway or private connection to a watercourse.

Q 6 **Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?**

Response ***The property is part of an established development and is not subject to an adoption agreement.***

Informative This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer.

Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities.

Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991.

Q 7 **Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?**

Response ***The public sewer map included indicates that there are no public sewers, disposal mains or lateral drains within the boundaries of the property. However, from the 1st October 2011 there are lateral drains and/or public sewers which are not recorded on the public sewer map. For further information please contact Dwr Cymru Welsh Water on Tel: 0800 917 2652.***

Informative The boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public sewer running within the boundary of the property may restrict further development. The company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work.

Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details be checked with the developer, if any. Assets other than public sewers may be shown on the copy extract, for information only.

Q 8 **Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?**

Response ***The public sewer map indicates that there are no public sewers within 30.48 metres (100 feet) of a building within the property. However, from the 1st October 2011 private sewers were transferred into public ownership and may not be recorded on the public sewer map.***

Informative The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer.

The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.

Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer.

Assets other than public sewers may be shown on the copy extract, for information only.

If the public sewer map indicates that there is a public sewer or lateral drain located within the development site, dependant on the actual plot layout(s), these sewers may be within 30.48 metres (100 feet) of a proposed building. It is recommended that investigations are made into the

drainage arrangements of the property as the owner may be liable for repairs to the drainage system.

Q 9 Has a sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?

Response *There are no records in relation to any approval or consultation about plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. However, the sewerage undertaker might not be aware of a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain.*

Informative Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered. From the 1st October 2011 private sewers, disposal mains and lateral drains transferred into public ownership and the sewerage undertaker may not have approved or been consulted about plans to erect a building or extension on the property over or in the vicinity of these.

Q 10 Where relevant, please include a copy of an extract from the map of waterworks.

Response *A copy of an extract of the map of waterworks is included, showing water mains, resource mains or discharge pipes in the vicinity of the property.*

Informative The "water mains" in this context are those which are vested in and maintainable by the water company under statute. The purchaser should carry out a physical inspection of the property. Assets other than public water mains may be shown on the plan, for information only. Water undertakers are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. The presence of a public water main located within the boundary of the property may restrict further development within it. Water undertakers have rights of access to carry out work on their assets, subject to notice (except in the event of an emergency). This may result in employees of the water undertaker or its contractors needing to enter the property to carry out work.

Q 11 Is any water main or service pipe serving or which is proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?

Response *Records confirm that water mains or service pipes serving the property are not the subject of an existing adoption agreement or an application for such an agreement.*

Informative This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to the mains water supply.

Q 12 Who are the sewerage and water undertakers for the area?

Response *The sewerage undertaker is Dwr Cymru Cyfyngedig, Pentwyn Road, Nelson, Treharris, CF46 6LY and the water undertaker is Dwr Cymru Cyfyngedig, Pentwyn Road, Nelson, Treharris, CF46 6LY.*

Informative Not applicable.

Q 13 Is the property connected to mains water supply?

Response *Records indicate that the property is not connected to mains water supply and water is therefore likely to be provided by virtue of a private supply.*

Informative Details of private supplies are not kept by the water undertaker. The situation regarding sources of supply and supply arrangements should be checked with the current owner of the property and a physical inspection should be carried out.

Q 14 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?

Response ***The map of waterworks does not indicate any water mains, resource mains or discharge pipes within the boundaries of the property.***

Informative The boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public water main within the boundary of the property may restrict further development within it. Water companies have statutory rights of access to carry out work on their assets, subject to notice (except in the event of an emergency). This may result in employees of the company or its contractors needing to enter the property to carry out work. If the map of waterworks indicates that there is a public water main drain located within the development site, dependant on the actual plot layout(s), protection measures and/or diversion of these water mains may be required and agreed with the water undertaker.

Q 15 What is the current basis for charging for sewerage and water services at the property?

Response ***Records indicate that charges are not currently levied in respect of the property and it is not connected for sewerage and water services.***

Informative Water and sewerage undertakers' full charges are set out in their charges schemes which are available from the company free of charge upon request. It is policy to meter all new water connections - this would result in charges being levied according to the measured tariff. The water undertaker may install a meter at the premises where a buyer makes a change of use of the property. The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a water or sewerage company. Details are available from the Office of Water Services (OFWAT) at www.ofwat.gov.uk

Q 16 Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?

Response ***There will be no change in the current charging arrangements as a consequence of a change of occupation.***

Informative Water and sewerage undertakers' full charges are set out in their charges schemes which are available from the company free of charge upon request. It is policy to meter all new water connections this would result in charges being levied according to the measured tariff. The water undertaker may install a meter at the premises where a buyer makes a change of use of the property.

Q 17 Is a surface water drainage charge payable?

Response ***Records confirm that a surface water drainage charge is not payable for the property.***

Informative Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable. Where surface water charges are payable but upon inspection the buyer finds that the property is not connected to the public sewerage system, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the sewerage undertaker. The charge for unmeasured surface water drainage for 2016-2017 is £50. The charge for measured surface water drainage is included in the volumetric

rate charged for measured sewerage and is therefore dependant upon the volume used by each customer. For 2016-2017, If the premises is connected for surface water the sewerage volumetric rate will be £1.6494 p/m³ for Households and £1.6908 p/m³ for Non-Households. If the premises is not connected then the sewerage volumetric rate will be £1.3051 p/m³ for Households and £1.3465 p/m³ for Non-Households. Where the enquiry relates to a plot of land or development site, it is recommended that the charging proposals are checked with the developer.

Q 18 Please include details of the location of any water meter serving the property.

Response ***Records indicate that the property is not served by a water meter.***

Informative Where the property is not served by a meter and the customer wishes to consider this method of charging they should contact the appropriate water company. Where the enquiry relates to a plot of land or development site, it is recommended that the charging proposals are checked with the developer.

Q 19 Who bills the property for sewerage services?

Response ***The property is not billed for sewerage services.***

Informative Where the enquiry relates to a plot of land or development site, it is recommended that the charging proposals are checked with the developer.

Q 20 Who bills the property for water services?

Response ***The property is not billed for water services.***

Informative This is the water undertaker to notify the change of occupant to, on completion of sale. Where the enquiry relates to a plot of land or development site, it is recommended that the charging proposals are checked with the developer.

Q 21 Is the dwelling-house which is or forms part of the property at risk of internal flooding due to overloaded public sewers?

Response ***The property is not recorded as being at risk of internal flooding due to overloaded public sewers. From the 1st October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership. It is therefore possible that a property may be at risk of internal flooding due to an overloaded public sewer which the sewerage undertaker is not aware of. For further information it is recommended that enquiries are made of the vendor.***

Informative A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.

"Internal flooding" from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.

"At Risk" properties are those that the water company is required to include in the Regulatory Register that is reported annually to the Director General of Water Services. These are defined as properties that have suffered or are likely to suffer internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company's reporting procedure.

Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the at Risk register.

Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Company.

Public Sewers are defined as those for which the Company holds statutory responsibility under the

Water Industry Act 1991.

It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excludes flooding from private sewers and drains and the Company makes no comment upon this matter.

The Purchaser should also make enquiries with the seller.

Where the enquiry relates to a plot of land or development site, the sewerage undertaker is not obliged to hold records of flooding.

Q 22 **Is the property at risk of receiving low water pressure or flow?**

Response ***Records confirm that the property is not recorded on a register kept by the water undertaker as being at risk of receiving low water pressure or flow.***

Informative The boundary of the property has been determined by reference to the Ordnance Survey record. "Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal.

Water undertakers are required to include in the Regulatory Register that is reported annually to the Director General of Water Services, properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level).

The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap. The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap. The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap is appropriate.

For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing handbook.

Allowable exclusions:

The water undertaker is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply.

Abnormal demand:

This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected. Water undertakers should exclude from the reported DG2 figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year water undertakers may exclude, for each property, up to five days of low pressure caused by peak demand.

Planned maintenance:

Water undertakers should not report under DG2 low pressures caused by planned maintenance. It is not intended that companies identify the number of properties affected in each instance. However, water undertakers must maintain sufficiently accurate records to verify that low pressure incidents that are excluded from DG2 because of planned maintenance are actually caused by maintenance.

One-off incidents:

This exclusion covers a number of causes of low pressure; mains bursts; failures of company equipment (such as PRVs or booster pumps); firefighting; and action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

Low pressure incidents of short duration:

Properties affected by low pressures which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded from the reported DG2 figures.

The buyer should also make enquiries with the seller.

Q 23 **Please include details of a water quality analysis made by the water undertaker for the water supply zone in respect of the most recent calendar year.**

Response ***The analysis confirmed that all tests met the standards prescribed by the 2000 Regulations***

or the 2001 Regulations.

Informative Drinking water quality in England and Wales is regulated by the Government through the Drinking Water Inspectorate (DWI). Drinking Water Supplies are of a very high standard and the legal requirements are set out in the Water Supply (Water Quality) Regulations 2001 (Wales).

Last year Dwr Cymru Welsh Water carried out over 100,000 water quality tests of which 99.9% showed that the drinking water produced by Welsh Water met the required standards.

Each Water Quality Zone covers a population of up to 100,000, sampling address are generated on a random basis. Distribution sampling is conducted to assess the quality of drinking water throughout Dwr Cymru Welsh Water's distribution network and not as an indicator of the condition of an individual property. Therefore Dwr Cymru Welsh Water will not disclose the sampled address.

If you have specific concerns regarding an individual property relating to water quality (e.g. Lead) then we would suggest you instruct your surveyor accordingly.

Some standards relate to the appearance of the water rather than to health. Where a standard has been set for health reasons, this is normally based on a lifetime exposure and there is a wide margin of safety. It should also be noted that most failures are of short duration and are satisfactory on resample.

All exceedences of the regulatory standard are reported to the Drinking Water Inspectorate along with details of any remedial work undertaken.

Q 24 Please include details of any departures authorised by the Secretary of State under Part 6 of the 2000 Regulations from the provisions of Part 3 of those Regulations; or authorised by the National Assembly for Wales under Part 6 of the 2001 Regulations from the provisions of Part 3 of those Regulations.

Response ***There are no such authorised departures for the water supply zone***

Informative Authorised departures are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health.
Please contact your water undertaker if you require further information.

Q 25 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works

Response ***The nearest sewage treatment works is 2208.8 m to the SE of the property. The name of the nearest sewage treatment works is kington .***

Informative The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated. The sewerage undertaker's records were inspected to determine the nearest sewage treatment works. It should be noted therefore that there may be a private sewage treatment works closer than the one detailed above that have not been identified.

Appendix 1 - General Interpretation

1. In this Schedule-

"the 1991 Act" means the Water Industry Act 1991(a);

"the 2000 Regulations" means the Water Supply (Water Quality) Regulations 2000(b);

"the 2001 Regulations" means the Water Supply (Water Quality) Regulations 2001(c);

"adoption agreement" means an agreement made or to be made under section 51A(1) or 104(1) of the 1991 Act(d);

"bond" means a surety granted by a developer who is a party to an adoption agreement;

"bond waiver" means an agreement with a developer for the provision of a form of financial security as a substitute for a bond;

"calendar year" means the twelve months ending with 31st December;

"discharge pipe" means a pipe from which discharges are made or are to be made under section 165(1) of the 1991 Act;

"disposal main" means (subject to section 219(2) of the 1991 Act) any outfall pipe or other pipe which—
(a) is a pipe for the conveyance of effluent to or from any sewerage disposal works, whether of a sewerage undertaker or of any other person; and
(b) is not a public sewer;

"drain" means (subject to section 219(2) of the 1991 Act) a drain used for the drainage of one building or of any buildings or yards appurtenant to buildings within the same curtilage;

"effluent" means any liquid, including particles of matter and other substances in suspension in the liquid;

"financial year" means the twelve months ending with 31st March;

"lateral drain" means—

(a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or

(b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under section 102 of the 1991 Act or in an agreement made under section 104 of that Act(e);

"licensed water supplier" means a company which is the holder for the time being of a water supply licence under section 17A(1) of the 1991 Act(f);

"maintenance period" means the period so specified in an adoption agreement as a period of time—

(a) from the date of issue of a certificate by a sewerage undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that undertaker's satisfaction; and

(b) until the date that private sewer or lateral drain is vested in the sewerage undertaker;

"map of waterworks" means the map made available under section 198(3) of the 1991 Act(g) in relation to the information specified in subsection (1A);

"private sewer" means a pipe or pipes which drain foul or surface water, or both, from premises, and are not vested in a sewerage undertaker;

"public sewer" means, subject to section 106(1A) of the 1991 Act(h), a sewer for the time being vested in a sewerage undertaker in its capacity as such, whether vested in that undertaker—

(a) by virtue of a scheme under Schedule 2 to the Water Act 1989(i);

(b) by virtue of a scheme under Schedule 2 to the 1991 Act(j);

(c) under section 179 of the 1991 Act(k); or

(d) otherwise;

"public sewer map" means the map made available under section 199(5) of the 1991 Act(l);

"resource main" means (subject to section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of—

- (a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or
- (b) giving or taking a supply of water in bulk;

"sewerage services" includes the collection and disposal of foul and surface water and any other services which are required to be provided by a sewerage undertaker for the purpose of carrying out its functions;

"sewerage undertaker" means the company appointed to be the sewerage undertaker under section 6(1) of the 1991 Act for the area in which the property is or will be situated;

"surface water" includes water from roofs and other impermeable surfaces within the curtilage of the property;

"water main" means (subject to section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a person other than the water undertaker, which is used or to be used by a water undertaker or licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the undertaker or supplier, as distinct from for the purpose of providing a supply to particular customers;

"water meter" means any apparatus for measuring or showing the volume of water supplied to, or of effluent discharged from any premises;

"water supplier" means the company supplying water in the water supply zone, whether a water undertaker or licensed water supplier;

"water supply zones" in relation to a calendar year means the names and areas designated by a water undertaker within its area of supply that are to be its water supply zones for that year; and

"water undertaker" means the company appointed to be the water undertaker under section 6(1) of the 1991 Act for the area in which the property is or will be situated.

2. In this Schedule, references to a pipe, including references to a main, a drain or a sewer, shall include references to a tunnel or conduit which serves or is to serve as the pipe in question and to any accessories for the pipe.

Note:

- (a) 1991 c. 56
- (b) S.I. 2000/3184. These Regulations apply in relation to England.
- (c) S.I. 2001/3911. These Regulations apply in relation to Wales.
- (d) Section 51A is inserted by section 92(2) of the Water Act 2003 (c.37). Section 104(1) is amended by section 96(4) of that Act.
- (e) To which there are various amendments made to sections 102 and 104 by section 96 of the Water Act 2003.
- (f) Inserted by section 56 of and Schedule 4 to the Water Act 2003.
- (g) Subsection (1A) is inserted by section 92(5) of the Water Act 2003.
- (h) Section 106(1A) is inserted by section 99 of the Water Act 2003.
- (i) 1989 c.15.
- (j) To which there are various amendments made by section 101(1) of and Schedule 8 to the Water Act 2003.
- (k) To which there are various amendments made by section 101(1) of and Schedule 8 to the Water Act 2003.
- (l) Section 199 is amended by section 97(1) and (8) of the Water Act 2003.

Appendix 2 – DRAINAGE & WATER ENQUIRY (RESIDENTIAL) TERMS AND CONDITIONS

The Customer, the Client and the Purchaser are asked to note these terms, which govern the basis on which this drainage and water report is supplied

Definitions

'Company' means Dwr Cymru Cyf who produces the Report.

'Order' means any request completed by the Customer requesting the Report.

'Report' means the drainage and/or water report prepared by The Company in respect of the Property.

'Property' means the address or location supplied by the Customer in the Order.

'Customer' means the person, company, firm or other legal body placing the Order, either on their own behalf as Client, or, as an agent for a Client.

'Client' means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property.

'Purchaser' means the actual or potential purchaser of an interest in the Property including the mortgage lender.

Agreement

1. The Company agrees to supply the Report to the Customer and to allow it to be provided to the Client and the Purchaser subject, in each case, to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. Where the Customer is acting as an agent for the Client then the Customer shall be responsible for bringing these terms to the attention of the Client.

1.1 The Customer, the Client and Purchaser agree that the placing of an Order for a Report and the subsequent provision of a copy the Report to the Purchaser indicates their acceptance of these terms.

The Report

2. Whilst The Company will use reasonable care and skill in producing the Report, it is provided to the Customer, the Client and Purchaser on the basis that they acknowledge and agree to the following:-

2.1 The information contained in the Report can change on a regular basis so The Company cannot be responsible to the Customer, the Client and Purchaser for any change in the information contained in the Report after the date on which the Report was first produced and sent to the Customer.

2.2 The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.

2.3 The information contained in the Report is based upon the accuracy of the address and plan supplied to the Company.

2.4 The Report provides information as to the location & connection of existing services and other information in relation to drainage and water enquiries and should not be relied on for any other purpose. The Report may contain opinions or general advice to the Customer, the Client and Purchaser which The Company cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.

2.5 The position and depth of apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only, and no warranty as to its correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of The Company's apparatus.

Liability

3. The Company shall not be liable to the Customer, the Client and Purchaser for any failure defect or non-performance of its obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond The Company's reasonable control or the acts or omissions of any party for whom The Company are not responsible.

3.1 Where a report is requested for an address falling within a geographical area where two different Companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by either Company will remain with that Company in respect of the accuracy of the information supplied. A Company supplying information which has been provided to it by another Company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the Company from which the information was obtained.

3.2 The Report is produced for use in relation to individual domestic property transactions and cannot be used for commercial developments of domestic properties or commercial properties for intended occupation by third parties.

3.3 The Company shall accept liability for death or personal injury arising from its negligence but in any other case, the Company's liability for negligence shall be limited to £5000.00. Such liability will be met by the Company or its insurers and the Company has and will maintain an appropriate contract of insurance.

Copyright and Confidentiality

4. The Customer, the Client and Purchaser acknowledge that the Report is confidential and is intended for the personal use of the Client and Purchaser. The copyright and any other intellectual property rights in the Report shall remain the property of The Company. No intellectual or other property rights are transferred or licensed to the Customer, the Client or the Purchaser except to the extent expressly provided.

4.1 The Customer or Client is entitled to make copies of the Report but may only copy the Ordnance Survey mapping or data contained in the, or attached to the Report, if they have an appropriate licence from the originating source of that mapping or data.

4.2 The Customer, the Client and Purchaser agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.

4.3 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.

4.4 The Customer, the Client and Purchaser agree on a joint and several basis to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by either of them of the terms of paragraphs 4.1 to 4.4 inclusive.

Payment

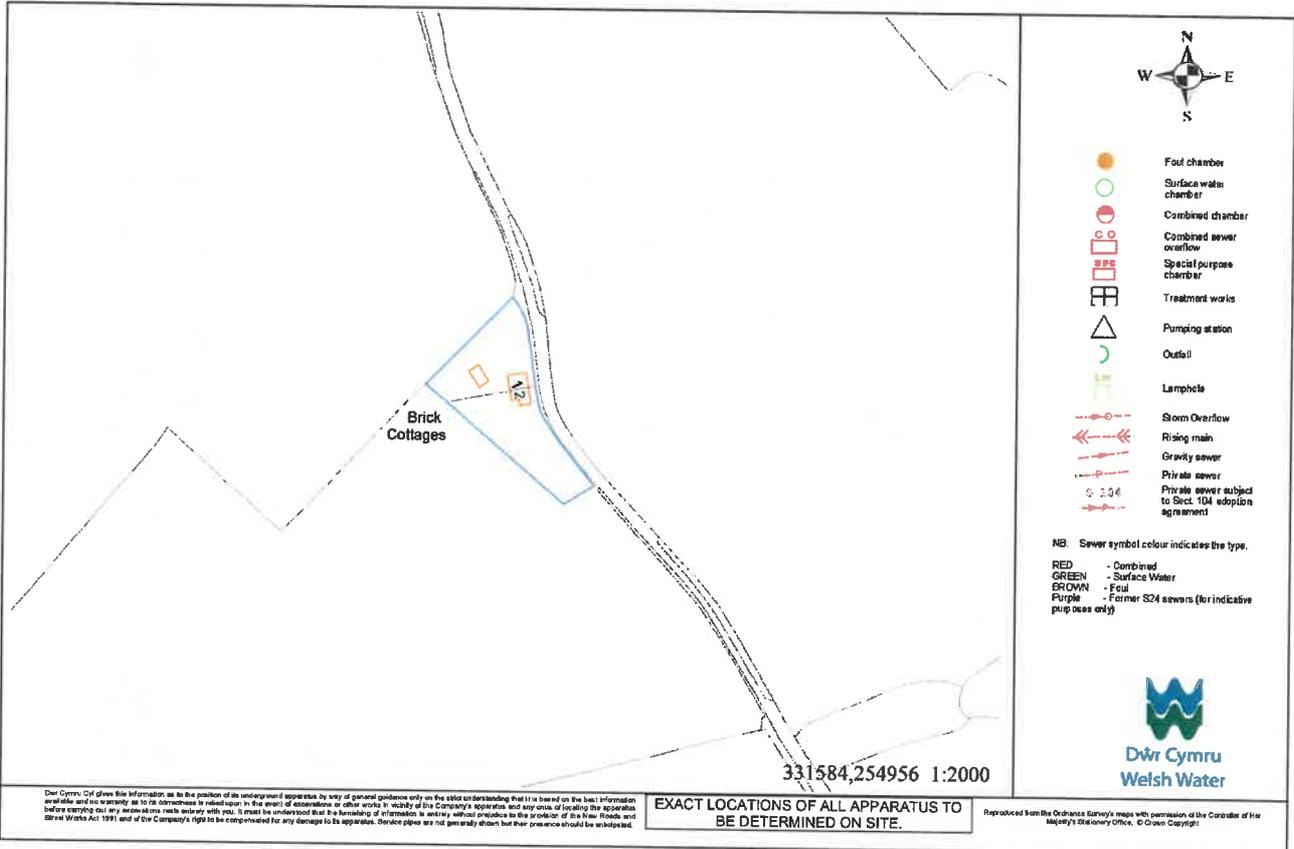
5. Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by The Company, without any set off, deduction or counterclaim. Unless the Customer or Client has an account with The Company for payment for Reports, The Company must receive payments for Reports in full before the Report is produced. For Customers or Clients with accounts, payment terms will be as agreed with The Company.

General

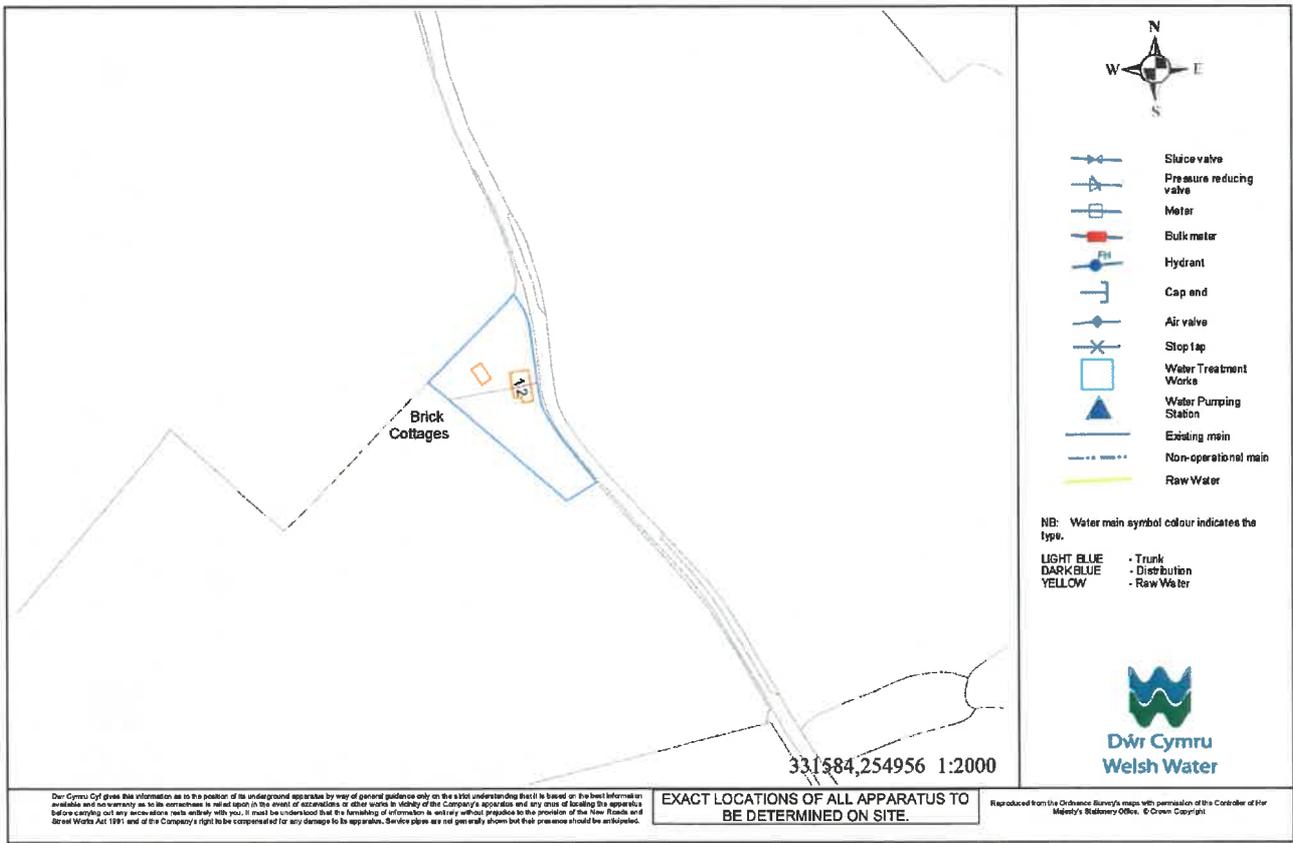
6. If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.

- 6.1 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
- 6.2 Nothing in these terms and conditions shall in any way restrict the Customer, the Clients or the Purchasers statutory or any other rights of access to the information contained in the Report.
- 6.3 We may disclose personal data you provide about yourself, or your clients, to other companies within our group in accordance with Data Protection Act 1998 and other applicable laws. We will analyse and utilise any information we collect so that we are able to correctly administer, develop and improve our business and services.
- 6.4 The terms and conditions may be enforced by the Customer, the Client and Purchaser.

BRICK COTTAGE, LYONSHALL, KINGTON, HR53HZ
Appendix 3 - Extract of the Public Sewer Map for the area surrounding the property/plot [01/10/2019]



Appendix 4 - Extract of the Public Water Map for the area surrounding the property/plot [01/10/2019]



Appendix 5 – Additional Information

Additional information not required

Appendix 6 – Residential Drainage & Water Search Complaint Procedure

The Law Society endorses the use of a residential drainage and water enquiry on all occasions where a property is being sold. With our unique knowledge of the water industry, Dwr Cymru Welsh Water is best placed to identify any risks relating to the location and ownership of public water mains and sewers within our operational area, before property purchases are completed.

Should you wish to contact us about the service provided then our preferred method of dealing with your complaint is by telephone during office hours, Monday – Friday 09.00am – 4.30pm, tel no. 0800 917 2652. We will always aim to deal with your telephone complaint the first time you call us, however, if that isn't possible, we will advise you on how soon we can respond.

If you are not happy with our initial response, we will advise you to write to us at Dwr Cymru Welsh Water's Developer Services, P.O. Box 3146, Linea, Fortran Road, Cardiff, CF30 0EH or email us at searches@dwrcymru.com outlining the reasons for your complaint.

We will investigate and research the matter in detail and provide a written substantive response within 10 working days of receipt of your written complaint.

If you remain dissatisfied with the response you have received, or the way your complaint was handled, you can ask for a Director to carry out a formal review of your complaint. To do this, please contact Head of Customer Relations, Dwr Cymru Welsh Water, P.O. Box 8, Nelson, CF46 6YH.

A response from a director will be sent within 10 working days. If we have fully reviewed your complaint and you remain dissatisfied, you can refer your complaint to the Consumer Council for Water. This is an independent body which represents customers' interests and investigates complaints. Their address is Consumer Council for Water Wales, Room 140 Caradog House, 1-6 St Andrews Place, Cardiff, CF10 3BE.



STEWART TITLE LIMITED
6 Henrietta Street, 3rd Floor, Covent Garden,
London WC2E 8PS

NO SEARCH CHANCEL REPAIR INDEMNITY
BLOCK POLICY(PURCHASE AND REMORTGAGE IN PERPETUITY)

Policyholder: BRICK COTTAGES, JACK'S DITCH LANE, ELSDON KINGTON,
HEREFORDSHIRE, HR5 3HZ

Policy Number: CRIP/0351/125967

Policy Date: 19/09/2019

This Block Policy of Insurance is granted to the Policyholder under which cover will be granted to the Insured in accordance with the details provided by the Policyholder in the Bordereau. Cover is subject to the Terms and Conditions and Exclusions of this Block Policy, and any Memoranda endorsed on the Policy. This policy is effective from the Policy Date and continues until terminated. Cover to the Insured is granted from the Effective Date as specified in the Bordereau.

Signed for and on behalf of
STEWART TITLE LIMITED

A handwritten signature in black ink, appearing to read "John M. Lush".

Authorised Signatory

DEFINITIONS:

In this policy the words and phrases listed below shall have the following meanings:-

Adverse Entry:	In respect of a Property in England & Wales any entry in a search of the Public Records Office and/or the National Archives L1 ('Chancel Repair Search') which would have disclosed that a Chancel Repair Liability was registered against the Property had such a search been carried out prior to the Effective Date.
Bordereau:	The form prescribed by the Company (as amended from time to time) completed by the Policyholder containing details of the transaction covered.
Borrower:	The party named as such in the Mortgage Deed and in the Bordereau.
Buyer:	The person(s), corporate or incorporate body, named in the exchanged Contract as the initial buyer of the Property and named as such in the Bordereau.
Chancel Repair Liability	The liability of the Insured to contribute towards the cost of repairs to the area of a church defined as the chancel.
Company:	Stewart Title Limited whose Registered Office is at 6 Henrietta Street, 3 rd Floor, Covent Garden, London WC2E 8PS Registered in England No: 2770166.
Completion:	Completion of the purchase of the Property by the Buyer.
Contract:	The Contract for the purchase of the Property between the Buyer and a seller.
Date of Mortgage:	The date on which the initial Mortgage Advance is made by the Lender to the Borrower as detailed in the Bordereau.
Effective Date:	The date referred to in the Bordereau being in a purchase transaction the date of exchange of the Contract between the Buyer and a seller, in a remortgage the Date of Mortgage between the Borrower and the Lender.
Insured:	In a purchase transaction the Buyer and, (where there is a contemporaneous purchase and mortgage), the Lender, together with the Buyer's successors in title and their mortgagees. In a remortgage transaction the Lender together with the Lender's successors in title under the Mortgage Deed.
Knowledge:	Actual knowledge not imputed by statute.

Lender:	The Lender named in the Bordereau.
Maximum Liability:	the costs and expenses incurred from the liability of the Insured for Chancel Repair Liability up to a maximum of the purchase price of the Property at the Effective Date or in a remortgage scenario the amount of the Mortgage Advance as at the Effective Date up to a maximum of £1,000,000 for any one Property.
Mortgage Advance:	The loan granted by the Lender to the Borrower.
Mortgage Deed:	The Deed of Mortgage or Legal Charge, made between the Buyer/Borrower and the Lender by which the Mortgage Advance is secured on the Property.
Property:	Each residential dwelling or part thereof situated in England or Wales the address of which is stated in the Bordereau.

COVER:

Where the Insured notifies the Company of a claim made by a Parochial Church Council or the representative body of the Church of Wales in respect of a Chancel Repair Liability the Company will indemnify the Insured against

- a. Any costs and expenses arising from a liability for Chancel Repair Liability
- b. Any costs and expenses which the Company requires the Insured to expend in mitigating the effect of a real or potential Chancel Repair Liability

Subject to the Insured's compliance with the Warranties, Conditions and Exclusions of this policy so far as they can apply and Provided Always that the liability of the Company shall not exceed the Maximum Liability and provided further that where there is more than one party insured payment to one party shall extinguish the liability of the Company under this policy to the other and the Company will make payment to a buyer or a borrower only after receipt of a lender's consent to such payment being made.

Where, in a purchase transaction, more than one person is a buyer, the Company will indemnify the survivor(s) of them and/or the Personal Representatives of the buyer subject as above.

EXCLUSIONS:

The Company shall not be liable to indemnify the Insured:

- a) where the Property is not an existing residential dwelling in England or Wales
- b) where the Insured, the Insured's agents or legal advisors or anyone acting on the Insured's behalf has made or makes an application to the Land Registry for the registration of the Chancel Repair Liability under the Land Registration Act 2002
- c) for loss or damage to the chancel arising directly or indirectly from any act of war or terrorism.
- d) for the cost of repairs to any area of a church other than the chancel.
- e) for the cost of improvements to the chancel.

WARRANTIES:

It is warranted by the Insured that:

- a. As at the Effective Date neither the Insured nor their legal representative has Knowledge of any matter which may give rise to a claim under the policy either because they have carried out a full chancel repair search or otherwise;
- b. As at the Effective Date there is no real or potential Chancel Repair Liability registered against the title to the Property either at the Land Registry where title is registered or on any unregistered title to the Property;
- c. Neither the Insured nor its legal representative has written to any body capable of enforcing a Chancel Repair Liability or commissioned a third party to write to such a body;

CONDITIONS:

1. The Insured shall notify the Company immediately of any notification of Chancel Repair Liability which comes to its attention and shall co-operate fully with all reasonable requests of the Company for information and documentation and shall, at the expense of the Company, take any action required by the Company to mitigate any loss or potential loss arising as a result of Chancel Repair Liability.
2. The Insured shall not disclose the existence of this policy to anyone other than its prospective mortgagees and legal advisors or to any prospective successor in title, its mortgagees or its legal advisors without the prior written consent of the Company.
3. The Insured must not make any admission of liability, offer to settle any claim made or incur any costs or expenses without the prior written consent of the Company.
4. The Company shall be entitled to inspect the files and records of the Policyholder, the Insured and the Insured's legal representatives relating to the cover provided by this policy and those parties shall afford to the Company all reasonable assistance in this respect.
5. It is a condition precedent to any liability of the Company to make payment under the policy that the Insured has observed the Warranties and Conditions of the policy as they apply to them and that statements, answers and information supplied to the Company are true.
6. This policy and the Bordereau shall be read together as one document and any word or expression defined herein shall bear the same meaning wherever it shall appear.
7. If the Insured knowingly makes a claim which is false or fraudulent in any respect the policy shall become void with immediate effect.
8. This policy does not cover any loss which at the time of the loss is insured by (or would be insured by but for the existence of this policy) any other policy of insurance, whether effected by the Insured or by another party, other than any

excess beyond the amount which would have been payable under such other policy had this insurance not been effected.

9. Either the Policyholder or the Company may terminate this policy by giving to the other one calendar month's notice in writing. All cover effected up to the date of termination will continue in full force and effect.

SUBROGATION UPON PAYMENT OR SETTLEMENT:

Whenever the Company shall have settled or paid a claim under this policy, all rights of subrogation shall vest in the Company unaffected by any act of the Insured. The Company shall be subrogated to and be entitled to all rights and remedies that the Insured would have had against any person or property in respect of the claim had this policy not been issued. The Insured shall, as soon as reasonably practicable after being requested in writing by the Company to do so, permit the Company to institute in the Insured's name any litigation required by the Company against any person, firm or company including without limitation the institution of any appeal against any Order made in such litigation.

COMPLAINTS PROCEDURE:

Any enquiry or complaint you may have regarding this insurance may be addressed to:-

**Stewart Title Limited
6 Henrietta Street, 3rd Floor, Covent Garden,
London WC2E 8PS
Telephone: 020 7010 7820**

If you are still dissatisfied with the way in which a complaint has been dealt with, you may contact the Financial Ombudsman Service for assistance whose address is:-

**Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR**

**STEWART TITLE LIMITED
ADMINISTRATION NOTES
NO SEARCH CHANCEL REPAIR INDEMNITY
BLOCK POLICY (PURCHASE AND REMORTGAGE)**

1. Please note the terms of the policy and Key Facts provided with these instructions.

1. 2. Within fourteen days of the month end you will send direct to Stewart Title a bordereau of transactions for the month using the excel template provided (ie, send bordereau for January transactions after 31 January, but by the 14th day of February). Kindly forward via email to StHughes@stewart.com. Once processed, an invoice will be issued via email which can be paid either by cheque made payable to **Stewart Title Limited** or via BACS to:

HSBC Bank plc
16 King Street, Covent Garden,
London WC2E 8JF
Account Name: Stewart Title Limited Premium Collection Account
Sort Code: 40-04-09
Account number: 32024225
Ref: CRIP/0351/125967

3. All correspondence to be sent to:-

**Stewart Title Limited,
6 Henrietta Street, 3rd Floor,
Covent Garden,
London WC2E 8PS**

Tel. 020 7010 7820.

4. The standard premium will be:

£9.45 Up to £1,000,000.00

Additional premium will be charged where the insured sum is greater than £1,000,000.00. Please contact us 48 hours prior to completion for a personal quotation.

If you have any queries at all please call us on 020 7010 7820.