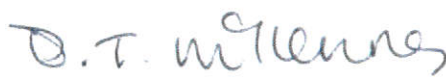


Local Authority Search Report

Prepared by: PPSEARCHES		Requested by (Client): LLOYDS COOPER LLP	
Address Address Town/City Post Code	Bryngarth Lodge Much Birch Hereford HR2 8HJ	Address Address Town/City Post Code	28 South Street Leominster HR6 8JB
Report date:	30/03/16	Date received:	23/03/16
Reference:	LC2192	Reference:	JH.956M
Address of the Land / Property:		This report has been prepared in conjunction with:	
UPRN Name Number Street Locality Town/Village County Post Code	GRANSFIELD COTTAGE and LAND KIMBOLTON LEOMINSTER HEREFORDSHIRE HR6 0ET	Name Address Address Town/City Post Code	
This report has been prepared following a search of the property related information held by the local authority including, for example, the local land charges register, the planning register and highways data. Copies of the records can be obtained direct from the local authority:			
Name Address Address Town/City Post Code	Herefordshire Council Town Hall St Owen Street Hereford HR1 2PJ		
Signed: 			
On behalf of: PPSEARCHES LLP			



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Register of Local Land Charges

Number	Description	Reference	Registration Date
	PART 3B: Other Planning Charges		
1.1	The County of Hereford (Area of Special Control of Advertisements) Order 1965 dated 19/08/65	83	27/08/80

Planning Department and other Register Entries (from 01/08/77)

Number	Description	Reference	Decision / Date
	There are no entries in the planning register		
	Building Regulations (from 01/07/02):		
2.1	HETAS Scheme – Lounge and dry room heater / stove, twin wall flexible liner	09/5363/CPS	17/01/09

Applications accepted with conditions (AC) are normally recorded in the Land Charges Register under PART 3B: Other Planning Charges

Additional Information / Optional Enquiries

Q5. PUBLIC PATHS OR BYWAYS	
5.1 Is any public path, bridleway or road used as a public path or byway which abuts on, or crosses the property shown in a definitive map or revised definitive map prepared under Part IV of the National Parks and Access to the Countryside Act of 1949 or Part III of the Wildlife and Countryside Act 1981?	YES
5.2 If so, please mark its approximate route on the attached plan.	Plan attached
Q9. PIPELINES	
Has a map been deposited under s.35 of the Pipelines Act 1962, or Schedule 7 of the Gas Act 1986, showing a pipeline laid through, or within 100 feet (30.48 metres) of the property?	NO
Q22. REGISTERED COMMON LAND AND TOWN OR VILLAGE GREENS	
22.1 Is the property, or any land which abuts the property, registered common land or town or village green under the Commons Registration Act 1965 or the Commons Act 2006?	NO
22.2 If there are any entries, how can copies of the matters registered be obtained and where can the register be inspected?	n/a

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1.	PLANNING AND BUILDING REGULATIONS	
1.1	Planning and Building Decisions and 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:	
(a)	planning permission	None revealed
(b)	listed building consent	None revealed
(c)	conservation areas consent	None revealed
(d)	certificates of lawfulness of existing use or development	None revealed
(e)	certificates of lawfulness of proposed use or development	None revealed
(f)	building regulation approval	None revealed
(g)	building regulation completion certificate and	None revealed
(h)	any building regulations certificate or notice issued in respect of work carried out under a competent person self certification scheme?	See page 2 of this report
1.2	Planning Designations and Proposals	
	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?	The Herefordshire Local Plan Core Strategy 2011 – 2031 (Adopted October 2015): Housing Market Area (H1-2, RA1-2).
2.	ROADS	
	Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are:	
(a)	highways maintainable at public expense	The highway abutting the property (U94213) is maintained.
(b)	subject to adoption and supported by a bond or bond waiver	Not applicable
(c)	to be made up by a local authority who will reclaim the cost from the frontagers or	Not applicable
(d)	to be adopted by a local authority without reclaiming the cost from the frontagers?	Not applicable
3.	OTHER MATTERS	
3.1	Land required for Public Purposes	
	Is the property included in land required for public purposes?	NO
3.2	Land to be acquired for Road Works	
	Is the property included in land required for road works?	NO
3.3	Drainage Agreements and Consents	
	Do either of the following exist in relation to the property:	Please refer to the Drainage and Water Report from Welsh Water
(a)	An agreement to drain buildings in combination into an existing sewer by means of a private sewer or	
(b)	An agreement or consent for (i) a building or (ii) and extension to a building on the property, to be built over or in the vicinity of a drain, sewer or disposal main?	
3.4	Nearby Road Schemes	
	Is the property (or will it be) within 200m of any of the following?	
(a)	the centre line of a new trunk road or special road specified in any order, draft order or scheme	NO
(b)	the centre line of a proposed alteration or improvement to an existing road, involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway	NO
(c)	the outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) the construction of a roundabout (other than a mini roundabout) or (ii) widening by the construction of one or more additional traffic lanes, or	NO
(d)	the outer limits of (i) construction of a new road to be built by a local authority, (ii) an improved alteration or improvement to an existing road involving construction of	NO

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	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.	
(e)	the centre line of the proposed route of a new road under proposals published for public consultation, or	NO
(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?	NO
3.5	Nearby Railway Schemes	
	Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?	NO
3.6	Traffic Schemes	
	Has the local authority approved but not yet implemented any of the following for the roads, footways and footpaths (named in Box B) which abut the boundaries of the property:	NO
(a)	permanent stopping up or diversion	
(b)	waiting or loading restrictions	
(c)	one way driving	
(d)	prohibition of driving	
(e)	pedestrianisation	
(f)	vehicle width or weight restriction	
(g)	traffic calming works including road humps	
(h)	residents parking controls	
(i)	minor road widening or improvement	
(j)	pedestrian crossings	
(k)	cycle tracks or	
(l)	bridge building?	
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:	None registered
(a)	building works	
(b)	environment	
(c)	health and safety	
(d)	housing	
(e)	highways, or	
(f)	public health?	
3.8	Contravention of Building Regulations	
	Has the local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations?	NO
3.9	Notices, Orders, Directions and Proceedings under Planning Acts	
	Do any of the following subsist in relation to the property, or has the local authority decided to issue, serve, make or commence any of the following:	NO
(a)	an enforcement notice	
(b)	a stop notice	
(c)	a listed building enforcement notice	
(d)	a breach of condition notice	
(e)	a planning contravention notice	
(f)	another notice relating to breach of planning control	
(g)	a listed building repairs notice	
(h)	in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation	
(i)	a building preservation notice	
(j)	a direction restricting permitted development	

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(k)	an order revoking or modifying planning permission	
(l)	an order requiring discontinuance of use or alteration or removal of building or works	
(m)	a tree preservation order, or	
(n)	proceedings to enforce a planning agreement or planning contribution?	
3.10	Conservation Area	
	Do the following apply in relation to the property:	NO
(a)	the making of a Conservation Area before 31 August 1974, or	
(b)	an unimplemented resolution to designate the area a Conservation Area?	
3.11	Compulsory Purchase	
	Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	None registered
3.12	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):	<p>The register maintained under s.78R(1) of the Environmental Protection Act 1990 is currently being compiled.</p> <p>However, Herefordshire Council has confirmed that there are no entries in the register relating to this property.</p> <p>Please also refer to the enclosed Sitecheck Data Environmental Report.</p>
(a)	a contaminated land notice	
(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	
(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?	
3.13	Radon Gas	
	Do records indicate that the property is in a 'Radon Affected Area' as identified by the Health Protection Agency?	The property is in an area in which 1-3% of homes are above the 'Radon Action Level'.

End of Report

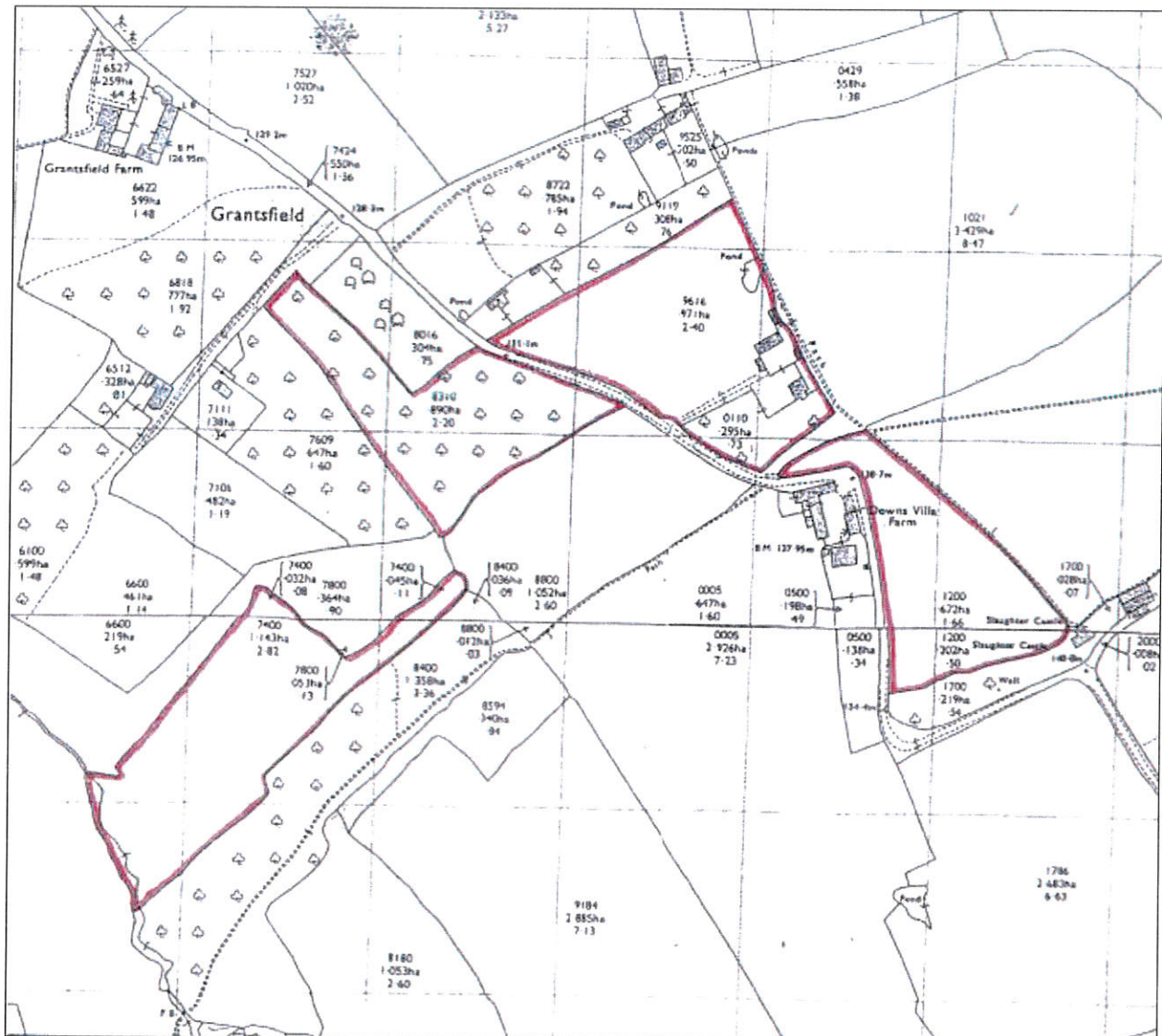
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Adopted Highway U94213 (orange):

Public Footpath KB45 (purple):



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Terms and Conditions

1. Agreement

1.1 PPSEARCHES LLP (PPS) agrees to supply the Report to the Client and the Client agrees to these Terms.

1.2 PPS may also supply the Client with Other Products, where PPS acts as an agent, or an authorised reseller, for a Third Party. The supply of those Other Products will be governed by the terms and conditions of those Third Parties.

2. Intellectual Property

2.1 PPS (or its suppliers) owns all the Intellectual Property in the Report. The Report is provided for the Client's own use. The Client can only use the Report for someone else if it is incorporated into services that the Client is providing to that person in the ordinary course of the Client's profession. The Client can only use the Report once for that purpose. The Client must not copy or change the Report in any way. An example of such a change would be to remove a trademark. The Client must not re-sell the Report.

2.2 In terms of Intellectual Property, the Client only has the express rights set out above. The Client has no further implied rights.

3. Termination of Rights

3.1 The Client's Rights will be lost automatically if (i) the Client fails to abide by these Terms (particularly if the Client's failure is something that cannot be put right); (ii) The Client becomes Insolvent; (iii) The Client challenges PPS as to the ownership of Intellectual Property or does something that PPS believes will put ownership of Intellectual Property at risk; (iv) The Client does not pay something that is owed to PPS.

3.2 PPS does not have to continue to supply the Client with report(s), if PPS believes that the Client is not abiding by these terms or has given one month's notice to the Client.

3.3 If the Client has paid in advance and the Client's Rights are terminated, PPS will refund a fair and reasonable amount of the sum that the Client has paid to PPS.

4. Liability

4.1 Any defect or inaccuracy in the Reports provided by PPS must be notified to PPS by the Client within seven days of delivery to the Client.

4.2 In the event that such notice is not given, the Client shall be deemed to have been satisfied with the performance of PPS and the Reports provided.

4.3 In the event that the Client suffers loss as a result of the negligence or otherwise, the liability of PPS will be limited to an amount not exceeding £2 million in respect of any individual claim or aggregate of claims relating to the same property.

4.4 In any event, PPS is not liable for problems arising from circumstances beyond the reasonable control of PPS, or for any indirect or consequential loss or for any loss of profit however arising.

4.5 PPS is also not liable if the Client's complaint results from the Client using the Report for a purpose for which the Client is not allowed to use it.

4.6 The information contained in the Report has been obtained by personal inspection of public and other registers made available by the local authority and any other relevant organisations in the public domain. PPS accepts no responsibility for revealing incomplete or inaccurate information where the error is a direct result of defective source material.

4.7 In the event that certain questions cannot be answered due to local authority or other restrictions a note of the restriction and method of obtaining the said answers will be included in the report.

4.8 Where information has been sourced from additional sources, PPS will confirm details of these sources within the Report.

4.9 Reports will contain as much information that is available to PPS at the time, but the Client accepts that sufficient information is not always available to reflect the actual uses to which a property or land has been put.

4.10 Even if the Report contains a conclusion or other interpretation of its contents, the Client must not rely exclusively on the Report in terms of valuing the property or land to which the report relates, determining its actual status or condition, or concluding as to its suitability for any use.

4.11 PPS aims to return all search results within five working days. However, this may not always be feasible due to local authority appointment systems or other reasons outside of PPS's control. PPS will not accept any liability for any loss, financial or otherwise, incurred by the client as a result of delayed search results.

4.12 The Client understands that the Report may not be tailored to the Client's specific needs and that the Client, not PPS, must ensure that the Report meets the Client's requirements.

4.13 The Client accepts that the Client should carefully inspect the property or land to which the Report relates and take advice or obtain information from other sources before the Client makes any important decision about the property or land to which the report relates.

4.14 If the Client supplies the Report to any other person, the Client will get them to agree to the above limitations.

4.15 If PPS provides the Client with any additional services based on the supply of report(s), unless PPS charges the Client separately for those services, PPS will not be liable to the Client for any problem arising out of those additional services.

5. Charges

5.1 The Client shall be liable to PPS as principal for all costs, charges and expenses that shall be due to PPS under the terms of the contract for services together with all expenses incurred in respect thereof.

5.2 This will be the case whether or not the Client purports to contract with PPS as agent for another.

5.3 The Client must discharge all sums due under invoices raised by PPS within 7 days of such invoice.

5.4 In the event that such invoices are not paid within 7 days, PPS shall be entitled to charge the Client interest on all sums outstanding at the rate of 5% above the National Westminster Bank Plc base rate from time to time.

5.5 PPS shall be entitled to alter its charges from time to time and contracts with PPS will be charged to the Client at the prevailing rate.

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6. General

- 6.1 If PPS has to change these Terms, the revised version will be posted on the PPS website. PPS will also try to publicise the fact, but it is the Client's responsibility to ensure that the Client has the latest version of the Terms.
- 6.2 PPS does not have to supply anyone. PPS may stop supplying the Client without having to give the Client any reason.
- 6.3 If a court decides that one of these Terms is illegal or unenforceable, that will not affect the rest of the Terms.
- 6.4 If PPS is slow in exercising its rights under these Terms or chooses not to do so on any occasion, that will not affect the rights of PPS to do so later.
- 6.5 The Client agrees that everything relevant to relationship between PPS and the Client is written here and there is nothing else that persuaded the Client to accept these Terms.
- 6.6 The Client agrees that any disputes with PPS will be settled in an English court.

7. Terms

- 7.1 References to "the Client" are to the individual, firm or company from whom PPS receive instructions.
- 7.2 "Insolvent" means that the Client is bankrupt (if the Client is an individual) or the Client has a receiver or liquidator appointed (if the Client is a company) and / or (in either case) the Client is unable to pay the Client's debts as they fall due, the Client makes an arrangement with the Client's creditors or PPS is reasonably satisfied that the above is about to happen.
- 7.3 "Intellectual Property" means all forms of intellectual property or protective rights recognised in law.
- 7.4 "the Report" includes any information that PPS supplies to the Client including all reports, services, datasets, software or information contained in them.
- 7.5 "these Terms" means the terms printed on this document (or any replacement that PPS issues).
- 7.6 "Third Party" means persons from whom PPS may source Other Products.
- 7.7 "Other Products" means products and services which are ancillary to the Reports, such as environmental risk insurance.
- 7.8 "the Client's Rights" means the Client's right to use the Report and any other rights conferred by these Terms.

PPSEARCHES LLP – February 2011