

CONTRACT PACK

relating to

**Land at the North side of the road leading from Adforton to Birrington,
Downton on the Rock, Ludlow, SY8 2HU**

denney king

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| Document |
| Title Information and Specimen Indemnity Insurance |
| Official Copy of Register– HW183821 |
| Copy of Title Plan – HW183821 |
| Official Copy of Transfer dated 25 September 1997 (plan only) – HW183821 |
| Official Copy of Transfer dated 22 June 2012 – HW183821 |
| Defective title, outstanding rights and freehold restrictive covenant indemnity insurance specimen policy |
| Searches |
| Extent of Highways Enquiry |
| Groundsure Agricultural (0-50 Hectares) |
| Terrafirma Ground Commercial (0-15 Hectares) |
| CLS Chancel Check Premium |
| Index Regulated Drainage and Water – Severn Trent |
| Index Regulated Local Authority Search |
| Enquiry 08: Pipelines |
| Enquiry 22: Common Land and Town or Village Green |
| Pre Contract Replies to Enquiries |
| Short form enquiries for bare land |
| Contract |
| Conditions of Tender |
| Special Conditions of Sale |
| Tender Form |
| Transfer |

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| Transfer |
| Transfer plan |
| Other documents |
| Sales Particulars |
| Farm Business Tenancy made between 1) Ian and Janey Sharratt and 2) The Downton Estate relating to The Barn, Downton on the Rock |
| Local Wildlife Site – Information page |
| Local Wildlife Site – Site report |
| Local Wildlife Site – Short guide |
| Site of Special Scientific Interest designation |
| Site of Special Scientific Interest Information |

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 23 JUN 2022 AT 14:43:59. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, TELFORD OFFICE.

TITLE NUMBER: HW183821

There is no application or official search pending against this title.

A: Property Register

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

HEREFORDSHIRE

- 1 (06.11.1997) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the north side of the road leading from Adforton to Birrington, Downton On The Rock.
- 2 (06.11.1997) The Transfer dated 25 September 1997 referred to in the Charges Register contains the following provision:-

"The parties hereby agree and declare that the Transferees shall not be entitled to any right of light of air which would restrict or otherwise interfere with the free use of the Retained Property for building or for any other purpose."
- 3 (23.07.2012) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 4 (23.07.2012) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 5 (23.07.2012) The land has the benefit of the rights reserved by a Transfer of the land edged and numbered HE47606 in green on the title plan dated 22 June 2012 made between (1) Ian Sharratt and Janey Elizabeth Sharratt and (2) Primshire Limited.

NOTE: Copy filed under HE47606.

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 (06.11.1997) PROPRIETOR: IAN SHARRATT and JANEY ELIZABETH SHARRATT of 218 Camberwell New Road, London SE5 0RR.
- 2 (06.11.1997) RESTRICTION: No disposition by a sole proprietor of the land (not being a trust corporation) under which capital money arises is to be registered except under an order of the registrar or of the Court.
- 3 (06.11.1997) A Transfer of the land in this title dated 25 September 1997 made between (1) Peter Cameron Melvin and John Simon Melvin (Transferors) and (2) Ian Sharratt and Janey Elizabeth Sharratt (Transferees) contains Vendors personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The Transfer to the present proprietor contains a covenant to observe

B: Proprietorship Register continued

and perform the aforesaid covenant(s) and of indemnity in respect thereof.

Schedule of personal covenants

1 The following are details of the personal covenants contained in the Transfer dated 25 September 1997 referred to in the Proprietorship Register:-

"The Transferors jointly and severally covenant with the Transferees that they will within one month of the date hereof:-

(a) erect and thereafter at all times maintain a stockproof boundary fences between the points marked D-E-E-B and B-F on the plan to the standard of one hundred and fifty millimetre top tanalised posts at twenty three metres centres with tanalised piles at three metre intervals finished with pig netting and two strands of barbed wire and will thereafter at all times maintain the fence to such standard.

(b) hang and thereafter maintain in good repair and condition gates at point B and between points C-D on the plan.

3.2. The Transferors jointly and severally covenant with the Transferees that they will not obstruct the area coloured blue on the plan by the parking of vehicles or otherwise."

NOTE: Copy Plan filed.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (06.11.1997) Such parts of the land in this title as are affected thereby are subject to the following rights reserved by a Conveyance thereof and other land dated 22 February 1968 made between (1) William Mandeville Peareth Kincaid Lennox (Donor) and (2) Denis Peareth Hornell Lennox (the Beneficiary) :-

EXCEPTING AND RESERVING unto the Donor in fee simple (which rights the Beneficiary as Beneficial Owner hereby grants and conveys unto the Donor in fee simple in so far as they affect any premises already conveyed by the Donor to the Beneficiary) (a) the right at times and for all purposes over and along the roads or ways coloured green on the said plan "B" and (b) all rights and quasi rights to take and use water passage of water the right to lay use and maintain and renew pipes culverts sewers and drains as hitherto used and enjoyed by the Donor in respect of Downton Castle and all other parts of the Downton Castle Estate now belonging to the Donor.

NOTE: No roads or ways coloured green were shown on the plan produced on first registration.

2 (06.11.1997) The land in this title is subject to the following rights reserved by a Conveyance thereof and other land dated 21 August 1986 made between (1) Denis Peareth Hornell Lennox (Vendor) and (2) Peter Cameron Melvin and others (Purchasers):-

EXCEPT AND RESERVED unto the Vendor the exclusive right for himself with or without friends servants and others of fishing and of taking and disposing of fish of rearing and preserving fish upon the property conveyed and for the said purpose the right to enter upon the property hereby conveyed and ALSO EXCEPT AND RESERVED unto the Vendor the right of entry upon the land hereby conveyed for the purpose of repairing maintaining and renewing the pipes reservoirs and equipment comprising the water supply hereinbefore referred to the Vendor or his successors in title making good all damage caused to the land hereby conveyed in the exercise of such right.

NOTE: The positions of the pipes, reservoirs and equipment were not

C: Charges Register continued

shown on the plan produced on first registration.

- 3 (06.11.1997) The parts of the land affected thereby are subject to the following rights granted by a Conveyance of land lying to the north of the road leading to Burrington adjoining part of the eastern boundary of the land in this title dated 24 October 1986 made between (1) Peter Cameron Melvin, Grace Elizabeth Melvin, Peter Cameron Melvin (Junior) and John Simon Melvin (Vendors) and (2) Neville Raymond Wilkins and Jean Wilkins (Purchasers):-

"Together with the site of the well serving the detached cottage sited in the adjoining land of the Vendors to the West of the land hereby conveyed together also with the line of pipes running from the well and serving the detached cottage and together also with all necessary rights of entry with or without workmen and machinery on the adjoining land of the Vendors to the west of the land hereby conveyed for the purpose only of repair maintenance cleansing and renewal of the well and line of pipes including the right to break up the surface thereof the persons exercising such rights doing as little damage as possible and making good all damage caused thereby."

NOTE: No well and line of pipes shown on the plan supplied on first registration.

- 4 (06.11.1997) The land is subject to the following rights reserved by a Transfer of the land in this title dated 25 September 1997 made between (1) Peter Cameron Melvin and John Simon Melvin (Transferors) and (2) Ian Sharratt and Janey Elizabeth Sharratt (Transferees):-

"1.1. Excepting and reserving unto the Transferors for the benefit of their Retained Property for the purpose of identification only delineated and edged green and in part hatched yellow on the plan

(a) all easements quasi-easements and accommodations (except rights of way save as set out in sub-clause (b) hereof) if any whether apparent or not now or formerly used or enjoyed by the Retained Property such easements quasi-easements and accommodations continuing to be so used and enjoyed though not strictly easements due to unity of seisin.

(b) The right of way for the Transferors and their successors in title the owners and occupiers for the time being of the portion of the Retained Property edged green and hatched yellow on the plan and their tenants agents and occupiers thereof and all persons authorised by them for agricultural purposes only limited to operations for normal grassland management over the track shown on the plan between the points A-B and also over the area coloured blue for the purpose of obtaining access to and the said portion of the Retained Land from the County Road such rights being conditional upon the users thereof:-

(i) doing as little damage as possible to the Property in the exercise of such right and making good any damage done or paying compensation for any damage which cannot be made good and

(ii) keeping all gates shut when not in use and ensuring when in use that livestock on the Property cannot escape. "

NOTE: Copy Plan filed.

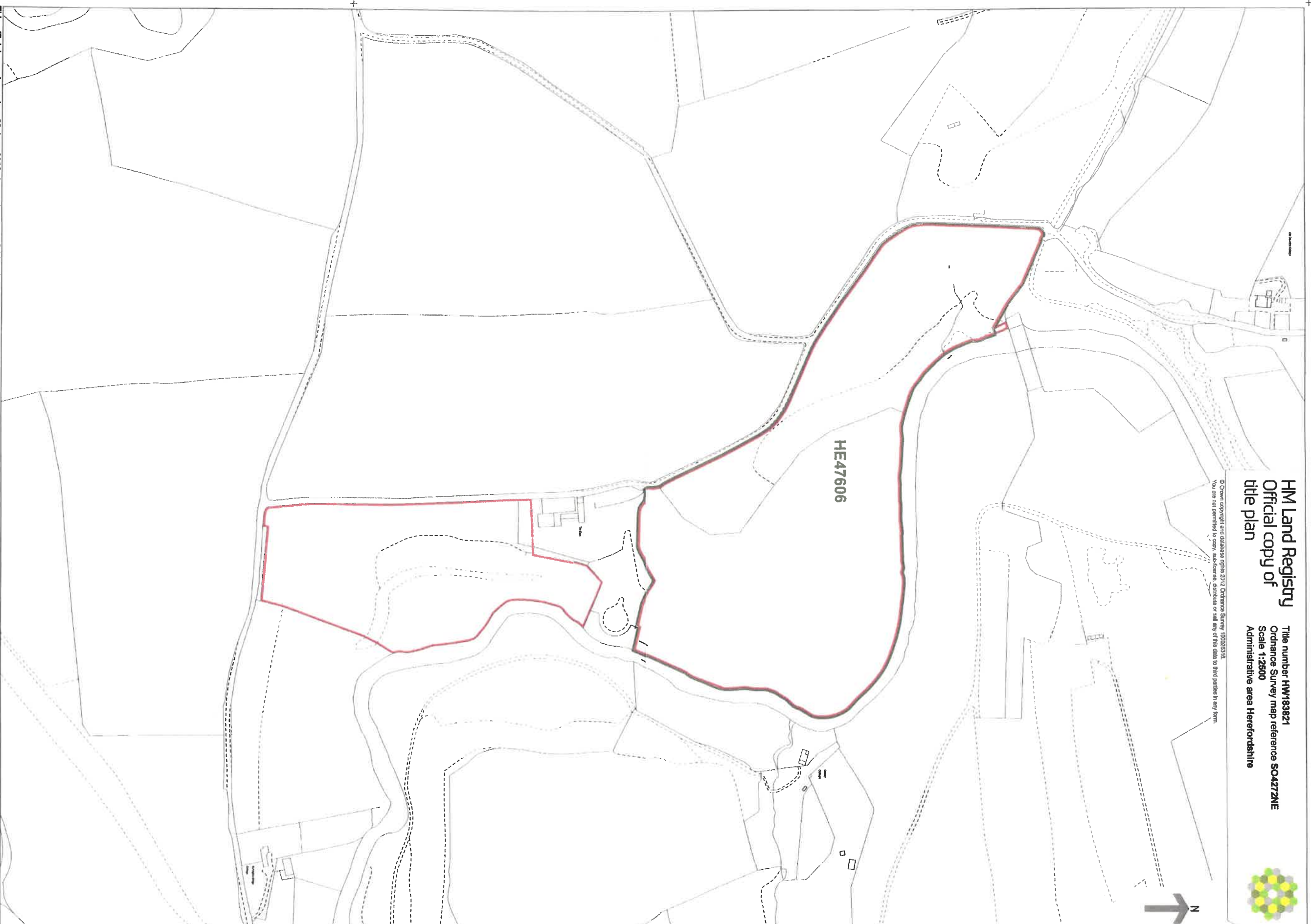
End of register

HM Land Registry
Official copy of
title plan

Title number **HM183821**
Ordnance Survey map reference **SO4272NE**
Scale **1:2500**
Administrative area **Herefordshire**



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**The official copy issued on 23 June 2022 shows the state of this title plan on 23 June 2022 at 12:32:09.
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 HM Land Registry, Durham Office.**

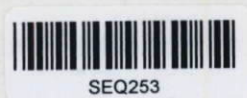
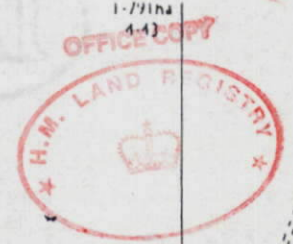
These are the notes referred to on the following official copy

Title Number HW183821

The electronic official copy of the document follows this message.

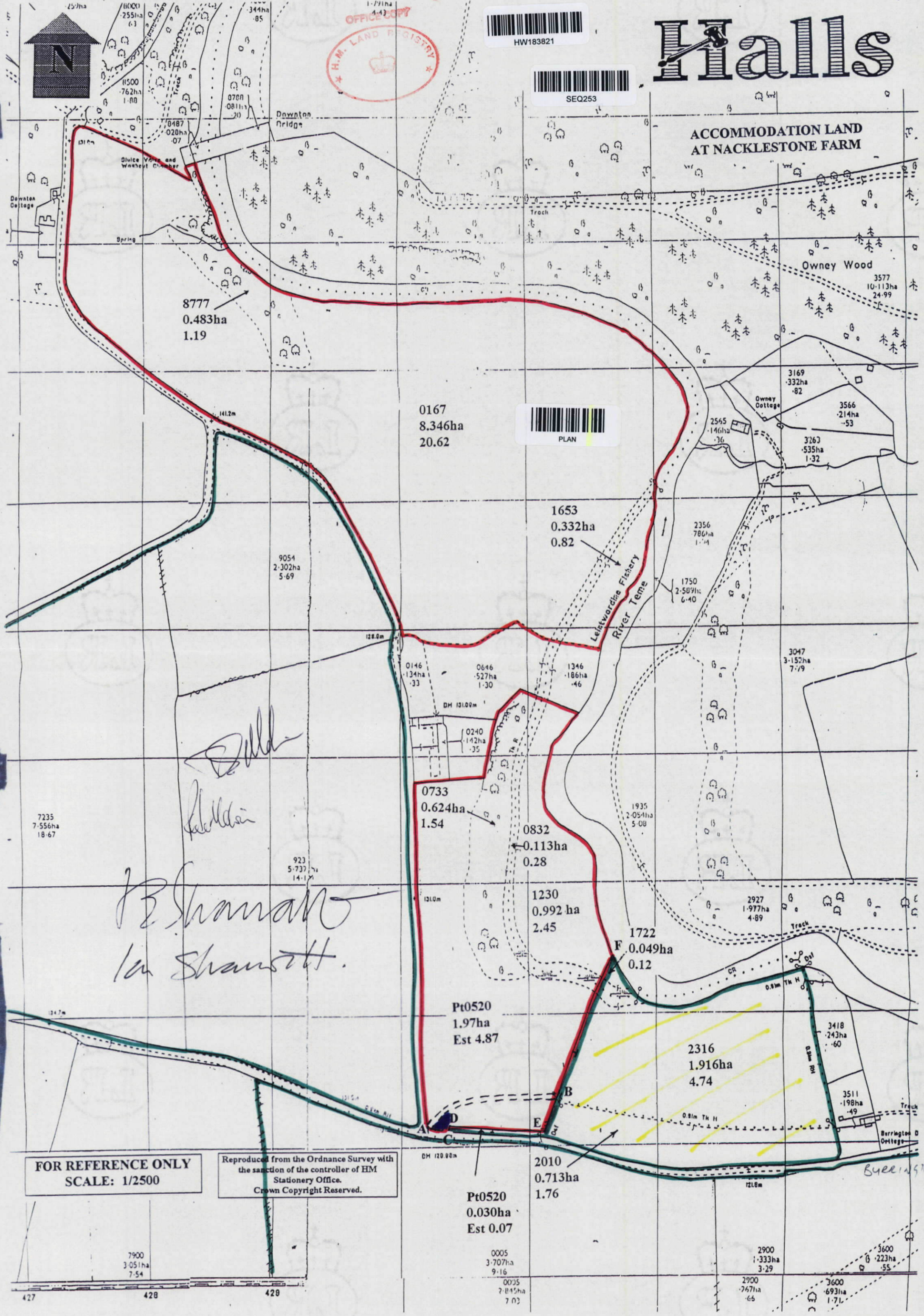
This copy may not be the same size as the original.

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



Halls

ACCOMMODATION LAND AT NACKLESTONE FARM



8777
0.483ha
1.19

0167
8.346ha
20.62



1653
0.332ha
0.82

0733
0.624ha
1.54

0832
0.113ha
0.28

1230
0.992ha
2.45

1722
F 0.049ha
0.12

Pt0520
1.97ha
Est 4.87

2316
1.916ha
4.74

2010
0.713ha
1.76

Pt0520
0.030ha
Est 0.07

FOR REFERENCE ONLY
SCALE: 1/2500

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7900
3.051ha
7.54

0005
3.707ha
9.16

2900
1.333ha
3.29

3600
1.223ha
3.05

427 428 428

These are the notes referred to on the following official copy

Title Number HW183821

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

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

Land Registry
Transfer of part of registered title(s)

TP1



SEQ42

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

| | | |
|--|---|---|
| Leave blank if not yet registered. | 1 | Title number(s) out of which the property is transferred: HW183821 |
| When application for registration is made these title number(s) should be entered in panel 2 of Form AP1. | 2 | Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: |
| <p>Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.</p> <p>Place 'X' in the appropriate box and complete the statement.</p> <p>For example 'edged red'.</p> <p>For example 'edged and numbered 1 in blue'.</p> <p>Any plan lodged must be signed by the transferor.</p> | 3 | <p>Property:</p> <p>22.63 ACRES OR THEREABOUTS OF LAND AT DOWNTON-ON-THE-ROCK, LUDLOW, SHROPSHIRE</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p> |
| | 4 | Date: <i>22 June 2012</i> |
| <p>Give full name(s).</p> <p>Complete as appropriate where the transferor is a company.</p> | 5 | <p>Transferor:</p> <p>IAN SHARRATT and JANEY ELIZABETH SHARRATT</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p> |
| <p>Give full name(s).</p> <p>Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.</p> | 6 | <p>Transferee for entry in the register:</p> <p>PRIMSHIRE LIMITED</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation: Isle of Man</p> <p>(b) Registered number in the United Kingdom including any prefix: 031824C</p> |

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| <p>Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.</p> | 7 | <p>Transferee's intended address(es) for service for entry in the register:</p> <p>6TH FLOOR, VICTORY HOUSE, PROSPECT, DOUGLAS, ISLE OF MAN</p> |
| | 8 | <p>The transferor transfers the property to the transferee</p> |
| <p>Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.</p> | 9 | <p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): Two hundred and seventy seven thousand two hundred pounds (£277,200.00)</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p> |
| <p>Place 'X' in any box that applies.</p> <p>Add any modifications.</p> | 10 | <p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> |
| <p>Where the transferee is more than one person, place 'X' in the appropriate box.</p> <p>Complete as necessary.</p> | 11 | <p>Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p> |
| <p>Use this panel for:</p> <ul style="list-style-type: none"> - definitions of terms not defined above - rights granted or reserved - restrictive covenants - other covenants - agreements and declarations - any required or permitted statements - other agreed provisions. <p>The prescribed subheadings may be added to, amended, repositioned or omitted.</p> <p>Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.</p> | 12 | <p>Additional provisions</p> <p>12.1 Definitions</p> <p>12.1.1 'Plan' means the plan annexed to this transfer</p> <p>12.1.2 'Retained Land' means the Transferor's land edged blue on the Plan</p> <p>12.1.3 'Service Media' means the conduits and equipment used for the reception, generation, passage and/or storage of Utilities</p> <p>12.1.4 'Utilities' means electricity, gas, water, foul water and surface drainage.</p> |
| <p>Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.</p> | | <p>12.2 Rights granted for the benefit of the property</p> |
| <p>Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.</p> | | <p>12.3 Rights reserved for the benefit of other land</p> <p>The Transferor excepts and reserves to the Transferor and/or any owners and occupiers for the time being of the Retained</p> |

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|-----------------------------------|--|
| | <p>Land or any part of it and any person authorised by him or them and any other person entitled to them the following rights:</p> <p>12.3.1 The right of passage of Utilities through the Service Media serving the Retained Land which are now installed on in over or under the Property</p> <p>12.3.2 The right with or without employees and workmen at all reasonable times and on reasonable notice to enter the Property for the purpose of:</p> <p>(a) repairing, cleaning, maintaining and constructing or renewing any part of the Retained Land where those works cannot otherwise be conveniently or effectively carried out</p> <p>(b) repairing and maintaining the Service Media serving the Retained Land</p> <p>(c) reading any meters relevant to the supply of Utilities to the Retained Land</p> <p>The person or persons exercising any of these rights causing as little inconvenience and damage as possible and making good any damage caused as soon as reasonably practicable</p> <p>12.3.3 The right to build on develop and or alter all or any part of the Retained Land even if that building or development reduces the access of light or air to the Property</p> |
| <p>Include words of covenant.</p> | <p>12.4 Restrictive and other covenants by the transferee</p> <p>The Transferee so as to bind the Property and each and every part of it (but not so as to be personally liable for breach of a restrictive covenant arising after the Transferee has parted with all interest in the Property) covenants with the Transferor to benefit the Retained Land that the Transferee will at all times observe and perform the following restrictive covenants:</p> <p>12.4.1 Not to do or permit any act or thing on the Property which will be or might grow to be an annoyance or nuisance or cause damage or disturbance to the Transferor and/or any owner or occupier for the time being of the Retained Land</p> <p>12.4.2 Not to do or permit to be done on the Property anything likely to cause damage or injury to or to prevent access to any Service Media and to take all reasonable precautions to prevent any such damage or injury</p> |

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| <p>Include words of covenant.</p> | <p>Restrictive covenants by the transferor</p> |
| <p>Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.</p> | <p>Other</p> <p>12.5 Positive covenants</p> <p>The Transferee covenants with the Transferor that the Transferee and its successors in title will observe and perform the following covenants:</p> <p>12.5.1 To maintain and keep and maintain in a good and stockproof condition the boundary walls or fences marked with a "T" turned inwards to the Property on the Plan</p> <p>12.6 Agreements and declarations</p> <p>The parties agree and declare that:</p> <p>12.6.1 Section 62 of the Law of Property Act 1925 does not apply and except as expressly granted the Transferee is not entitled to any right of light or air or any other easement right or privilege which would restrict or interfere with the free use of the Retained Land or any part of it for building or other purposes</p> <p>12.7 Indemnity</p> <p>To give the Transferor a full and sufficient indemnity but not for any other purpose the Transferee covenants with the Transferor that he will at all times comply with the covenants referred to in the charges register of the Transferor's title to so far as they relate to the Property and are enforceable and will indemnify the Transferor against all claims and demands arising out of any failure to do so</p> |

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

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13 Execution

SIGNED as a Deed by the)
said IAN SHARRATT in) *Ian Sharratt*
the presence of:) IS

Name: *(Pringle) JOHN PRINGLE*
Address: *THE OLD LODGE, BISHOPS AVENUE*
LONDON SW6 6EE
Occ: *ARCHITECT*

SIGNED as a Deed by the)
Said JANEY ELIZABETH)
SHARRATT in the) *J Sharratt*
presence of:)

Name: *Simon Hart* SIMON HART
Address: *69 LEDBURY ROAD*
LONDON W11 2AD
Occupation: *ARCHITECT*

Executed as a Deed by)
PRIMSHIRE LIMITED)
acting by a Director and its)
Secretary)

.....Director

.....Secretary

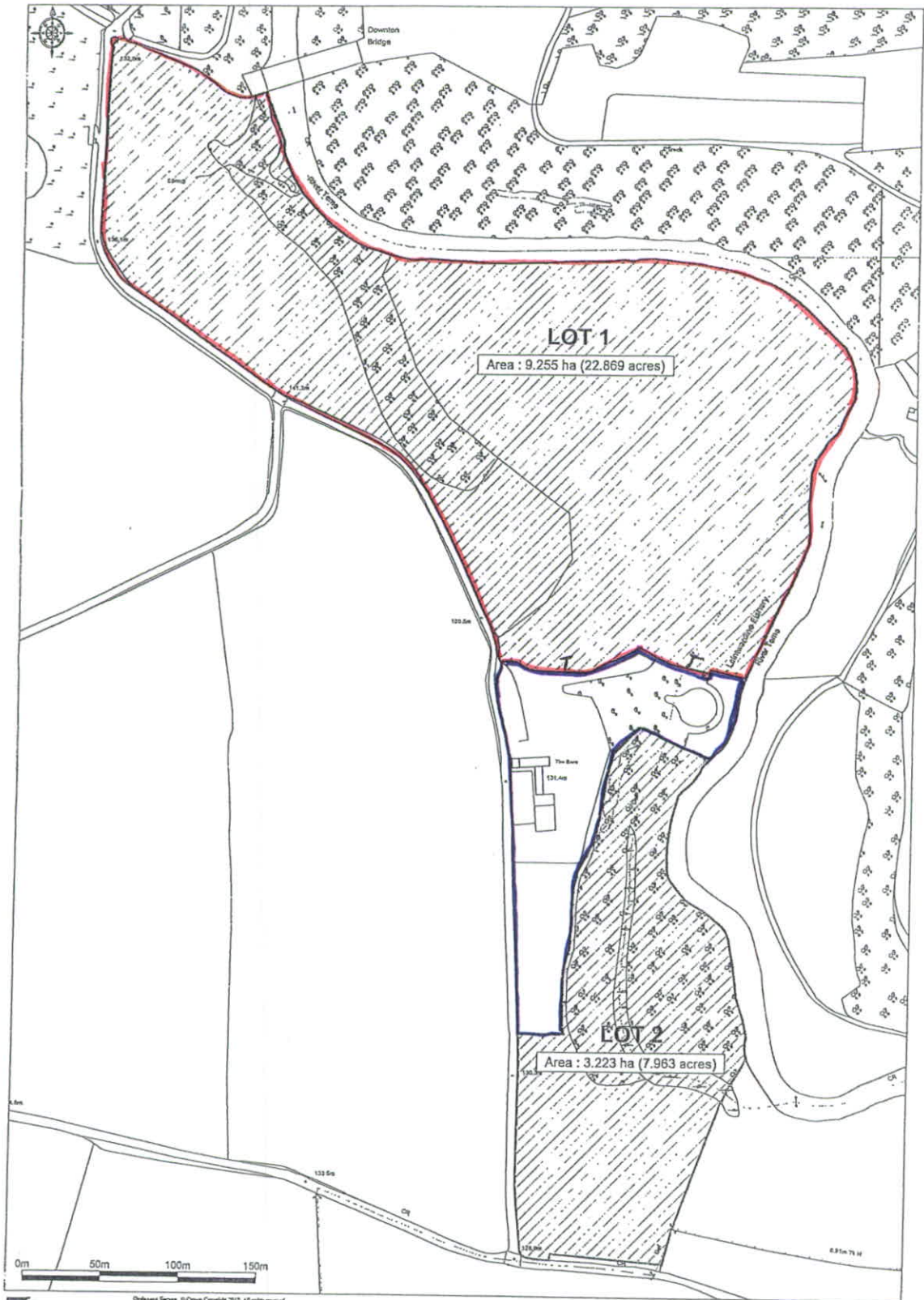
WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

Approximately 31 acres of land at Downton on the Rock



Promap
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License number 100025149 Final Scale 1:1250

April 2012

P. S. / a. Shawatt.

P. S. / a. Shawatt.

Land Registry
Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

| | | |
|--|---|---|
| Leave blank if not yet registered. | 1 | Title number(s) out of which the property is transferred: HW183821 |
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| <p>Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.</p> <p>Place 'X' in the appropriate box and complete the statement.</p> <p>For example 'edged red'.</p> <p>For example 'edged and numbered 1 in blue'.</p> <p>Any plan lodged must be signed by the transferor.</p> | 3 | <p>Property:</p> <p>22.63 ACRES OR THEREABOUTS OF LAND AT DOWNTON-ON-THE-ROCK, LUDLOW, SHROPSHIRE</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p> |
| | 4 | Date: <i>22 June 2012</i> |
| <p>Give full name(s).</p> <p>Complete as appropriate where the transferor is a company.</p> | 5 | <p>Transferor:</p> <p>IAN SHARRATT and JANEY ELIZABETH SHARRATT</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p> |
| <p>Give full name(s).</p> <p>Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.</p> | 6 | <p>Transferee for entry in the register:</p> <p>PRIMSHIRE LIMITED</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation: Isle of Man</p> <p>(b) Registered number in the United Kingdom including any prefix: 031824C</p> |

| | | |
|--|----|---|
| <p>Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.</p> | 7 | <p>Transferee's intended address(es) for service for entry in the register:</p> <p>6TH FLOOR, VICTORY HOUSE, PROSPECT, DOUGLAS, ISLE OF MAN</p> |
| | 8 | <p>The transferor transfers the property to the transferee</p> |
| <p>Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.</p> | 9 | <p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): Two hundred and seventy seven thousand two hundred pounds (£277,200.00)</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p> |
| <p>Place 'X' in any box that applies.</p> <p>Add any modifications.</p> | 10 | <p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> |
| <p>Where the transferee is more than one person, place 'X' in the appropriate box.</p> <p>Complete as necessary.</p> | 11 | <p>Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p> |
| <p>Use this panel for:</p> <ul style="list-style-type: none"> - definitions of terms not defined above - rights granted or reserved - restrictive covenants - other covenants - agreements and declarations - any required or permitted statements - other agreed provisions. <p>The prescribed subheadings may be added to, amended, repositioned or omitted.</p> <p>Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.</p> | 12 | <p>Additional provisions</p> <p>12.1 Definitions</p> <p>12.1.1 'Plan' means the plan annexed to this transfer</p> <p>12.1.2 'Retained Land' means the Transferor's land edged blue on the Plan</p> <p>12.1.3 'Service Media' means the conduits and equipment used for the reception, generation, passage and/or storage of Utilities</p> <p>12.1.4 'Utilities' means electricity, gas, water, foul water and surface drainage.</p> |
| <p>Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.</p> | | <p>12.2 Rights granted for the benefit of the property</p> |
| <p>Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.</p> | | <p>12.3 Rights reserved for the benefit of other land</p> <p>The Transferor excepts and reserves to the Transferor and/or any owners and occupiers for the time being of the Retained</p> |

| | |
|-----------------------------------|---|
| | <p>rights:-</p> <p>12.3.1 The right of passage of Utilities through the Service Media serving the Retained Land which are now installed on in over or under the Property</p> <p>12.3.2 The right with or without employees and workmen at all reasonable times and on reasonable notice to enter the Property for the purpose of:</p> <p>(a) repairing, cleaning, maintaining and constructing or renewing any part of the Retained Land where those works cannot otherwise be conveniently or effectively carried out</p> <p>(b) repairing and maintaining the Service Media serving the Retained Land</p> <p>(c) reading any meters relevant to the supply of Utilities to the Retained Land</p> <p>The person or persons exercising any of these rights causing as little inconvenience and damage as possible and making good any damage caused as soon as reasonably practicable</p> <p>12.3.3 The right to build on develop and or alter all or any part of the Retained Land even if that building or development reduces the access of light or air to the Property</p> |
| <p>Include words of covenant.</p> | <p>12.4 Restrictive and other covenants by the transferee</p> <p>The Transferee so as to bind the Property and each and every part of it (but not so as to be personally liable for breach of a restrictive covenant arising after the Transferee has parted with all interest in the Property) covenants with the Transferor to benefit the Retained Land that the Transferee will at all times observe and perform the following restrictive covenants:</p> <p>12.4.1 Not to do or permit any act or thing on the Property which will be or might grow to be an annoyance or nuisance or cause damage or disturbance to the Transferor and/or any owner or occupier for the time being of the Retained Land</p> <p>12.4.2 Not to do or permit to be done on the Property anything likely to cause damage or injury to or to prevent access to any Service Media and to take all reasonable precautions to prevent any such damage or injury</p> |

| | |
|--|--|
| <p>Include words of covenant.</p> | <p>Restrictive covenants by the transferor</p> |
| <p>Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.</p> | <p>Other</p> <p>12.5 Positive covenants</p> <p>The Transferee covenants with the Transferor that the Transferee and its successors in title will observe and perform the following covenants:</p> <p>12.5.1 To maintain and keep and maintain in a good and stockproof condition the boundary walls or fences marked with a "T" turned inwards to the Property on the Plan</p> <p>12.6 Agreements and declarations</p> <p>The parties agree and declare that:</p> <p>12.6.1 Section 62 of the Law of Property Act 1925 does not apply and except as expressly granted the Transferee is not entitled to any right of light or air or any other easement right or privilege which would restrict or interfere with the free use of the Retained Land or any part of it for building or other purposes</p> <p>12.7 Indemnity</p> <p>To give the Transferor a full and sufficient indemnity but not for any other purpose the Transferee covenants with the Transferor that he will at all times comply with the covenants referred to in the charges register of the Transferor's title to so far as they relate to the Property and are enforceable and will indemnify the Transferor against all claims and demands arising out of any failure to do so</p> |

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.


13

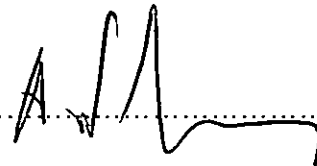
Execution

SIGNED as a Deed by the)
said IAN SHARRATT in)
the presence of:)

SIGNED as a Deed by the)
Said JANEY ELIZABETH)
SHARRATT in the)
presence of:)

Executed as a Deed by)
PRIMSHIRE LIMITED)
acting by a Director and its)
Secretary)

x  Director

x  Secretary

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

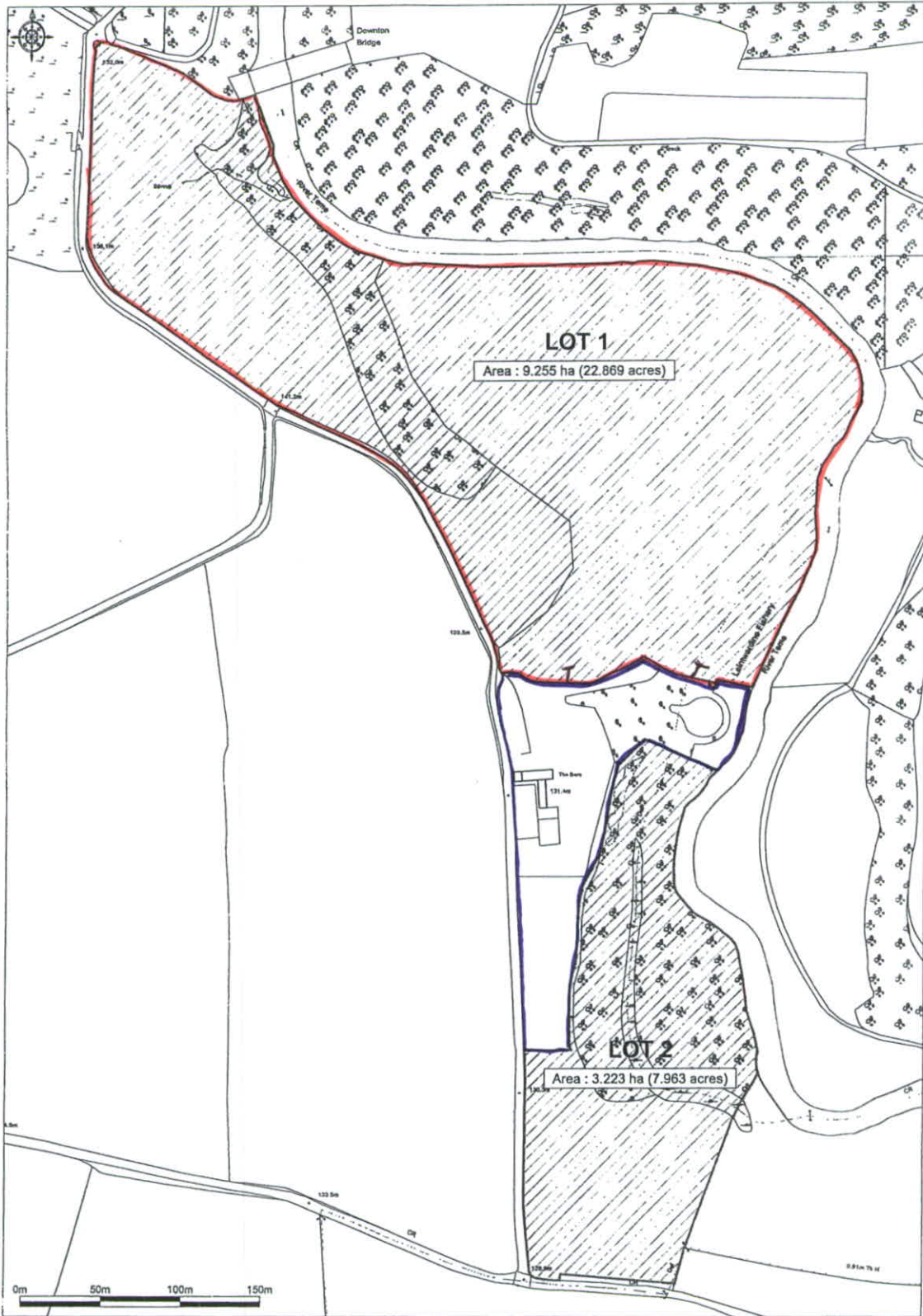
© Crown copyright (ref: LR/HO) 07/09



Approximately 31 acres of land at Downton on the Rock

[Handwritten signature]
LOT 1

[Handwritten signature]



Promap
Ordnance Survey © Crown Copyright 2011. All rights reserved.
License number 10003149 Final Date: 1/2/10

April 2012

**DEFECTIVE TITLE, OUTSTANDING RIGHTS AND
FREEHOLD RESTRICTIVE COVENANT INDEMNITY**

ISSUED BY
STEWART TITLE LIMITED

DEFECTIVE TITLE, OUTSTANDING RIGHTS AND FREEHOLD RESTRICTIVE COVENANT INDEMNITY INSURANCE PRODUCT INFORMATION DOCUMENT

Company: Stewart Title Limited

Stewart Title Limited is a title insurance company authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No 2770166. Registered office address: 11 Haymarket, London SW1Y 4BP

Complete pre-contractual and contractual information on this policy is provided in other documents

WHAT IS THIS TYPE OF INSURANCE?

Defective Title, Outstanding Rights and Freehold Restrictive Covenant Indemnity



WHAT IS INSURED?

- ✓ The defect as described in the Defects section of the Policy Schedule and which arises from your use and ownership of the property as described in the Policy Schedule.
- ✓ In the event a third party establishes ownership, rights or other interests in the title to part of the property because the title to the property is defective and/or a third party holds the benefit of rights and/or easements and attempts to exercise them and/or a third party holds the benefit of freehold restrictive covenants and attempts to enforce them ("Claim") then we will, subject to your compliance with the terms and conditions of this policy, pay under this policy for those losses and costs which are set out in the Cover section of the Policy Schedule.
- ✓ The sum insured is £100,000.00 as set out in the Limit of Indemnity under the Policy Schedule.



WHAT IS NOT INSURED?

- ✗ Any amount higher than £100,000.00 as set out in the Limit of Indemnity under the Policy Schedule.
- ✗ All matters set out under the Exclusions section of the Policy Schedule.
- ✗ Any claim made either by you and/or a third party against you which is not set out in the Cover section of the Policy Schedule.



ARE THERE ANY RESTRICTIONS ON COVER?

- ! In deciding to accept this policy in exchange for the premium and in setting the terms and premium, we have relied on the information given by you (or anyone acting on your behalf). You must ensure that, when answering any questions asked by us, any information provided is accurate and complete.
- ! If you deliberately or recklessly provide us with false or misleading information, we may treat this policy as if it never existed and decline all claims. If you provide us with false or misleading information carelessly, we may:
 - treat this Policy as if it had never existed, and refuse to pay all claims and return the premium paid. However, we may only do so if we would not otherwise have provided you with insurance cover at all;
 - amend the terms of this policy, and apply the amended terms as if they were already in place, if a Claim has been adversely affected by your carelessness;
 - reduce the amount we will pay on a Claim in the proportion the premium you paid bears to the premium we would have charged for this policy; or
 - take a similar proportionate action.

- ! We, or anyone acting on our behalf, will write to you if we intend to treat this policy as if it had never existed, or amend the terms of this policy.
- ! If you become aware that the information given to us is inaccurate, you must inform us as soon as practicable.



WHERE AM I COVERED?

This policy covers you for the UK property specified in the Policy Schedule.



WHAT ARE MY OBLIGATIONS?

- You, or anyone acting on your behalf, must not:
 - disclose the existence of this policy to any third party other than prospective purchasers, lenders, lessees and their legal advisers without our prior written consent
 - take or fail to take action which results in a Claim as this may prejudice your position and void this policy
 - take any steps to settle a Claim without our prior written consent.
- On becoming aware of any potential or actual Claim, you will:
 - provide written notice and details to us at our registered office address immediately of all known facts including all communications, correspondence and all court documents.
 - not admit any liability whatsoever or take steps to compromise or settle the Claim, without our written consent.
 - provide all information and assistance that we and/or any party professional or otherwise acting on our behalf requires at your own expense doing everything reasonably practicable with our prior written consent to minimise any loss.
- You will not make any
 - admission, promise of payment or indemnity
 - application to a court, Upper Tribunal (Land Chamber) or the Land Registry without our written consent



WHEN AND HOW DO I PAY?

You do not make any payments to us directly. Your professional advisors who arranged and recommended the cover to you will tell you how and when to pay.



WHEN DOES THE COVER START AND END?

Your cover will begin on the Policy Date which is set out in the Policy Schedule and will be In Perpetuity from the Policy Date.



HOW DO I CANCEL THE CONTRACT?

This policy can be cancelled by contacting us within 14 days of the Policy Date, provided all interested parties (such as lenders holding a mortgage or charge on the Property) consent to cancellation. If you wish to cancel this policy, please write (quoting your policy number) to 'The Underwriting Manager' at our registered address or email to STLEnquiry@stewart.com.

We may at our discretion charge you for the time that you have been on cover including Insurance Premium Tax.

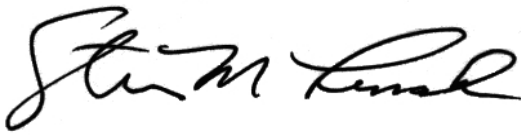
Any refund of premium will be made to the party who paid the premium.

BASIS OF COVER

The Insured has paid or agreed to pay the Premium for this indemnity cover.

The Insured agrees to comply with the terms and conditions of the policy. Failure by the Insured to comply can lead to invalidation of the policy in whole or in part or reduce the amount of any Claim subsequently made.

Signed for and on behalf of Stewart Title Limited



Steven Lessack
CEO, Stewart Title Limited

Authorised Signatory

Specimen

POLICY SCHEDULE

| | |
|---|---|
| POLICY NUMBER | PROPERTY Land at , The Barn, Downton-On-The-Rock, Ludlow, SY8 2HU |
| POLICY DATE | LIMIT OF INDEMNITY £100,000.00 |
| POLICY TERM In Perpetuity from the Policy Date | PREMIUM £100.80 (Including Insurance Premium Tax) |

THE INSURED

The current and future owner(s) of the Property, their lessees, and any bank, building society, or other similar lending institution holding a mortgage or charge on the Property during the Policy Term

THE INSURER

STEWART TITLE LIMITED - (Company Reg 2770166), 11 Haymarket, London SW1Y 4BP

THE DEFECT

- Title to the Property is subject to outstanding rights reserved in a conveyances, dated made between 22 February 1968, 21 August 1986 and 25 October 1986, which are believed to have been abandoned and/or have been physically obstructed for at least the last 12 months prior to the Policy Date
- Title to the Property (or part thereof) is, or may be subject to:
 - unknown restrictive covenants which are still subsisting and capable of being enforced, and which may have been breached by any conversions, alterations, additions or extensions to the Property completed at least 12 months prior to the Policy Date
 - unknown rights, easements, exceptions and/or reservations which are still subsisting and capable of being exercised at the Policy Date

INSURED USE

Continued use of the Property as agricultural land as in existence at the Policy Date.

EXCLUSION(S)

Any Claim arising from public rights and/or rights and easements, including rights to fish, known to be physically exercised over, through, beneath or above the surface of the Property at the Policy Date, or which would have been revealed as being exercised by searches and enquiries of the appropriate authorities and/or a detailed site survey and/or investigation of the Property

ADDITIONAL POLICY CLAUSE(S)

This policy document, the schedule and any endorsement(s) attached form the basis of the Insured's policy, and the contract between the Insured and the Insurer. Please read the documents and keep them safe.

COVER

In the event of any third party:

1. establishing any estate, title, right or interest adverse to or in derogation of the Insured's title to the Property ("Adverse Interest") and/or
2. establishing the benefit of and seeking to exercise the rights and/or easements and/or
3. establishing or seeking to establish the benefit of and thereafter attempting to enforce or enforcing the freehold restrictive covenants

directly arising from the Defect ("Claim") the Insurer will indemnify the Insured against:

- a. Reduction in the market value of the Property used in accordance with the Insured Use the market value being the average of the estimates of two independent Valuers of the market value of the Property as defined from time to time in the guidelines issued by the Royal Institution of Chartered Surveyors at the date of a final order, decision, judgment or permanent injunction awarded against the Insured, or where the Insurer otherwise accepts liability, and being the difference between:
 - (i) the market value of the Property on the assumption there is no Adverse Interest and the market value of the Property to the extent the Adverse Interest exists and is held to be enforceable
 - (ii) the market value of the Property on the assumption the rights and/or easements are unenforceable and the market value of the Property to the extent the rights and/or easements are held to be enforceable
 - (iii) the market value of the Property on the assumption the freehold restrictive covenants are unenforceable and the market value of the Property to the extent the freehold restrictive covenants are held to be enforceable
- b. The cost of altering or demolishing the Property or part thereof to comply with any voluntary settlement or compromise of a Claim with the prior written consent of the Insurer or any final order, decision, judgment or permanent injunction awarded against the Insured to free the Property from the Claim
- c. Any damages or compensation (including costs and expenses) awarded against the Insured in any proceedings brought against the Insured or agreed in any voluntary settlement or compromise of a Claim with the prior written consent of the Insurer
- d. Any sums paid pursuant to any voluntary settlement or compromise of a Claim with the prior written consent of the Insurer or any final order, decision, judgment or permanent injunction awarded against the Insured to free the Property from the Claim
- e. Any capital sums (including interest on monies borrowed but not capital sums borrowed) contracted for or expended prior to notification of a Claim which are rendered abortive and which relate directly to works pertaining to any development, alteration, extension, addition, or conversion of the Property (in accordance with the Insured Use) which are specifically detailed in the Defect, Insured Use and/or Additional Policy Clause(s) in the Schedule to this policy, up to the date of a final order, decision, judgment or permanent injunction awarded against the Insured, or where the Insurer otherwise accepts liability
- f. All other costs and expenses incurred by the Insured with the prior written consent of the Insurer including the costs of the Insurer in defending or settling the Claim on the Insured's behalf

GENERAL PROVISIONS

- a. Any act or omission by the Insured, or anyone acting on the Insured's behalf, which in whole or in part induces a Claim under the policy may prejudice the Insured's position and could invalidate the policy in whole or in part or reduce the amount of any Claim.
- b. The Insurers liability under this policy will not exceed the Limit of Indemnity (as increased by the Inflation Provision if applicable).
- c. This policy shall be governed by and construed in accordance with the law of England and Wales and is subject to the jurisdiction of the courts of England and Wales.
- d. The policy and any endorsement issued in respect of it are one contract and shall be read together.
- e. The insured will not be entitled to abandon the Property to the Insurer.
- f. Your information may be used for the purposes of insurance administration by the Insurer, its associated companies, by reinsurers and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the Insurer's compliance with any regulatory rules/codes.
- g. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.
- h. If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.
- i. In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

NON INVALIDATION

The interest in this policy of any Insured will not be invalidated by a breach of the policy terms or conditions by any other party, unless

- a. Such party acted on the Insured's behalf or with the Insured's knowledge and consent
- b. Where the Insured is a successor in title, they had knowledge of a breach of the policy terms or conditions or of previous non-disclosure or misrepresentation to the Insurer.

IMPORTANT CONDITIONS

- a. In deciding to accept this policy in exchange for the Premium and in setting the terms and premium, the Insurer has relied on the information given by the Insured (or anyone acting on the Insured's behalf). The Insured must ensure that, when answering any questions asked by the Insurer, any information provided is accurate and complete.
- b. If the Insured deliberately or recklessly provides the Insurer with false or misleading information, the Insurer may treat this policy as if it never existed and decline all claims.
- c. If the Insured provides the Insurer with false or misleading information carelessly, the Insurer may:
 - a. treat this policy as if it had never existed, and refuse to pay all claims and return the premium paid. However, the Insurer may only do so if it would not otherwise have provided the Insured with insurance cover at all;
 - b. amend the terms of this insurance, and apply the amended terms as if they were already in place, if a claim has been adversely affected by the Insured's carelessness;
 - c. reduce the amount the Insurer will pay on a claim in the proportion the premium the Insured has paid bears to the premium the Insurer would have charged for the policy; or
 - d. take a similar proportionate action.The Insurer, or anyone acting on the Insurer's behalf, will write to the Insured if the Insurer intends to treat this policy as if it had never existed, or amend the terms of the policy.
- d. If the Insured becomes aware that the information given to the Insurer is inaccurate, the Insured must inform the Insurer as soon as practicable.
- e. The Insured (or anyone acting on the Insured's behalf) shall not at any time disclose the existence of this policy to any third party other than bona fide prospective purchasers, their lenders, lessees and respective legal advisers without the Insurers written consent
- f. The Insured shall not discuss the Defect with any party without the Insurer's written consent, who, it is reasonable to believe can as a result of the discussion make a Claim
- g. The Insured shall not, without the Insurer's written consent, make any application to the Lands Tribunal or the court for a modification or release of the restrictive covenant(s) detailed in the Defect

In respect of Conditions e, f and g above where the Insured fails to comply with these conditions the Insurer's liability under this policy may be limited to the extent the Insurer is compromised by any breach of these conditions

COMPLAINTS PROCEDURE

Any complaint should be raised in the first instance with our General Counsel by

- Writing to the General Counsel at the Insurer's Address
- Telephoning 0207 010 7820

Details of our complaints handling procedure are available by contacting our General Counsel.

If we are unable to resolve your complaint to your satisfaction, you may have the right to refer your complaint to the Financial Ombudsman Service at Exchange Tower, London E14 9SR. The Financial Ombudsman Service website is <http://www.financial-ombudsman.org.uk/>.

The existence, and your use of, this complaints process is without prejudice to your other rights under this policy and your rights in law.

RIGHT TO CANCEL POLICY

This Policy can be cancelled by contacting us within 14 days of the policy date, provided all interested parties (such as lenders holding a mortgage or charge on the Property) consent to cancellation. If you wish to cancel this policy, please write (quoting your policy number) to 'The Underwriting Manager' at the Insurer's Address.

We may at our discretion charge you for the time that you have been on cover including Insurance Premium Tax.

Any refund of premium will be made to the party who paid the premium.

CLAIMS CONDITIONS

On becoming aware of any potential or actual Claim, the Insured will:

- a. provide written notice and details to the Insurer at the Insurer's Address immediately of all known facts including all communications, correspondence and all court documents.

- b. not admit any liability whatsoever or take steps to compromise or settle the Claim, without the written consent of the Insurer.
- c. provide all information and assistance that the Insurer and/or any party professional or otherwise acting on the Insurer's behalf require at the Insured's own expense doing everything reasonably practicable with the Insurer's prior written consent to minimise any loss.

The Insured will not make any

- a. admission, promise of payment or indemnity
- b. application to a court, Upper Tribunal (Land Chamber) or the Land Registry without the written consent of the Insurer

DEALING WITH THE CLAIM

- a. In dealing with the Claim the Insurer will at its discretion and cost be entitled to (whether or not the Insurer is liable under this policy):-
 - i. take or defend proceedings in any court or tribunal in the name of the Insured in any proceedings including the right to abandon or submit to judgment
 - ii. exercise, in the name of the Insured, any rights or remedies available to the Insured in any proceedings including the right to abandon or submit to judgment
 - iii. compromise, settle or compound the Claim and deal in such manner as it thinks fit
 - iv. pay at any time to the Insured the amount of the Limit of Indemnity (as increased by the Inflation Provision if applicable) or any lesser amount for which the Claim can be settled and then relinquish control of and have no further involvement with the Claim.
- b. The Insurer shall be under no obligation to pay the proceeds of any Claim paid under this Policy to any party other than the Insured and that the proceeds of any Claim shall be incapable of assignment.
- c. If, at the time of the Claim, there is other insurance (whether incepted by the Insured or any other party) under which the Insured may be entitled to make a Claim, either wholly or partly in respect of the same interest or risk covered by this policy, the Insurer will not be liable to pay or contribute more than their rateable proportion of the Claim.
- d. If the Insured shall make any Claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and the Claim shall be forfeited.
- e. The Insurer will be entitled to all rights and defences it may have in respect of a Claim notified by any Insured against any successor to that Insured.
- f. Where the Insurer and the Insured cannot agree to the amount to be paid under this policy the matter shall be referred to an arbitrator to be appointed by the parties (or in default of agreement, in accordance with the law in force at the time). The making of an award by the arbitrator shall be a condition precedent to any right of action against the Insurer. The Insured will afford to the Insurer every reasonable assistance in this respect.
- g. If the Insurer agrees or is obliged to make any payment to or on behalf of an Insured because of the risk insured by this policy the Insurer will immediately be subrogated to any rights which the Insured may have in relation to that risk.

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the Claim.

Further information about the compensation scheme arrangements is available from the FSCS who can be contacted at Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, EC3A 7QU. The FSCS website may be viewed at www.fscs.org.uk.

Stewart Title Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No: 2770166. Registered office address: 11 Haymarket, London SW1Y 4BP.

Last Revised: *August, 2018*

Our Commitment to Protect Your Privacy

Your privacy is important to us. In Europe and the United Kingdom, we abide by the General Data Protection Regulation and the Data Protection Act, respectively. By (i) browsing our websites, (ii) making inquiries about our products and services, or (iii) ordering a product or service from us (including filing a claim under a policy), you consent to your personal information being collected, held, managed and used in accordance with our privacy practices. You are not required to provide your personal information to us; however, in most cases, without it, we may not be able to provide you with our products and services.

We primarily rely upon the following bases for collecting your personal information: legitimate interest, contract performance, legal obligation or by express consent. You can learn more about these bases for collection and how we handle and process personal information in our Privacy Policy, a copy of which is posted on our website at www.stewartsolution.com/Documents/PrivacyPolicy.pdf or can be made available upon request.

Personal information relates to any information about an individual whose identity can, directly or indirectly, be reasonably determined from it. We will never collect any unnecessary personal information from you and we do not process your information other than as specified in our Privacy Policy. In certain instances, we may share your personal information where we are required or permitted to do so by law.

When you visit our websites, use our products or services, or contact us to make general inquiries, the personal information you submit is stored and transferred to our affiliated companies in Canada and the United States. We may also utilise certain products or services hosted in countries outside of the European Economic Area ("EEA"). By submitting your personal information, you are agreeing to this transfer, storage and/or processing to allow us to provide you with our products and services. Such transfers are on the basis of a variety of legal mechanisms and we ensure (i) the necessary level of protections are in place for your personal information, (ii) strict agreements and measures set out by our company to protect your data are being complied with and (iii) relevant data protection laws are being complied with. Regulatory authorities and enforcement agencies in these other countries may access your personal information in accordance with their laws.

You have several rights regarding the personal information we collect: the right of access, the right to rectification, the right to erasure, the right to restricted processing, and the right to portability. A request to exercise any of these rights must be made in writing and to verify your identity, we will require appropriate identification (for example, a certified copy of your passport) before we will act on any request. Please make your written request to:

By email: Europe: PrivacyEU@stewart.com
UK: PrivacyUK@stewart.com

By post: Stewart Title Limited
Privacy Office – Europe & United Kingdom
11 Haymarket
London SW1Y 4BP

If you have any questions or concerns about your privacy and our privacy practices, it is our hope that you will contact us first to address these issues; however, if you feel we have not adequately dealt with your concerns, you may also contact your local data protection authority.

Date of Report: 25/08/2022
Search Type: Extent of Highways Enquiry
Your Reference: 0192/RM/
Our Reference: 2879501
Property Address: Land at Downton on the Rock Ludlow SY8 2HU

Dear Sirs,

Thank you for your enquiry. Please find response from Herefordshire Council below: -

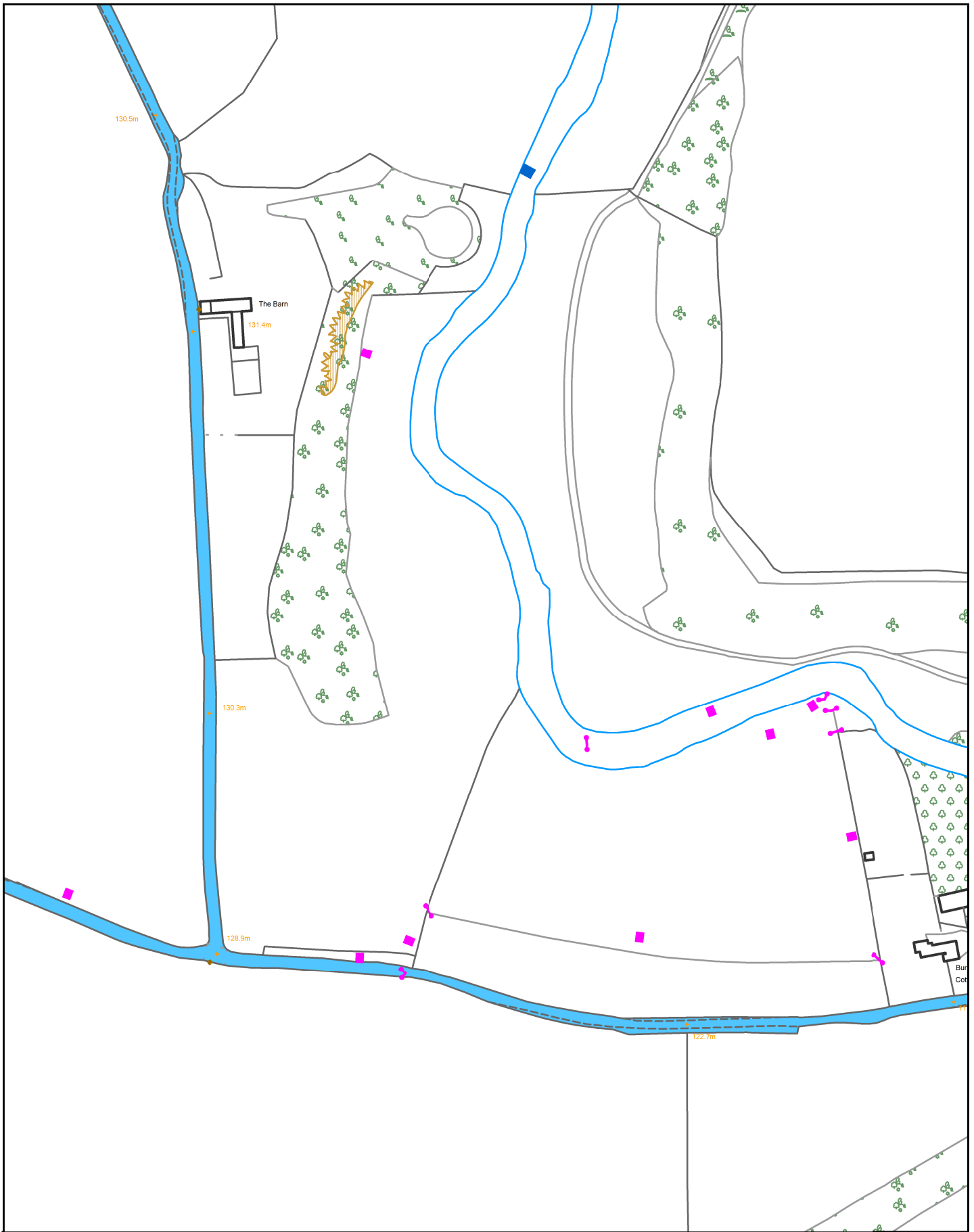
Please see attached plan, highway land shaded blue.

Whilst every effort is made to obtain as much information as possible Index Property Information is dependent on the data provider for the accuracy and extent of the information supplied and accordingly, cannot be held liable for inaccurate or incomplete information supplied to Index Property Information.

Yours faithfully,



Kate Bould
Index Property Information



LOCATION
SCALE 1:2500



Herefordshire Council,
 Highways and Transportation,
 Unit 3, Thorn Business Park, Rotherwas,
 Hereford. HR2 6JT.
 Tel: 01432 260000
 Fax: 01432 261983

This plan is based on information that is currently available to the County of Herefordshire District Council. It is given on the strict understanding that neither the Council or any of its officers will be held responsible for the accuracy of this information or accept any liability whatsoever for any error or omission therein, or direct or consequential loss or damage arising from the interpretation or use of the information supplied. With regard to scale, this plan may be subject to distortions in scale and any measurements scaled from this plan may not match measurements between the same points on the ground. Please also be aware that the Ordnance Survey mapping that forms the basis of this plan may be up to 2 metres out at this scale. The enquirer should rely on the results of their own investigations.

Land at, Downton on the Rock, Ludlow, SY8 2HU

Professional opinion



Contaminated Land

Low:
Acceptable Risk

page 7



Flooding

High

page 9

Consultant's guidance and recommendations inside.



Farm specific considerations

Identified

page 13



Ground Stability

Identified

page 9



Radon

Identified

page 9



Energy

Identified

page 10



Transportation

Not identified



Planning Constraints

Identified

page 12

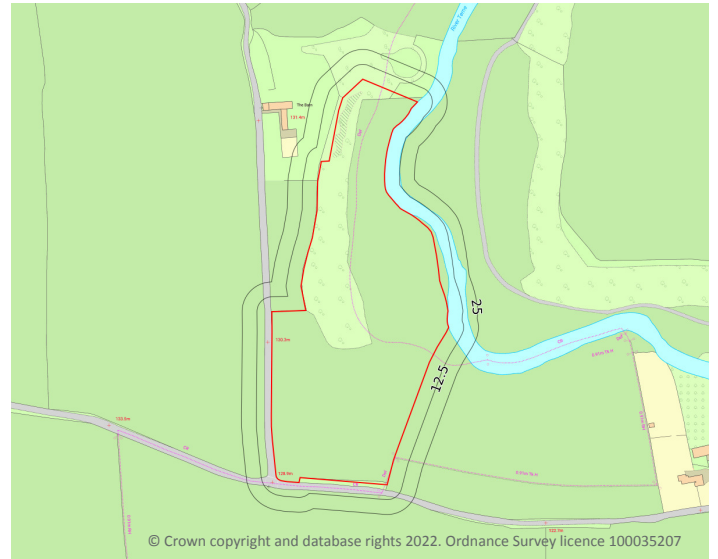


Planning Applications

Not identified

Written by: A Taylor MSc AIEMA

Reviewed by: A Shadwell MSc PIEMA



Contaminated land liability

Banking security

Is it likely that the property will represent acceptable banking security from a contaminated land perspective?

Yes

Statutory or 3rd party action

Is there a risk of statutory (e.g. Part 2A EPA 1990) or third party action being taken against the site?

Unlikely

Environmental liability

Is there a risk that the property value may be impacted due to contaminated land liability issues?

Unlikely

Overview of findings and recommendations

These relate to additional issues that are mentioned in Section B8 of the Law Society Conveyancing Handbook (25th ed.) associated with agricultural land transactions. The notifications below are limited to on-site issues only. Please see detailed guidance and recommendations later in this section.

| | |
|--|--|
|  Current rights of way Not identified |  Abstraction licences Identified |
|  Historical rights of way Identified |  Discharge consents Not identified |
|  Open access land Not identified |  Timber felling licences Not identified |
|  Waste licences and exemptions Not identified |  Stewardship schemes Identified |
|  Coal, other mining & infilling Not identified |  Agricultural land classification Identified |
|  Natural ground subsidence Identified |  Nitrate Vulnerable Zone Not identified |
|  Environmental designations Identified |  Underground gas pipeline Not identified |
|  Visual / cultural designations Not identified |  Electricity lines and cables Not identified |

To save you time when assessing the report, we only provide maps and data tables of features within the search radius that we have identified to be of note. These relate to environmental risks that may have liability implications, affect insurance premiums, property values and/or a lender's willingness to lend. You can view the fully comprehensive library of information we have searched on **page 39**.



Contaminated Land

No recommendations are considered necessary for the property.



Agricultural features

Historical rights of way

A pre-1949 potential public right of way has been identified on the property. Under Part II of the Countryside and Rights of Way Act 2000, historical footpaths and other rights of way which came into existence before 1949, but have not been recorded on the local authority's definitive map by 1 January 2026, may be extinguished. A number of projects are underway to identify and record these rights of way. Further information and guidance should be obtained from the Rights of Way team at the relevant local authority. Further information may be found at <https://www.gov.uk/guidance/public-rights-of-way-local-authority-responsibilities>.

Tanks

It is common for either underground storage tanks (USTs) and/or above ground storage tanks (ASTs) to be present within an agricultural premises/farm yard for the storage of heating oil, diesel fuel or petrol. As there is not a reliable database pinpointing the locations of all USTs and ASTs across the UK, further investigation to identify the presence of any tanks on site would be advised.

Abstraction licences

The farm is noted to hold an active groundwater/surface water abstraction licence. Please see the hydrogeology and hydrology sections for further details. Enquiries should be raised to confirm that the benefit of any current licence is assignable to the buyer. Advice on compliance with abstraction licences can be obtained from the Environment Agency/Natural Resources Wales.

Environmental stewardship schemes

The property or adjacent land has been identified to have held one or more Environmental Stewardship Scheme agreements. Environmental Stewardship offers a range of schemes that provide financial incentives to farmers, foresters and land managers to look after and improve the environment. The schemes identified may be historical schemes that have now expired, or may still be active. Details of the scheme(s) identified are noted as follows, and further details can be obtained from the land owner or Natural England:

- Scheme Type: Entry Level plus Higher Level Stewardship. Reference: AG00299551

Agricultural land classifications

The site contains areas which have been assessed under an Agricultural Land Classification Scheme. The scheme grades land according to its potential to support agriculture, with Grade 1 being the highest quality and Grade 5 being the poorest quality. A full breakdown of all the classifications present on site and their meanings can be found in the Agricultural Features section. See **page 34** for details.





Flooding

An area of the study site has been assessed to be at risk of flooding. For further details of the flood risk assessment for the site, please see the flooding summary and detailed data section. Specific advice and assessment of practical ways to mitigate flood risk on farmland can be found on the NFU website at <https://www.nfuonline.com/cross-sector/environment/water/flooding/>



Radon

The property is in an area where elevated radon levels are expected to be found in 5-10% of properties.

Next steps for consideration:

- if the property is a new build, you can check compliance on radon protection with the developer
- if you are buying a currently occupied property, ask the present owner whether radon levels have been measured and, if so, whether the results were above the radon Action Level. If they were, ask what remedial measures were installed, were radon levels re-tested and did the re-testing confirm the measures have been effective
- if testing has not been carried out, it would be a sensible precaution to arrange for the property to be tested with radon detectors. If initial short-term radon screening tests are inconclusive, or the purchaser would prefer to carry out a full three-month test, it may be possible to arrange a 'radon bond'
- high levels of radon can be reduced through carrying out remedial works to the property
- basic radon protection measures will be required to be installed in the event that any new buildings or extensions are added to the property.
- see <http://www.radonassociation.co.uk/guide-to-radon/information-for-employers/> for further information
- radon is only considered to be an issue when it has the opportunity to accumulate in buildings. A purchaser may wish to check the radon map on **page 30** to check the location of radon affected areas. If the radon affected areas are located on open farmland, then radon will be able to freely dissipate and no further action needs to be taken.

Other considerations

These are next steps associated with non-environmental search returns on matters of energy and transport infrastructure, mobile masts, and planning constraints.



Ground stability



The property is indicated to lie within an area that could be affected by natural ground subsidence. You should consider the following:

Next steps for consideration:

- if a survey has been undertaken at the property that considers ground instability and no issues were found, no further action is required
- however, based on the findings of this report, the purchaser should be encouraged to consider potential instability in any future development or alteration of the ground including planting and removing trees, and regardless of the survey outcome
- if no survey has yet been undertaken, we recommend one is carried out by a suitably qualified and experienced person
- if ground instability issues have been or are subsequently identified in a survey we recommend following any advice given in the survey findings

Energy

Wind

Existing or proposed wind installations have been identified within 10km.

Next steps for consideration:

- use the details given in the report to find out more about the potential impacts on the property
- contact the operating company and the relevant Local Authority for further information
- visit the area in order to more accurately assess the impact this wind development would have on the property

Planning constraints

Sites of Special Scientific Interest

The study site has been identified to lie within or adjacent to the River Teme Site of Special Scientific Interest (SSSI).

A SSSI must be managed so that you conserve its special wildlife and geological features. This may mean grazing animals at particular times of year, controlling water levels and clearing scrub. Natural England/Natural Resources Wales local advisors can advise you on appropriate management. They will also be able to tell you about sources of funding. Many SSSI are funded through the Environmental Stewardship Scheme. Before carrying out any management activity on your SSSI, you must notify Natural England/Natural Resources Wales in writing (unless your proposed activity is covered by a management agreement, scheme or notice) and obtain their consent.

If you are convicted of breaching this rule, or of damaging or destroying any of the features of special interest of a SSSI, you may be fined up to £20,000 in the Magistrate's Court, or an unlimited amount in the Crown Court. The courts can also order you to restore the site at your own expense. Further information on managing a SSSI within your property can be found on the gov.uk website <https://www.gov.uk/guidance/protected-areas-sites-of-special-scientific-interest>.

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If other associated environmental designations (for example, Ramsar sites, Special Areas of Conservation, Special Protection Areas) have also been identified on site, Natural England/Natural Resources Wales will be able to advise on acceptable farming practices and development within these areas.

Consultant's assessment



Environmental searches are designed to ensure that significant hazards and risks associated with this property are identified and considered alongside the investment in or purchase of a property.

Please see **page 2** for further advice.



Contaminated Land

The Contaminated Land assessment has been completed by a qualified environmental consultant and includes a manual review of our extensive collection of high detailed Ordnance Survey maps and environmental data.

| | |
|--------------------------------------|------------|
| Past Land Use | Low |
| Waste and Landfill | Low |
| Current and Recent Industrial | Low |

Current land use

Current farm activities

The study site comprises a plot of arable land with woodland located in the west.

No working farm buildings have been identified at the property, and it has been presumed that all agricultural chemicals and fuels are stored off site.

Telegraph/electricity poles

If there is/are a number of telegraph/electricity poles identified across the site, please keep in mind that features such as these may cause an obstruction to large scale cultivation of that area.

Topography

The site rises from approximately 130m AOD in the east of the site rising gently to 110m AOD in the west.

Crop Map of England

The following types of crop/land cover have been identified within the site boundary between late spring and summer of 2021:

Grass, Lucerne, Maize, Spring Wheat, Trees and Scrubs, short Woody plants, hedgerows.

This data is taken from the Crop Map of England (CROME) provided by the Rural Payments Agency under Open Government Licence, © Crown copyright 2021.

Surrounding area

North: Open green space.

South: A road and open agricultural fields.

East: The River Teme and open green space.

West: Open green space, an old farm yard and a road.

Historical land use

On-site

No potentially contaminative land uses have been identified at the study site.

Surrounding area

No potentially contaminative land uses have been identified in proximity to the study site.

Environmental permits and register entries

No Environmental Permits of concern have been identified on site or in proximity to the property. No entries on the Local Authority's Contaminated Land Register have been identified within 250m of the site.

Site setting and overall environmental sensitivity

The site is situated on superficial deposits of Alluvium underlain by bedrock layers of the Coalbrookdale Formation and the Much Wenlock Limestone Formation. Groundwater mapping indicates the superficial deposits to be classified as a Secondary A aquifer and bedrock layers to be classified as a Secondary A and Secondary B aquifers.

Surface water abstraction licence noted in the south.

Potentially vulnerable receptors have been identified including site users and the underlying aquifers. In addition, the study area has been identified to lie within or adjacent to a Water course from Ordnance Survey and Sites of Special Scientific Interest. For further details please refer to the Planning Constraints section of this report. Groundsure considers that the property has a high environmental sensitivity.

Conclusion

There is no working farmyard on site and no areas associated with a significant contaminative risk have been identified at the site. No significant areas of infilling are noted to be associated with the property.

Groundsure has not identified a potential Source-Pathway-Receptor relationship that is likely to give rise to significant environmental liability. The study site is considered unlikely to be subject to individual statutory investigation and Groundsure therefore concludes that the site represents an Acceptable Environmental Risk. Please refer to the Contaminated Land assessment methodology contained within this report.

Environmental summary



Flooding

The property and area within the site outline is at risk from one or more kinds of flooding. Property's overall risk assessment for past flooding and river, coastal, surface water and groundwater flooding is high.

Please see **page 24** for details of the identified issues.

| | |
|------------------------------|-----------------------|
| River and Coastal Flooding | High |
| Groundwater Flooding | Low |
| Surface Water Flooding | Significant |
| FloodScore™ insurance rating | Very High |
| Past Flooding | Not identified |
| Flood Storage Areas | Not identified |



Ground stability

The property is assessed to have potential for natural or non-natural ground subsidence.

Please see **page 29** for details of the identified issues.

| | |
|------------------------------|-----------------------|
| Natural Ground Stability | Moderate-High |
| Non-Natural Ground Stability | Not identified |



Radon

The property is in a radon affected area. This could mean that inhabitants are at risk from the harmful effects of radon. The percentage of homes estimated to be affected by radon in your local area is between 5% and 10%.

Please see **page 30** for details of the identified issues.

In a radon affected area



Energy summary



Oil and gas

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

Oil and gas areas
Oil and gas wells

Not identified
Not identified



Wind and Solar

Our search of existing and planned renewable wind and solar infrastructure has identified results.

Please see **page 2** for further advice. Additionally, see **page 31** for details of the identified issues.

Planned Multiple Wind Turbines

Not identified

Planned Single Wind Turbines

Identified

Existing Wind Turbines

Not identified

Proposed Solar Farms

Not identified

Existing Solar Farms

Not identified



Energy

Our search of major energy transmission or generation infrastructure and nationally significant infrastructure projects has not identified results.

Power stations

Not identified

Energy Infrastructure

Not identified

Projects

Not identified



Transportation summary



HS2

No results for Phase 1 or Phase 2 of the HS2 project (including the 2016 amendments) have been identified within 5km of the property. However, HS2 routes are still under consultation and exact alignments may change in the future.

Visual assessments are only provided by Groundsure if the property is within 2km of Phase 1 and 2a. Other assessments may be available from HS2.

| | |
|--------------------------|-----------------------|
| HS2 Route | Not identified |
| HS2 Safeguarding | Not identified |
| HS2 Stations | Not identified |
| HS2 Depots | Not identified |
| HS2 Noise | Not assessed |
| HS2 Visual impact | Not assessed |

Crossrail

The property is not within 250 metres of either the Crossrail 1 or Crossrail 2 project.

| | |
|---------------------------------|-----------------------|
| Crossrail 1 Route | Not identified |
| Crossrail 1 Stations | Not identified |
| Crossrail 2 Route | Not identified |
| Crossrail 2 Stations | Not identified |
| Crossrail 2 Worksites | Not identified |
| Crossrail 2 Safeguarding | Not identified |
| Crossrail 2 Headhouse | Not identified |

Other Railways

The property is not within 250 metres of any active or former railways, subway lines, DLR lines, subway stations or railway stations.

| | |
|--|-----------------------|
| Active Railways and Tunnels | Not identified |
| Historical Railways and Tunnels | Not identified |
| Railway and Tube Stations | Not identified |
| Underground | Not identified |

Planning summary



Planning Applications

Using Local Authority planning information supplied and processed by Glenigan dating back 10 years, this information is designed to help you understand possible changes to the area around the property. Please note that even successful applications may not have been constructed and new applications for a site can be made if a previous one has failed. We advise that you use this information in conjunction with a visit to the property and seek further expert advice if you are concerned or considering development yourself.

0

Large Developments

searched to 750m

0

Small Developments

searched to 500m

0

House extensions or new builds

searched to 250m

Please note the links for planning records were extracted at the time the application was submitted therefore some links may no longer work. In these cases, the application details can be found by entering the application reference manually into the Authority's planning website.

In order to understand this planning data better together with its limitations you should read the full detailed limitations on [page 42](#).



Planning constraints

Protected areas have been identified within 250 metres of the property.

Please see [page 33](#) for details of the identified issues.

Environmental Protected Areas **Identified**

Visual and Cultural Protected Areas **Not identified**



Telecoms

There are no mobile masts, mobile phone base stations or planning applications for mobile masts identified within 250 metres of the property.

Mobile phone masts

Not identified

Agricultural features summary



Agricultural Land Classification

Land within the property has been assigned a value under the Agricultural Land Classification Scheme.

Highest Classification
Lowest Classification

Grade 3
Grade 4



Open Access Land

No Open Access Land has been identified at the property. This includes land designated under the Countryside and Rights of Way Act 2000 or previous legislation but does not include ordinary footpaths, which have been assessed separately within this report.

Conclusive Open Country
Dedicated Land
Section 15 Land
Conclusive Registered
Common Land

Not identified
Not identified
Not identified
Not identified



Timber felling licences

No timber felling licences granted by the Forestry Commission have been identified on site. Please note this data is only currently available in England.

Single Tree
Clear Fell (Conditional)
Clear Fell (Unconditional)
Selective fell/thin
(Conditional)
Selective fell/thin
(Unconditional)

Not identified
Not identified
Not identified
Not identified
Not identified
Not identified



Other environmental considerations



The following additional risks or issues are outside the scope of the opinion provided by this report. However, further consideration of these may be appropriate for the subject property.

Asbestos

The Control of Asbestos Regulations 2012 require an Asbestos Management Plan to be maintained for all commercial property constructed prior to 2000 i.e. where asbestos may be contained within the building fabric. Refurbishment or demolition of site structures may require further Refurbishment and Demolition Asbestos Surveys.

Site-specific features

This report has considered additional site specific information, where provided by the client, however it has not included a site inspection. Additional issues may exist at the property that cannot be reasonably identified by a desk based report like this one. Examples might include operational issues such as those linked to oil storage, waste management, materials handling and site drainage. Additional surveys and assessments may be required if these issues are considered to be a concern.

Unexploded ordnance (UXO)

The UK has a history of military activity, including extensive military training sites, bombing during the First World War and sustained strategic bombing during the Second World War. A legacy of this military activity is the incidence of UXO across Britain. Construction increases the risk from UXO. If intrusive works are planned on site, an assessment of the likelihood of UXO risk should be carried out in compliance with the Construction (Design and Management) Regulations 2015.

Environmental insurance

The ownership or possession of land and property is one of the most valuable assets an individual or organisation can have. In cases where we are unable to provide a low risk assessment with regards to contaminated land, environmental insurance should be considered. Environmental insurance can protect against regulatory and third party action, potential losses and additional costs in dealing with contamination. Independent, specialist brokers are able to access the entire environmental insurance market, providing bespoke environmental policies to address risk and transactional issues.

Phase 1 environmental risk assessment

A Phase 1 environmental risk assessment (Contaminated Land) aims to clarify any identified environmental risks further or could support a planning application. It includes a site inspection, regulatory consultation and additional details of site context. Our expert analysis provides a detailed breakdown of each potential exposure pathway and suggested mitigation measures. For further information or to request a quote please e-mail us at projects@groundsure.com. The reports start from £1245+VAT, which includes a discount for current reporting.

Made ground and infilled land

Areas of made ground and infilled land can settle over time and could potentially cause subsidence. If the property is known to be located on made or infilled ground it would be prudent to contact a RICS accredited surveyor and/or geotechnical engineer to clarify any structural/subsidence risks and determine if possible what materials were used during the infilling process.

Hedgerows

The Hedgerow Regulations (1997) protect countryside hedgerows. You could get a fine up to £5,000 if you break the rules for removing them, or in serious cases referred to the Crown Court unlimited fines may be applied. The main criteria for a hedgerow being protected are length, location and importance. If you need to remove a hedgerow on your land you should discuss the proposal with the Local Planning Authority first. Further information on the criteria for protection can be found here <https://www.gov.uk/guidance/countryside-hedgerows-regulation-and-management>.

Tree Protection Orders

Tree Protection Orders protect specific trees, groups of trees or woodlands in the interests of amenity. It is prohibited to undertake cutting down, topping, lopping, uprooting, root cutting, wilful damage or wilful destruction of protected trees without the Local Planning Authority's written consent. Groundsure recommend that you ascertain what, if any, trees on the property are covered by Tree Protection Orders if any such works are anticipated.

Riparian Ownership

If your land abuts a river, stream or ditch, you may have responsibility to maintain this watercourse, even if Title Deeds show the property boundary to be adjacent to the watercourse. This includes the responsibility for clearing debris and obstructions which may impede the free passage of water and fish, and also includes the responsibilities to accept flood flows through your land, even if these are caused by inadequate capacity downstream. There is no duty in common law for a landowner to improve the drainage capacity of a watercourse. Please contact Groundsure if you need further advice on riparian ownership issues relating to this property.

Agricultural

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Ref: Index-2879501-5335
Your ref: 0192/RM/
Grid ref: 343089 272258

Recent aerial photograph



Aerial photography supplied by Getmapping PLC. © Copyright Getmapping PLC 2022. All Rights Reserved

Capture Date: 23/04/2021

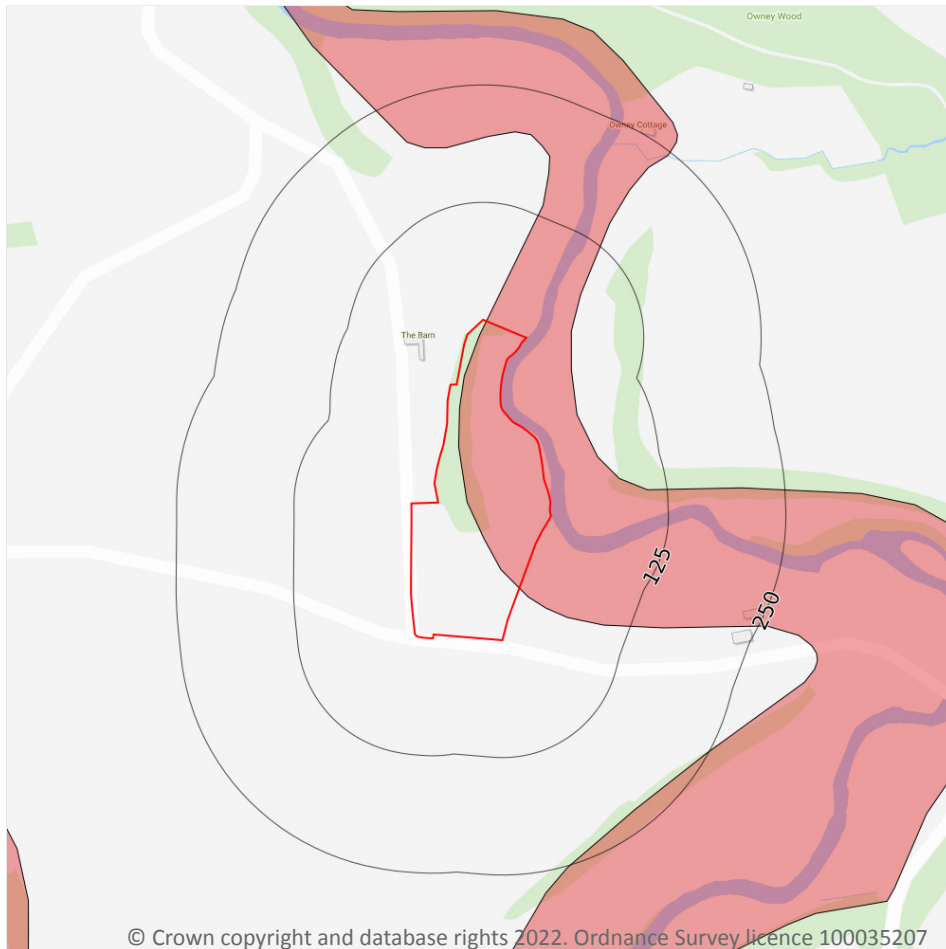
Site Area: 3.22ha

Contaminated Land summary



| Past land use | On-Site | 0-50m | 50-250m |
|---|---------|-------|---------|
| Former industrial land use (1:10,560 and 1:10,000 scale) | 0 | 0 | 0 |
| Former tanks | 0 | 0 | 0 |
| Former energy features | 0 | 0 | 0 |
| Former petrol stations | 0 | 0 | 0 |
| Former garages | 0 | 0 | 0 |
| Former military land | 0 | 0 | 0 |
| Waste and landfill | On-Site | 0-50m | 50-250m |
| Active or recent landfill | 0 | 0 | 0 |
| Former landfill (from Environment Agency Records) | 0 | 0 | 0 |
| Former landfill (from Local Authority and historical mapping records) | 0 | 0 | 0 |
| Waste site no longer in use | 0 | 0 | 0 |
| Active or recent licensed waste sites | 0 | 0 | 0 |
| Current and recent industrial | On-Site | 0-50m | 50-250m |
| Recent industrial land uses | 0 | 0 | 0 |
| Current or recent petrol stations | 0 | 0 | 0 |
| Historical licensed industrial activities | 0 | 0 | 0 |
| Current or recent licensed industrial activities | 0 | 0 | 0 |
| Local Authority licensed pollutant release | 0 | 0 | 0 |
| Pollutant release to surface waters | 0 | 0 | 0 |
| Pollutant release to public sewer | 0 | 0 | 0 |
| Dangerous industrial substances (D.S.I. List 1) | 0 | 0 | 0 |
| Dangerous industrial substances (D.S.I. List 2) | 0 | 0 | 0 |
| Dangerous or explosive sites | 0 | 0 | 0 |
| Hazardous substance storage/usage | 0 | 0 | 0 |
| Sites designated as Contaminated Land | 0 | 0 | 0 |
| Pollution incidents | 0 | 0 | 0 |

Superficial hydrogeology



- Site Outline
- Search buffers in metres (m)
- Principal
 - Secondary A
 - Secondary B
 - Secondary Undifferentiated
 - Unproductive
 - Unknown

Aquifers within superficial geology

The Environment Agency/Natural Resources Wales and the British Geological Survey have assigned designations or types to the aquifers that exist within superficial geology. These designations reflect the importance of aquifers in terms of groundwater as a resource (eg drinking water supply) but also their role in supporting surface water flows and wetland ecosystems.

Principal - These are layers of rock or superficial deposits that usually provide a high level of water storage.

Secondary A - Permeable layers capable of supporting water supplies at a local rather than strategic scale.

Secondary B - Predominantly lower permeability layers which may store and yield limited amounts of groundwater.

Secondary Undifferentiated - Has been assigned in cases where it has not been possible to attribute either category A or B to a rock type.

Unproductive - These are rock layers with low permeability that have negligible significance for water supply.

Unknown - These are rock layers where it has not been possible to classify the water storage potential.

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| Distance | Direction | Designation |
|----------|-----------|-------------|
| 0 | on site | Secondary A |

This data is sourced from the Environment Agency/Natural Resources Wales and the British Geological Survey.

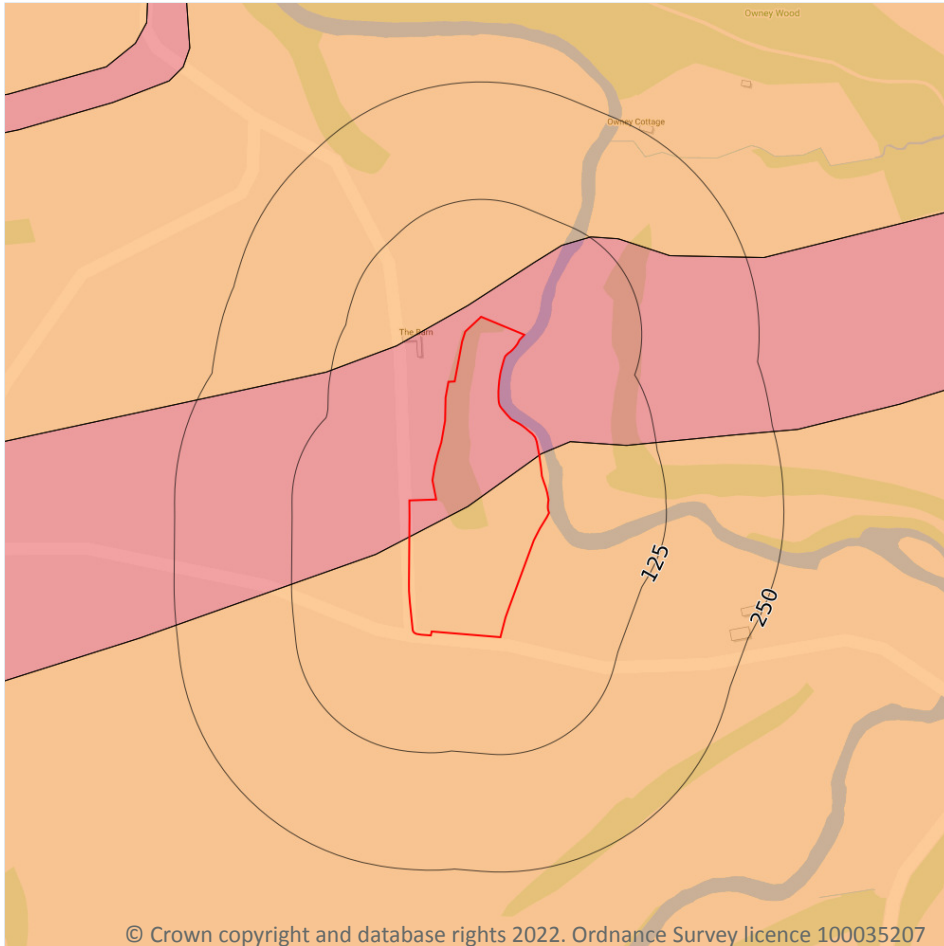
Superficial geology

Superficial deposits are the youngest natural geological deposits formed during the most recent period of geological time. They rest on older deposits or rocks referred to as bedrock. This information comes from the BGS 1:50,000 Digital Geological Map of Great Britain, where available.

| Description | BGS LEX Code | Rock Type |
|-------------|--------------|-----------------------------|
| ALLUVIUM | ALV-XCZSV | CLAY, SILT, SAND AND GRAVEL |

This data is sourced from British Geological Survey.

Bedrock hydrogeology



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- Site Outline
- Search buffers in metres (m)
- Principal
- Secondary A
- Secondary B
- Secondary Undifferentiated
- Unproductive
- Groundwater abstraction licence (point)
- Groundwater abstraction licence (area)
- Groundwater abstraction licence (linear)

Aquifers within bedrock geology

The Environment Agency/Natural Resources Wales and the British Geological Survey have assigned designations or types to the aquifers that exist within bedrock geology. These designations reflect the importance of aquifers in terms of groundwater as a resource (eg drinking water supply) but also their role in supporting surface water flows and wetland ecosystems.

Principal - These are layers of rock or superficial deposits that usually provide a high level of water storage.

Secondary A - Permeable layers capable of supporting water supplies at a local rather than strategic scale.

Secondary B - Predominantly lower permeability layers which may store and yield limited amounts of groundwater.

Secondary Undifferentiated - Has been assigned in cases where it has not been possible to attribute either category A or B to a rock type.

Unproductive - These are rock layers with low permeability that have negligible significance for water supply.

Agricultural

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| Distance | Direction | Designation |
|----------|-----------|-------------|
| 0 | on site | Secondary A |
| 0 | on site | Secondary B |
| 18 m | NW | Secondary B |

This data is sourced from the Environment Agency/Natural Resources Wales and the British Geological Survey.

Bedrock geology

Bedrock geology is a term used for the main mass of rocks forming the Earth and is present everywhere, whether exposed at the surface in outcrops or concealed beneath superficial deposits or water. This information comes from the BGS 1:50,000 Digital Geological Map of Great Britain, where available.

| Description | BGS LEX Code | Rock Type |
|----------------------------------|--------------|------------------------|
| COALBROOKDALE FORMATION | CBRD-MDSI | MUDSTONE AND SILTSTONE |
| MUCH WENLOCK LIMESTONE FORMATION | WEL-LMST | LIMESTONE |

This data is sourced from British Geological Survey.

Hydrology



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Site Outline

Search buffers in metres (m)

- Surface Water Abstractions (point)
- Surface Water Abstractions (area)
- Surface Water Abstractions (line)
- Tidal River
- Inland River
- Foreshore
- Canal
- Lock or Flight of Locks
- Lake, Reservoir or Marsh
- Drain or Transfer

Type of watercourse:

- At ground level
- Underground
- Elevated
- Unspecified

Water courses from Ordnance Survey

These are water features such as ponds, lakes, rivers and streams that have been identified by Ordnance Survey. These features may be sensitive to contamination.

| Distance | Direction | Details |
|----------|-----------|--|
| 6 m | SE | Name: River Teme Type of water feature: Inland river not influenced by normal tidal action. Ground level: On ground surface Permanence: Watercourse contains water year round (in normal circumstances) |
| 226 m | NE | Name: Type of water feature: Inland river not influenced by normal tidal action. Ground level: On ground surface Permanence: Watercourse contains water year round (in normal circumstances) |

| Distance | Direction | Details |
|----------|-----------|--|
| 227 m | N | Name: River Teme Type of water feature: Inland river not influenced by normal tidal action. Ground level: On ground surface Permanence: Watercourse contains water year round (in normal circumstances) |

This data is sourced from Ordnance Survey.

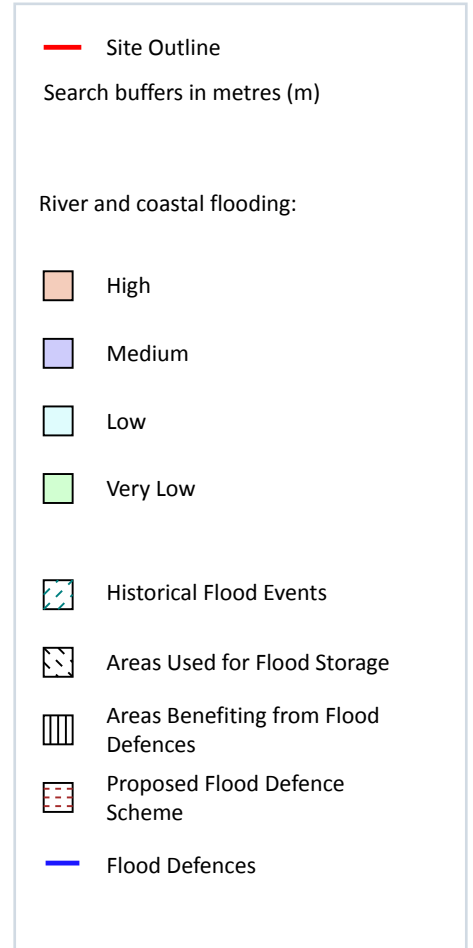
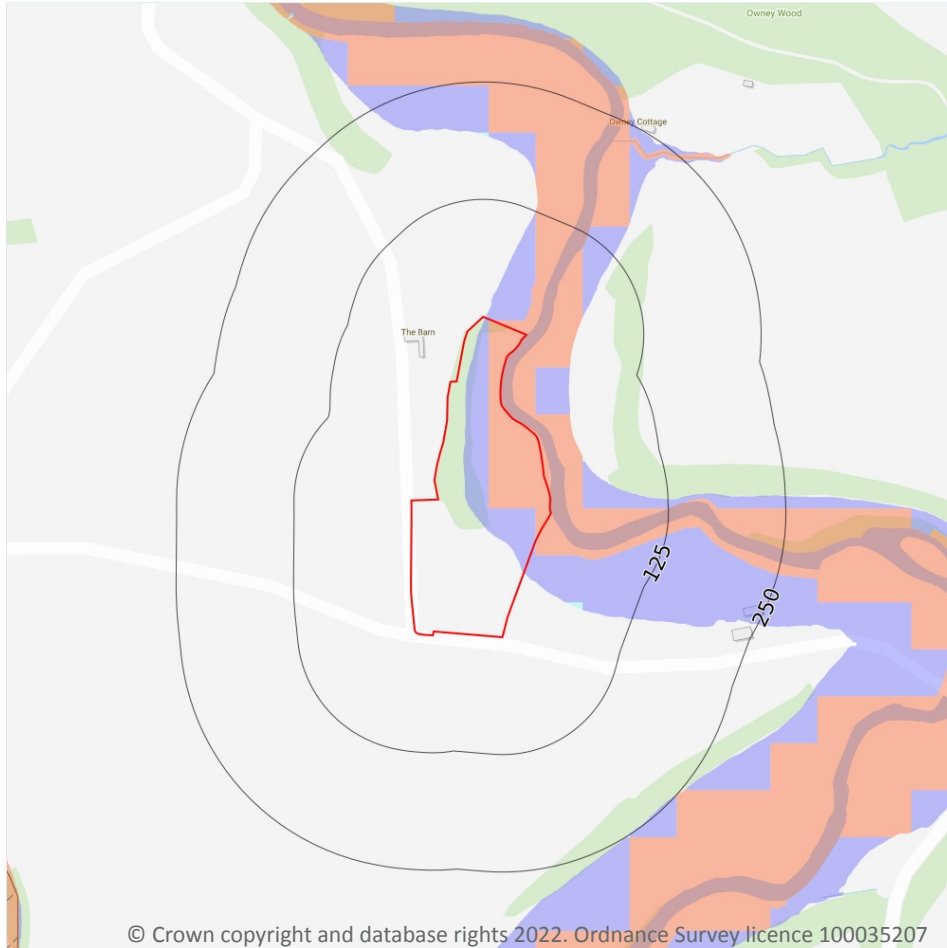
Surface water abstractions

These are records of licences for water abstractions from the surface water features in the area. Abstractions of surface water can be for uses such as an industrial process that requires large amounts of water, irrigation and in some cases for drinking water. For national security purposes, the locational accuracy of some abstraction licences may be degraded.

| ID | Distance | Direction | Details |
|----|----------|-----------|---|
| 0 | on site | | Licence No: 18/54/09/0515 Licence status: Active Use of water: Spray Irrigation - Direct Direct source: Surface Water Midlands Region Abstraction point: WILLOWS FARM, BURREINGTON - RIVER TEME Data type: Line Annual volume (m3): 24,550 Max daily volume (m3): 1,090 Original start date: 17/02/1988 Expiry Date: - Version start date: 10/05/1991 Version end date: - |

This data is sourced from the Environment Agency/Natural Resources Wales.

Flooding / Risk of flooding from rivers and the sea



Risk of flooding from rivers and the sea

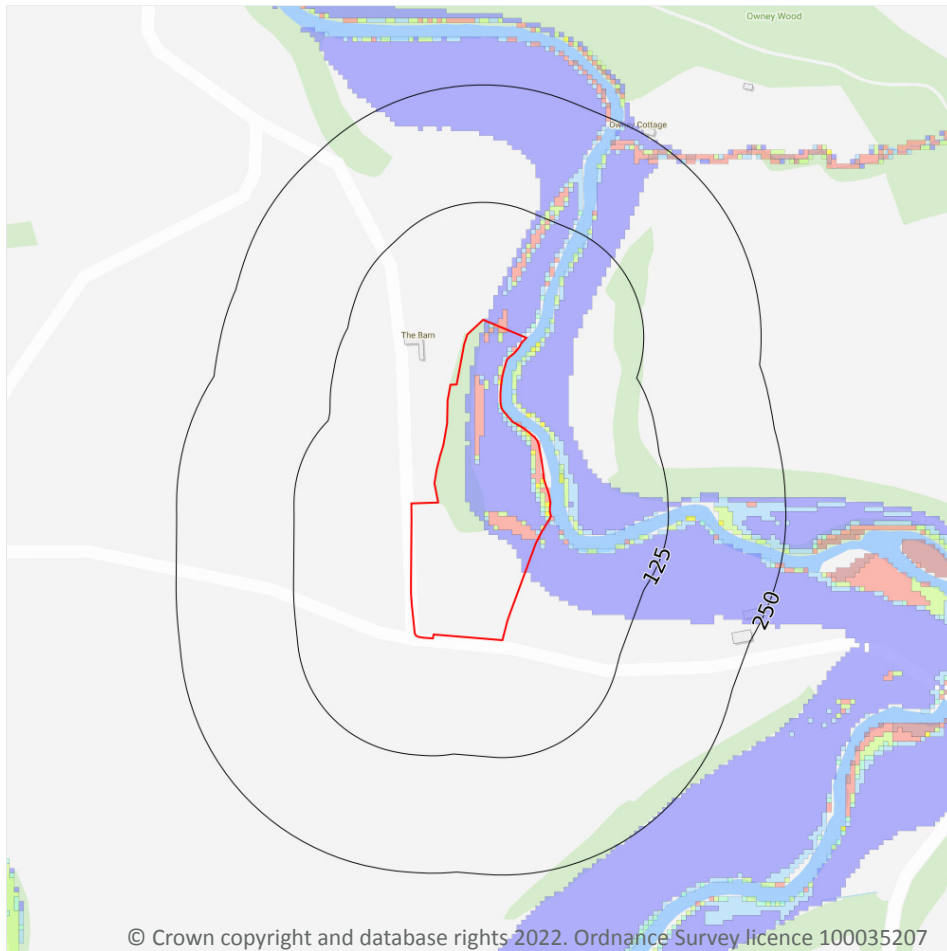
The property has a High chance of flooding in any given year, according to Risk of Flooding from Rivers and Sea (RoFRaS)/Flood Risk Assessment Wales (FRAW) data. This could cause problems with insuring the property against flood risk.

RoFRaS/FRAW assesses flood risk from rivers and the sea in England and Wales, using local data and expertise. It shows the chance of flooding from rivers or the sea, taking account of flood defences and the condition those defences are in. The model uses local water level and flood defence data to model flood risk. See page **page 41** for explanation of the levels of flood risk.

Please see **page 2** for further advice.

This data is sourced from the Environment Agency and Natural Resources Wales.

Flooding / Surface water flood risk



— Site Outline
Search buffers in metres (m)

Surface water flood risk

- Highly significant
- Significant
- High
- Moderate to high
- Moderate
- Low to moderate
- Low

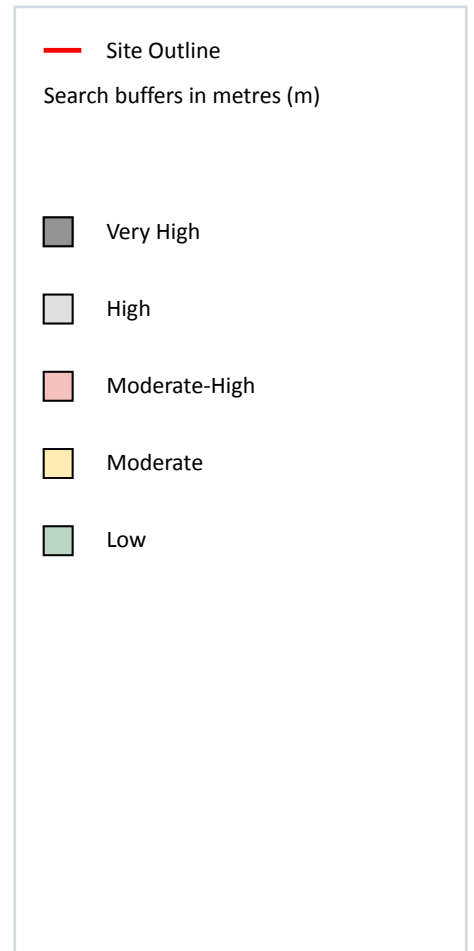
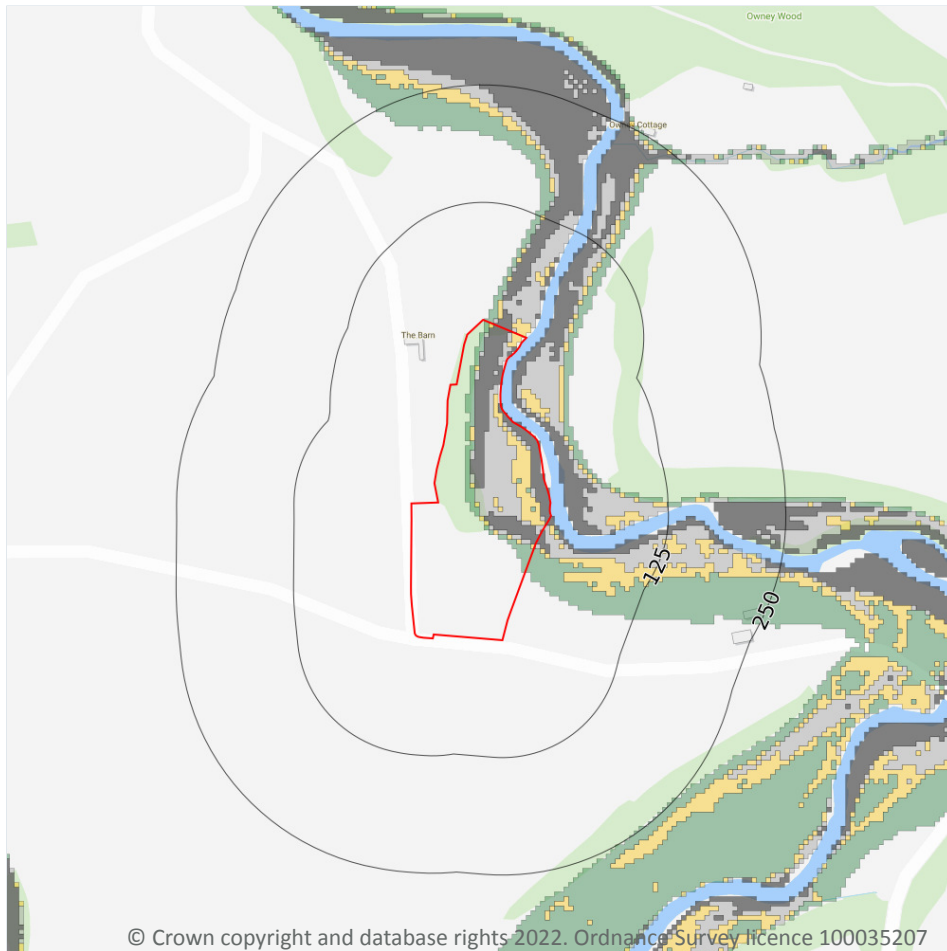
Surface water flood risk

The property is likely to be prone to flooding following extreme rainfall, which may have an impact on insuring the property against flood risk.

The area in which the property is located has been assessed to be at a Significant risk of surface water flooding. This area is considered to have a 1 in 30 probability of surface water flooding due to rainfall in a given year to a depth of between 0.3m and 1.0m. However, as is the case with probability statistics and predictions, this information should be used as a guideline only. The area may flood several years in a row, or not at all for many years. Modern urban drainage systems are typically built to cope with rainfall events between 1 in 20 and 1 in 30 years, though some older ones may flood in a 1 in 5 year rainfall event.

These risk calculations are based on Ambiantal Risk Analytics maps.

Flooding / Ambient FloodScore™ insurance rating

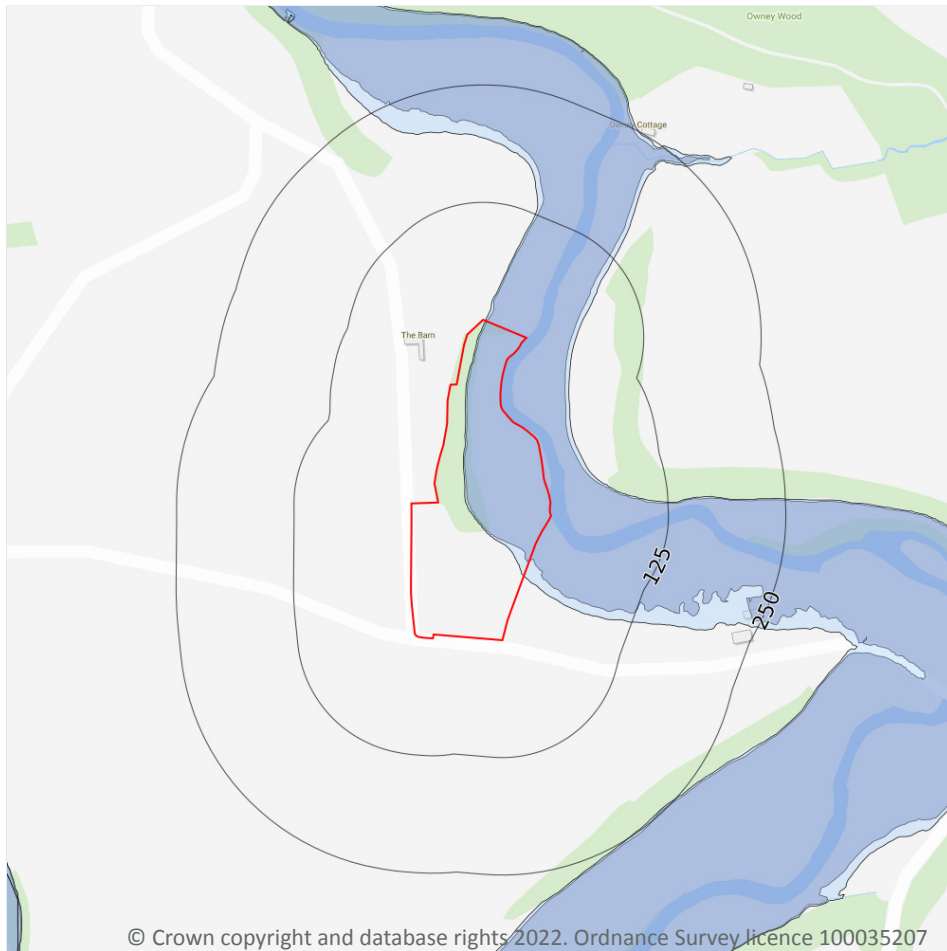


The property has been rated as having a Very High level of flood hazard.

Ambient's FloodScore™ insurance rating provides an indication of the likelihood of a property being flooded from river, coastal, groundwater and/or surface water flood. The FloodScore™ insurance rating information is based on a model and should not be relied upon as fact. It is only one of the many considerations reviewed as part of a commercial insurance policy.

Other underwriting considerations may include whether the building has been raised, are the contents raised off the floor, the construction type, business type, whereabouts the flooding impacts the property and the likelihood of business interruption such as access restrictions due to flood waters. As a property owner, understanding the risk to your property is valuable and adding flood resilience measures to the property, where known to be at risk, may help getting insurance or reducing the premium or excess charged by an insurer.

Flooding / Flood map for planning



- Site Outline
- Search buffers in metres (m)
- Flood zone 2
- Flood zone 3

The Environment Agency Flood Zone information is used within the planning system to help determine whether flood risk assessments are required for development. This guidance forms part of the National Planning Policy Framework (NPPF). The different Flood Zones are classified as follows (note that the risk values stated below do not take into account any flood defences -see the RoFRaS data for a rating that takes flood defences into account):

Zone 1 – little or no risk with an annual probability of flooding from rivers and the sea of less than 0.1%.

Zone 2 – low to medium risk with an annual probability of flooding of 0.1-1.0% from rivers and 0.1-0.5% from the sea.

Zone 3 (or Zone 3a) – high risk with an annual probability of flooding of 1.0% or greater from rivers, and 0.5% or greater from the sea.

Zone 3b – very high risk with the site being used as part of the functional flood plain or as a Flood Storage Area.

Owners of properties within Zone 2 and Zone 3 are advised to sign up to the Environment Agency's Flood Warning scheme. The Flood Zone(s) found at the property are shown in the table below.

Agricultural

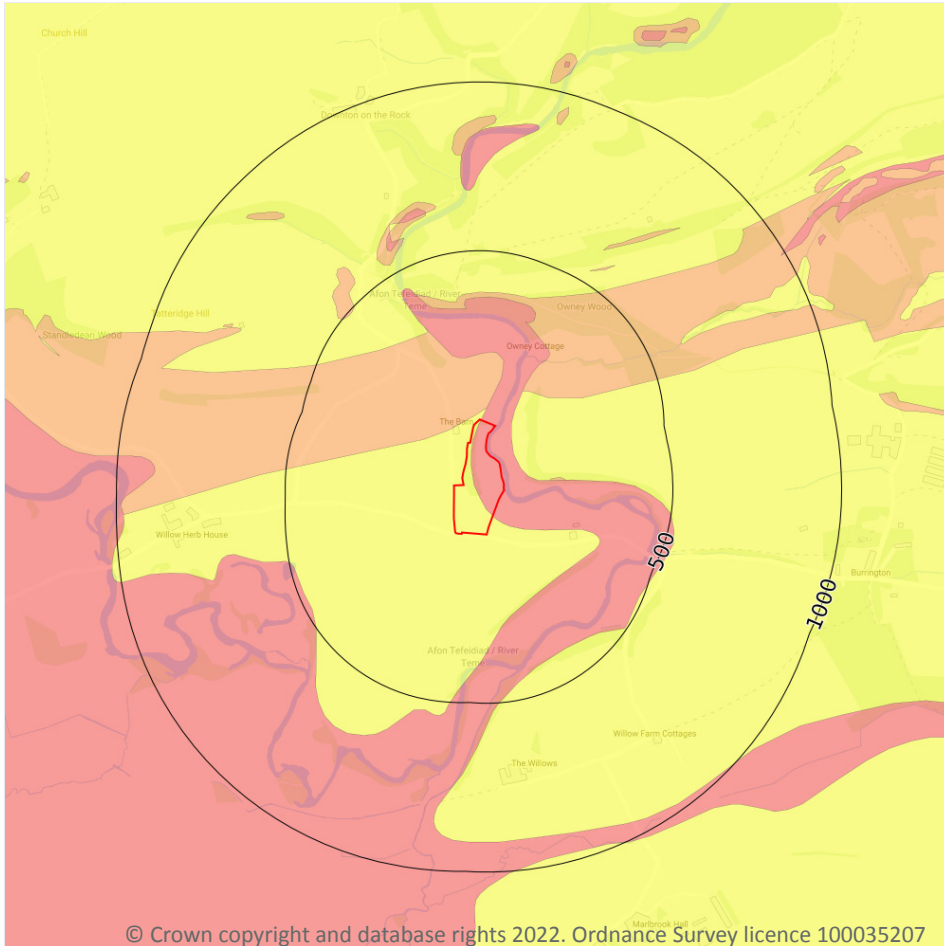
Land at, Downton on the Rock,
Ludlow, SY8 2HU

Ref: Index-2879501-5335
Your ref: 0192/RM/
Grid ref: 343089 272258

| Distance | Direction | Description |
|----------|-----------|--------------|
| 0 | on site | Flood zone 2 |
| 0 | on site | Flood zone 3 |

This data is sourced from the Environment Agency / Natural Resources Wales

Ground stability / Natural ground subsidence



- Site Outline
- Search buffers in metres (m)
- Moderate - high
- Low
- Negligible - very low

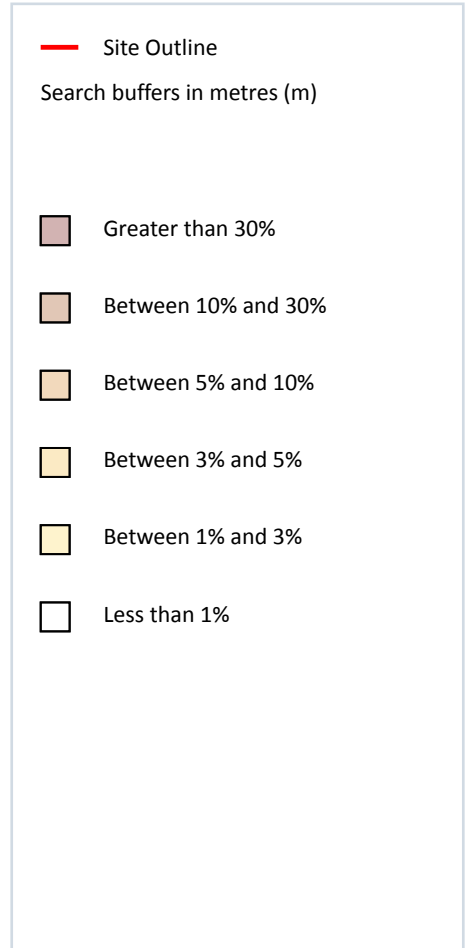
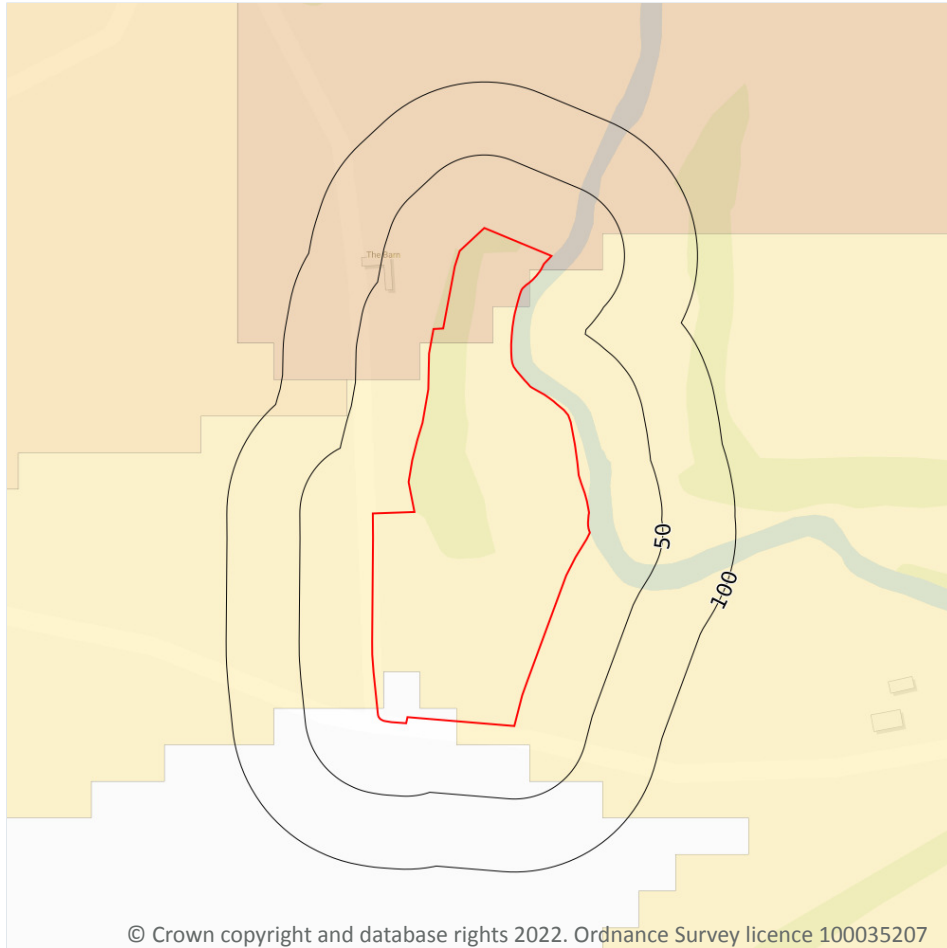
Natural ground subsidence

The property, or an area within 50m of the property, has a moderate to high potential for natural ground subsidence. This rating is derived from the British Geological Survey's GeoSure database, and is based upon the natural qualities of the geology at the site rather than any historical subsidence claims or events. Additionally, this data does not take into account whether buildings on site have been designed to withstand any degree of subsidence hazard.

Please see **page 2** for further advice.

Surveyors are normally aware of local problem areas in relation to subsidence, however, this data provided by the British Geological Survey (BGS) can highlight areas where a significant potential for natural ground subsidence exists and whether it may need particular consideration. The term "Subsidence" refers to ground movement that could cause damage to foundations in domestic or other properties.

Radon



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The property is in a radon affected area, meaning there is an increased risk that properties will contain elevated levels of radon.

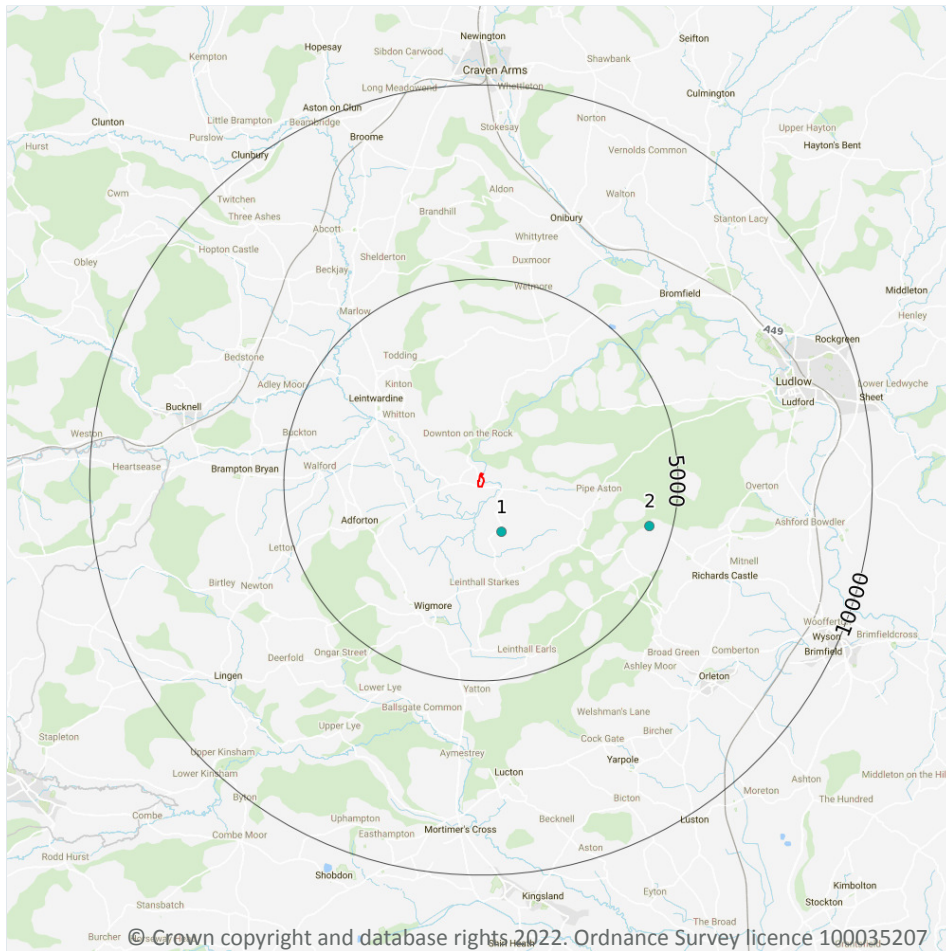
In order to determine if there is a problem at your property, a radon measurement in the building must be taken. Access to a testing service and further information on radon is available from Public Health England (PHE) or www.ukradon.org.

Radon is a colourless, odourless radioactive gas present in all areas of the United Kingdom, usually at levels that pose a negligible risk. However, the property is situated in an area where levels of radon can be much higher and pose a health risk. High levels of radon can cause lung cancer, particularly for smokers and ex-smokers. The higher the level and the longer the period of exposure, the greater the risk.

Please see **page 2** for further advice.

This data is sourced from the British Geological Survey/Public Health England.

Energy / Wind and solar



- Site Outline
- Search buffers in metres (m)
- Wind farms
- Proposed wind farms
- Proposed wind turbines
- Existing and agreed solar installations
- Proposed solar installations

Proposed wind turbines

Planning applications for individual wind turbines have been proposed within 5,000m of the property. See below for details of the operating company, number of turbines, project and turbine capacity.

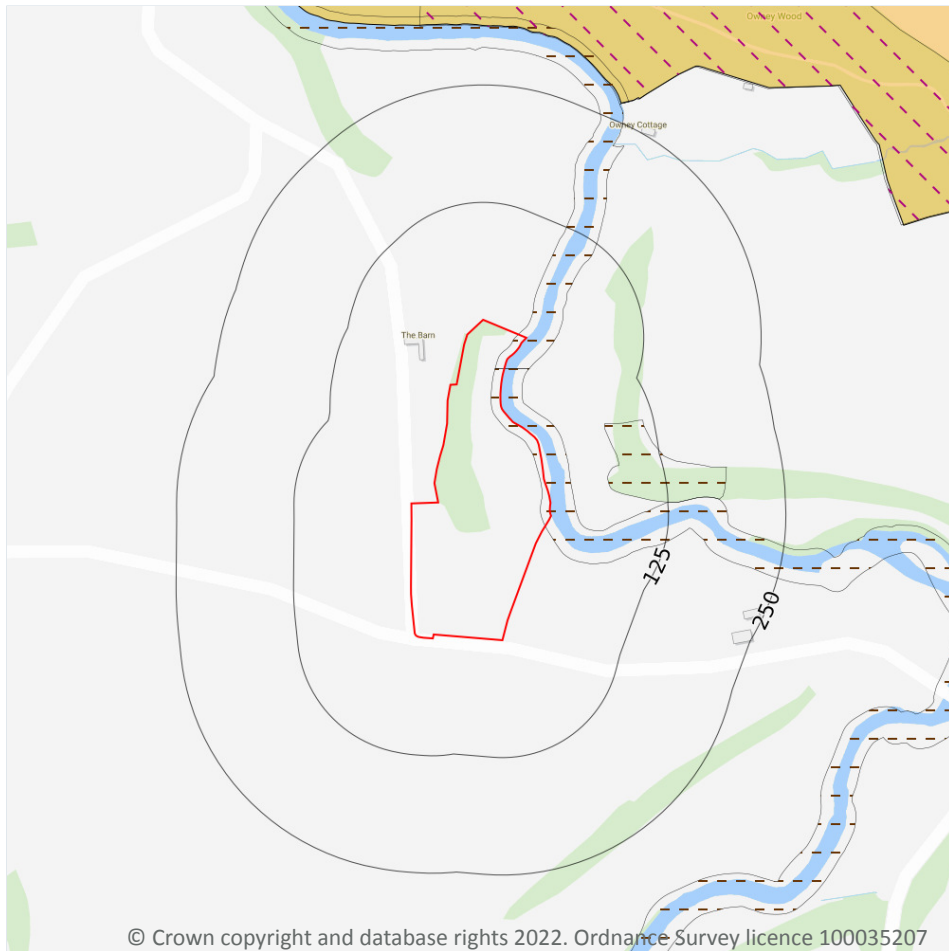
Please note some planning applications identified as having been refused may have subsequently been granted on appeal without appearing as such within this report. Additionally, please be aware that as the identified records are taken from a planning record archive, the proposals identified may have already been undertaken.

| ID | Distance | Direction | Details | |
|----|----------|-----------|---|---|
| 1 | 1-2 km | SE | Site Name: Marlbrook Hall, Leinthall Starkes, Ludlow, Shropshire, SY8 2HR Planning Application Reference: N101508/F Type of Project: Wind Turbine | Application Date: 2010-07-06 Planning Stage: Plans Approved Detail Plans Granted Project Details: Scheme comprises installation of 11kw wind turbine. Approximate Grid Reference: 343624, 270941 |
| 2 | 4-5 km | E | Site Name: Richards Castle, Herefordshire, Ludlow, Shropshire, SY8 4ET Planning Application Reference: N113070/F Type of Project: Wind Generator | Application Date: 2011-11-09 Planning Stage: Plans Approved Detail Plans Granted Project Details: Scheme comprises construction of a 20 metres self supporting lattice tower with domestic wind powered electricity generator supported by a mast base. Approximate Grid Reference: 347437, 271094 |

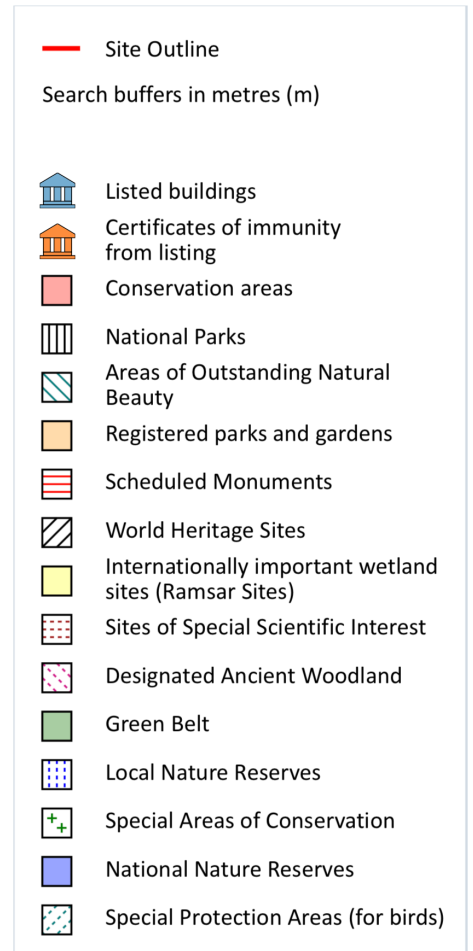
This information is derived from planning data supplied by Glenigan, in some cases with further accuracy applied by Groundsure's experts. This search includes planning applications for single wind turbines only, within 5,000m of the property. This data is updated on a quarterly basis.

If the existence of a planning application, passed or refused, may have a material impact with regard to the decision to purchase the property, Groundsure recommends independent, thorough enquiries are made with the Local Authority. If any applications have been identified within this report, Groundsure have included the planning reference to enable further enquiries to be made.

Planning constraints



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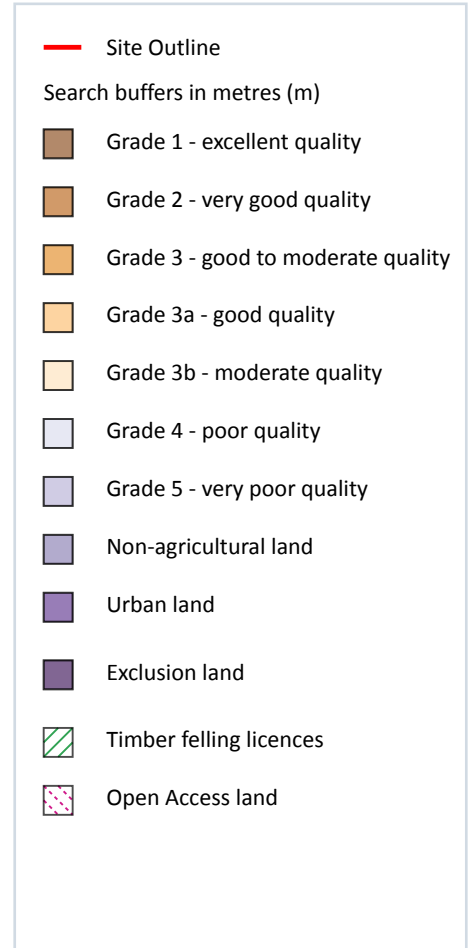
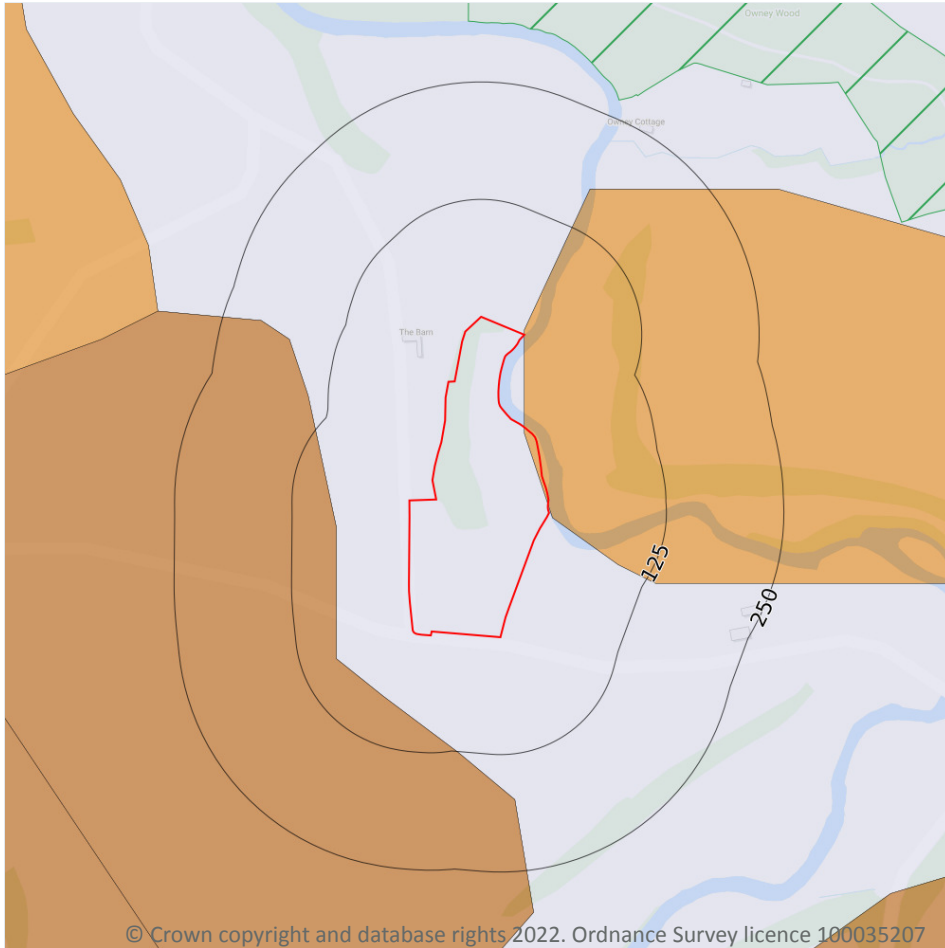
Sites of Special Scientific Interest

Sites of Special Scientific Interest (SSSIs) are nature conservation sites chosen because they are significantly important natural habitats for animals or plants or significant geologically. They are designated under the Wildlife and Countryside Act 1981. This national network of sites are subject to strict regulations, protecting against any developments on them.

| Distance | Direction | SSSI Name | Data Source |
|----------|-----------|---------------------|-----------------|
| 0 | on site | River Teme | Natural England |
| 0 | on site | River Teme | Natural England |
| 65 m | E | Burrington Sections | Natural England |

This data is sourced from Natural England/Natural Resources Wales/Scottish Natural Heritage. For more information see <https://www.gov.uk/guidance/protected-areas-sites-of-special-scientific-interest>

Agricultural Features



Agricultural land classifications

Agricultural land is classified into five grades and two subgrades. Grade one is best quality and grade five is poorest quality. A number of consistent criteria used for assessment which include climate (temperature, rainfall, aspect, exposure, frost risk), site (gradient, micro-relief, flood risk) and soil (depth, structure, texture, chemicals, stoniness). National planning policy defines the Best and Most Versatile agricultural land as land within grades 1, 2 and 3a. This is good to excellent quality land which can best deliver the food and non-food crops for the future.

| Distance | Direction | Details |
|----------|-----------|--|
| 0 m | on site | <p>Classification: Grade 3</p> <p>Description: Good to moderate quality agricultural land. Land with moderate limitations which affect the choice of crops, timing and type of cultivation, harvesting or the level of yield. Where more demanding crops are grown yields are generally lower or more variable than on land in Grades 1 and 2.</p> |

Agricultural

Land at, Downton on the Rock,
Ludlow, SY8 2HU

Ref: Index-2879501-5335
Your ref: 0192/RM/
Grid ref: 343089 272258

| Distance | Direction | Details |
|----------|-----------|---|
| 0 m | on site | <p>Classification: Grade 4</p> <p>Description: Poor quality agricultural land. Land with severe limitations which significantly restrict the range of crops and/or level of yields. It is mainly suited to grass with occasional arable crops (e.g. cereals and forage crops) the yields of which are variable. In moist climates, yields of grass may be moderate to high but there may be difficulties in utilisation. The grade also includes very droughty arable land.</p> |
| 73 m | SW | <p>Classification: Grade 2</p> <p>Description: Very good quality agricultural land. Land with minor limitations which affect crop yield, cultivations or harvesting. A wide range of agricultural and horticultural crops can usually be grown but on some land in the grade there may be reduced flexibility due to difficulties with the production of the more demanding crops such as winter harvested vegetables and arable root crops. The level of yield is generally high but may be lower or more variable than Grade 1.</p> |

This data has been sourced from Natural England under the Open Government Licence v3.0
<http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>

Datasets searched

This is a full list of the data searched in this report. If we have found results of note we will state "Identified". If no results of note are found, we will state "Not identified". Our intelligent filtering will hide "Not identified" sections to speed up your workflow.

| Agricultural Features | | Contaminated Land | |
|---|-------------------|---|-------------------|
| Abstraction licences | Identified | Dangerous or explosive sites | Not identified |
| Discharge consents | Not identified | Hazardous substance storage/usage | Not identified |
| Countryside stewardship schemes | Not identified | Sites designated as Contaminated Land | Not identified |
| Environmental stewardship schemes | Identified | Historical licensed industrial activities | Not identified |
| Nitrate Vulnerable Zone | Not identified | Current or recent licensed industrial activities | Not identified |
| Agricultural land classifications | Identified | Local Authority licensed pollutant release | Not identified |
| Open access land | Not identified | Pollutant release to surface waters | Not identified |
| Timber felling licences | Not identified | Pollutant release to public sewer | Not identified |
| Contaminated Land | | Dangerous industrial substances (D.S.I. List 1) | Not identified |
| Former industrial land use (1:10,560 and 1:10,000 scale) | Not identified | Dangerous industrial substances (D.S.I. List 2) | Not identified |
| Former tanks | Not identified | Pollution incidents | Not identified |
| Former energy features | Not identified | Superficial hydrogeology | |
| Former petrol stations | Not identified | Aquifers within superficial geology | Identified |
| Former garages | Not identified | Superficial geology | Identified |
| Former military land | Not identified | Bedrock hydrogeology | |
| Former landfill (from Local Authority and historical mapping records) | Not identified | Aquifers within bedrock geology | Identified |
| Waste site no longer in use | Not identified | Groundwater abstraction licences | Not identified |
| Active or recent landfill | Not identified | Bedrock geology | Identified |
| Former landfill (from Environment Agency Records) | Not identified | Source Protection Zones and drinking water abstractions | |
| Active or recent licensed waste sites | Not identified | Source Protection Zones | Not identified |
| Recent industrial land uses | Not identified | | |
| Current or recent petrol stations | Not identified | | |

Source Protection Zones and drinking water abstractions

| | |
|---|----------------|
| Source Protection Zones in confined aquifer | Not identified |
| Drinking water abstraction licences | Not identified |

Hydrology

Water courses from Ordnance Survey **Identified**

Surface water abstractions **Identified**

Flooding

Risk of flooding from rivers and the sea **Identified**

| | |
|---|----------------|
| Flood storage areas: part of floodplain | Not identified |
| Historical flood areas | Not identified |
| Areas benefiting from flood defences | Not identified |
| Flood defences | Not identified |
| Proposed flood defences | Not identified |

Surface water flood risk **Identified**

| | |
|----------------------|----------------|
| Groundwater flooding | Not identified |
|----------------------|----------------|

Natural ground subsidence

Natural ground subsidence **Identified**

| | |
|-----------------------------|----------------|
| Natural geological cavities | Not identified |
|-----------------------------|----------------|

Non-natural ground subsidence

| | |
|-----------------|----------------|
| Coal mining | Not identified |
| Non-coal mining | Not identified |
| Mining cavities | Not identified |
| Infilled land | Not identified |

Radon

Radon **Identified**

Oil and gas

| | |
|------------------------------------|----------------|
| Oil or gas drilling well | Not identified |
| Proposed oil or gas drilling well | Not identified |
| Licensed blocks | Not identified |
| Potential future exploration areas | Not identified |

Wind and solar

| | |
|---------------------|----------------|
| Wind farms | Not identified |
| Proposed wind farms | Not identified |

Proposed wind turbines **Identified**

| | |
|---|----------------|
| Existing and agreed solar installations | Not identified |
| Proposed solar installations | Not identified |

Energy

| | |
|---|----------------|
| Electricity transmission lines and pylons | Not identified |
| National Grid energy infrastructure | Not identified |
| Power stations | Not identified |
| Nuclear installations | Not identified |
| Large Energy Projects | Not identified |

Transportation

| | |
|--|----------------|
| HS2 route: nearest centre point of track | Not identified |
| HS2 route: nearest overground section | Not identified |
| HS2 surface safeguarding | Not identified |
| HS2 subsurface safeguarding | Not identified |
| HS2 Homeowner Payment Zone | Not identified |
| HS2 Extended Homeowner Protection Zone | Not identified |
| HS2 stations | Not identified |
| HS2 depots | Not identified |
| HS2 noise and visual assessment | Not identified |

Transportation

| | |
|-------------------------------------|----------------|
| Crossrail 1 route | Not identified |
| Crossrail 1 stations | Not identified |
| Crossrail 2 route | Not identified |
| Crossrail 2 stations | Not identified |
| Crossrail 2 worksites | Not identified |
| Crossrail 2 headhouses | Not identified |
| Crossrail 2 safeguarding area | Not identified |
| Active railways | Not identified |
| Railway tunnels | Not identified |
| Active railway stations | Not identified |
| Historical railway infrastructure | Not identified |
| Abandoned railways | Not identified |
| London Underground and DLR lines | Not identified |
| London Underground and DLR stations | Not identified |
| Underground | Not identified |
| Underground stations | Not identified |

Planning

| | |
|--|----------------|
| Large projects searched to 750m | Not identified |
| Small projects searched to 500m | Not identified |
| House extensions and small new builds searched to 250m | Not identified |
| Mobile phone masts | Not identified |
| Mobile phone masts planning records | Not identified |

Planning constraints

| | |
|--|-------------------|
| Sites of Special Scientific Interest | Identified |
| Internationally important wetland sites (Ramsar Sites) | Not identified |
| Special Areas of Conservation | Not identified |

Planning constraints

| | |
|---------------------------------------|----------------|
| Special Protection Areas (for birds) | Not identified |
| National Nature Reserves | Not identified |
| Local Nature Reserves | Not identified |
| Designated Ancient Woodland | Not identified |
| Green Belt | Not identified |
| World Heritage Sites | Not identified |
| Areas of Outstanding Natural Beauty | Not identified |
| National Parks | Not identified |
| Conservation Areas | Not identified |
| Listed Buildings | Not identified |
| Certificates of Immunity from Listing | Not identified |
| Scheduled Monuments | Not identified |
| Registered Parks and Gardens | Not identified |

Contaminated Land assessment methodology

Environmental risk framework

This report is designed to provide a basic environmental liability risk assessment for the purposes of transaction due diligence, financing arrangements and similar circumstances. The report comprises a basic risk assessment within the general principles of the contaminant-pathway-receptor pollutant linkage model and with due regard for relevant publications issued by the Department of Environment, Food and Rural Affairs (and predecessor government departments) the British Standards Institute and the European Union.

Please note Groundsure Agricultural Reports and assessments are only suitable for agricultural land and associated farmyards which are to remain in use for agricultural purposes. If you require an assessment for redevelopment purposes, please contact your search provider for further guidance.

Explicit opinion is provided with regard to potential liability for the property to be identified as Contaminated Land in accordance with the meaning set out in Part 2A of the Environmental Protection Act 1990. Consideration and due regard is also made of associated legislation that may lead to related statutory or third party environmental liability, including but not limited to the Water Resources Act 1991, the Water Act 2014, the Contaminated Land Regulations 2006, Environmental Permitting Regulations 2010, the Environmental Damage (Prevention and Remediation) (England) (Amendment) Regulations 2015 in England and the Environmental Damage (Prevention and Remediation) (Amendment) (Wales) Regulations 2015 in Wales.

This report does not contain a detailed Conceptual Site Model as required in the National Planning Policy Framework, however, it may prove highly effective in determining whether such further assessment is appropriate.

The report is based upon the information contained in subsequent dataset sections. Some datasets have been generated by and are unique to Groundsure, whilst others are provided by recognised bodies including Environment Agency/Natural Resources Wales, British Geological Survey, Public Health England, Local Authorities, etc. Groundsure may also have been provided with further details regarding the site by the client and / or their advisers. In the absence of such, Groundsure has made a best estimation regarding current and proposed land use. This report and the risk assessment presented is based purely upon this information.

In undertaking this report Groundsure has not, unless explicitly stated to the contrary, undertaken a site inspection, site investigation, consulted directly with the Local Authority with specific regard to the subject property or reviewed existing environmental reports. Whilst every effort is made to consider likely environmental liabilities on the basis of the information assessed, certain issues may only be readily discernible from physical site inspection and / or investigation.

Contaminant source - Pathway - Receptor definitions

Contaminant sources include (but are not limited to):

- Historical on-site and historical off-site sources (works, factories, oil tanks, landfill sites)
- Current on-site and current off-site sources (petrol stations, industrial facilities)

Pathways comprise:

- Any mechanisms facilitating 'receptor' exposure to contaminative 'sources'

Receptors include:

- Human health i.e. site users or occupiers, adjacent site users or occupiers
- Controlled Waters i.e. groundwater, surface water (rivers and streams etc)
- Habitats and biodiversity (in particular nature reserves or other designated sensitive habitats)
- Property, buildings and infrastructure

Environmental risk assessment definitions

A risk rating will be provided on the front page of the report depending on the level of environmental liability that there has been assessed to be at the site. The ratings are defined as follows:

Low: There are unlikely to be significant environmental liabilities associated with the property.

Low to Moderate: There are unlikely to be significant environmental liabilities associated with the property with regard to the

proposed use. However, minor issues may require further consideration and assessment under certain circumstances e.g. redevelopment.

Moderate: Some potential environmental liabilities are likely to reside with the property as a result of historical and / or current use. Whilst unlikely to represent an immediate significant issue, if left unchecked this position may change with time. A prudent purchaser may wish to make further enquiries of the vendor / undertake limited further due diligence / seek environmental improvements. Redevelopment of the site will likely require further, more detailed assessment.

Moderate to High: Some potential significant environmental liability issues have been identified at the property requiring further assessment. Should further information be available it may be possible to re-assess the risk. In the absence of sufficient further information, further assessment might comprise consultation with the environmental regulators / review of existing environmental reports / commissioning new environmental reports / consideration of environmental insurance.

High: Significant potential environmental liabilities have been identified at the property. Further detailed environmental due diligence will likely be required and may include review of existing environmental reports / commissioning new environmental reports including site investigations / consideration of environmental insurance / transaction restructuring.

Is there a risk of statutory (e.g. Part 2A EPA 1990) or third party action being taken against the site?

This response considers the risk of legal liability arising through ownership or occupation and use of the property through statutory or other third party claims.

Does the property represent Acceptable Banking Security from an environmental risk perspective?

Consideration is given to the suitability of the property as robust financial security for the purposes of secured lending facilities. An assumption is made here that the subject property is being considered in isolation and that normal commercial lending loan to value ratios are being considered.

Groundsure may in certain circumstances be able to make a specific lender liability assessment based on a full view of financial arrangements and hence the commercial context of the environmental risks.

Is there a risk that the property value may be impacted due to environmental liability issues?

This response sets out to advise whether environmental liabilities are likely to materially impact upon a standard Royal Institution of Chartered Surveyors valuation of the property necessitating further assessment.

Environmental Damage (Prevention and Remediation) Regulations 2015

The Environmental Damage (Prevention and Remediation) (England) (Amendment) Regulations 2015, the Environmental Damage (Prevention and Remediation) (Amendment) (Wales) Regulations 2015 and the Environmental Liability (Scotland) Amendment Regulations 2015 came into force on 19th July 2015, and amend the Environmental Damage (Prevention and Remediation) Regulations 2009, which came into force in England on 1st March 2009, in Wales on 6th May 2009 and in Scotland on 24th June 2009. These regulations implement the European Directive on Environmental Liability (2004/35/EC) and are aimed at ensuring responsible parties prevent and remedy environmental damage to the following receptors:

- Sites of Special Scientific Interest (SSSIs), other protected habitats and protected species
- Surface waters
- Groundwater
- Land, if contamination of the land results in significant risk of adverse effects on human health

The regulations are based on the 'polluter pays' principle and ensures that those responsible for causing environmental damage are those responsible for paying to prevent and remedy such damage. 'Environmental Damage' has a specific meaning within the Regulations, and covers only the most serious cases. For damage to SSSIs, EU protected species and habitats and damage to water, primary remediation, complementary remediation and compensatory remediation may be required by the enforcing authorities (Environment Agency/Natural Resources Wales, Scottish Environment Protection Agency (SEPA), Local Authorities, the Marine Fisheries Agency, Marine Scotland, Welsh Ministers and Natural England/Natural Resources Wales/Scottish Natural Heritage).

The regulations apply on land in England, Wales and Scotland, 1 nautical mile seaward from the baseline (in relation to water damage), on the seabed around the UK up to the limits set out in the Continental Shelf Act 1964, and to waters in the Renewable Energy Zone, which extends approximately 200 miles out to sea (in relation to protected species and natural habitats). These

regulations are designed to work in tandem with Part 2A of the Environmental Protection Act, and only apply to environmental damage caused after the Regulations came into force. Groundsure's assessment of the site is not an assessment of the potential for Environmental Damage to occur at the site, but is an assessment of the sensitivity of the site in relation to relevant receptors.

Flood information

The Flood Risk Assessment section is based on datasets covering a variety of different flooding types. No inspection of the property or of the surrounding area has been undertaken by Groundsure or the data providers. The modelling of flood hazards is extremely complex and in creating a national dataset certain assumptions have been made and all such datasets will have limitations. These datasets should be used to give an indication of relative flood risk rather than a definitive answer. Local actions and minor variations, such as blocked drains or streams etc. can greatly alter the effect of flooding. A low or negligible modelled flood risk does not guarantee that flooding will not occur. Nor will a high risk mean that flooding definitely will occur. Groundsure's overall flood risk assessment takes account of the cumulative risk of river and coastal data, historic flood events and areas benefiting from flood defences provided by the Environment Agency/Natural Resources Wales (in England and Wales) and surface water (pluvial) and groundwater flooding provided by Ambient Risk Analytics. In Scotland the river and coastal flood models are also provided by Ambient Risk Analytics.

Risk of flooding from rivers and the sea

This is an assessment of flood risk for England and Wales produced using local data and expertise, provided by the Environment Agency (RoFRaS model) and Natural Resources Wales (FRAW model). It shows the chance of flooding from rivers or the sea presented in categories taking account of flood defences and the condition those defences are in. The model uses local water level and flood defence data to model flood risk.

The categories associated with the Environment Agency and Natural Resources Wales models are as follows:

RoFRaS (rivers and sea) and FRAW (rivers):

Very Low - The chance of flooding from rivers or the sea is considered to be less than 1 in 1000 (0.1%) in any given year.

Low - The chance of flooding from rivers or the sea is considered to be less than 1 in 100 (1%) but greater than or equal to 1 in 1000 (0.1%) in any given year.

Medium - The chance of flooding from rivers or the sea is considered to be less than 1 in 30 (3.3%) but greater than 1 in 100 (1%) in any given year.

High - The chance of flooding from rivers or the sea is considered to be greater than or equal to 1 in 30 (3.3%) in any given year.

FRAW (sea):

Very Low - The chance of flooding from the sea is considered to be less than 1 in 1000 (0.1%) in any given year.

Low - The chance of flooding from the sea is considered to be less than 1 in 200 (0.5%) but greater than or equal to 1 in 1000 (0.1%) in any given year.

Medium - The chance of flooding from the sea is considered to be less than 1 in 30 (3.3%) but greater than 1 in 200 (0.5%) in any given year.

High - The chance of flooding from the sea is considered to be greater than or equal to 1 in 30 (3.3%) in any given year.

Historic flood events

Over 86,000 events are recorded within this database. This data is used to understand where flooding has occurred in the past and provides details as available. Absence of a historic flood event for an area does not mean that the area has never flooded, but only that Environment Agency/Natural Resources Wales do not currently have records of flooding within the area. Equally, a record of a flood footprint in previous years does not mean that an area will flood again, and this information does not take account of flood management schemes and improved flood defences.

Surface water flooding

Ambient Risk Analytics surface water flood map identifies areas likely to flood following extreme rainfall events, i.e. land naturally vulnerable to surface water or "pluvial" flooding. This data set was produced by simulating 1 in 30 year, 1 in 100 year, 1 in 250 year and 1 in 1000 year rainfall events. The flood risks for these rainfall events are reported where the depth would be greater than the

threshold for a standard property to modern building standards. Modern urban drainage systems are typically built to cope with rainfall events between 1 in 20 and 1 in 30 years, though older ones may even flood in a 1 in 5 year rainstorm event.

Proposed flood defences

The data includes all Environment Agency/Natural Resources Wales's projects over £100K that will change or sustain the standards of flood defence in England and Wales over the next 5 years. It also includes the equivalent schemes for all Local Authority and Internal Drainage Boards.

Flood storage areas

Flood Storage Areas may also act as flood defences. A flood storage area may also be referred to as a balancing reservoir, storage basin or balancing pond. Its purpose is to attenuate an incoming flood peak to a flow level that can be accepted by the downstream channel. It may also delay the timing of a flood peak so that its volume is discharged over a longer time interval. These areas are also referred to as Zone 3b or 'the functional floodplain' and has a 5% or greater chance of flooding in any given year, or is designed to flood in the event of an extreme (0.1%) flood or another probability which may be agreed between the Local Planning Authority and Environment Agency/Natural Resources Wales, including water conveyance routes. Development within Flood Storage Areas is severely restricted.

Groundwater flooding

Groundwater flooding is flooding caused by unusually high groundwater levels. It occurs as excess water emerging at the ground surface or within underground structures such as basements. Groundwater flooding tends to be more persistent than surface water flooding, in some cases lasting for weeks or months, and it can result in significant damage to property. This risk assessment is based on a 5m Digital Terrain Model (DTM) and 1 in 100 year and 1 in 250 year return periods.

Planning data limitations

The planning applications section of this report contains data provided under licence from Glenigan, who are widely recognised in the industry as the market leaders in the collection and distribution of planning information in the UK. Glenigan collects on average 4,000 planning applications per day. As such, neither Groundsure or Glenigan are able to check the accuracy of the information that has been submitted by the applicant. All application information is based on the information submitted at the time of application and due to the volumes and the automated processes involved it is not possible to undertake additional checks to confirm its accuracy. As with any dataset of this size and complexity there are limitations, which are highlighted below.

The planning section in our report is fully automated and Groundsure does not undertake visits to the Local Authority or manually search for planning records against other sources as this would be cost-prohibitive to most clients. With each report, Glenigan provides Groundsure with the location detail for each planning application, which is then published within our report. The method for deriving the location detail depends on the type of planning application.

The location of applications are represented in this report as single points for house extensions and small new builds, small developments and points or polygons for large developments. If an application associated with a small development is shown on the map as a polygon it is because it was once classified as a large development and has since been downgraded. The location of applications is derived from either the grid references provided by the applicant on the planning application form or by address finding software using the site address. If the application is represented by a point, it may not represent the nearest border of the development and may fall outside of the development boundary. If the application is represented by a polygon, we only map the outer extents of proposed developments. Some developments are comprised of multiple areas and in these cases we will show all polygons on the map but only label the one closest to the property. The information contained within this report should be used in conjunction with a visit to the relevant local authority's website to determine the exact location of the development, determine any possible distinctions within the development area, and how this may impact the subject property.

Groundsure has incorporated a dynamic search radius to ensure the most relevant data is presented. This variable search distance is based on House of Commons Library data which categorises areas according to the size of the settlement. Groundsure has distilled these into three core categories. These categories are mega urban, urban and rural and the following search distances apply:

- Mega urban: 250m for large developments, 75m for small developments and 50m for house extensions and small new builds
- Urban: 500m for large developments, 125m for small developments and 50m for house extensions and small new builds
- Rural: 750m for large development, 500m for small development and 250m for house extensions and small new builds

Please note, the search radius assigned to this property is detailed within the planning section of the report.

Due to differing methodologies adopted by Local Authorities, some planning applications identified as having been refused may have subsequently been granted on appeal without appearing as such within this report. As such, if any refused applications are identified within this report, or should the existence or absence of a planning application, consent or similar have a material impact with regard to the decision to purchase a property, the client or beneficiary should make independent thorough enquiries of the Local Authority. Groundsure has excluded certain records of the publicly available data from this report which may have created duplications of reference to the same application. This includes, but is not limited to, data relating to applications such as amendments or variations of planning applications, discharge of conditions, or other associated applications. The report does not contain information on Lawful Development Certificates, Permitted Developments, Prior Approvals, Tree Preservation Orders, and other applications that are considered minor in terms of the level of construction. Additionally, an area of land may be identified for development within the local authority development plan, but for which no formal planning application exists. As such these are not included within the search.

Groundsure provides a web link to individual planning records in this report, but over time Local Authorities may have altered their website structure or record storage and so not all links may still be active. In the case of broken links, customers can use the planning application reference to search the Local Authority planning website manually. Due to data collection methods and processing time, there may be a period of up to 10 days between the application being published on the local authority website and appearing within the Groundsure report.

It is important to note the terms and conditions under which the report was sold, and in particular, whilst Groundsure makes every effort to ensure that data is sourced from reliable providers, it is unable to guarantee that the information is accurate, complete or up to date. Groundsure shall not be liable for any losses or damages incurred by the client or beneficiary, including but not limited to any losses or damages that arise as a result of any error, omission or inaccuracy in any part of the Groundsure Materials where such part is based on any Third Party Content or any reasonable interpretation of Third Party Content. We recommend checking the contents of the TA6 Property Information Form completed by the seller to determine if any planning applications were revealed. If they were not and you believe this should have been included we recommend discussing this with your conveyancer.

Conservation Area data limitations

Please note the Conservation Area data is provided by Historic England and individual Local Authorities. Due to different methodologies used by different Local Authorities the data may be incomplete. We recommend reviewing your local search for confirmation.

Underground data limitations

This database was created by Groundsure using publicly available open data and data from OpenStreetMap. The data is not provided by or endorsed by Transport for London (TfL) and minor differences between TfL's official data and Groundsure's data may occur in relation to the London Underground. Please note that the London Underground, Merseyrail, and Tyne and Wear Metro operate both underground and above ground.

Subsidence data limitations

The natural ground subsidence assessment is based on the British Geological Survey's GeoSure data. GeoSure is a natural ground stability hazard susceptibility dataset, based on the characteristics of the underlying geology, rather than an assessment of risk. A hazard is defined as a potentially damaging event or phenomenon, whereas a risk is defined as the likelihood of the hazard impacting people, property or capital. The GeoSure dataset consists of six data layers for each type of natural ground subsidence hazard. These are shrink-swell clay, landslide, compressible ground, collapsible ground, dissolution of soluble rock and running sand.

Agricultural

Land at, Downton on the Rock,
Ludlow, SY8 2HU

Ref: Index-2879501-5335
Your ref: 0192/RM/
Grid ref: 343089 272258

Each hazard is then provided with a rating on its potential to cause natural ground subsidence. This rating goes from A-E, with A being the lowest hazard, E being the highest. Groundsure represent full GeoSure data as either Negligible (ratings of A), Very Low (ratings of B), Low (C), Moderate (D) or High (E). Where GeoSure Basic is instead used, ratings are displayed as Negligible-Very Low (A or B ratings), Low (C) or Moderate-High (D or E). The GeoSure data only takes into account the geological characteristics at a site. It does not take into account any additional factors such as the characteristics of buildings, local vegetation including trees or seasonal changes in the soil moisture content which can be related to local factors such as rainfall and local drainage. These factors should be considered as part of a structural survey of the property carried out by a competent structural surveyor. For more information on the "typical safe distance" trees should be from a property please see this guide: <https://www.abi.org.uk/globalassets/sitecore/files/documents/publications/public/migrated/home/protecting-your-home-from-subsidence-damage.pdf>

Conveyancing Information Executive and our terms & conditions

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Data providers

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

Overall Result:

Passed

Expert Opinion:

There are no further actions that should hinder the completion of this transaction.

Report Address:

Land At, Downton On The Rock, Ludlow, SY82HU

Report Details:

TF Reference:
TFC202208161227175N-SY82HU

Client Reference:
0192/RM/

Date: 16/08/2022



User Key:


- Lender Attention
- Conveyancer Further Action
- Purchaser Advisory
- Passed - No Further Action

Assessed by TerraFirma's

Geohazard & Risk Experts



PASSED | **CON29M**




No further actions

PASSED | **NON-COAL MINING**




No further actions

ADVISORY | **NATURAL PERILS**



Hazards identified, please see assessment

PASSED | **CLAY SUBSIDENCE**




No further actions

PASSED | **COASTAL HAZARDS**




No further actions

IDENTIFIED | **RADON**



Hazards identified, please see assessment

NOT IDENTIFIED | **OIL & GAS**



No further actions

NOT IDENTIFIED | **MINERAL PLANNING**



No further actions

Next steps

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Please see below for Terrafirma's recommendations relating to this transaction. These may be copied into the Report on Title. This information is valid for non-residential transactions and should not be relied upon for residential transactions. No physical site inspection has been carried out. The recommendations on this page only highlight the information that Terrafirma has determined should be drawn to the reader's attention. Further information on other hazards is provided in the relevant modules of this report.

RECOMMENDED NEXT STEPS

Advisory

Potentially compressible soils greater than 1m thick have been identified from BGS Data beneath the property. Significant settlements can occur where buildings are founded on compressible soils which can result in building damage. Changes in groundwater levels (for example due to new drainage) can also result in settlement. Paved areas and buried pipes can also be affected by ground movements from compressible soils.

Suitable geotechnical engineering advice should be sought for new foundations to make sure they extend below any compressible deposits and for any changes to drainage on the site.

The Site is located within an area considered susceptible to slope instability. A prudent purchaser should obtain a detailed buildings survey prior to purchase to confirm that no visible slope movements affecting buildings or buried pipes have taken place.

Where any issues are identified, or if evidence of instability occurs in the future, you may consider conducting a slope stability assessment from an appropriate geotechnical engineer.

Terrafirma consider it prudent that an appropriate commercial RICS Structural and/or Building Survey is acquired for any properties/structures present on the Site in question to assess, amongst other important considerations, their structural condition. This report will highlight any subsidence-related defects, which may relate to ground instability, while also noting any serious or dangerous issues that may require attention. This survey will also include advice on any defects, repairs or maintenance decisions.

If the purchaser is considering any future development of the Site, further recommendations may apply. More information relating to the development of the Site can be found in the **Geological Conditions Section**.



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CON29M Coal Mining

Passed
NO ACTION

Professional opinion

Within the scope of this assessment, the Site is not considered to be susceptible to coal mining-related ground instability. Any identified coal mining features are considered unlikely to impact the value or security of the Site for normal lending purposes and there is no reason for them to impact upon the completion of this transaction.

What coal mining activity has been identified?

Is the Site within a Coal Authority reporting area?

No

| | | | |
|---|----------------|--|----------------|
| 1. Past underground coal mining | Not Identified | 2. Present underground coal mining | Not Identified |
| 3. Future underground coal mining | Not Identified | 4. Shafts and adits (mine entries) | Not Identified |
| 5. Coal mining geology | Not Identified | 6. Past opencast coal mining | Not Identified |
| 7. Present opencast coal mining | Not Identified | 8. Future opencast coal mining | Not Identified |
| 9. Coal mining subsidence claims | Not Identified | 10. Mine gas emissions | Not Identified |
| 11. Emergency surface hazard call-out incidents | Not Identified | 12. Withdrawal of support | Not Identified |
| 13. Working facilities orders | Not Identified | 14. Payments to owners of former copyhold land | Not Identified |

Detailed findings of coal mining activity

Q1. Past underground coal mining

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

- A. The Site is not within a surface area that could be affected by historic, known underground coal mining.
The Site is not within a surface area that could be affected by historic, known shallow underground coal mining.
The Site is not within a surface area that could be affected by historical unrecorded shallow underground mining.

Q2. Present underground coal mining

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

- A. The Site is not situated within an area which could be affected by currently active underground coal mining.

Q3. Future underground coal mining

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

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

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

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



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- A. The Site is not situated within an area which could be affected by any future underground coal mining. However, reserves of coal exist in the local area which could be worked at some time in the future.

The Site is not situated within the influence of a Section 46 Notice.

Q4. Shafts and adits (mine entries)

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

- A. There are no recorded mine entries within 20 metres of the Site.

Q5. Coal mining geology

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

- A. There are no recorded faults, fissures or breaklines that occur within the influence of the Site.

Q6. Past opencast coal mining

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

- A. The Site is not situated within any past licence areas for the opencast extraction of coal.
There are no unlicensed opencast pits or extraction sites beneath the Site.

Q7. Present opencast coal mining

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

- A. The Site is not situated within an area which could be affected by currently active opencast coal mining.

Q8. Future opencast coal mining

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

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

- A. There are no plans by the Coal Authority to grant a licence to extract coal using opencast methods within 800 metres surrounding the Site.

Q9. Coal mining subsidence claims

(a) Has any damage notice or claim for alleged coal mining subsidence damage to the property been given, made or pursued since 1st January 1994?

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

(c) Has any request been made under section 33 of the 1991 Act to execute preventive works before coal is worked?



- A. There is no record of any coal mining-related damage notices or subsidence claims for the Site or for any Site within 50 metres of the Site.

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

Q10. Mine gas emissions

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

- A. There are no records of any Mine Gas hazards within the influence of the Site and there is no record of any Mine Gas emissions requiring action.

Q11. Emergency surface hazard call-out incidents

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

- A. The Site is not situated within the influence of a coal mining-related hazard.

Q12. Withdrawal of support

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

- A. The property is not in an area where notices to withdraw support have been given. The property is not in an area where a notice has been given under section 41 of the Coal Industry Act 1994, cancelling the entitlement to withdraw support.

Q13. Working facilities orders

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

- A. The property is not in an area for which any orders have been made under the provisions of the Mines (Working Facilities and Support) Acts 1923 and 1966 or any statutory modification or amendment thereof.

Q14. Payments to owners of former copyhold land

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

- A. The property is not in an area where a relevant notice has been published under the Coal Industry Act 1975/Coal Industry Act 1994.

Please see below Terrafirma's CON29M conclusions and expert interpretation with regards to the property. Relevant recommendations are highlighted within the report next steps.

Expert interpretation of coal mining activity

Within the scope of this assessment, the Site is not considered to be susceptible to mining-related ground instability. No further information is required within the scope of a typical mortgage application. Below exist relevant interpreted conclusions based on the findings of this report (where applicable):



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Although no records exist of historical subsidence claims, it is possible that claims may be made in the vicinity of the Site in the future.



● Conveyancer

This section is an official CON29M enquiry and a site-specific interpretation of coal mining activity based on available records. These enquiries are The Law Society CON29M Coal Mining search enquiries and are used with permission of the Law Society. The Law Society CON29M Coal Mining search enquiries are protected by copyright owned by The Law Society of 113 Chancery Lane, London WC2A 1PL. Terrafirma's Terms and Conditions are applicable at the time the report was produced and are available in the 'Further Information' section. In the unlikely event that the coal data used by Terrafirma to compile this report is later found to be inaccurate, the purchaser of the report benefits from Loss of Value Protection of up to £100,000, and should the purchaser later suffer a financial loss, following their reliance on the report, are protected by Terrafirma. Terrafirma are protected by an indemnity policy through CLS Property Insight Limited through their insurer Great Lakes Insurance SE, UK Branch. Please note that claims are subject to the terms and conditions of the policy that Terrafirma hold with CLS Property Insight Limited and details of these can be found at the back this report. All Terrafirma reports adhere to The Search Code and are regulated by the Council of Property Search Organisations.



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All Other Mining

Passed
NO ACTION

Professional opinion

Within the scope of this assessment, the Site is not considered to be susceptible to non-coal mining related ground instability. Any non-coal mining features that have been identified are unlikely to restrict the completion of the transaction or impact the value or security of the Site for normal lending purposes.

What non-coal mining activity has been identified?

⚠ Sandstone ⚠ Limestone

| | Total within | | Nearest mining feature within 500m | | Distance | Direction |
|-------------------------------------|--------------|------|------------------------------------|--------------------|----------|-----------|
| | 1000m | 500m | Mineral (closest) | Recorded/suspected | | |
| Mine location ¹ | - | - | | | | |
| Mineral working ¹ | - | - | | | | |
| Surface extraction ² | 7 | 3 | Sandstone | Recorded | 407.9 m | NW |
| Infilled quarry ² | - | - | | | | |
| Mine entry ^{1,2} | - | - | | | | |
| Mineral vein/outcrop ^{1,2} | - | - | | | | |
| Mineral occurrence ² | - | - | | | | |
| Mining cavity ¹ | - | - | | | | |
| Collapse ² | - | - | | | | |

where 1: sub-surface (underground) extraction and 2: surface (over-ground) extraction.

| | Class* | British Geological Survey summary |
|-------------------------|--------|--|
| Non-coal mining hazards | B | Underground mine workings may have occurred in the past or current mines may be working at significant depth to modern engineering standards. Potential for difficult ground conditions are unlikely and are at a level where they need not be considered. |

* Where class E denotes highest risk, class A denotes lowest risk.

Expert interpretation of identified non-coal mining activity

Terrafirma has analysed all relevant datasets and has not identified any non-coal mining features that could adversely impact the ground stability of the Site. Any features noted within this module have been interpreted and provide context of non-coal extraction within the vicinity of the Site. Terrafirma's interpretive search methodology, developed and undertaken by our specialist search team, assesses both recorded and unrecorded non-coal extraction hazards. However, unrecorded extraction features can still exist.

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The non-coal mining section is a site-specific evaluation of past non-coal mining and mineral extraction hazards based on available records, including Terrafirma's extensive Geographical Information Systems (including historical mapping), data recorded by the British Geological Survey and Terrafirma's internal library of mine plans and records. Recorded features are interpreted in conjunction with the known ground conditions beneath the Site and the history of mining in the area to identify, as far as possible, areas of potential unrecorded workings however unidentified workings could still exist.

Included in this assessment:

- Tin and metals
- Limestone
- Bath stone
- All Brine
- Gypsum
- Chalk
- Clay
- Stone
- Iron







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Coal and all other mining map



Coal Authority Data

-  Adit
-  Shaft
-  Zone of Influence
-  Zone of Influence, Factoring for Record Accuracy

Coal Authority Subsidence Claims

-  01 – Awaiting Decision
-  02 – Rejected
-  03 – Admitted
-  05 - Settled
-  06 - Withdrawn

Other Data

-  Coal Affected Areas
-  Non-Coal Affected Areas
-  Mining Features
-  Site Boundary

Land At, Downton On The Rock, Ludlow, SY82HU



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Natural Ground Perils

Advisory
PURCHASER ACTION

Professional opinion

Within the scope of this assessment it is considered possible that the Site could be susceptible to natural ground instability. Natural ground perils have been identified within the vicinity of the Site and a prudent purchaser may wish to follow any identified next steps and/or make assurances relating to the stability of the Site.

What natural ground perils have been identified?

- ✔ Collapsible deposits
- ⚠ Running sands
- ✔ Soluble rock
- ⚠ Slope movement
- ⚠ Compressible ground
- ✔ Natural cavities

where ⚠ indicates **identified perils** and ✔ indicates **non-identified perils**.

Is the property vulnerable to slope movement?

| GeoSure class* | Mass movement | Slope movement outcome |
|----------------|--|---|
| D | No mass movement shown within 50m of site. | The GeoSure hazard classification for the Site indicates the potential significant slope movements which could affect the property. |

Is the property vulnerable to other natural ground hazards?

| | GeoSure class* | British Geological Survey conclusion (highest GeoSure class) |
|----------------------------|----------------|---|
| Collapsible deposits | B | Compressible ground deposits that have the potential to result in differential settlement of the ground when significant load is applied are likely to be present. Site and land use should consider the compressibility and variability of ground conditions beneath the site. |
| Running sands | C | |
| Soluble rocks | B | |
| Compressible ground | D | |

* Where class E denotes highest risk, class A denotes lowest risk.

| | Approx. distance | Comments |
|------------------|------------------|--|
| Natural cavities | - | No naturally formed cavities in the ground have been identified. |

i Purchaser

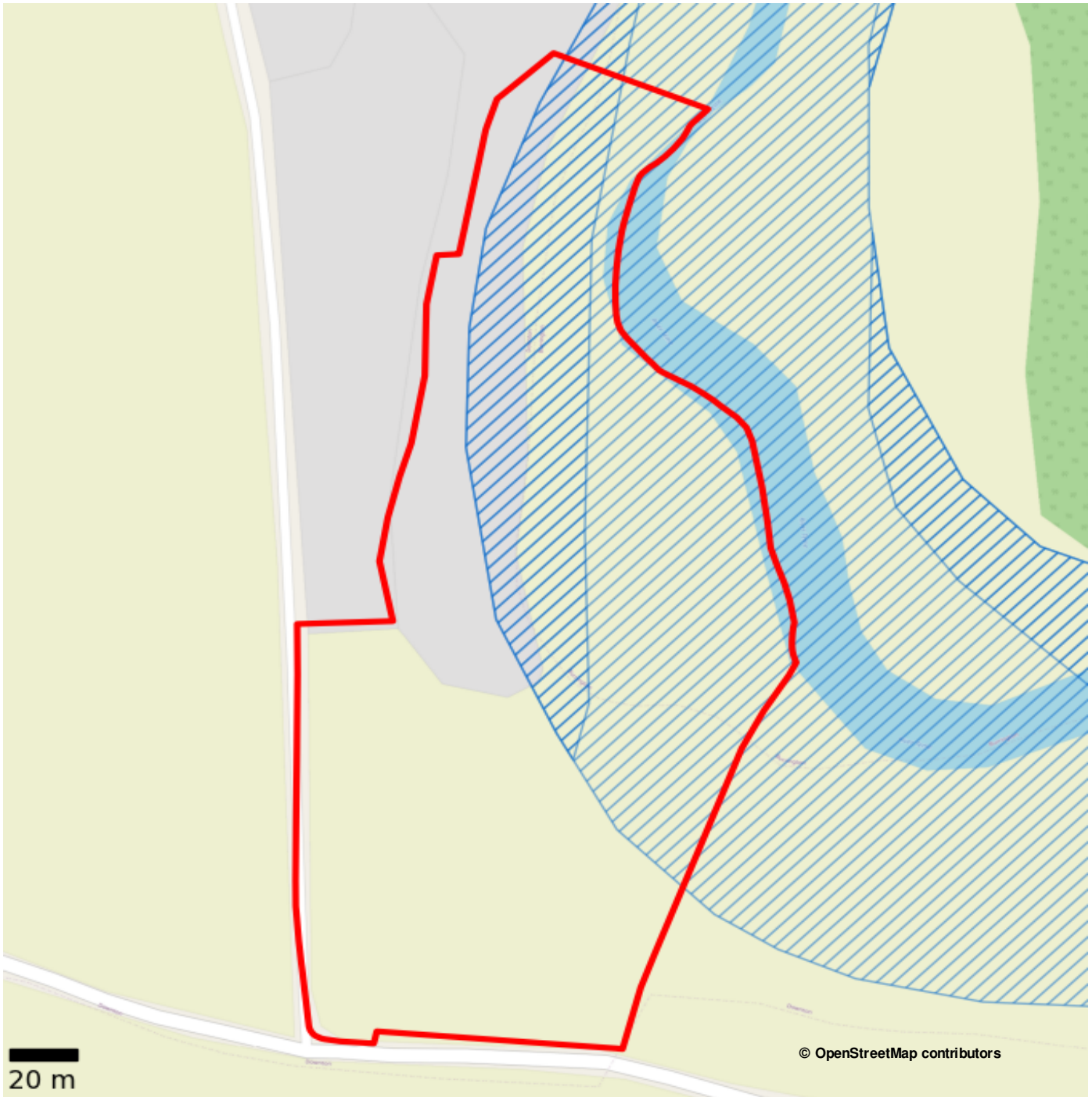
The Natural Ground Perils section is a site-specific assessment of current recorded natural ground hazards underneath and/or in close proximity to the Site based on available British Geological Survey (BGS) datasets and the PBA (Peter Brett Associates) Natural Cavity Database. Other small, unrecorded, or incipient natural ground hazards may exist and in some cases features (such as natural cavities or slope movements) can develop over time. Slope movement has been assessed using the BGS GeoSure classification for landslide hazard and BGS geologically mapped areas of mass slope movement. The presence of evidence of potential slope movement does not necessarily mean that property damage has occurred or will occur.



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Natural ground perils map



GeoSure & Natural Perils Directory



Natural hazards advisory



Slope movement extent



Site Boundary



Natural Cavities



Slope movement

Land At, Downton On The Rock, Ludlow, SY82HU



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Clay Subsidence

Passed
NO ACTION

Professional opinion

Within the scope of this assessment, the Site is not considered to be susceptible to subsidence instability. Subsidence perils have not been identified within the immediate vicinity of the Site and aside from usual prudent enquires, there is no further action to be taken that should restrict the completion of the transaction or impact the value or security of the Site for normal lending purposes.

What is the risk of shrink-swell subsidence?

Clays

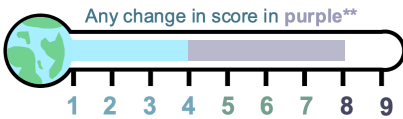


| Soil shrink-swell score* | Approximate NHBC score |
|--------------------------|------------------------|
| 1 2 3 4 | Low |
| 5 6 7 | Medium |
| 8 9 | High |

Only small seasonal ground movement (up to around 50mm) are expected away from any trees which are unlikely to affect properly constructed foundations or drainage, though greater movements may occur near to trees. Normal good practice should be followed for new buildings, pipes or tree planting.

* Higher scores indicate higher risk, where 1 is lowest risk and 9 is highest risk.

Future Shrink-Swell Score (in 35 years)



Trees



| Search area | No. trees with potential to influence stability |
|--------------------|---|
| Building footprint | 0 |
| Site boundary | 156 |

Expert interpretation of clay-related subsidence

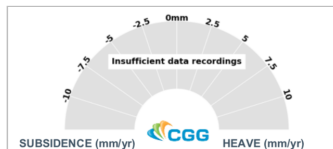
Soils at the site have a low potential for seasonal ground movement. The zone(s) of influence of 156 recorded trees intersect the site boundary, but not the building footprint of the property. The growth of trees increases the possibility of seasonal ground movement in clay soils and may affect buried pipes or foundations.

Evidence of ground movement within 50 metres

Investigated claims susceptibility score

There are an **average** number of recorded subsidence claims investigations in the postcode area of the property. This is in comparison to the national average across all postcode areas in the UK.

Satellite surface deformation



Insufficient data recordings to determine average ground movement within the Site locale.

i Purchaser

Terrafirma has used Cranfield University data to identify shrink-swell potential within clay soils that, alongside the identification of nearby trees using the Bluesky National Tree Map data, interprets the risk of ground movements at the Site due to changes in soil moisture content. Please note, other unrecorded trees may also exist and/or trees may have been removed, and the presence of trees does not necessarily mean ground movements will occur. Information on the amount of movement due to clay shrink-swell is based around NHBC guidance as an indication of the maximum movement which might occur in the worst case only and is not intended for the design of new foundations. Investigated claims susceptibility averages are calculated for the postcode area, which relates to the city/town area rather than the specific street postcode. The level of recorded subsidence claims may be due to features other than clay subsidence. Ground movement indicated by CCG satellite surface deformation data (MotionMap), could be due to a range of causes.

**Cranfield University soils data has also been used to show the effects of potential climate change, on the risk of soil shrink-swell. An increased Cranfield score means a higher risk of future ground movements. Please note that the Future Cranfield Score may not always increase.



For any mining or ground related issues please contact the experts at Terrafirma

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Email our team: info@terrafirmasearch.co.uk

Ground movement map



Clay Subsidence



Shrink-swell advisory



Site Boundary



Tree zone of influence

Land At, Downton On The Rock, Ludlow, SY82HU



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Email our team: info@terrafirmasearch.co.uk



Coastal Hazards

Passed
NO ACTION

Professional opinion

The Site is not considered to be within an area affected by coastal hazards.

Coastal Hazards assessment

The Site is not identified to be at risk from coastal hazards.

| | |
|--|----|
| Is there a risk of instability or collapse from coastal erosion within a typical mortgage lifetime (20 years)? | No |
| Is the risk of instability or collapse from coastal erosion likely (95% confidence) in the medium term (50 years)? | No |
| Is the coastline management expected to change in the next 20 years? | No |
| Have there been any previous, recorded landslides or coastal collapses within the vicinity of the site? | No |
| Location (if Yes): N/A | |

| SMP Name | Defences | Coastline Type | 20 Year Plan | 50 Year Plan | Sea Flooding |
|----------|----------|----------------|--------------|--------------|--------------|
| N/A | N/A | N/A | N/A | N/A | N/A |



- Site Boundary
- Coastal Retreat:**
- Short Term
- Medium Term
- Risk of Flooding from the sea:**
- High
- Medium
- Low
- Very Low
- Cliff Collapse:**
- Landslide Origin
- Landslide Extent (BGS)
- Landslide Extent (TF)

© OpenStreetMap contributors

Purchaser

Terrafirma have provided an assessment of the risk from coastal erosion, based on available datasets, including the Environment Agency's National Coastal Erosion Risk Mapping (NCERM) and flooding models, which identify the coastline characteristics, current defences and modelled retreat/inundation for sections of the coast over the short to medium term. Landslide and coastal collapses are based on data from the British Geological Survey and Terrafirma's unique Coastal Collapses database. Please note, it is possible that the rate of erosion could be affected by factors outside of the scope of this assessment.



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Rn

Radon

Identified
PURCHASER ACTION

Is the property in a Radon affected area?

| Is the property in a Radon affected area? | Level of measures required |
|---|---|
| <p>4 Radon potential*</p> <p>The property is in an Intermediate probability radon area (5 to 10% of homes are estimated to be at or above the Action Level). The property is in a radon affected area.</p> | Basic protective measures for new buildings in England and Wales. |

* Higher scores indicate higher risk, where 1 is lowest risk and 6 is highest risk.

Impact of local factors on risk of Radon exposure

| Local factors | Information | Impact on Radon risk |
|---------------------|---|-----------------------------|
| Local geology | Much wenlock limestone formation - limestone. | Increased risk of exposure. |
| New build property? | No | Increased risk of exposure. |

NEXT STEPS HPA advises that radon gas should be measured in all properties within radon Affected Areas and that homes with radon levels above the Action Level (200 Bq m-3) should be remediated, and when achievable to below the Target Level of 100 Bq m-3. Householders with levels between the Target Level and Action Level should seriously consider reducing their radon level, especially if they are at greater risk, such as if they are current or ex smokers. Whether or not a home is in fact above or below the Action Level or Target Level can only be established by having the building tested. The HPA provides a radon testing service which can be accessed at www.ukradon.org.

i ● **Conveyancer** ● **Purchaser**

Radon searches are a standard part of the CON29 form and appear as section 3.14 under Environmental Searches. If the purchaser is buying in a Radon Affected Area, they should enquire as to whether radon protective measures were incorporated into the construction of the property. More details of the protective measures required can be found for:

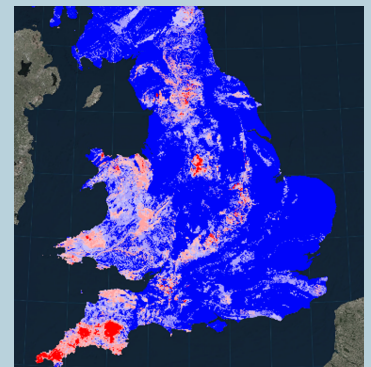
England and Wales: BR211 Radon: Guidance on protective measures for new buildings.

Scotland: BR376 (1999) Radon: Guidance on protective measures for new dwellings in Scotland.

Additional information and guidance is available from the Building Research Establishment website (www.bre.co.uk/radon/).

The indicative map shows where protective measures may be required in new buildings and extensions, conversions, and refurbishments in existing buildings for England and Wales. Further maps are available on the Building Research Establishment website at the following link: www.bre.co.uk/radon/maps.html. Whether or not a building is in fact above or below the radon Action Level can only be established by having the building tested. The HPA provides a radon testing service which can be accessed at: www.ukradon.org or by telephone. Further information regarding radon can be found on Terrafirma's FAQ page www.terrafirmaidc.co.uk/faq.

Basemap imagery sourced from: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community.



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Oil and Gas Activity

Not Identified
NO ACTION

Nearest identified oil and gas activity (including fracking)

Within the scope of this assessment, the Site is not considered to be within an area that could be affected by hydrocarbon extraction. The site is not situated within a block offered for licence by the OGA or DECC at this time. This means that no legal hydrocarbon extraction can occur near the Site, and is not eligible for licensing until at least the next licensing (15th) round. It is unlikely that this area will be licensed for hydrocarbon extraction due to a lack of suitable geological conditions.

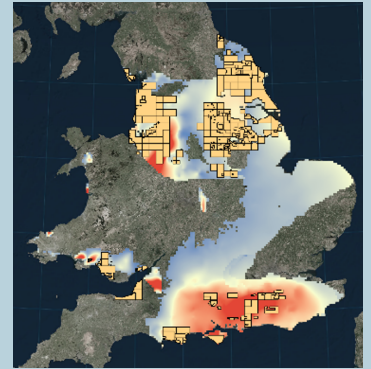
| Operator | License block/reference | Resource | Type |
|----------|-------------------------|----------|------|
| - | - | - | - |

NEXT STEPS No further action is required.

Purchaser

An assessment of Petroleum Exploration and Development Licence areas (PEDLs), has been made by reference to information provided by the Oil and Gas Authority (OGA) and the Department of Energy and Climate Change (DECC). A PEDL offers exclusive rights for the exploration and retrieval of hydrocarbons using conventional oil and gas extraction techniques, coal bed methane extraction, mine gas exploitation or unconventional shale-gas 'fracking' techniques within set Ordnance Survey (OS) referenced 'blocks'. In November 2019 the Government announced its end of support for fracking and stated that they will maintain their position until compelling new evidence is provided. The inset image shows the distribution of operational PEDL (all hydrocarbon extraction) blocks and shale outcrops in England and Wales. Further information regarding fracking can be found on Terrafirma's FAQ page www.terrafirmaidc.co.uk/faq.

Basemap imagery sourced from: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community.



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Mineral Planning

Not Identified
NO ACTION

Identified mineral planning permissions

Within the scope of this assessment, the Site is not considered to be within an affected area for present or future non-coal mineral extraction. The Site is not located within 1000m of a mineral planning permission. This means that there is no current legal mineral extraction (e.g., mines or quarries) within 1000m of the Site, and that there are no plans to develop extraction facilities within 1000m of the Site. As such, it is thought unlikely that the quiet enjoyment of the Site will be affected by mineral extraction.

Closest identified mineral planning permissions

| Site name | Distance | Commodity | Extraction type | Status | Activity |
|-----------|----------|-----------|-----------------|--------|----------|
| - | - | - | - | - | - |

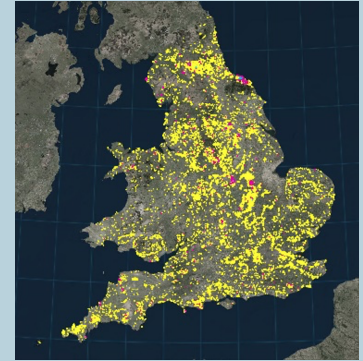
NEXT STEPS

No further action is required.



An assessment of present or future mineral extraction has been made with reference to Historic Mineral Planning Permissions from licensed British Geological Survey Data. Information provided here refers to either historic or currently active (including future extraction) mineral planning permissions with respect to specific mineral commodities. The presence of permission areas, of any status, does not mean extraction is currently active or planned.

Extraction of minerals can only take place if the operator has obtained planning permission from the local council along with other necessary permits and approvals (licenses from the Environment Agency, Natural England, Coal Authority etc.). Upon approval of any mining or quarrying activities, any operators will be subject to the appropriate regulation in accordance with the **Mines and Quarries Act of 1954**. The principle issues that mineral planning authorities should address are 1) Noise associated with the operation; 2) Dust; 3) Air quality; 4) Traffic; 5) Visual impact. Further information is available at: <https://www.gov.uk/guidance/minerals>.



Basemap imagery sourced from: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community.



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Geological Conditions

This page provides useful information on expected or documented ground conditions within the Site boundary and the adjacent area. This information can be used by the developer in the event that the Site is developed or extended. If future development of the property occurs, it is recommended that this information is relayed to the appointed contractor for review.

Site information

| | |
|------------------------------------|---|
| Bedrock geology | Much wenlock limestone formation - limestone. |
| Superficial geology | Alluvium - clay, silt, sand and gravel. |
| Artificial ground | There is no artificial ground recorded beneath the site. |
| Historic landfill | There is no historic landfill recorded beneath the site. |
| Linear features | There are no linear geological features (such as faults) recorded within 20m of the site. |
| Borehole records | There are no boreholes recorded within 25m of the site. |
| Groundwater infiltration potential | Rainwater infiltration potential is considered to be high at the site. |
| Superficial thickness | The depth of the superficial geology beneath the site is 2.57m. |

Future Development of the Site

Terrafirma consider that while no immediate threats to ground instability exist at the site, poor conditions could exist that may impact the stability during any future development or site works. You may wish to share the findings of this report with your developer prior to any site works. For recently developed sites, you may wish to contact the developer/builder and enquire whether the ground conditions were considered or remediated during the planning, foundation design and construction phases. Should any evidence of poor ground conditions be discovered, or if evidence exists supporting the existence of ground hazards be presented, you may wish to seek further expert interpretation or investigation prior to any site works. Terrafirma can be contacted should you require any further information on such follow-on services.

Potentially compressible soils greater than 1m thick have been identified from BGS Data beneath the property. Significant settlements can occur where buildings are founded on compressible soils which can result in building damage. Changes in groundwater levels (for example due to new drainage) can also result in settlement. Paved areas and buried pipes can also be affected by ground movements from compressible soils. Suitable geotechnical engineering advice should be sought for new foundations to make sure they extend below any compressible deposits and for any changes to drainage on the site.

According to BGS data, the Site is within an area that that is considered susceptible to slope movements. Ground movements can occur when slopes are over steepened or subject to increased loads and saturation by water. Suitable geotechnical engineering advice should be sought prior to any development or excavations to ensure such activity does not trigger slope movements. It would be prudent to conduct a slope stability assessment from an appropriate geotechnical engineer prior to development.

i

Geological conditions have been compiled from British Geological Survey and Environment Agency records to provide an overview of the expected geology beneath the Site. However, the natural variability of the ground means that ground conditions may vary from that anticipated. The commentary provided on future development is indicative only based on the information reviewed and is not intended for design purposes. Specialist advice will always be required for any new development, including for the design of foundations, for which ground investigations may be required. The development or extension of a property can involve significant disturbance to the ground. In areas of poor ground conditions or where mining, quarrying or natural hazards are present, any such disturbance of the ground without prior planning or other appropriate consideration could cause ground instability.



Additional information

User Key Information

The below key provides further guidance on the colours and symbols used throughout this report.

| | |
|---|--|
| Lender - attention required | This colour is applied when Terrafirma has identified mining hazards within the vicinity of the Site, including features (e.g., mine shafts/ adits) that could affect the future value of the Site. A lender may want to be alerted to this adverse entry, due to requirements of UK Finance (formerly the Council of Mortgage Lenders), before deciding on whether to proceed with the transaction. The conveyancer is advised to follow the terms of the UK Finance Mortgage Lenders' Handbook and any additional instructions from the prospective lender in its consideration and determination of whether to refer any part of this report to the lender. |
| Conveyancer - further action | This colour is applied when Terrafirma has identified mining and/ or ground hazards that could affect the future ground stability of the Site. Terrafirma does not believe that the transaction should continue until further action has been taken to quantify the risk of subsidence or collapse to the Site. Terrafirma recommend that the conveyancer liaises with all necessary parties regarding the report's findings. |
| Purchaser - prudent advice | This colour is applied when the purchaser's attention should be drawn to the prudent recommendations outlined in the report. The report results should not hinder the transaction, and Terrafirma's Terms & Conditions are valid for the Site. However, Terrafirma recommend that the purchaser(s) read this report carefully. |
| No further action | This colour is applied when Terrafirma has not identified any mining or ground hazards that influence the Site. Terrafirma does not believe that any further actions are required for this transaction and Terrafirma's Terms & Conditions are valid for the Site. |
| <p>i This symbol is used throughout the report to highlight where further information has been provided. This does not affect the risk assessment of the report but may help to provide practical guidance for the relevant parties highlighted.</p> | |

Notice of Statutory Cover

Coal

In the unlikely event of any future damage, the terms of the Coal Mining Subsidence Act 1991 (as amended by the Coal Industry Act 1994) may apply*, and the Coal Authority / Licensee has a duty to take remedial action in respect of subsidence caused by the withdrawal of support from land and/or property in connection with lawful coal-mining operations. Typically, these actions will not need to involve either your insurance company or mortgage lender and therefore the end user(s) should not incur any costs or liability. **Note: this Act does not apply where coal was worked or gotten by virtue of the grant of a gale in the Forest of Dean, or any other part of the Hundred of St. Briavels in the county of Gloucester.*

In addition to the above, it should also be noted that the Coal Authority offer a Public Safety and Subsidence Department that provides a 24-hour 7 day a week call out service (see Emergency Contact Tel below) to take remedial action in respect of hazards associated with the movement or collapse of any coal mineshaft or entrances to coal mines and from other coal mining-related surface hazards

For further information

Website: www.groundstability.com

Emergency Contact Tel: **01623 646333** (24-hour/ 7 day a week call out service).

Cheshire Brine

For sites located within the Cheshire Brine Compensation District, the provisions of the 1952 and 1964 Cheshire Brine Pumping (Compensation for Subsidence) Acts may apply.

For further information

Website: www.cheshirebrine.com



Further Information

Terms & Conditions

This report is provided under the Terrafirma Terms and Conditions, a copy of which is available on our website at: <https://www.terrafirmaidc.co.uk/terms-and-conditions>.

They provide a limit of liability per report of £10 million, backed by Professional Indemnity Insurance, details available on request.

Report Methodology & Limitations

General

This report is based on the site submitted at point of order ("the Site") and is split up into modules. Our risk assessment, professional interpretation and risk transfer are based on the first five modules: CON29M, All Other Mining, Natural Ground Perils, Subsidence & Coastal Hazards. Additional information is provided in the remaining modules which are considered useful context relating to the ground but do not necessarily relate to ground instability: Radon, Oil & Gas, Mineral Planning & Geological Conditions. Recommendations or Further Actions, in the Next Steps sections, should be read carefully in conjunction with the limitations set out in this Further Information section.

No inspection of the Site has been undertaken and this report does not constitute a property survey. Additional information on the datasets used is provided below. This report does not include a site investigation, nor does Terrafirma make specific information requests of the regulatory authorities for any relevant information they may hold regarding the ground stability of the Site. This report is concerned solely with the site searched and should not be used in connection with adjacent properties as we may have only referenced relevant known ground features that could potentially have a direct influence upon the Site. Other features which may be present in the general area may have been omitted for clarity. For the avoidance of doubt this report does not consider (inter alia) matters related to underground services, land ownership, planning considerations, unexploded ordnance, contamination, pollution, ecological or environmental issues, asbestos or radioactive waste.

Data

It should be noted that unrecorded or unexpected ground hazards can exist. In some cases, information on hazards is either not readily accessible or is of poor quality. Terrafirma cannot be held responsible for any damage or ground-related problems as a result of your site being affected by hazards which are unrecorded or where any relevant information on the hazards is either not available or is of poor quality.

The report is based on available data at the time of preparation. The Terrafirma Ground Report has been carried out with reference to licensed British Geological Survey (BGS) & Coal Authority (CA) data and Terrafirma's bespoke database, which includes an extensive collection of mine plans, maps and records in our possession. Data is also used from Ordnance Survey (OS), HM Land Registry and the Environment Agency (EA). In some cases, data is made up of information supplied to Terrafirma by third parties, of which Terrafirma has no direct knowledge. Terrafirma has endeavoured to verify all database entries, however, given the nature of this third-party information, Terrafirma can have no liability for the accuracy of the information comprising the databases or for any loss of whatever nature directly or indirectly caused which may result from any reliance placed upon it. The data used to compile this report is continually updated. In line with all search data, if there is a delay in using this report a new version may be required to ensure the most current information is available.

Methodology

This report has been completed in accordance with the Terrafirma professionally reviewed methodology, produced to evaluate the process of analysing multiple datasets with professional interpretation to provide a risk assessment of ground stability. Using this methodology and the available data, we have endeavoured to provide as accurate a report as possible. This report is a 'remote' or 'desktop' investigation and only reviews information provided by the client (the site location) and from the databases of publicly available (either freely or by licence) information that have been chosen to enable a desk based geotechnical assessment of the Site.

CON29M & All Other Mining & Quarrying

It should be realised that records of mine workings or quarries are often poor or absent. Terrafirma cannot offer any warranty that the records of mining or quarrying provided are complete or that that mineworking or quarries do not exist where no records exist or are readily accessible. Coal mining records (including for coal mine shafts or recorded subsidence claims to the Coal Authority), for completion of the CON29M section of this report, are based on data proved by the Coal Authority. However, records of non-coal workings are based on records held by Terrafirma or data from third-party providers (e.g., The BGS). Quarry and infilled quarry data are based on BGS data. Brine subsidence hazards are based on BGS data. Where the site is located within the Cheshire Brine Subsidence Compensation Board records of relevant brine subsidence claims have been obtained. However, no such records are publicly available for areas of brine extraction outside the Cheshire Brine Subsidence Compensation Board.

Natural Ground Perils

Information on natural ground hazards (landslides, compressible ground, collapsible deposits, running sands & soluble rocks) is based on BGS data. Natural cavities include data from Peter Brett Associates.

Clay Subsidence, Ground Movement & Sinkholes

Information on clay-related subsidence is based on Cranfield University Natural Perils Directory soil shrink-swell potential data and the Bluesky National Tree Map dataset. Information is provided relating to the susceptibility to subsidence claims. This section is provided to aid the subsidence risk assessment and should not be used as evidence that subsidence claims do or do not exist at the Site. Terrafirma cannot accept responsibility for the presence of any claims or their accuracy.

Evidence of ground movement is shown within the dial graphic and reflects ground deformation near the Site. The data is derived from a licenced copy of CGG's MotionMap UK database. Surface deformation measurements within this database have been derived using InSAR processing of Sentinel-1 satellite imagery. The recordings shown here are for information purposes only, with the intent of visualising ground movement trends in the immediate area of the Site. Movement velocities of $\leq -5\text{mm/year}$ are indicative of subsidence, $\geq +5\text{mm/year}$ are indicative of heave (uplift). Values between -5 and $+5$ (mm/year) are 'stable'. While data coverage is good, it is not complete and Terrafirma do not accept any responsibility for any ground movement not highlighted within this section. Values indicative of 'subsidence' or 'heave' do not necessarily mean these hazards are present or expected specifically at the Site, just that such values have been recorded within the local area.

Terrafirma define a sinkhole as: "*colloquial term for any hole, collapse, void or depression in the ground, formed by natural or man-made processes and enlarged by erosion, loading the ground and/or the drainage of water.*" SinkholeAlert is generated by querying Terrafirma's 'live' (updated weekly) sinkhole database, which is composed of available and accessible media-reported sinkholes since 2014.

Copyright Statements



Coastal Hazards

This module provides information on the shoreline management policy for the local area and assesses the instability and erosion risk to the site in the short (20 years) to medium term (50 years) from the EA National Coastal Erosion Risk Mapping (NCERM) data. Information on landslides and coastal collapses is provided by BGS and Terrafirma data. Information is provided on the risk of sea flooding (inundation) by the EA, however this should not be relied on as a form of full flood risk assessment by Terrafirma. Please note, it is possible that the rate of erosion could be affected by factors outside of the scope of this assessment. Other small-scale or un-recorded collapses along areas of the coast may exist.

Radon

The assessment of Radon risk is compiled from the HPA-BGS (Public Health England & British Geological Survey) Joint Radon Potential Dataset for Great Britain. This module provides the current definitive map of radon Affected Areas in Great Britain and allows an estimate to be made of the probability that an individual property is at or above the Action Level for radon. It is important to note that the actual radon levels at a Site can only be determined by having a building tested and therefore Terrafirma cannot be held responsible for any inaccuracies or discrepancies within values reported here to those in such physical tests. Terrafirma provide additional interpretation of risk factors relating to Radon levels, however these are indicative only as actual levels can only be established by physical testing.

Oil & Gas

An assessment of Petroleum Exploration and Development Licence areas (PEDL's) has been made by reference to information provided by the Oil and Gas Authority (OGA) and the Department of Energy and Climate Change (DECC). Information supplied within this section is for guidance and to aid the purchaser. Terrafirma does not attempt to predict fracking or conventional hydrocarbon activity. Terrafirma cannot be held responsible for any past extraction not identified or for any current/planned extraction licensed. Any next steps are for a prudent purchaser to establish, to the extent possible at the time of writing, information regarding any current or future plans for hydrocarbon extraction and how this may impact the quiet enjoyment of the Site.

Mineral Planning

The assessment of the risk of ground instability arising from existing or planned mineral exploration or extraction is based on extant mineral planning areas as defined by the relevant Mineral Planning Authority (MPA) policies at the time of writing. This section may not contain all planning permissions and other permissions may exist. Terrafirma cannot be held liable for any updates or changes in existing mineral operations or policies. Terrafirma do not attempt to predict any mining or surface extraction activities. Terrafirma cannot be held responsible for any current/planned extraction that occurs. Any next steps are for a prudent purchaser to establish, that as far as possible at the time of writing, any further information regarding any current or future plans for nearby mineral extraction and how this may impact the quiet enjoyment of the Site in question.

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British Geological Survey: Contains British Geological Survey materials © UKRI 2021.

Brine: This report provides an assessment of brine mining and where so, any and all assessment of brine mining hazards/risk is made by Terrafirma only. The report may include separate information relating to Cheshire Brine Subsidence claims and is provided by the Cheshire Brine Subsidence Compensation Board (CBSCB) within an attached search (Cheshire Salts Search). Please note, the use of this information is restricted to the terms and provisions contained in that report.

The Law Society: The Law Society CON29M (2018) Coal Mining search enquiries are used with permission of The Law Society and are protected by copyright owned by The Law Society of 113, Chancery Lane, London WC2A 1PL.

The CON29M within this Ground Report is prepared in accordance with The Law Society Guidance Notes 2018 (CON29M); under which all replies to these enquiries are made. The Law Society has no responsibility for information provided in response to CON29M (2018) Coal Mining search enquiries within this report or otherwise.

**Other:**

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- display the Search Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

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
Email: admin@tpos.co.uk | Website: www.tpos.co.uk.

You can get more information about the PCCB from www.propertycodes.org.uk or from our website at www.terrafirmaidc.co.uk.

Complaints Procedure

Terrafirma is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly.

If you want to make a complaint directly to Terrafirma, 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.

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to:

The Property Ombudsman scheme (TPOs):

Tel: 01722 333306 E-mail: admin@tpos.co.uk | Website: www.tpos.co.uk.

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

Complaints should be sent to:

Director & Senior Executive, Terrafirma

2440 The Quadrant, Aztec West Business Park
Almondsbury Bristol BS32 4AQ
Telephone: 0330 900 7500
Email: info@terrafirmasearch.co.uk

**TERRA
FIRMA** understand the ground



Contact Terrafirma if you would like a copy of the Search Code.

We trust this report provides the information you require, however should you have any queries, please contact us.



For any mining or ground related issues
please contact the experts at Terrafirma

Call us on: 0330 900 7500

Email our team: info@terrafirmasearch.co.uk




Coal & Brine Report Insurance Backed Guarantee

In the unlikely event that the coal or brine data used by Terrafirma in order to compile their report is later found to be inaccurate, the purchaser of the report benefits from Loss of Value Protection of up to £100,000 and should the purchaser later suffer a financial loss, following their reliance on the report, are protected by Terrafirma.

Terrafirma are protected by an indemnity policy through CLS Property Insight Limited through their insurer Great Lakes Insurance SE, UK Branch. Please note that claims are subject to the terms and conditions of the policy that Terrafirma hold with CLS Property Insight Limited. Terms of this policy can be found below:

| | |
|--------------------------------------|---|
| Policy Number: GESI 0035553CV | |
| Insurer | Great Lakes Insurance SE, UK Branch Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. |
| Insured | Terrafirma IDC LTD |
| Purchaser | The person who buys the Search Report from the Insured, and/or any of the following: <ol style="list-style-type: none"> 1. The person who asked for the Search Report in connection with the purchase of the Property (and their mortgagee). 2. The person who purchased the Property (and their mortgagee) if the person selling the Property has asked for a Search Report for the benefit of the Purchaser as part of a seller's pack or if the Property has been purchased by way of auction. 3. The owner of the Property (and their mortgagee) if they are re-mortgaging the Property or the owner of the Property who has chosen to obtain a Search Report. 4. Their estate and beneficiaries, to whom the benefit of the Policy will pass in the event of their death during the Period of Insurance. |
| Property | Any commercial property for which a Search Report is provided by the Insured for the benefit of the Purchaser during the Period of Insurance. |
| Search Report | The Terrafirma Coal & Brine or CON29M Report (or relevant Coal & Brine assessment section of any attached Terrafirma report). |
| Limit of Indemnity | £100,000.00 in the aggregate in respect of any one Property |
| Effective Date | The date of the Search Report, provided by the Insured to the Purchaser being the date that cover will commence. |
| Period of Insurance | Cover for each individual Property will be from the Effective Date until the Purchaser of the Search Report either; <ol style="list-style-type: none"> 1. no longer has an interest in the Property, or, 2. until the date of a Subsequent Search Report is obtained by the Purchaser after the Effective Date, whichever is the sooner. |
| Insured Use | The continued use of the Property as a commercial property not exceeding 25 hectares as constructed and used at the Effective Date. |
| Cover | Subject to the terms and conditions of this Policy and provided the Property has been declared to the Insurer and the Premium inclusive of Insurance Premium Tax has been paid to the Administrator, the Insurer will indemnify the Insured during the Period of Insurance in respect of Loss arising from any claim by a Purchaser made against the Insured resulting from inaccurate data having been incorporated into such Search Report. |
| Market Value | The value of the Purchaser's interest in the title to the Property as determined by a surveyor appointed by agreement between the Insurer and the Insurer, but subject to General Condition 11. |
| Loss | <ol style="list-style-type: none"> 1. The loss in Market Value of the Property directly attributable to any changes in the information revealed in a subsequent Search Report obtained by the Purchaser, which was not revealed in the Search Report provided to the Purchaser, which was carried out on the Effective Date, such loss in Market Value to be calculated at the date of the subsequent Search Report, and 2. All other costs and expenses which have been agreed in advance by the Insurer. |
| Exclusions | The Insurer will not be liable to indemnify the Insured for: <ol style="list-style-type: none"> 1. Loss which is or would otherwise be recoverable under a building's insurance policy. 2. Loss arising wholly or partly because of the wilful act or neglect of the Insured. 3. Loss if at the date of a claim the Purchaser is not the legal or beneficial owner of the Property. 4. Loss in relation to loss of a transaction for the sale or for the purchase of the Property and any costs incurred by the Purchaser in relation to the loss of such transaction. |

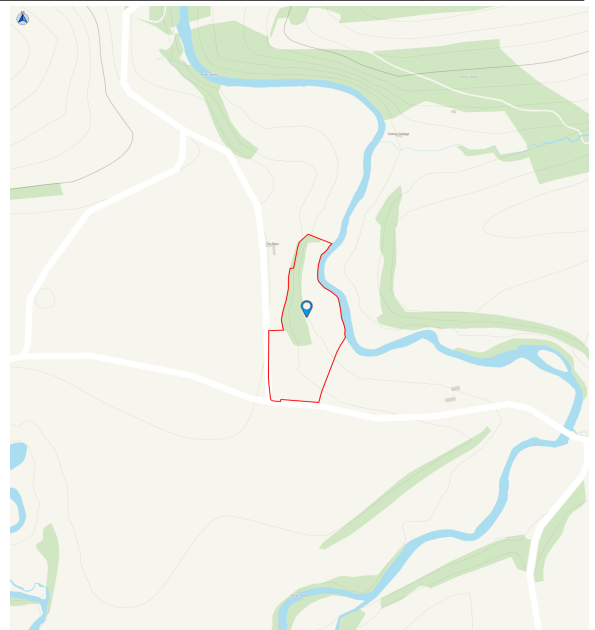


| | |
|--------------------------------------|---|
| | <ol style="list-style-type: none"> 7. Loss in respect of the information in any subsequent Search Report after the Effective Date if this information also appears on the Search Report issued to the Purchaser on that date. 8. Loss in relation to any change to the CON29M (2018) Search form and/or the Search Report made after the Effective Date which affects the Insurer's responsibility under this Policy, if Insurers would not have been responsible for the Loss before such change. 9. Loss in relation to the contents of any brine data whatsoever contained within the standalone Terrafirma CON29M Coal Report. 10. Loss in relation to any change in the interpretation of information upon which Search Report was produced provided such information remains unchanged. 11. Loss arising from claims made under this Policy by any party other than the Insured. |
| <p>Claims Conditions</p> | <ol style="list-style-type: none"> 1. It is a condition precedent of the Insurer's liability under this Policy that the Policyholder and/or the Purchaser will give written notice to the Administrator at the address shown under "Making a Claim", below, as soon as reasonably practicable, of any circumstances likely to give rise to a claim for which the Insurer may be liable under this Policy and provide the Administrator with such information and documentation as may reasonably be requested. 2. The Insurer will be entitled to decide how to defend or settle a claim. 3. The Insurer will be entitled to participate fully in any defence, negotiation or settlement of a claim or circumstance and in any such event the Policyholder and/or the Purchaser will (to the extent reasonably practicable in the circumstances, but without limitation): <ol style="list-style-type: none"> (i) not incur any cost or expense without first consulting with and receiving written consent from the Insurer. (ii) not make any admission of liability, offer, settlement, promise, payment or discharge without first consulting with and receiving written consent from the Insurer. (iii) give the Insurer access to and provide the Insurer with copies of all correspondence and documentation available to the Insured in relation to the claim or circumstance and afford the Insurer sufficient time in which to review and comment on such documentation. (iv) inform the Insurer of any proposed meeting with any third party in relation to a claim or circumstance and allow the Insurer to attend such meeting and, if the Insurer so requests, provide a detailed written account of the subject and outcome of any such meeting or discussion at which the Insurer was not present. (v) conduct all negotiations and proceedings in respect of any claim or circumstance with advisers of which the Insurer has approved in writing and take such action as the Insurer may reasonably require to contest, avoid, resist, compromise or otherwise defend any claim or circumstance. (vi) provide the Insurer with such other information and assistance in connection with any claim or circumstance as the Insurer may reasonably request. 4. The Insurer will be entitled to all rights and defences it may have in respect of a claim by a Purchaser against any successor to that Purchaser. 5. If at the time of any claim made under this Policy, there is any other insurance in place whether effected by the Purchaser or by any other person under which the Purchaser may be entitled to make a claim the Insurer will be liable to pay or contribute in respect of a claim under this Policy only rateably with such other insurance. 6. If the Purchaser makes any claim knowing it to be false or fraudulent as regards amount or otherwise, this Policy will become voidable and all claims under it may be forfeited. 7. In the event of any claim under this Policy from a Purchaser where the Policyholder has failed to make the required declaration and/or has failed to pay the Premium due to the Insurer via the Administrator but the Insurer is still required to deal with the claim from the Purchaser, the Insurer will be entitled to seek recovery from the Policyholder of all claims monies paid to the Purchaser together with the amount of the Insurer's costs incurred in the handling of the claim. |
| <p>Additional Information</p> | <p>This is a summary of the policy and does not contain its full terms and conditions. A copy of the general conditions is available on request. In the event of a claim, please contact Terrafirma IDC LTD (the 'Insured') in the first instance. Terrafirma's terms and conditions (https://www.terrafirmaidc.co.uk/terms_and_conditions) provide an assurance (section 3.8) that in the event of any successful claim, the award will be paid, in full, to the Customer/Purchaser.</p> |
| <p>Administrator</p> | <p>CLS Property Insight Limited, 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE. CLS Property Insight Limited can be contacted by email at info@clspropertyinsight.co.uk or by telephone on 01732 753 910.</p> <p></p> <div style="text-align: right;">   R P Partington Director Signed by CLS Property Insight Limited on behalf and with the authority of the Insurer </div> |



Certificate Details

| | |
|--------------------|--|
| Certificate Number | 9260607 |
| Issue Date | 16/08/2022 |
| Client Ref | 0192/RM/. |
| Address | Land at , Downton on the Rock, Ludlow, SY8 2HU |
| Property | The area(s) of land within the boundaries on the plan attached to this report |
| Result | We hereby certify that no points on or within the boundaries marked on the plan attached to this Certificate are located within the historical boundary of a tithe district within a parish which continues to have a potential chancel repair liability based upon historical parish boundary data and the relevant Inland Revenue indices held by The National Archives. |



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Ordnance Survey 0100056489



Notes and Conditions of Issue of this Certificate

- This service is only available for properties in England and Wales.
- The data used to identify potential risk are derived from an academic study of historical parish boundaries and the relevant documentation pertaining to potential chancel repair liability held at The National Archives.
- The statement of certification above means that:

No record of risk is held by The National Archives for any point searched against in the subject parish; or a point is within a parish with evidence of risk but that point is situated within a tithe district for which the records described above disclose no risk or; the record held by The National Archives specifies that the total liability is held by the Church Commissioners, cathedrals and/or educational establishments.

When purchasing land from any of these parties you should enquire with them directly regarding this liability.
- ChancelCheck[®] Premium** searches against the address points forming and enclosed by the boundary marked by you on the plan attached to this Certificate.
- Future Climate Info Limited ('FCI') will not be liable for any inaccuracy in the plan provided by you.
- This **ChancelCheck[®] Premium** is provided with the benefit of a warranty offering cover up to a market value of £2m where a pre-existing matter adversely affects the result of the ChancelCheck[®] Premium provided on the property.
- This Certificate is prepared by Future Climate Info Limited ('FCI') and is subject to the Terms and Conditions available at <https://futureclimateinfo.com/wp-content/uploads/2021/09/FCI-terms-and-conditions-v050821a.pdf>

ChancelCheck® Premium Guidance Note

Chancel Repair Liability Background

Chancel repair liability is a medieval anomaly whereby the Church of England and Wales was granted powers to charge those owning “rectorial land” for the upkeep of the chancel of some Parish Churches.

Chancel repair liability affects millions of acres in England and Wales and is still deemed a usual and necessary search by conveyancers.

Chancel repair liability can still be attached to land regardless of whether or not the liability is noted against the title, making the prospective risk unquantifiable.

The Church continues to actively register their interest, to protect their right to charge for chancel repair liability in perpetuity.

ChancelCheck® Premium Identifies the Problem

ChancelCheck® Premium **ChancelCheck® Premium** is a unique, online, low cost screening report designed to analyse a large area of land to identify parishes where there is a potential to charge for repairs to the Parish Church chancel, as recorded by The National Archives. **ChancelCheck® Premium** is appropriate for use in the following circumstances:

- Any commercial/residential property, where the property radius from the identified address point is more than **25 metres**

For which Properties is it Applicable?

- OWPA properties
- Any property in the vicinity of Central London

Certificate

If the area of land selected falls within a parish that does not have the ability to claim for chancel repair liability, the search will be returned as a Certificate.

Report

If the area of land selected falls within a parish that has the ability to claim for chancel repair liability, a potential liability will be returned and the search will come back as a Report. **Where an issue has been identified, legal indemnity insurance could be sought to cover the potential risk.**

NB. ChancelCheck® Premium does not publish the relevant parish name to deter contacting the Church. Doing so will put the Church on notice of a potential liability and may lead to negating insurance cover.

ChancelSure® Offers a Solution

Insurance

The legal indemnity insurance markets are known to offer chancel repair cover which may be available from your preferred insurance broker/provider. Alternatively, the market leading **ChancelSure®** insurance offered by CLS Property Insight is available online via their website at www.clspi.co.uk.

ChancelSure® policies have been specifically designed to work in conjunction with **ChancelCheck®** and are fully compliant with lender requirements. A schedule of indicative online premiums is provided overleaf.

Indicative Insurance Policy Premiums

Chancel repair indemnity insurance products, providing protection and security for the homeowner where a potential chancel liability has been identified.

The indicative figures given below are standard one-off ChancelSure® policy premiums (including IPT) offered by CLS Property Insight which will apply to most properties and were correct as at 5th August 2021. However, as chancel repair liability is a fluctuating risk, these figures may alter for some properties. In addition, insurers periodically review their underwriting data and may carry out further assessment before confirming the availability of cover.

The chancel repair policies available via your preferred insurance broker/provider may offer diminution in value, a 200% escalator clause, 25 year, 35 year and even in perpetuity terms. Should you wish to obtain ChancelSure® insurance, which is offered by CLS Property Insight, this is available online via their website at www.clspi.co.uk.

Residential Property (25 Years)

| Limit of Indemnity | Residential Non Successor < 5 acres | Residential Successor < 5 acres | Residential Non Successor 5 – 10 acres | Residential Successor 5 – 10 acres |
|--------------------|---|---------------------------------------|--|--|
| £100,000 | £40.00 | £65.00 | £50.00 | £90.00 |
| £250,000 | £54.00 | £95.00 | £75.00 | £125.00 |
| £500,000 | £75.00 | £125.00 | £110.00 | £150.00 |
| £1,000,000 | £94.00 | £140.00 | £130.00 | £165.00 |
| £1,500,000 | £130.00 | £175.00 | £150.00 | £195.00 |
| £2,000,000 | £150.00 | £190.00 | £175.00 | £215.00 |
| £2,500,000 | £175.00 | £210.00 | £225.00 | £275.00 |
| £3,000,000 | £210.00 | £250.00 | £275.00 | £325.00 |

Residential Property (35 Years)

| Limit of Indemnity | Residential Successor < 5 acres | Residential Successor 5 - 10 acres |
|--------------------|---------------------------------------|--|
| £100,000 | £80.00 | £105.00 |
| £250,000 | £120.00 | £145.00 |
| £500,000 | £145.00 | £165.00 |
| £1,000,000 | £160.00 | £185.00 |
| £1,500,000 | £185.00 | £210.00 |
| £2,000,000 | £210.00 | £240.00 |
| £2,500,000 | £225.00 | £300.00 |
| £3,000,000 | £325.00 | £423.00 |

Residential Property (In Perpetuity)

| Residential Successor < 5 acres | Residential Successor 5 – 10 acres |
|---------------------------------------|--|
| £90.00 | £125.00 |
| £140.00 | £165.00 |
| £165.00 | £180.00 |
| £180.00 | £215.00 |
| £215.00 | £240.00 |
| £240.00 | £300.00 |
| £265.00 | £350.00 |
| £363.00 | £472.00 |

Bespoke Policies

Bespoke policies may be available for larger residential properties, higher limits of indemnity, when there is prior knowledge of a risk, a Unilateral Notice registered or a caution lodged against the title.

Indicative Insurance Policy Premiums

Commercial Property (25 Years)

| Limit of Indemnity | Commercial Non Successor < 3 acres | Commercial Non Successor 3 – 5 acres | Commercial Non Successor 5 – 10 acres |
|--------------------|--|--|---|
| £250,000 | £130.00 | £200.00 | £250.00 |
| £500,000 | £220.00 | £400.00 | £550.00 |
| £750,000 | £450.00 | £600.00 | £750.00 |
| £1,000,000 | £500.00 | £800.00 | £900.00 |
| £1,500,000 | £700.00 | £1,000.00 | £1,300.00 |
| £2,000,000 | £1,250.00 | £1,350.00 | £1,500.00 |
| £2,500,000 | £1,400.00 | £1,550.00 | £1,700.00 |
| £3,000,000 | £1,600.00 | £1,750.00 | £1,900.00 |

Commercial Property (25 Years)

| Limit of Indemnity | Commercial Successor < 3 acres | Commercial Successor 3 – 5 acres | Commercial Successor 5 – 10 acres |
|--------------------|--------------------------------------|--|---|
| £250,000 | £200.00 | £300.00 | £375.00 |
| £500,000 | £320.00 | £600.00 | £700.00 |
| £750,000 | £625.00 | £850.00 | £950.00 |
| £1,000,000 | £680.00 | £1,100.00 | £1,150.00 |
| £1,500,000 | £950.00 | £1,250.00 | £1,500.00 |
| £2,000,000 | £1,500.00 | £1,750.00 | £2,000.00 |
| £2,500,000 | £1,750.00 | £2,000.00 | £2,200.00 |
| £3,000,000 | £1,900.00 | £2,150.00 | £2,350.00 |

Bespoke Policies

Bespoke policies may be available for larger commercial properties, higher limits of indemnity, when there is prior knowledge of a risk, a Unilateral Notice registered or a caution lodged against the title.

Search Code – Consumer Information

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Future Climate Info Limited, Courtyard House, The Square, Lightwater, Surrey, GU18 5SS (Call: 01732 755 180, Email: FCI-Admin@dyedurham.com).

Future Climate Info Limited is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code.

The Search Code

- provides protection for homebuyers, sellers, estate agents, conveyancers, and mortgage lenders, who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom.
- sets out minimum standards which firms compiling and selling search reports have to meet.
- promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals.
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

Core Principles

Search providers which subscribe to the Code will:

- display the Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

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.

TPO's Contact Details:

The Property Ombudsman scheme; Milford House, 43-55 Milford Street Salisbury, Wiltshire, SP1 2BP. (Call: 01722 333 306, Fax: 01722 332 296, Email: admin@tpos.co.uk, Website: www.tpos.co.uk).

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

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

Complaint Resolution Procedure

If you have a complaint regarding our services or products, please send the details to:
Future Climate Info Limited, Courtyard House, The Square, Lightwater, Surrey, GU18 5SS (Call: 01732 755 180 Email: FCI-Admin@dyedurham.com).

Our formal complaints procedure can be found at <http://www.futureclimateinfo.com/complaints>.





Regulated Drainage and Water Report

Property Address
LAND AT
Downton Road To The Left Of The Property
Downton On The Rock
Ludlow
SY8 2HU

Report Prepared for
Denney King
Unit 1
Basepoint Business Centre, Crab Apple
Way, Vale Business Park
Evesham
Worcestershire
WR11 1GP

Search No:
2879501

Client Reference:
0192/RM/

Plan Attached:
Yes

Sewerage Undertaker:
SEVERN TRENT WATER




Water Undertaker:
SEVERN TRENT WATER

This report has been compiled from data obtained as a result of examination in person of the map of public sewers and map of waterworks held by the respective Water Companies. It is designed to be used in conjunction with the properties sewage and water bills, and/or your own survey of the property and/or in conjunction with the Vendor's property information form (TA6) or similar. Please also see attached notes.

Report Summary

| | |
|---------------------------------|---------------|
| Mains Water | Not Connected |
| Foul Water | Not connected |
| Surface Water Sewer | Not connected |
| Drainage Assets within Boundary | No |
| Water Assets within Boundary | No |
| Subject to Adoption Agreement | No |


To assist quick interpretation of this report the summary uses the following colour coding:

| | |
|-----------------------|---|
| Low Risk |  |
| May Require Attention |  |
| Requires Attention |  |

This report was provided and compiled by Index West Midlands

Index Property Information
West Midlands Office
PO Box 6715,
Kenilworth
Warwickshire
CV8 9FA

On behalf of Index Property Information

Signed: 

Date: 25/08/2022

Tel: 0121 546 0377

Customer Service: If you have any enquiries or require any further information, please contact us on 0121 546 0377 or e-mail westmidlands@indexpi.co.uk

Drainage Enquiries

Who is the sewage undertaker for this area?

SEVERN TRENT WATER
SEVERN TRENT CENTRE
2 ST JOHNS STREET
COVENTRY
CV1 2LZ

Is a plan included where the relevant sewerage assets have been transcribed?

PLEASE REFER TO THE ATTACHED MAP WHERE RELEVANT ASSETS HAVE BEEN TRANSCRIBED.

GUIDANCE NOTE

Pipes that are shown on the public sewer map as sewers, disposal mains or lateral drains are defined as those for which a Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991 (as amended by the Water Industry Act 1999). A Sewerage Undertaker is not generally 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 or lateral drains 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, disposal mains or lateral drains may be shown on the copy extract, for information.

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

RECORDS INDICATE THAT FOUL WATER FROM THE PROPERTY DOES NOT DRAIN TO A PUBLIC SEWER.

GUIDANCE NOTE

The above answer is inferred from the proximity of a public sewer as indicated on the attached plan. Please view this report in conjunction with the property's sewerage and water bills and/or your own survey of the property and/or in conjunction with the vendor's property information form. Sewerage Undertakers are not responsible for any private drains and private 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. An extract from the public sewer map is enclosed. This will show known public sewers and lateral drains in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or private sewers connecting the property to the public sewerage system.

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

RECORDS INDICATE THAT SURFACE WATER FROM THE PROPERTY DOES NOT DRAIN TO A PUBLIC SEWER.

GUIDANCE NOTE

The above answer is inferred from the proximity of a public sewer as indicated on the attached plan. Please view this report in conjunction with the property's sewerage and water bills and/or your own survey of the property and/or in conjunction with the vendor's property information form. Sewerage Undertakers are not responsible for private drains and private 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 Undertaker 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 Water Company. An extract from the public sewer map is enclosed. This will show known public sewers and lateral drains in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or private sewers connecting the property to the public sewerage system.

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?

RECORDS INDICATE THAT THE SEWERS SERVING THE PROPERTY ARE NOT THE SUBJECT OF AN EXISTING ADOPTION AGREEMENT OR APPLICATION FOR SUCH AN AGREEMENT.

GUIDANCE NOTE

The above answer is inferred from the proximity of a public sewer as indicated on the attached plan. Please view this report in conjunction with the property's sewerage and water bills and/or your own survey of the property and/or in conjunction with the vendors property information form. Pipes that are shown on the public sewer map as sewers, disposal mains or lateral drains are defined as those for which a sewerage undertaker holds statutory responsibility under the Water Industry Act 1991 (as amended by the Water Industry Act 1999).

Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundary of the property?

THE MAP INDICATES THERE ARE NO PUBLIC SEWERS, DISPOSAL MAINS OR LATERAL DRAINS WITHIN THE BOUNDARIES OF THE PROPERTY.

GUIDANCE NOTE

The above answer is inferred from the proximity of a public sewer as indicated on the attached plan. Please view this report in conjunction with the property's sewerage and water bills and/or your own survey of the property and/or in conjunction with the vendors property information form. Pipes that are shown on the public sewer map as sewers, disposal mains or lateral drains are defined as those for which a sewerage undertaker holds statutory responsibility under the Water Industry Act 1991.

Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any building within the property?

PLEASE REFER TO ATTACHED PLAN FOR INDICATIVE LOCATION OF PUBLIC SEWERS.

GUIDANCE NOTE

The above answer is inferred from the proximity of a public sewer as indicated on the attached plan. Please view this report in conjunction with the property's sewerage and water bills and/or your own survey of the property and/or in conjunction with the vendors property information form. Pipes that are shown on the public sewer map as sewers, disposal mains or lateral drains are defined as those for which a sewerage undertaker holds statutory responsibility under the Water Industry Act 1991.

Water Enquiries

Who is the water undertaker for this area?

SEVERN TRENT WATER
SEVERN TRENT CENTRE
2 ST JOHNS STREET
COVENTRY
CV1 2LZ

Is a plan included where the relevant water assets have been transcribed?

PLEASE REFER TO THE ATTACHED MAP WHERE RELEVANT ASSETS HAVE BEEN TRANSCRIBED.

GUIDANCE NOTE

Pipes that are shown on the map of waterworks as water mains, resource mains or discharge pipes are defined as those for which a Water Undertaker holds statutory responsibility under the Water Industry Act 1991 (as amended by the Water Industry Act 1999). Assets other than water mains, resource mains or discharge pipes may be shown on the plan, for information only. Water Undertakers are not responsible for private water mains or private service 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 of easements are needed for their inspection, repair or renewal. The extract of the map of waterworks shows water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.

Is the property connected to the mains water supply?

RECORDS INDICATE THAT THE PROPERTY IS NOT CONNECTED TO THE MAINS WATER SUPPLY.

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?

RECORDS INDICATE THAT WATER SUPPLY SERVING THE PROPERTY IS NOT THE SUBJECT OF AN EXISTING ADOPTION AGREEMENT OR APPLICATION FOR SUCH AN AGREEMENT.

Does the map of waterworks indicate any vested water mains or assets within the boundary of the property?

THE MAP INDICATES THERE ARE NO WATER MAINS OR ASSETS WITHIN THE BOUNDARY OF THE PROPERTY.

GUIDANCE NOTE

Where the property is part of a very recent or ongoing development and the water mains and service pipes are not the subject of an adoption application, buyers should consult with the developer to confirm that the Water Undertaker will be asked to provide a water supply to the development or to ascertain the extent of any private water supply system for which they will hold maintenance and renewal liabilities.

Billing Matters

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

PLEASE REFER TO THE VENDOR.


GUIDANCE NOTE

Water and Sewerage Companies full charges are set out in their charges schemes which are available from the Company free of charge upon request. The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for watering the garden, other than by hand (this includes the use of sprinklers) or automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.



WATER ASSET PLAN - LEGEND

NO ASSETS PRESENT



index *i*
PROPERTY INFORMATION

The Barn

Track

4m

123m

117



WASTE ASSET PLAN - LEGEND

NO ASSETS PRESENT



index *i*
PROPERTY INFORMATION

The Barn

Track

4m

123m

117

Terms and Conditions

Definitions

In these Terms the following words shall have the following meanings:

| | |
|-------------------------------------|--|
| Adverse Entry | a matter having a detrimental effect on the market value of the Property and which would or should have been disclosed in an Official Search had one been carried out in relation to the Property on the date of the Regulated Search but was not disclosed in the Regulated Search. and includes where the Appropriate Body's registers and information and / or the answers provided by the Appropriate Body for the purposes of the compilation of the Regulated Search were incorrect as at the date of the Regulated Search due to the Appropriate Body's error or omission |
| Appropriate Body | means either the local authority or other public body responsible for maintaining the registers and information that are used to compile an Official Search |
| Business | means an Individual, company, or partnership acting in for purposes of their trade, business or profession |
| Charges | means the charges for the Services as shown when placing an Order |
| Customer | means a seller, buyer, potential buyer of the Property or lender or any other person with an interest in the Property |
| Code | means the Search Code of Practice for Search Compilers and Retailers http://www.copso.org.uk/searchcode/searchcode.php |
| Consumer | means any person who places an Order who is not operating as a Business |
| Contract | has the meaning given in clause 1.1 |
| Data Protection Laws | means any legislation relating to privacy and data protection and electronic communications as applicable in England and Wales |
| Insurance Product(s) | means any insurance product which We are able to supply to You |
| Insured | means a buyer and/or lender as the intended recipient of a Regulated Search |
| Intellectual Property Rights | means any copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property rights |
| Material | means brochures, price lists and advertisements in any type of media made available to You from time to time in respect of the Services |
| Official Search | means a report which is compiled and supplied by an Appropriate Body |
| Optional Services | means a transactional service available on the Ordering Platform whether provided by Us or as an integration with the website / platform of the Supplier |
| Order | means a request for Services made by You or on Your behalf in respect of a single Property or transaction |
| Ordering Platform | means Our ordering platform at http://www.indexlive.co.uk/ |
| Privacy Notice | means, for a Business, the privacy notice (which includes a data processing notice) at https://indexpi.co.uk/legal-notices.html or for a Consumer means the consumer privacy notice at clause 7.4 |
| Property | means an address or location relevant to the Services |
| Regulated Search(es); | means a (i) a report providing some of the information contained in a CON29DW (Law Society copyright) (known as a Residential Regulated Water and Drainage Search) or (ii) a water and drainage report relevant to a commercial property (known as a Commercial Regulated Water and Drainage Search) or (iii) a report providing responses to the questions and information requested in Forms LLC1 and Part 1 and Part 2 of Form CON29 (Law Society copyright). (known as a Regulated Local Authority Search) |
| Report | means any report / search relating to a Property or transaction Ordered by You |

| | |
|-------------------------|--|
| Search Pack | a pre-determined combination of Regulated Searches and Supplier Products. |
| Services | means the supply of any of the services and Reports available on the Ordering Platform to You in accordance with your Order |
| Supplier | means any organisation or third party who provides Supplier Products |
| Supplier Product | means any Report, Optional Service, data or information or Service provided by a Supplier |
| SRIP | means search report insurance policy and further details are provided in clause 6.6 |
| Supplier Terms | means, as relevant to an Order, the terms and conditions of Suppliers are incorporated in these Terms and which (i) are found within each sample report for a Supplier Product as shown on the Ordering Platform or, (ii) are required to be agreed by the Customer before ordering a Supplier Product or accessing an Optional Service provided by a Supplier or (iii) apply by law to an Official Search |
| Terms | means these terms and conditions of supply |
| VAT | means value added tax under the Value Added Tax Act 1994 and any similar replacement or additional tax |
| We, Us, Our | Any one or all of Index Property Information Limited, Index Insure Limited or an Index franchisee as relevant to Your account with Us or Index Insure Limited as relevant to Insurance Products. |
| You and Your | means the Customer placing the Order or any Business acting on their behalf |

Index Property Information Limited and Index Insure Limited are affiliate companies of the Dye & Durham Group.

Insurance Statements: Index Insure Limited and its subsidiaries are appointed representatives of Northcott Beaton Ltd with is authorised and regulated by the Financial Conduct Authority under registration number 306740.

1. Contract

- 1.1 The contract between us shall come into existence when We accept Your completed Order; acceptance being by either sending a written confirmation or providing the Services ("**Contract**").
- 1.2 We may refuse to accept an Order for reasons including but not limited to where (a) the Services are not available (b) We cannot obtain authorisation for payment or there are credit issues with your account with Us, (c) we identify a pricing or service description error or (d) We determine supply to You will be in breach any regulatory provisions relating to the Services ordered.
- 1.3 Please read and check the Order before it is submitted as the risk of input or submission of information is with You and will not remove or limit any obligations to pay Charges. You accept responsibility for ensuring that the information provided is sufficient and correct for Us to deliver the Service.
- 1.4 The Terms in force at the time of the Contract, in conjunction with any relevant Supplier Terms, the Order, the Privacy Notice and Materials (**Provisions**), shall govern the Contract to the exclusion of any other terms and conditions. You agree to be bound by the Provisions when You place an Order. You should print a copy of the Provisions for future reference.
- 1.5 If You are Business You acknowledge that You have not relied upon any representations save insofar as the same have been expressly incorporated in the Provisions and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of the Provisions.
- 1.6 If You are a Consumer where statements and representations have been made by Our authorised agents contrary to the Provisions, please ensure You ask for such variations to be confirmed in writing.

2. Services

- 2.1 We shall use reasonable care and skill in providing the Services and in accordance with the Code (where applicable).
- 2.2 We reserve the right to make any changes to the Services described in our Material to conform with any applicable statutory requirements or any non-material changes which We reasonably deem appropriate in Our sole discretion.
- 2.3 You may not transfer or sell Reports to another customer (transferee) without our prior written consent. We will, where We give such consent, use reasonable endeavours to transfer the benefit of Supplier Terms and SRIP to any transferee but the transferee is not a party to the Contract and we are not liable to the transferee for any other liability howsoever arising.
- 2.4 You and Your Customer shall be permitted to make and store electronic or hard copies of Supplier Products or Regulated Searches



solely for internal audit/review purposes.

- 2.5 In placing the Order (and subject clause 1.1 and 1.2) You hereby agree that We may take steps to perform the Services as soon as possible. See clause 5 for limited provisions relating to cancellation of the Contract.
- 2.6 We shall use reasonable endeavours to provide the Services within a reasonable period of time but are not liable to You for any delay in providing the Services.
- 2.7 Where You place an Order for an Optional Service provided by Us, it is Your responsibility to check the accuracy of any materials or advice provided by Us in respect of such Optional Service and we provide no warranty as to the accuracy of any such materials or advice and accept no liability in respect thereof.

3. Price and Payment

- 3.1 The Charges are expressed in pounds sterling and are inclusive of VAT. We reserve the right to express the Charges exclusive of VAT in an Invoice, but We shall show the VAT separately and include it in the total price.
- 3.2 INSURANCE PRODUCTS: Where insurance premium tax (IPT) is applicable this is included at the current rates. We reserve the right to express the Charge for Insurance Products exclusive of IPT in an invoice but we shall show IPT separately and include it in the total price.
- 3.3 Payment is due in full from You within 30 days from date of invoice unless the payment term varied on the invoice.
- 3.4 Services will be charged at the Charge applicable at the date on which an Order is submitted.
- 3.5 If You fail to pay an invoice by the due date, We may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding sum (including interest) is paid in full, or, where You are a Consumer, interest may be charged at 4% above the base rate of Bank of England until the outstanding sum (including interest) is paid in full.
- 3.6 Any discount, rebate or commission We agree with you must be confirmed in writing (and signed by both parties) but will not apply where Charges are outstanding. You are responsible for advising your Customer of this arrangement as required by the regulations of Solicitor's Regulatory Authority or Council of Licensed Conveyancers or Chartered Institute of Legal Executives i .
- 3.7 You are responsible for managing all aspects of compliance as required by the Solicitor's Regulatory Authority or Council of Licensed Conveyancers or Chartered Institute of Legal Executives including but not limited to the Insurance Distribution Directive requirements in respect of the purchase of any Insurance Product from Us. If You manage a panel you should follow the National Trading Standards Estate Agency Team's guidance on transparency of referral fees and any subsequent regulations that come into force to ensure compliance with the Consumer Protection from Unfair Trading Regulations 2008.

4. Cancellation of Services / Refunds

These provisions 4.1 to 4.3 apply to You as a Consumer

- 4.1 If You are a Consumer, you have a legal right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, to cancel the whole Contract. Your right to cancel the Contract starts on the date the Contract is formed (see clause 1.1) and ends after fourteen working days. If you cancel the Contract within this period, and the exceptions set out in clause 4.2 do not apply, then You will receive a full refund of Charges paid by You. The refund will be processed as soon as possible, and in any case within 30 days of the day on which You gave Us notice of cancellation. You will not be liable for any further payment to Us in respect of the Contract.
- 4.2 This cancellation right does not apply where;
 - 4.2.1 goods are commissioned to Your specifications or by reason of their nature cannot be returned (i.e. the products are based on a specific Property); or
 - 4.2.2 where We have started work on the Services with Your agreement (given in clause 2.5).

- 4.3 To cancel the Contract You must email askus@indexpi.co.uk without delay but You should be aware that clause 4.2 is likely to apply.

Where You are a Consumer or Business

- 4.4 INSURANCE PRODUCTS: Insurance Product may be cancelled within 14 days of the Contract start date. Please see the policy for more information.
- 4.5 Following cancellation of the Contract (save for cancellation in accordance with clause 4.1) You will remain liable for any costs, expenses and disbursements incurred by Us prior to receiving written notice of cancellation. Such costs, expenses and disbursements shall be invoiced and payable in accordance with clause 3.

Where You are a Business.

- 4.6 Any refund, discount or commission We give is at Our sole discretion.
- 4.7 Any request to cancel a Contract in whole or in part is subject to refusal at Our discretion. Any request for cancellation you make (and we accept) of a component of a Search Pack will not entitle You to a refund in respect of the cancelled component and You will remain liable for the full Charge of the Search Pack. This is because a Search Pack Charge is calculated using discounts and / volumes on the components when purchased in this way.

5. Warranties and liability limits



- 5.1 Save as expressly provided in this clause 5 We exclude all other representations, warranties or conditions of any kind, either express or implied to the fullest extent permitted by law.
- 5.2 We warrant We will provide the Services with reasonable care and skill and in accordance with the Code.
- 5.3 We do not warrant or guarantee that access to the Ordering Platform will be uninterrupted or error free of free of viruses or other harmful components. We are not liable to You or a Customer for any liability, howsoever arising, resulting from use of the Operating Platform, any website linked to or integrated with the Operating Platform or for inaccuracies or typographical errors of Information on the Operating Platform.
- 5.4 Nothing in these Terms limits or excludes Our liability for any matter for which it is unlawful to exclude or limit liability.
- 5.5 Subject to clause 5.4 We are not liable to You or a Customer;
- 5.5.1 in respect of any liability (howsoever arising) due to errors in the information You supply to Us;
- 5.5.2 in respect of loss of profit (direct or indirect), indirect or consequential losses;
- 5.5.3 in respect of any liability arising from supply of Supplier Products included in the Services save where arising from Our negligence.
- 5.5.4 in respect of any liability arising from the supply of an Official Search save where arising from to Our negligence.
- 5.6 With reference to clause 5.5.3 We will provide reasonable assistance in respect of a claim relating to data or Information provided by a Supplier but the provisions of the Supplier Terms shall prevail; With reference to clause 5.5.4 an Official Search has the benefit of unlimited indemnity (where the Appropriate Body is a water undertaker) or statutory compensation (where the Appropriate Body is a local authority) and We will use reasonable endeavours to assist claim made in this way.
- 5.7 Subject to Clause 5.4 and 5.5 where We are have caused an error in a Report and this is notify Us before contracts are exchanged on the relevant Property or We consider that You were aware of the error in the Report before such exchange the sole remedy, and the extent of Our liability, will be satisfied by provision of a replacement Report free of charge. and We shall have no further liability to You / the Customer even if the supply of the replacement Report may cause delay or abortive transaction or the contracts are exchanged prior to Our supply of the replacement Report.
- 5.8 Subject always to the above and the special limit set out in clause 5.9.1 Our liability to You / the Customer whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed, in aggregate £10 million per claim or series of related claims.
- 5.9 **Regulated Searches - Adverse Entries.** In respect of each Regulated Local Authority Search and Commercial Regulated Water and Drainage Search the Insured has the benefit of a SRIP which is appended to each report. The SRIP provides cover in respect of an Adverse Entry to the level; of (a) £2 million for a Regulated Local Authority Search and (b) £1 million for a Regulated Commercial Water and Drainage Search.
- 5.9.1 In respect of a Residential Regulated Water and Drainage Search Our liability to Customer in respect of an Adverse Entry, shall in no circumstances exceed £1 million.
- 5.10 You agree to indemnify Us in respect of any liability arising from any claim, allegation or proceedings brought by You, a Customer or any other third party that these Terms (and Supplier Terms or SRIP (as applicable) do not apply to the Services or as arising from any claim, allegations or proceedings brought against Us by a transferee contrary to clause 2.3.
- 5.11 We do not accept any liability to any third party except as set out in these Terms.

6. Intellectual Property Rights

- 6.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either Us or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.
- 6.2 You agree that You will procure that Your Customer on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with Us change, amend, remove, alter or modify any trademark or proprietary marking on any search provided. You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this clause 6.

7. Data Protection

- 7.1 You are responsible for obtaining the information required to place an Order from Your Customer and for processing and collecting personal data so included in accordance with Data Protection Laws. We acknowledge that You are the data controller.
- 7.2 We will process any personal data You provide to Us as a data processor; please see the data processing notice incorporated in the Privacy Notice.
- 7.3 We will process data concerning You and your employees in accordance with the Privacy Notice.
- 7.4 IF YOU ARE A CONSUMER: In placing an Order You will provide Us with certain information and some of this is personal data; For example We will require details of the Property address, contact data and financial data. We process this information for contractual purpose to provide the Services including the processing of a payment. In the event of a claim against Us, where we assist with a claim against a Supplier



or under the SRIP We may gather further details from You and will share this with the relevant insurance provider to process Your Claim. We may also disclose Your information to companies within Our group of companies for administrative purposes or to comply with a legal obligation. Once the Order has been completed We will keep details of the transaction for 7 years for reporting purposes but We also keep copies of Regulated Searches for 20 years. This is because claims may only be known when a Property is re-sold and this period of time is the average period of home ownership. You have certain rights under the Applicable Data Protection Laws. Some of these rights are complex and you should read the guidance from the Information Commissioner (www.ico.org.uk) for a full explanation of these rights. You may exercise any right in respect of our processing of your personal data by written notice to Us.

Where We contact You at the request of your acting solicitor to arrange for payment of Services ordered on your behalf We will provide You with further information concerning privacy. At all times these Terms apply to the supply of such Services.

8. General

- 8.1 You shall make any complaint regarding the Services in accordance with the complaints policy at the end of these Terms.
- 8.2 You shall not be entitled to assign the Contract or any part of it without Our prior written consent.
- 8.3 We may assign the Contract or any part of it to any person, firm or company provided that such assignment shall not materially affect Your rights under the Contract.
- 8.4 The parties to these Terms do not intend that any term shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.
- 8.5 Failure or delay by Us in enforcing or partially enforcing any provision of the Terms will not be construed as a waiver of any of Our rights under the Contract.
- 8.6 Any waiver by Us of any breach of, or any default under, any provision of the Terms by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms herein.
- 8.7 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.
- 8.8 Unless otherwise stated in these Terms, all notices from You to Us or vice versa must be in writing and sent to Our registered office address or Your address as stipulated in the Order.
- 8.9 We reserve the right without notice or liability to You, to defer the date of performance (by a period equivalent to the period during which the Services could not be performed) or to cancel the provision of the Services or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control provided that, if the event in question continues for a continuous period in excess of 60 days, You shall be entitled to give notice in writing to us to terminate the Order.
- 8.10 These Terms and each Contract shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales. However, if You are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland you may also bring proceedings in Scotland.

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Important Consumer Protection Information

The Property Codes Compliance Board (“PCCB”) independently monitors how registered search firms maintain compliance with the Code.

The Code:

- Provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- Sets out minimum standards which firms compiling and selling search reports have to meet
- Promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- Enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving You this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for You.

The Code's core principles - Firms which subscribe to the Search Code will:

- Display the Search Code logo prominently on their search reports.
- Act with integrity and carry out work with due skill, care and diligence.
- At all times maintain adequate and appropriate insurance to protect consumers.
- Conduct business in an honest, fair and professional manner.
- Handle complaints speedily and fairly.
- Ensure that products and services comply with industry registration rules and standards and relevant laws. Monitor their compliance with the Code.

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm’s final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

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
E-mail: 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

The Group complaints procedure is as follows:

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 ukcomplaints@dyedurham.com.

If you are not satisfied with our final response, or we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk.

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





Regulated Local Authority Search

Property Address
**LAND AT
DOWNTON ROAD TO THE LEFT OF THE
PROPERTY
DOWNTON ON THE ROCK
LUDLOW
SY8 2HU**

Search Prepared for
**Denney King
Unit 1
Basepoint Business Centre, Crab Apple
Way, Vale Business Park
Evesham
Worcestershire
WR11 1GP**

Search No: **2879501** UPRN: **Not validated**

Client Reference:
0192/RM/

Plan Attached:
Yes

Optional Enquiries:
Yes

Local Authority:
Herefordshire Council

Other Roads, Footpaths and Footways:
**C1017 BURRINGTON FROM C1016 TO
JUNCTION WITH C1019 (ROAD AT SOUTH END
OF THE PROPERTY)**

Search Summary

| | |
|--|-------------------|
| Local Land Charges | 1 Entry |
| Planning History | No Entries |
| Building Regulations | No Entries |
| Road Status | Adopted |
| Public Rights of Ways | None |
| Road/Rail/Traffic Schemes | No Entries |
| Notices (Only revealed in Q3.7, 3.8 & 3.9) | No Entries |
| Community Infrastructure Levy | No |

This search was provided by Index West Midlands

Index Property Information
West Midlands Office
Po Box 6715
Kenilworth
Warwickshire
CV8 9FA

On behalf of Index Property Information

Signed: 

Date: 25/08/2022

Tel: 0121 546 0377

If you have any enquiries or require any further information regarding this search, please contact us on 0121 546 0377 or e-mail westmidlands@indexpi.co.uk



Local Land Charges Register of Entries

(excluding planning permissions recorded in the planning register of entries)

- | | |
|---|--|
| 1 | 83 THE COUNTY OF HEREFORD (AREA OF SPECIAL CONTROL OF ADVERTISEMENTS) ORDER, 1965 DATED 19/08/1965, UNDER TOWN AND COUNTRY PLANNING ACT 1962 - TOWN AND COUNTRY PLANNING (CONTROL OF ADVERTISEMENTS) REGULATIONS 1960. REGISTERED 27/08/1980 |
|---|--|

Planning Register of Entries

(The local authority makes planning information records readily available from 01/01/1993 only. The records have been searched back to that date.)

- | | |
|---|-----------------|
| 1 | NONE REGISTERED |
|---|-----------------|

1.1 Building Regulation Information from 01/01/2005 (J-K) and 01/04/2002 (L)

- | | |
|---|-----------------|
| 1 | NONE REGISTERED |
|---|-----------------|

Other Details:

PLANNING APPLICATIONS RELATING TO LAND ADJOINING THE CURTILAGE OF THE ADDRESS SEARCHED DO NOT FALL WITHIN THE SCOPE OF THIS SEARCH

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 for refused or (where applicable) are the subject of pending applications or agreements?

(a) a planning permission

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

(b) a listed building consent

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

(c) a conservation area consent

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

(d) a certificate of lawfulness of existing use or development

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

(e) a certificate of lawfulness of proposed use or development

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

(f) a certificate of lawfulness of proposed works for listed buildings

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

(g) a heritage partnership agreement

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

(h) a listed building consent order

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

(i) a local listed building consent order

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

(j) building regulation approval

PLEASE REFER TO BUILDING REGULATION ENTRIES

(k) a building regulation completion certificate

PLEASE REFER TO BUILDING REGULATION ENTRIES

(l) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?

PLEASE REFER TO BUILDING REGULATION ENTRIES

How can copies of the decisions be obtained?

PLEASE CONTACT OUR OFFICE FOR GUIDANCE

N.B. *If building control for the property is currently administered by an outside body the seller or developer should be asked to provide evidence of compliance with building regulations.*

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?

HEREFORDSHIRE LOCAL PLAN CORE STRATEGY 2011-2031
ADOPTED 16/10/2015

HEREFORDSHIRE COUNTY BOUNDARY
HOUSING MARKET AREAS (H1, H2, RA1, RA2)
LAND LIABLE TO FLOOD – FLOOD ZONE 3 (SD3)
LOCAL WILDLIFE SITE (LWS)
SAFEGUARDING MINERAL RESERVES (M5)

FOR ADDITIONAL INFORMATION REGARDING NEIGHBOURHOOD PLANS, PLEASE REFER TO THE FOLLOWING LINK:
https://indexpi.co.uk/_/6lrk

N.B. *This reply reflects policies or proposals in any existing development plan and in any formally proposed alteration or replacement plan, but does not include policies contained in planning guidance notes or supplementary planning documents*

2. Roads and Public Rights of Way

2.1 Roadways, footways and footpaths

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

(a) highways maintainable at public expense

DOWNTON ROAD TO THE LEFT OF THE PROPERTY - YES
C1017 BURRINGTON FROM C1016 TO JUNCTION WITH C1019
(ROAD AT SOUTH END OF THE PROPERTY) - YES

(b) subject to adoption and supported by a bond or bond waiver

NONE

(c) to be made up by a local authority who will reclaim the cost from the frontagers.

NONE

(d) to be adopted by a local authority without reclaiming the cost from the frontagers.

NONE

N.B. *If a road, footpath or footway is not a highway, there may be no right to use it. The Company cannot express an opinion without seeing the title plan of the property and requesting the local authority to carry out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property*

2.2 Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?

NO

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?

NO

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?

NO

N.B. *A survey of all paths has not been completed and whilst this does not preclude the existence of unrecorded rights of way the Local Authority is unaware of a claimed rights of way existing over the property. Additional public rights of way may exist other than those shown on the definitive map*

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

NOT APPLICABLE

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 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 to be acquired for roadworks?

NO

3.3 Drainage matters

(a) Is the property served by a sustainable urban drainage system (SuDS)?

AS SCHEDULE 3 OF THE FLOOD AND WATER MANAGEMENT ACT 2010 HAS NOT BEEN BROUGHT INTO FORCE, THE COUNCIL IS NOT REQUIRED TO KEEP ANY RECORDS REGARDING SUSTAINABLE DRAINAGE SYSTEMS, MAINTENANCE RESPONSIBILITIES OR SURFACE WATER DRAINAGE CHARGES FOR ANY INDIVIDUAL PROPERTIES. HOWEVER THERE MAY BE RELEVANT PLANNING PERMISSIONS AND ASSOCIATED LEGAL AGREEMENTS (S106) RELATED TO THE PROPERTY THAT CONTAIN SUCH INFORMATION.

(b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?

PLEASE REFER TO RESPONSE AS DETAILED ABOVE

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

PLEASE REFER TO RESPONSE AS DETAILED ABOVE

3.4 Nearby road schemes

Is the property (or will it be) within 200 metres 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

WE STRONGLY RECOMMEND THAT AN OPTIONAL ENQUIRY 4 – ROAD PROPOSALS BY PRIVATE BODIES BE ORDERED TO ENSURE ANY ROAD SCHEMES OUTSIDE OF THE COUNCIL'S REGISTER ARE REVEALED, SHOULD THEY APPLY. THIS WILL INCLUDE ANY PROPOSALS THAT HAVE BEEN APPROVED OR ARE THE SUBJECT OF PENDING APPLICATIONS, THE LIMITS OF CONSTRUCTION OF WHICH ARE ADJOINING OR ADJACENT TO THE PROPERTY. IT IS INFORMATION ABOUT THE PROPOSALS OF PRIVATE BODIES OR DEVELOPERS THAT WILL BE REVEALED. (THIS DOES NOT INCLUDE, FOR EXAMPLE AND NOT LIMITED TO, NATIONAL HIGHWAYS WHO ARE A PUBLIC SECTOR STATUTORY BODY)

FURTHERMORE, SOME COUNCILS CANNOT ANSWER Q4, UNDER THESE CIRCUMSTANCES WE CAN OFFER A SPECIALIST INSURANCE WHICH COVERS RESIDENTIAL AND COMMERCIAL PROPERTIES UPTO £1M or £3M IN VALUE, BESPOKE INSURANCE CAN BE ARRANGED OUTSIDE OF THIS PRICE.

(b) the centre line of a proposed alteration or improvement to an existing road involving 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 construction of one or more additional traffic lanes.

NO

(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 the 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 the construction of one or more additional traffic lanes

NO

(e) the centre line of the proposed route of a new road under proposals published for public consultation

NO

| | |
|---|----|
| (f) the outer limits of: (i) construction of a proposed alteration or improvement to an existing road involving the 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 |
|---|----|

N.B. *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

| | |
|---|----|
| (a) Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail? | NO |
|---|----|

| | |
|--|----|
| (b) Are there any proposals for a railway, tramway, light railway or monorail with the Local Authority's boundary? | NO |
|--|----|

3.6 Traffic schemes

Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in Boxes B and C and are within 200 metres of the boundaries of the property?

| | |
|--|----|
| (a) permanent stopping up or diversion | NO |
|--|----|

| | |
|-------------------------------------|----|
| (b) waiting or loading restrictions | NO |
|-------------------------------------|----|

| | |
|---------------------|----|
| (c) one way driving | NO |
|---------------------|----|

| | |
|----------------------------|----|
| (d) prohibition of driving | NO |
|----------------------------|----|

| | |
|-----------------------|----|
| (e) pedestrianisation | NO |
|-----------------------|----|

| | |
|---|----|
| (f) vehicle width or weight restriction | NO |
|---|----|

| | |
|--|----|
| (g) traffic calming works including road humps | NO |
|--|----|

| | |
|---------------------------------|----|
| (h) residents' parking controls | NO |
|---------------------------------|----|

| | |
|--|----|
| (i) minor road widening or improvement | NO |
|--|----|

| | |
|--------------------------|----|
| (j) pedestrian crossings | NO |
|--------------------------|----|

| | |
|------------------|----|
| (k) cycle tracks | NO |
|------------------|----|

| | |
|---------------------|----|
| (l) bridge building | NO |
|---------------------|----|

N.B. *In some circumstances, road closure orders can be obtained by third parties from magistrate's courts or can be made by the Secretary of State for Transport, without involving the Local Authority within which the property is located. This enquiry is designed to reveal matters that are yet to be implemented and could not therefore be ascertained by a visual inspection. Schemes that have been or are currently being implemented will not be referred to 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 form?

| | |
|---|----|
| (a) building works | NO |
| (b) environment | NO |
| (c) health and safety | NO |
| (d) housing | NO |
| (e) highways | NO |
| (f) public health | NO |
| (g) flood and coastal erosion risk management | NO |

N.B. *This information was correct when the registers were checked at the date of this search. We advise that this question is also asked of the Vendor.*

3.8 Contravention of building regulations

Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?

NO

N.B. *This information was correct when the registers were checked at the date of this search. We advise that this question is also asked of the Vendor.*

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?

| | |
|---|----|
| (a) an enforcement notice | NO |
| (b) a stop notice | NO |
| (c) a listed building enforcement notice | NO |
| (d) a breach of condition notice | NO |
| (e) a planning contravention notice | NO |
| (f) another notice relating to breach of planning control | NO |
| (g) a listed building repairs notice | NO |
| (h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimal compensation | NO |
| (i) a building preservation notice | NO |

| | |
|---|----|
| (j) a direction restricting permitted development | NO |
| (k) an order revoking or modifying a planning permission; | NO |
| (l) an order requiring discontinuance of use or alteration or removal of buildings or works | NO |
| (m) a tree preservation order | NO |
| (n) proceedings to enforce a planning agreement or planning contribution | NO |

N.B. *Please be aware that when a planning permission is granted, conditions may be attached to the decision which limit or remove permitted development rights. Please make your own enquiries in this respect. National Park Authorities, Cadw and The Historic Buildings and Monuments Commission (English Heritage) have the power to issue building preservation notices so where relevant an enquiry should be made to them.*

3.10 Community infrastructure levy (CIL)

| | |
|--|--|
| (a) Is there a CIL charging schedule? | NO - FOR MORE INFORMATION, PLEASE FOLLOW THIS LINK https://indexpi.co.uk/CIL/149 |
| (b) If yes, do any of the following subsist in relation to the property or has a local authority decided to issue, serve or commence any of the following: | |
| (i) a liability notice? | NO |
| (ii) a notice of chargeable development? | NO |
| (iii) a demand notice? | NO |
| (iv) a default liability notice? | NO |
| (v) an assumption of liability notice? | NO |
| (vi) a commencement notice? | NO |
| (c) Has any demand notice been suspended? | NO |
| (d) Has the Local Authority received full or part payment of any CIL liability? | NO |
| (e) Has the Local Authority received any appeal against any of the above? | NO |
| (f) Has a decision been taken to apply for a liability order? | NO |
| (g) Has a liability order been granted? | NO |
| (h) Have any other enforcement measures been taken? | NO |

3.11 Conservation area

Do the following apply in relation to the property?

| | |
|--|----|
| (a) the making of the area a Conservation Area before 31 August 1974 | NO |
|--|----|

(b) an unimplemented resolution to designate the area a Conservation Area. NO

3.12 Compulsory purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property? NO

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)?

(a) a contaminated land notice NO

(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:
 (i) a decision to make an entry NO
 (ii) an entry

(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 NO

N.B. *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 council in whose area adjacent or adjoining land is situated*

3.14 Radon gas

Do records indicate that the property is in a 'Radon Affected Area' as identified by Public Health England or Public Health Wales? PLEASE REFER TO ENVIRONMENTAL REPORT

N.B. *"Radon Affected Area" means a part of the country with a 1% probability or more of present or future homes being above the Action Level. Such areas are designated by the Health Protection Agency which also advises Government on the numerical value of the "Radon Action Level" (the recommended maximum radon concentration in the home. Radon concentrations above the Action Level should be reduced below it and become as low as reasonably practicable). Radon preventative measures are required for new buildings in higher risk areas. For new properties the builder and/or the owners of properties built after 1988 should say whether protective measures were incorporated in the construction of the property. Further information on radon, including an indicative version of the Radon Affected Areas map, the associated health risks and common questions and answers is available on the Health Protection Agency (HPA) website (www.hpa.org.uk/radiation/index.htm). Alternatively, information can be requested from HPA by telephone (0800 614529 (24h) or 01235 822622 (D/T) or by writing to Radon Studies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon OX11 0RQ. A guide containing further information about Radon Affected Areas is available free from DEFRA.*

3.15 Assets of community value

(a) Has the property been nominated as an asset of community value? NO

If so:
 (i) Is it listed as an asset of community value? NOT APPLICABLE

| | |
|---|----------------|
| (ii) Was it excluded and placed on the 'nominated but not listed' list? | NOT APPLICABLE |
| (iii) Has the listing expired? | NOT APPLICABLE |
| (iv) Is the Local Authority reviewing or proposing to review the listing? | NOT APPLICABLE |
| (v) Are there any subsisting appeals against the listing? | NOT APPLICABLE |
| (b) If the property is listed: | |
| (i) Has the Local Authority 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 |
| (ii) Has the Local Authority received a notice of disposal? | NOT APPLICABLE |
| (iii) Has any community interest group requested to be treated as a bidder? | NOT APPLICABLE |

Optional Enquiries

PIPELINES

8. 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

COMMON LAND AND TOWN OR VILLAGE GREEN

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?

22.2. Is there any prescribed information about maps and statements, deposited under s.15A of the Commons Act 2006, in the register maintained under s.15B(1) of the Commons Act 2006 or under s.31A of the Highways Act 1980?

22.3. If there are any entries, how can copies of the matters registered be obtained and where can the register be inspected?

22.1 - NO

22.2 - NO

22.3 - RE 22.1 - PLEASE CONTACT COMMONS REGISTRATION OFFICE, PO BOX 4, PLOUGH LANE, HEREFORD, HR4 0XH, TEL: 01432 261991,

EMAIL: COMMONSREGISTRATION@HEREFORDSHIRE.GOV.UK

RE 22.2 - PLEASE CONTACT PROW@HEREFORDSHIRE.GOV.UK

Information Sources:

Herefordshire Council, Plough Lane, Hereford, HR4 0LE
Tel: 01432 260000 - Web: https://indexpi.co.uk/_/vwl

Hereford Council, Herefordshire Archive and Records Centre, Fir Tree Lane, Rotherwas, Hereford, HR2 6LA

Hereford Council, Town Hall, St Owen Street, Hereford, HR1 2PJ

Planning and Building Regulations

The answer(s) to Q1.1 (A) - (I) were obtained by examining public records

The answer(s) to Q1.1 (J) - (L) were obtained by examining public records

Planning Designations and Proposals

The answer(s) to Q1.2 were obtained by examining public records

Roads

The answer(s) to Q2 (A) - (D) were obtained by examining public records

The answer(s) to Q2.2 were obtained by examining public records

The answer(s) to Q2.3 were obtained by examining public records

The answer(s) to Q2.4 were obtained by examining public records

The answer(s) to Q2.5 were obtained by examining public records

Other Matters

The answer(s) to Q3.1 were obtained by examining public records

The answer(s) to Q3.2 were obtained by examining public records

The answer(s) to Q3.3 were obtained by examining public records

The answer(s) to Q3.4 were obtained by examining public records

The answer(s) to Q3.5 were obtained by written response from the Local Authority

The answer(s) to Q3.6 were obtained by examining public records

The answer(s) to Q3.7 were obtained by examining public records

The answer(s) to Q3.8 were obtained by examining public records

The answer(s) to Q3.9 were obtained by examining public records

The answer(s) to Q3.10 were obtained by examining public records

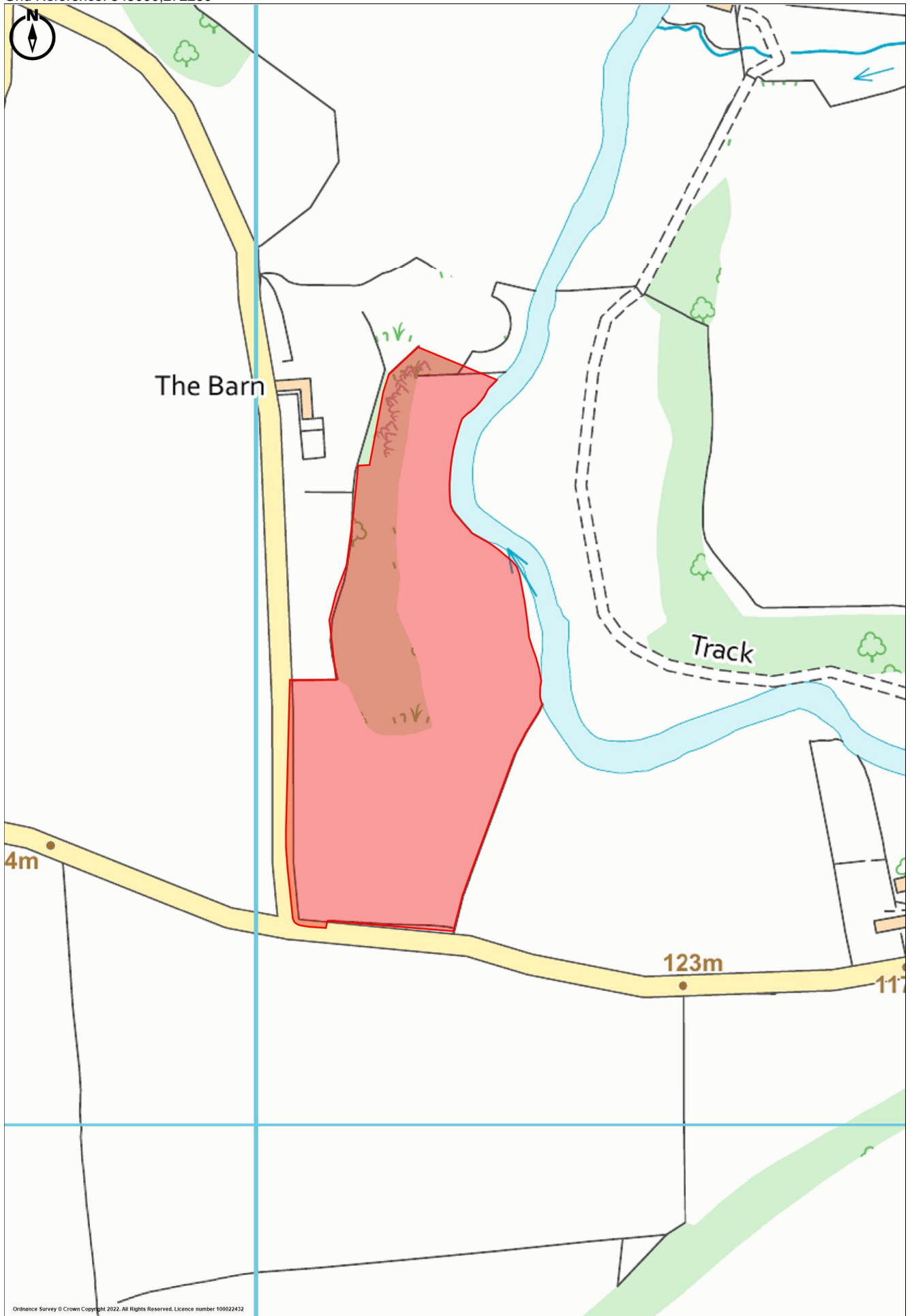
The answer(s) to Q3.11 were obtained by examining public records

The answer(s) to Q3.12 were obtained by examining public records

The answer(s) to Q3.13 were obtained by examining public records

The answer(s) to Q3.14 were obtained by examining public records

The answer(s) to Q3.15 were obtained by examining public records



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Terms and Conditions

Definitions

In these Terms the following words shall have the following meanings:

| | |
|-------------------------------------|--|
| Adverse Entry | a matter having a detrimental effect on the market value of the Property and which would or should have been disclosed in an Official Search had one been carried out in relation to the Property on the date of the Regulated Search but was not disclosed in the Regulated Search. and includes where the Appropriate Body's registers and information and / or the answers provided by the Appropriate Body for the purposes of the compilation of the Regulated Search were incorrect as at the date of the Regulated Search due to the Appropriate Body's error or omission |
| Appropriate Body | means either the local authority or other public body responsible for maintaining the registers and information that are used to compile an Official Search |
| Business | means an Individual, company, or partnership acting in for purposes of their trade, business or profession |
| Charges | means the charges for the Services as shown when placing an Order |
| Customer | means a seller, buyer, potential buyer of the Property or lender or any other person with an interest in the Property |
| Code | means the Search Code of Practice for Search Compilers and Retailers http://www.copso.org.uk/searchcode/searchcode.php |
| Consumer | means any person who places an Order who is not operating as a Business |
| Contract | has the meaning given in clause 1.1 |
| Data Protection Laws | means any legislation relating to privacy and data protection and electronic communications as applicable in England and Wales |
| Insurance Product(s) | means any insurance product which We are able to supply to You |
| Insured | means a buyer and/or lender as the intended recipient of a Regulated Search |
| Intellectual Property Rights | means any copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property rights |
| Material | means brochures, price lists and advertisements in any type of media made available to You from time to time in respect of the Services |
| Official Search | means a report which is compiled and supplied by an Appropriate Body |
| Optional Services | means a transactional service available on the Ordering Platform whether provided by Us or as an integration with the website / platform of the Supplier |
| Order | means a request for Services made by You or on Your behalf in respect of a single Property or transaction |
| Ordering Platform | means Our ordering platform at http://www.indexlive.co.uk/ |
| Privacy Notice | means, for a Business, the privacy notice (which includes a data processing notice) at https://indexpi.co.uk/legal-notices.html or for a Consumer means the consumer privacy notice at clause 7.4 |
| Property | means an address or location relevant to the Services |
| Regulated Search(es); | means a (i) a report providing some of the information contained in a CON29DW (Law Society copyright) (known as a Residential Regulated Water and Drainage Search) or (ii) a water and drainage report relevant to a commercial property (known as a Commercial Regulated Water and Drainage Search) or (iii) a report providing responses to the questions and information requested in Forms LLC1 and Part 1 and Part 2 of Form CON29 (Law Society copyright). (known as a Regulated Local Authority Search) |
| Report | means any report / search relating to a Property or transaction Ordered by You |

| | |
|-------------------------|--|
| Search Pack | a pre-determined combination of Regulated Searches and Supplier Products. |
| Services | means the supply of any of the services and Reports available on the Ordering Platform to You in accordance with your Order |
| Supplier | means any organisation or third party who provides Supplier Products |
| Supplier Product | means any Report, Optional Service, data or information or Service provided by a Supplier |
| SRIP | means search report insurance policy and further details are provided in clause 6.6 |
| Supplier Terms | means, as relevant to an Order, the terms and conditions of Suppliers are incorporated in these Terms and which (i) are found within each sample report for a Supplier Product as shown on the Ordering Platform or, (ii) are required to be agreed by the Customer before ordering a Supplier Product or accessing an Optional Service provided by a Supplier or (iii) apply by law to an Official Search |
| Terms | means these terms and conditions of supply |
| VAT | means value added tax under the Value Added Tax Act 1994 and any similar replacement or additional tax |
| We, Us, Our | Any one or all of Index Property Information Limited, Index Insure Limited or an Index franchisee as relevant to Your account with Us or Index Insure Limited as relevant to Insurance Products. |
| You and Your | means the Customer placing the Order or any Business acting on their behalf |

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1. Contract

- 1.1 The contract between us shall come into existence when We accept Your completed Order; acceptance being by either sending a written confirmation or providing the Services ("**Contract**").
- 1.2 We may refuse to accept an Order for reasons including but not limited to where (a) the Services are not available (b) We cannot obtain authorisation for payment or there are credit issues with your account with Us, (c) we identify a pricing or service description error or (d) We determine supply to You will be in breach any regulatory provisions relating to the Services ordered.
- 1.3 Please read and check the Order before it is submitted as the risk of input or submission of information is with You and will not remove or limit any obligations to pay Charges. You accept responsibility for ensuring that the information provided is sufficient and correct for Us to deliver the Service.
- 1.4 The Terms in force at the time of the Contract, in conjunction with any relevant Supplier Terms, the Order, the Privacy Notice and Materials (**Provisions**), shall govern the Contract to the exclusion of any other terms and conditions. You agree to be bound by the Provisions when You place an Order. You should print a copy of the Provisions for future reference.
- 1.5 If You are Business You acknowledge that You have not relied upon any representations save insofar as the same have been expressly incorporated in the Provisions and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of the Provisions.
- 1.6 If You are a Consumer where statements and representations have been made by Our authorised agents contrary to the Provisions, please ensure You ask for such variations to be confirmed in writing.

2. Services

- 2.1 We shall use reasonable care and skill in providing the Services and in accordance with the Code (where applicable).
- 2.2 We reserve the right to make any changes to the Services described in our Material to conform with any applicable statutory requirements or any non-material changes which We reasonably deem appropriate in Our sole discretion.
- 2.3 You may not transfer or sell Reports to another customer (transferee) without our prior written consent. We will, where We give such consent, use reasonable endeavours to transfer the benefit of Supplier Terms and SRIP to any transferee but the transferee is not a party to the Contract and we are not liable to the transferee for any other liability howsoever arising.
- 2.4 You and Your Customer shall be permitted to make and store electronic or hard copies of Supplier Products or Regulated Searches



solely for internal audit/review purposes.

- 2.5 In placing the Order (and subject clause 1.1 and 1.2) You hereby agree that We may take steps to perform the Services as soon as possible. See clause 5 for limited provisions relating to cancellation of the Contract.
- 2.6 We shall use reasonable endeavours to provide the Services within a reasonable period of time but are not liable to You for any delay in providing the Services.
- 2.7 Where You place an Order for an Optional Service provided by Us, it is Your responsibility to check the accuracy of any materials or advice provided by Us in respect of such Optional Service and we provide no warranty as to the accuracy of any such materials or advice and accept no liability in respect thereof.

3. Price and Payment

- 3.1 The Charges are expressed in pounds sterling and are inclusive of VAT. We reserve the right to express the Charges exclusive of VAT in an Invoice, but We shall show the VAT separately and include it in the total price.
- 3.2 INSURANCE PRODUCTS: Where insurance premium tax (IPT) is applicable this is included at the current rates. We reserve the right to express the Charge for Insurance Products exclusive of IPT in an invoice but we shall show IPT separately and include it in the total price.
- 3.3 Payment is due in full from You within 30 days from date of invoice unless the payment term varied on the invoice.
- 3.4 Services will be charged at the Charge applicable at the date on which an Order is submitted.
- 3.5 If You fail to pay an invoice by the due date, We may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding sum (including interest) is paid in full, or, where You are a Consumer, interest may be charged at 4% above the base rate of Bank of England until the outstanding sum (including interest) is paid in full.
- 3.6 Any discount, rebate or commission We agree with you must be confirmed in writing (and signed by both parties) but will not apply where Charges are outstanding. You are responsible for advising your Customer of this arrangement as required by the regulations of Solicitor's Regulatory Authority or Council of Licensed Conveyancers or Chartered Institute of Legal Executives i .
- 3.7 You are responsible for managing all aspects of compliance as required by the Solicitor's Regulatory Authority or Council of Licensed Conveyancers or Chartered Institute of Legal Executives including but not limited to the Insurance Distribution Directive requirements in respect of the purchase of any Insurance Product from Us. If You manage a panel you should follow the National Trading Standards Estate Agency Team's guidance on transparency of referral fees and any subsequent regulations that come into force to ensure compliance with the Consumer Protection from Unfair Trading Regulations 2008.

4. Cancellation of Services / Refunds

These provisions 4.1 to 4.3 apply to You as a Consumer

- 4.1 If You are a Consumer, you have a legal right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, to cancel the whole Contract. Your right to cancel the Contract starts on the date the Contract is formed (see clause 1.1) and ends after fourteen working days. If you cancel the Contract within this period, and the exceptions set out in clause 4.2 do not apply, then You will receive a full refund of Charges paid by You. The refund will be processed as soon as possible, and in any case within 30 days of the day on which You gave Us notice of cancellation. You will not be liable for any further payment to Us in respect of the Contract.
- 4.2 This cancellation right does not apply where;
 - 4.2.1 goods are commissioned to Your specifications or by reason of their nature cannot be returned (i.e. the products are based on a specific Property); or
 - 4.2.2 where We have started work on the Services with Your agreement (given in clause 2.5).

- 4.3 To cancel the Contract You must email askus@indexpi.co.uk without delay but You should be aware that clause 4.2 is likely to apply.

Where You are a Consumer or Business

- 4.4 INSURANCE PRODUCTS: Insurance Product may be cancelled within 14 days of the Contract start date. Please see the policy for more information.
- 4.5 Following cancellation of the Contract (save for cancellation in accordance with clause 4.1) You will remain liable for any costs, expenses and disbursements incurred by Us prior to receiving written notice of cancellation. Such costs, expenses and disbursements shall be invoiced and payable in accordance with clause 3.

Where You are a Business.

- 4.6 Any refund, discount or commission We give is at Our sole discretion.
- 4.7 Any request to cancel a Contract in whole or in part is subject to refusal at Our discretion. Any request for cancellation you make (and we accept) of a component of a Search Pack will not entitle You to a refund in respect of the cancelled component and You will remain liable for the full Charge of the Search Pack. This is because a Search Pack Charge is calculated using discounts and / volumes on the components when purchased in this way.

5. Warranties and liability limits



- 5.1 Save as expressly provided in this clause 5 We exclude all other representations, warranties or conditions of any kind, either express or implied to the fullest extent permitted by law.
- 5.2 We warrant We will provide the Services with reasonable care and skill and in accordance with the Code.
- 5.3 We do not warrant or guarantee that access to the Ordering Platform will be uninterrupted or error free of free of viruses or other harmful components. We are not liable to You or a Customer for any liability, howsoever arising, resulting from use of the Operating Platform, any website linked to or integrated with the Operating Platform or for inaccuracies or typographical errors of Information on the Operating Platform.
- 5.4 Nothing in these Terms limits or excludes Our liability for any matter for which it is unlawful to exclude or limit liability.
- 5.5 Subject to clause 5.4 We are not liable to You or a Customer;
- 5.5.1 in respect of any liability (howsoever arising) due to errors in the information You supply to Us;
- 5.5.2 in respect of loss of profit (direct or indirect), indirect or consequential losses;
- 5.5.3 in respect of any liability arising from supply of Supplier Products included in the Services save where arising from Our negligence.
- 5.5.4 in respect of any liability arising from the supply of an Official Search save where arising from to Our negligence.
- 5.6 With reference to clause 5.5.3 We will provide reasonable assistance in respect of a claim relating to data or Information provided by a Supplier but the provisions of the Supplier Terms shall prevail; With reference to clause 5.5.4 an Official Search has the benefit of unlimited indemnity (where the Appropriate Body is a water undertaker) or statutory compensation (where the Appropriate Body is a local authority) and We will use reasonable endeavours to assist claim made in this way.
- 5.7 Subject to Clause 5.4 and 5.5 where We are have caused an error in a Report and this is notify Us before contracts are exchanged on the relevant Property or We consider that You were aware of the error in the Report before such exchange the sole remedy, and the extent of Our liability, will be satisfied by provision of a replacement Report free of charge. and We shall have no further liability to You / the Customer even if the supply of the replacement Report may cause delay or abortive transaction or the contracts are exchanged prior to Our supply of the replacement Report.
- 5.8 Subject always to the above and the special limit set out in clause 5.9.1 Our liability to You / the Customer whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed, in aggregate £10 million per claim or series of related claims.
- 5.9 **Regulated Searches - Adverse Entries.** In respect of each Regulated Local Authority Search and Commercial Regulated Water and Drainage Search the Insured has the benefit of a SRIP which is appended to each report. The SRIP provides cover in respect of an Adverse Entry to the level; of (a) £2 million for a Regulated Local Authority Search and (b) £1 million for a Regulated Commercial Water and Drainage Search.
- 5.9.1 In respect of a Residential Regulated Water and Drainage Search Our liability to Customer in respect of an Adverse Entry, shall in no circumstances exceed £1 million.
- 5.10 You agree to indemnify Us in respect of any liability arising from any claim, allegation or proceedings brought by You, a Customer or any other third party that these Terms (and Supplier Terms or SRIP (as applicable) do not apply to the Services or as arising from any claim, allegations or proceedings brought against Us by a transferee contrary to clause 2.3.
- 5.11 We do not accept any liability to any third party except as set out in these Terms.

6. Intellectual Property Rights

- 6.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either Us or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.
- 6.2 You agree that You will procure that Your Customer on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with Us change, amend, remove, alter or modify any trademark or proprietary marking on any search provided. You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this clause 6.

7. Data Protection

- 7.1 You are responsible for obtaining the information required to place an Order from Your Customer and for processing and collecting personal data so included in accordance with Data Protection Laws. We acknowledge that You are the data controller.
- 7.2 We will process any personal data You provide to Us as a data processor; please see the data processing notice incorporated in the Privacy Notice.
- 7.3 We will process data concerning You and your employees in accordance with the Privacy Notice.
- 7.4 IF YOU ARE A CONSUMER: In placing an Order You will provide Us with certain information and some of this is personal data; For example We will require details of the Property address, contact data and financial data. We process this information for contractual purpose to provide the Services including the processing of a payment. In the event of a claim against Us, where we assist with a claim against a Supplier



or under the SRIP We may gather further details from You and will share this with the relevant insurance provider to process Your Claim. We may also disclose Your information to companies within Our group of companies for administrative purposes or to comply with a legal obligation. Once the Order has been completed We will keep details of the transaction for 7 years for reporting purposes but We also keep copies of Regulated Searches for 20 years. This is because claims may only be known when a Property is re-sold and this period of time is the average period of home ownership. You have certain rights under the Applicable Data Protection Laws. Some of these rights are complex and you should read the guidance from the Information Commissioner (www.ico.org.uk) for a full explanation of these rights. You may exercise any right in respect of our processing of your personal data by written notice to Us.

Where We contact You at the request of your acting solicitor to arrange for payment of Services ordered on your behalf We will provide You with further information concerning privacy. At all times these Terms apply to the supply of such Services.

8. General

- 8.1 You shall make any complaint regarding the Services in accordance with the complaints policy at the end of these Terms.
- 8.2 You shall not be entitled to assign the Contract or any part of it without Our prior written consent.
- 8.3 We may assign the Contract or any part of it to any person, firm or company provided that such assignment shall not materially affect Your rights under the Contract.
- 8.4 The parties to these Terms do not intend that any term shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.
- 8.5 Failure or delay by Us in enforcing or partially enforcing any provision of the Terms will not be construed as a waiver of any of Our rights under the Contract.
- 8.6 Any waiver by Us of any breach of, or any default under, any provision of the Terms by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms herein.
- 8.7 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.
- 8.8 Unless otherwise stated in these Terms, all notices from You to Us or vice versa must be in writing and sent to Our registered office address or Your address as stipulated in the Order.
- 8.9 We reserve the right without notice or liability to You, to defer the date of performance (by a period equivalent to the period during which the Services could not be performed) or to cancel the provision of the Services or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control provided that, if the event in question continues for a continuous period in excess of 60 days, You shall be entitled to give notice in writing to us to terminate the Order.
- 8.10 These Terms and each Contract shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales. However, if You are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland you may also bring proceedings in Scotland.

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Important Consumer Protection Information

The Property Codes Compliance Board (“PCCB”) independently monitors how registered search firms maintain compliance with the Code.

The Code:

- Provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- Sets out minimum standards which firms compiling and selling search reports have to meet
- Promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- Enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving You this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for You.

The Code's core principles - Firms which subscribe to the Search Code will:

- Display the Search Code logo prominently on their search reports.
- Act with integrity and carry out work with due skill, care and diligence.
- At all times maintain adequate and appropriate insurance to protect consumers.
- Conduct business in an honest, fair and professional manner.
- Handle complaints speedily and fairly.
- Ensure that products and services comply with industry registration rules and standards and relevant laws. Monitor their compliance with the Code.

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm’s final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

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
E-mail: 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

The Group complaints procedure is as follows:

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 ukcomplaints@dyedurham.com.

If you are not satisfied with our final response, or we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk.

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



REGULATED LOCAL SEARCH INDEMNITY BLOCK POLICY LOCAL AUTHORITY ERRORS AND OMISSIONS

(RESIDENTIAL AND COMMERCIAL)

To the Policyholder/Intermediary

A copy of this document must be provided to the insured (including any lender which are insured by the Policy) before conclusion of the insurance contract.

If you are a solicitor, you should provide a copy of this document to your client and/or their lender and/or the purchaser's solicitors for the benefit of their client and/or their lender prior to the conclusion of the insurance contract. We assume that you are authorised by the FCA and PRA or otherwise licensed (where applicable) to provide insurance mediation activities.

If you are a broker, you should disclose this document in accordance with the FCA/PRA rules.

To the Insured

This document provides a summary of the cover provided under the Policy purchased. It does not contain the full terms and conditions of the Policy and you should therefore read this summary in conjunction with the full Policy wording which is available upon request from Property and Land Information Ltd (INDEX) to ensure you are fully aware of the terms and conditions of the cover provided.

The Underwriter of this Policy is:-Stewart Title Limited ('ST') of 6 Henrietta Street, 3rd Floor, Covent Garden, London WC2E 8PS ('ST's address').

The Policyholder is:-Index Property Information, Courtyard House, The Square, Lightwater, Surrey, GU18 5SS ('Index') (including all franchisees of Index)

Summary of insurance and cover provided by this Policy.

If you are a Buyer (as defined by the Policy) who has requested or has been provided with a personal local search provided by INDEX ('the Search') or if you are a lender to the Buyer or are lending in a remortgage this is an indemnity policy relating to the Search. Cover applies where you suffer a loss covered by the policy and described later in this document because you have relied upon information given in a search carried out by Index but that information is actually incorrect due to an error or omission on the part of the Local Authority providing the information to Index AND you claim arises at a time when Index is no longer a trading entity and so has no Professional indemnity cover to cover your claim. For the avoidance of doubt you cannot make any claim under this policy whilst Index is a trading entity and/or holds any Professional Indemnity Insurance for its or the Local Authority's errors whether or not that insurance policy meets your claim or not

The losses covered by the policy are as follows:-If you are a Buyer cover is for the difference in market value of the Property with and without the adverse entry(this term is as defined in the policy) as at the date of the Search, or any damages or costs you incur in altering or demolishing the property or any part of it because of enforcement action or threat thereof by the local planning authority, and/or any other costs incurred to mitigate the effect of the adverse entry. If you are a Lender the cover is for the Deficit you suffer as a result of the adverse entry. The Maximum Liability is the lesser of the purchase price in the case of a purchase or the mortgage advance in the case of a remortgage scenario, or £2million.

Key features or benefits under this Policy. This is an indemnity insurance policy the purpose of which is to protect you so that you are reimbursed with the financial loss referred to herein which you incur. Subject to the terms and conditions of the Policy the cover seeks to put you back in the same position you were in prior to the claim. There is a Maximum Liability which we will pay and this is explained in the Policy.

Key Conditions and Exclusions.

Key conditions:-

- You must notify us immediately of any adverse entry which comes to your attention and co-operate fully with all reasonable requests by us for information and documentation and shall, at our expense, take any action required by ST to mitigate any loss or potential loss arising as a result of the adverse entry.
- If you knowingly make a claim which is false or fraudulent in any respect the cover provided under this Policy shall become void with immediate effect.
- Any act or omission by you, which in whole or part induces a claim under this Policy, will prejudice your position and could void the Policy.
- You or your advisors should not take any steps to compromise or settle a claim without ST's prior written consent.
- It is a condition precedent to any liability on ST that the Insured and the Policyholder have observed the conditions and warranties of the Policy.

Key exclusions; you are not insured:-

- for any adverse entry known to you or your advisors at the date of cover or where you know the answer given is incorrect or
- For any losses covered by a household buildings insurance policy where, had the question been answered at the date of the search, there would have been no adverse entry.
- For any loss which is insured by any other policy of insurance whether or not that policy meets your claim
- For any claim made whilst Index is a trading entity

A full list of Conditions and Exclusions is contained in the Policy.

What is the Policy term?

There is no fixed term –the Policy continues until you are no longer the owner or when the mortgage is redeemed.

Updating the cover. ST can consider requests to increase or extend cover. ST will not however provide advice thereon or recommend how you should proceed. You will need to make your own decisions about how to proceed and we recommend that you seek advice from your advisor and/or the Policyholder.

Rights of cancellation.

You have a right to cancel the contract within 14 days of its commencement or receipt of the Policy whichever is later. Where performance of the contract has commenced at your request before expiry of the cancellation period we may require you to pay for the cover actually provided in connection with the Policy. The amount will be in proportion to the extent of the cover already provided to you in comparison with the full coverage of the contract.

Claims under this Policy.

If you wish to notify a claim under this Policy, please contact us in writing immediately you become aware of the claim with as much detail as is available for the attention of the Company Solicitor at ST's address.

What if you have a complaint?

If you wish to register a complaint, please contact us by writing to 'The Company Solicitor' at ST's address or, if you are not satisfied with the response, to the Financial Ombudsman Service whose current address is in the Policy.

The Financial Services Compensation Scheme (FSCS) We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS currently contactable at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Short form pre-contract enquiries for bare land



Conditions

This document may be used free of charge subject to the Conditions set out in Practice note, Conditions for use of agriculture and rural land standard enquiries.

Particulars

Seller: Mr and Mrs Sharratt

Buyer:

Property: Land at The Barn, Downton on the Rock

Transaction: Sale

Seller's solicitors: Denney King

Buyer's solicitors:

Date:

Interpretation

1. In interpreting these enquiries, the terms set out in the Particulars have the meanings given to them in the Particulars and the following interpretation also applies:

- **Buyer:** includes tenant and prospective tenant.
- **Conduits:** means the pipes, wires and cables through which utilities and other services are carried.
- **Property:** includes any part of it [and all buildings and other structures on it.]

- **Rights:** means any covenants, agreements, rights, restrictions, or informal arrangements of any kind (including any which are in the course of being acquired).
- **Seller:** includes landlord and prospective landlord.

2. The replies to the enquiries will be given by the Seller and addressed to the Buyer. Unless otherwise agreed in writing, only the Buyer and those acting for it may rely on them.

- References in these enquiries to "**you**" mean the Seller and to "**we**" and "**us**" mean the Buyer.
- In replies to the enquiries, references to "**you**" will be taken to mean the Buyer and to "**we**" and "**us**" will be taken to mean the Seller.

3. The replies are given without liability on the part of the Seller's solicitors, its members or employees.

4. The Buyer acknowledges that even though the Seller will be giving replies to the enquiries, the Buyer should still inspect the Property, have the Property surveyed, investigate title and make all appropriate searches and enquiries of third parties.

5. In replying to each of these enquiries and any supplemental enquiries, the Seller acknowledges that it is required to provide the Buyer with copies of all documents and correspondence and to supply all details relevant to the replies, whether or not specifically requested to do so.

6. The Seller confirms that pending exchange of contracts or, where there is no prior contract, pending completion of the Transaction, it will notify the Buyer on becoming aware of anything which may

cause any reply that it has given to these or any supplemental enquiries to be incorrect.

1. Boundaries and extent

In this enquiry, "**Boundary Features**" means all walls, fences, ditches, hedges or other features that form the physical boundary of the Property.

- 1.1 Are you aware of any discrepancies between the boundaries referred to in the title deeds and the Boundary Features? NO
- 1.2 Have any alterations been made to the position of any Boundary Features during your ownership or, to your knowledge, earlier? THE EXTENT OF THE FIELD WAS CUT BACK SOME YEARS AGO TO INCREASE THE ACREAGE OF THE BARN PROPERTY
- 1.3 In relation to each of the Boundary Features:
- (a) Which of them have you maintained or regarded as your responsibility? BOUNDARIES HAVE BEEN MAINTAINED AS PART OF ANNUAL LETTING ARRANGEMENT
 - (b) Are any boundaries shared or maintained? LAND TO THE EAST IS SHARED
- 1.4 [Does any part of the Property lie beneath or above adjoining premises, roads or footpaths?] PUBLIC ROAD TO WEST AND SOUTH
- 1.5 Are there any adjoining or nearby premises or land which you use or occupy in connection with the Property? YES _ THE BARN PROPERTY TO THE NORTH

2. Rights benefiting the Property

NOTE: For the avoidance of doubt, Rights include, but are not limited to, sporting rights, manorial rights,

commons rights, rights of light and rights in respect of mines and minerals, including rights of ownership and rights to work minerals.

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| 2.1 | What Rights does the Property benefit from, other than those which are apparent from the copy documents supplied? | SEE PARTICULARS |
| 2.2 | Please confirm that all terms and conditions relating to the exercise of any Rights which benefit the Property have been complied with. | YES |
| 2.3 | Please give details of the maintenance (including costs) of any land, Conduits or equipment used in connection with any Rights. | NA |
| 2.4 | Please give details of any interference with any Rights, whether past, current or threatened. | NA |
| 2.5 | Have you (or, to your knowledge, has any predecessor in title) registered any notices, cautions against first registration or other entries against any other titles at the Land Registry in relation to any Rights which benefit the Property? | NO |
| 2.6 | What are the pedestrian and vehicular access routes to and from the Property? | A GATE AT SOUTH WEST CORNER |
| 2.7 | Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights benefitting the Property? | NO |
| 3. | Adverse Rights affecting the Property | |

NOTE: For the avoidance of doubt, Adverse Rights include, but are not

limited to, sporting rights, manorial rights, rights in respect of chancel repair, commons rights and rights in respect of mines and minerals, including rights of ownership and rights to work minerals.

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| 3.1 | What Rights is the Property subject to, other than those which are apparent from the copy documents supplied? | THE TITLE AND SEARCHES REFER TO DOCUMENTS WHICH CONTAIN MATTERS WHICH AFFECT THE PROPERTY, COPIES OF WHICH OR DETAILS OF WHICH WERE NOT DISCLOSED ON FIRST REGISTRATION OR OTHERWISE - DRAFT TITLE INDEMNITY POLICY IN TENDER PACK |
| 3.2 | To what extent have the Rights been exercised and by who? | |
| 3.3 | Please confirm that all terms and conditions relating to the exercise of any Rights to which the Property is subject have been complied with. | YES |
| 3.4 | Are there any overriding interests to which the Property is subject? | NO |
| 3.5 | Does the Property, or any property over which Rights are enjoyed, include any land that is currently used or has in the past ten years been used by members of the public for recreational purposes, whether with or without your permission? | NO |
| 3.6 | Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights to which the Property is subject? | NO |
| 3.7 | Have you suffered any nuisance or damage as a result of the exercise of any Adverse Right? | NO |
| 3.8 | Are there any telecommunications or electrical apparatus on the Property, including any electricity substations or telecommunications masts? If so, please supply copies of any relevant documentation. | NO |

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| 3.9 | Are there any renewable energy installations on the Property (for example, wind turbines, solar panels, biomass boilers or anaerobic digesters)? | NO |
| 3.10 | Has anyone obtained or been refused insurance cover in respect of any defect in title to the Property, including any restrictive covenant or any lost title deed? | NO |
| 3.11 | Have any statements or declarations been made under section 31(6) of the Highways Act 1980 in relation to rights over the Property? If so, please state the date on which any statement or declaration was deposited and provide copies of any statements and declarations. | NO |

4. Physical condition

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| 4.1 | Is the Property now, or has it ever been, affected by any of the following? : | |
| | (a) subsidence, settlement, landslip or heave; | NO |
| | (b) defective Conduits, fixtures, plant or equipment; | NO |
| | (c) any contamination or other infection; | NO |
| | (d) any invasive plants listed in Part II of Schedule 9 to of the Wildlife and Countryside Act 1981, including without limitation Japanese knotweed (<i>Fallopia japonica</i>); | NO |
| | (e) any other infestation or pest; or injurious weeds, including without limitation | NO |

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| | <p>wireworm, potato cyst nematode, rhizomania, blackgrass or any other persistent weed;</p> <p>(f) flooding or drainage defect.</p> | <p>THE RIVER HAS BEEN KNOWN TO OVERFLOW ITS BANKS</p> |
| 4.2 | <p>Has asbestos, or any other substance known or suspected to be unsuitable for its purpose, unstable or hazardous, been used in, or removed from, the Property?</p> | <p>NO</p> |
| 4.3 | <p>Please supply copies of any subsisting guarantees, warranties and/or insurance policies relating to [any buildings erected on, or] major alterations or engineering works carried out at, the Property within the last 12 years.</p> | <p>NA</p> |
| 4.4 | <p>Please confirm that all Conduits, [fixtures, plant or equipment] in or serving the Property have been regularly tested and maintained and that all recommended work has been carried out.</p> | <p>NA</p> |
| 4.5 | <p>Please provide a plan showing the location of any land drains, cess pools, septic tanks, sewage treatment plants, overflows, soakaways and outfalls and the routes of any linking pipes.</p> | <p>NA</p> |
| 4.6 | <p>Please identify any major engineering works.</p> | <p>NA</p> |
| 4.7 | <p>Has there been any unauthorised waste dumping, fly tipping, burial of animal carcasses, fly grazing or vandalism on the Property or theft from the Property [in the last ten years]?</p> | <p>NO</p> |
| 4.8 | <p>[Does the boundary of the Property immediately adjoin a highway</p> | <p>YES</p> |

maintainable at public expense at, and for the full width of, each point of access?]

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| 4.9 | Are there any barriers to access to the Property that are controlled by a third party? If so, please give details. | NO |
| 4.10 | If any access from the Property to a public highway is shared with any third party, please give details of the frequency of use of the access by other vehicles. | OWNER OF ADJACENT FIELD TO EAST |
| 4.11 | If the Property has been affected by flooding, then in addition to any details already provided in reply to enquiry 4.1(f), please provide details of the source of the flood, the year (or years) in which it occurred, and whether the flooding is seasonal. | THE RIVER HAS FLOODED THE LOWER PART OF THE FIELD TWICE IN THE PAST 20 YEARS |
| 4.12 | Are there any pipelines, cables, wires, drains, ditches, under or over ground storage tanks not apparent on physical inspection that could interfere with normal farming operations? | NO |
| 4.13 | Has there been any filling of former excavations or voids on the Property, such as gravel pits, mines or quarries? | NO |
| 4.14 | [Is the Property certified as organic under any organic certification programme? If so, please provide a copy of the current certificate, identify on a plan the organic areas and give details of the farming activities.] | NO |
| 4.15 | Has the owner or occupier of any neighbouring premises ever | NO |

requested or been allowed or been refused access to the Property to carry out repairs, alterations or other works to any neighbouring premises or the Conduits serving them? If so, please give details, including copies of any access orders granted under the Access to Neighbouring Land Act 1992.

5. Fixtures

NOTE: For the avoidance of doubt, fixtures include, but are not limited to trees, shrubs, produce, sheds, garden ornaments, gates, water troughs, cattle grids and other items of equipment.

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| 5.1 | [Please list any items which are currently attached to the structure of the Property in some way (for example, wired, plumbed or bolted) and which you propose removing from the Property prior to completion of the Transaction.] | NA |
| 5.2 | [Please confirm that you will make good before completion any damage caused by the removal of any fixtures and fittings.] | NA |
| 5.3 | [Other than those belonging to an occupational tenant, please confirm that you own all fixtures and fittings that will remain on the Property, free from third party rights.] | YES |
| 5.4 | [Where there is an existing tenant who will be leaving by completion, please list items that are a tenant's fixtures and will be removed.] | NO |

6. Utilities and services

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| 6.1 | Please list the services available at the Property and confirm which (if | NA |
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| | any) are connected to the mains, copies or recent bills, and if applicable provide plan of the location of any water meters. | |
| 6.2 | Do any parts of the services pass over, under or through any land which is not part of the Property? | NA |
| 6.3 | If so, please give details of the route and easement, grant, exception reservation, wayleave, licence or consent. | NA |
| 6.4 | Please provide copies of the most recent bills for the services referred to at enquiry 6.1 and the location of any water or electricity meters serving the Property. | NA |
| 6.5 | Please provide copies of any consent or licence relating to any drainage used in respect of the Property or the activities carried on there. | NA |
| 6.6 | Please provide copies of any licence to abstract water? If applicable how much water is actually abstracted during any one year? Please supply the average amount of water abstracted for each of the last 5 years? | PLEASE REFER TO THE SEARCH RESULTS IN THE TENDER PACK |
| 6.7 | Please provide a plan of any water system that affects the Property. | NA |
| 7. | Planning and building regulations | |
| 7.1 | Are you aware of any breach of planning law in relation to the construction, use or occupation of the Property? | NA |
| 7.2 | [Is any building or structure on the Property listed under planning law?] | NA |

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| 7.3 | What works have been carried out at the Property during the last four years? | NON |
| 7.4 | What changes of use have taken place at the Property during the last ten years? | NON |
| 7.5 | What is the existing use of the Property and how is it authorised under planning legislation? | GRAZING |
| 7.6 | [Where you or your solicitor have them, please supply copies of all planning documents and all building regulations consents relating to the Property.] | NA |
| 7.7 | Have you made an application for planning permission which has not yet been determined by the local authority or are there any other planning proceedings currently taking place in relation to the Property? | NO |
| 7.8 | What information do you have about any proposals for the development of any adjoining or neighbouring property? | NA |
| 7.9 | [Are you aware of any existing or future Community Infrastructure Levy liability relating to the Property?] | NO |
| 8. | Statutory agreements and infrastructure | |
| 8.1 | Are you aware of any outstanding obligations relating to the construction or adoption of the highway, Conduits or any other infrastructure that supplies the Property? | NO |

| | | |
|--|--|----|
| 8.2 | Are you required to enter into any agreement or obligation with any planning, highway or other public authority or utilities provider? | NO |
| 8.3 | Are you aware of anything affecting the Property that is capable of being registered on the Local Land Charges Register but is not so registered? | NO |
| 9. Statutory and other requirements | | |
| 9.1 | Are you aware of any breach of statutory requirements that relate to the Property or its use or occupation? | NO |
| 9.2 | Are you aware of any breach of, alleged breach of, or any claim under any statutory requirements or byelaws affecting the Property, its current use, the storage of any substance in it or the use of any fixtures, machinery or chattels in it? | NO |
| 9.3 | Please supply details of any grant made or claimed in respect of the Property, including circumstances in which it may have to be repaid. | NA |
| 10. Environmental | | |
| 10.1 | Where you or your solicitor have them, please supply copies of all environmental and flood risk reports that have been prepared in relation to the Property. | NA |
| 10.2 | Please supply a copy of all statutory authorisations under all environmental law for the current uses of the Property (if applicable). | NA |
| 10.3 | Are there, or have there ever been, any above or below ground bulk storage tanks at the Property? If so, | NO |

please confirm the contents and age of those tanks (or estimate the age as accurately as possible).

10.4 Please confirm that you are not aware of any breach of any environmental law relating to the past or present use or occupation of the Property or for substances in, on, at or under the Property.

CONFIRM

10.5 Please confirm that you are not aware of any environmental incidents including the leaking or discharging of any substances at the Property or on or at any nearby properties.

CONFIRM

10.6 Has the property or has the property had any plant or animal health issues within the last 5 years? If so, are there any outstanding notices against the property in respect of any one of these issues including TB? Is the Property within a badger-controlled area?

NO

11. Occupiers

For the avoidance of doubt, occupiers means but is not limited to family-controlled farming partnerships or companies, beneficiaries under a trust, contract farming arrangements or employees.

11.1 Does anyone apart from you have any right to use or occupy the Property?

NON OTHER THAN ACCESS TO ADJACENT FIELD TO THE EAST

11.2 If the Property is vacant, when and why did it become vacant?

GRAZING TENANT TO THE END OF SEPTEMBER 2022

12. Notices

Please supply a copy of any notices affecting the Property that you or your predecessors or any tenant or occupier have given or received, and confirm that those notices have been complied with.

NA

13. Disputes

13.1 Please provide details of any outstanding complaints or past, current or likely disputes affecting the Property, or its use and occupation.

NON

13.2 Are you aware of any noise, odour, dust or spray drift or other matter arising from neighbouring land but noticeable on or in the Property?

NO

13.3 Have there ever been or are there currently any incidents of unauthorised occupation or trespassing on the Property by a third party? If so, please give details.

NO

14. Farm payments, land management and capital grant schemes

14.1 Is the Property entered into any farm payment or other environmental land management scheme or capital grant scheme, such as the Basic Payment Scheme, or any other replacement scheme delivering public money for public goods?

GRAZING TENANT - DOWNTON ESTATE - MAY HAVE

14.2 If the answer to clause 14.1 is "yes", please:

- (a) Confirm that all terms of the scheme, including any cross compliance or

replacement general standards of land management, have been complied with.

- (b) Confirm that no conditions are outstanding that may require the repayment of the funds payable under the scheme.
 - (c) Confirm that there are no outstanding inspections, penalties or disputes relating to the scheme
 - (d) On a plan, specify the areas affected including identifying any areas required to be kept as permanent grassland or other environmental specific area.
 - (e) Supply copies of all relevant correspondence including but without limitation to applications, forms, correspondence, statements and payment schedules, or maps.
- 14.3 Is the Property entered into any woodland grant scheme? If so, please confirm that all the terms and conditions of that scheme have been complied with including but without limitation to all felling licences?

15. Sporting rights

- 15.1 Please confirm that all fishing and sporting rights are in hand and are included in the sale of the Property. If not in hand, please supply copies of any written agreements or a summary of any oral agreements?

SEE PARTICULARS - FISHING RIGHTS ARE NOT INCLUDED

- 15.2 [If a boundary is a stream, please confirm that the fishing rights are included in the sale of the Property.] FISHING RIGHTS ARE EXCLUDED
- 16. Insurance**
- 16.1 Have you ever experienced any difficulty in obtaining insurance cover for the Property including cover for public liability, at normal rates and subject to normal exclusions? NO
- 16.2 Please give details of any outstanding insurance claims in relation to the Property. NON
- 16.3 [If the buildings insurance policy is to remain in place after exchange of contracts, please supply a copy of the policy and schedule of insurance cover.] NA
- 17. SDLT**
- 17.1 Did you make any application to defer the payment of SDLT, or land transaction tax (LTT) on your acquisition of the property? NO
- 18. VAT**
- 18.1 Have you (or a relevant associate within the meaning of paragraph 3 of Schedule 10 to the Value Added Tax Act 1994 (VATA 1994) or a relevant group member for the purposes of paragraph 21 of Schedule 10 to the VATA 1994) made a valid option to tax (under paragraph 2 or 21 of Schedule 10 to the VATA 1994) for the purpose of VAT in respect of the Property, or is the sale otherwise subject to VAT? THE SELLER IS NOT VAT REGISTERED AND THE SALE IS NOT SUBJECT TO VAT

18.2 Please confirm that you, a relevant associate (within the meaning of paragraph 3 of Schedule 10 to the VATA 1994) and/or a relevant group member (within the meaning of paragraph 21 of Schedule 10 to the VATA 1994) will not make an option to tax (under paragraph 2 or 21 of Schedule 10 to the VATA 1994) in relation to the Property before Completion? [Note If any deposit is to be paid as agent (rather than stakeholder), this date needs to be the date of exchange of contracts].

19. [Capital Allowances

19.1 Have you claimed capital allowances on plant or machinery fixtures or allocated any expenditure on such fixtures to a capital allowances pool?]

NO

Conditions of Tender of 7.97 acres or thereabouts of Land at
the North side of the road leading from Adforton to Birrington,
Downton on the Rock, Ludlow, SY8 2HU

denney king

PARTICULARS OF SALE

The property to be sold comprises 7.97 acres or thereabouts of Land at the North side of the road leading from Adforton to Birrington, Downton on the Rock, Ludlow, SY8 2HU which comprises that part of the land registered at HM Land Registry with absolute title under title number HW183821 shown edged red on the attached plan.

CONDITIONS OF TENDER

1 **Seller's Solicitors**

1.1 The Seller's solicitors are Denney King, Unit 1 Basepoint Business Centre, Crab Apple Way, Vale Business Park, Evesham, Worcestershire, WR11 1GP (the **Seller's Solicitors**).

1.2 Enquiries relating to the tender should be addressed to Sarah Denney-Richards of Unit 1 Basepoint Business Centre, Crab Apple Way, Vale Business Park, Evesham, Worcestershire, WR11 1GP whose reference is RM/192.

2 **Seller's Agents**

2.1 The Seller's agents are John Amos and Co LTD, 5 Flexspace, Leominster, Enterprise Park, Brunel Road, Leominster, HR6 0LX (the **Seller's Agent**).

2.2 Enquiries relating to the tender should be addressed to Hannah Morgan of 5 Flexspace, Leominster, Enterprise Park, Brunel Road, Leominster, HR6 0LX.

3 **Definitions and interpretation**

3.1 **Definitions**

In these Conditions of Tender and in the annexed Special Conditions:

| | |
|-----------------------------|--|
| Buyer | means the Tenderer whose Tender is accepted in the manner referred to in condition 9.1 (if any); |
| Buyer's Solicitors | means the person or firm named in the Tender Form submitted by the Buyer (if any) as the person or firm to whom the evidence of title should be sent in the event of the Tender being successful or any other firm of solicitors appointed by the Buyer and which the Buyer notifies the Seller of (in writing); |
| Competent Authority | means any local authority, highway authority or other authority or body exercising powers under statute or by royal charter or any utility service or supply company or body; |
| Completion Date | means the date on which legal completion takes place; |
| Letter of Acceptance | means the letter annexed to the Tender Form dispatched to the Buyer (if any) by the Seller's Agents notifying him of the Seller's acceptance of his Tender; |
| Notification Date | means 29 th September 2022; |
| Property | means the freehold land (more particularly described in the annexed particulars of sale and the Special |

Conditions briefly known as Land at the North side of the road leading from Adforton to Birrington, Downton on the Rock, Ludlow, SY8 2HU;

| | |
|---------------------------|---|
| Seller | means Ian Sharratt and Janey Elizabeth Sharratt of 218 Camberwell, New Road, London, SE5 0RR; |
| Special Conditions | means the form of special conditions annexed; |
| Tender | means an offer to purchase the Property made in accordance with these Conditions of Tender and the Special Conditions; |
| Tender Date | means 22 nd September 2022 (the date before 12 noon on which any Tender must be received at the Seller's Agents' offices); |
| Tender Form | means the tender form at the end of these Special Conditions; |
| Tenderer | means a person who submits a Tender for the Property. |

3.2 Interpretation

- 3.2.1 Words importing one gender are construed as importing any other gender.
- 3.2.2 Words importing the singular are construed as importing the plural and vice versa.
- 3.2.3 Words importing persons are construed as importing a corporate body and/or a partnership and vice versa.
- 3.2.4 Save where the context otherwise requires, all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly and severally.
- 3.2.5 The condition headings do not form part of these Conditions of Tender and shall not be taken into account in their construction or interpretation.
- 3.2.6 Unless otherwise stated, any reference to a numbered condition in these Conditions of Tender means the condition in these Conditions of Tender which is so numbered and any reference to a numbered clause or a paragraph or a schedule in the Special Conditions means a clause or paragraph or schedule in the Special Conditions which is so numbered.
- 3.2.7 In the case of any inconsistency between these Conditions of Tender and the Special Conditions, the Special Conditions shall prevail.
- 3.2.8 Where the words **includes**, **including** or **in particular** are used in these Conditions of Tender they are deemed to have the words **without limitation** following them.

4 Tender Form

Each Tenderer shall send his Tender on the Tender Form in duplicate completing all the required details and signing each of the Tender Forms and in particular each Tenderer shall supply:

- 4.1 where the Tenderer is an individual(s) his full name and address and if the Tender is jointly made with another or others, the full name and addresses of all persons making the Tender; or
- 4.2 where the Tenderer is a company, corporation, partnership or trust then:
 - 4.2.1 its full name, company number and its registered office or (if none) the address of its principal place of business or of the trustees of the trust in the United Kingdom, being the address for the company, corporation or partnership or trust to which all letters or notices required for the purposes of the Tender may be sent or delivered;
 - 4.2.2 if the Tender is made by a company, corporation, partnership or trust, the name and capacity of the authorised signatory signing the Tender on its behalf;
- 4.3 if the Tender is made by an agent:
 - 4.3.1 the full name and address of the principal as well as the agent; and
 - 4.3.2 a document signed by the principal authorising the agent to submit the Tender on behalf of the principal;
- 4.4 the amount of the Tender (in words and figures in the appropriate place in the Tender Form) which must be for a fixed sum in sterling and shall be exclusive of any VAT which may be properly chargeable and which shall be paid by the Buyer in addition to the fixed sum of the Tender;
- 4.5 the name and address of the Tenderer's solicitors; and
- 4.6 the date on which the offer is made.

5 Payment of deposit

- 5.1 Each Tender shall be accompanied by a cheque (all in sterling and made payable to the BRUTON KNOWLES LLP – CLIENTS CALL A.C) for 10% of the amount of the Tender, such sum being held by the Seller's Agent as stakeholder.
- 5.2 If the cheque or draft is not met upon presentation (whether or not re-presented) the Seller may disregard the Tender, or if he accepts the Tender, enforce payment of the cheque or draft by suing on it or otherwise.

6 Tender to be contained in sealed envelope

- 6.1 The completed Tender form together with one form of photographic identification (incl. address) and the rest of the attached brochure shall be placed intact together with the remittance specified in condition 5 in a sealed envelope marked 'Tender – Land Downton On The Rock, Ludlow, Shropshire', provided and dispatched to reach the Seller's Agents before noon on the Tender Date.

6.2 If sent by post the envelope should be sent by first class, pre-paid, registered post or recorded delivered service.

7 Seller's consideration of tenders

7.1 The Seller does not undertake to accept the highest or any Tender and reserves the right to withdraw the Property from sale at any time prior to the Completion Date.

7.2 The Seller may disregard any Tender marked 'subject to contract' or qualified in any similar way.

7.3 The Seller may disregard any Tender from undisclosed principals or any Tender in which the amount is indefinite or calculable only by reference to other Tenders or which otherwise fails to comply with these Conditions of Tender in any respect.

7.4 The Seller may disregard any outstanding requirements of or deficiency in the requirements of these Conditions of Tender without waiving the right to demand subsequent compliance with them.

7.5 No offer shall be assignable nor may be withdrawn after 12.00 noon on the Tender Date.

8 Opening of tender offers

8.1 The Seller may authorise the Seller's Agents to open any of the envelopes provided and returned to them prior to 12 noon on the Tender Date to ensure (so far as possible) that all these Conditions of Tender have been complied with.

8.2 In that event, the Seller shall irrevocably instruct the Seller's Agents not to disclose the identity of the Tenderer or the price tendered to the Seller or the Seller's Solicitors or to any third party prior to 12 noon on the Tender Date.

9 Notice of acceptance

9.1 The Buyer (if any) or his agent will be notified of the acceptance of his Tender by Letter of Acceptance sent to him by first class, recorded delivery post at the address for reply (for himself or his agent) inserted in the Tender Form in accordance with condition 4.

9.2 Such Letter of Acceptance annexed to a certified copy of the Tender Form shall evidence the contract and the date of the contract shall be the date of dispatch of the Letter of Acceptance and the signature on the Tender Form of the Seller OR the Seller's Agents on his behalf shall constitute his OR their signature to the whole of the contract and the signature on the Tender Form of the Buyer OR his authorised signatory OR his agent on his behalf shall constitute his OR their signature to the whole of the contract.

9.3 Any cheque or bankers draft or other form of payment accompanying the successful Tender or the proceeds of it will then be deemed to be released to the Seller as the deposit payable by the Buyer on the date of the contract on account of the purchase price of the Property PROVIDED THAT any cheque is met on presentation.

9.4 All cheques or bankers drafts or other forms of payment made by unsuccessful Tenderers or the proceeds of them will be returned to the unsuccessful Tenderers on or before the second working day following the Notification Date.

9.5 No interest will be paid on any cheque or banker's draft which may have been presented or the proceeds of it or on any other form of payment or on any other form of payment.

10 **Undertaking**

10.1 In consideration of the promise by the Seller contained in condition 10.2 each person who submits a Tender shall be deemed to accept these conditions and to have undertaken that his Tender is made in accordance with them and that his Tender will remain unvaried and open for acceptance until and will not be withdrawn before the second Working Day following the Notification Date.

10.2 In consideration of the undertaking referred to in condition 10.1 the Seller promises to pay 5p to each Tenderer (if demanded).

11 **Compliance with Conditions of Tender**

Acceptance of the successful Tender shall not waive (unless the Seller expressly in writing elects to do so) any outstanding requirements of or failure to comply with the requirements of these Conditions of Tender by the Buyer and the Buyer shall remain liable to comply with them.

12 **Confidentiality**

12.1 Subject to condition 12.2, neither party shall, without the prior consent of the other (not to be unreasonably withheld), knowingly permit the terms of this Tender to enter the public domain.

12.2 This does not prohibit:

12.2.1 any disclosures required by statute;

12.2.2 any disclosures required by a court or Competent Authority;

12.2.3 any disclosures required by a recognised stock exchange; and

12.2.4 disclosures to a party's professional advisers or bankers on a confidential basis.

13 **Notices**

13.1 Unless otherwise specified in these conditions, any notice given under this Tender shall be given in writing and may be sent by first class, registered post to the party, to be served at the party's address as notified in writing to the other from time to time or in the case of the Tenderer, the address stated in the Tender or to the solicitors named in the Tender.

13.2 Any such notice shall be deemed to have been served:

13.2.1 if delivered at the time of delivery;

13.2.2 If posted on the following working day after it shall have been posted; or

13.2.3 if sent by email on despatch provided that if such notice is delivered or transmitted by email after 5.00 pm on the day of despatch, service shall be deemed to take place on the next working day.

13.3 It shall be sufficient proof of service that (as the case may be) delivery was duly made or that the envelope containing such notice was properly addressed and posted as a prepaid, first class, registered letter.

Particulars and special conditions relating to the sale by formal tender of 7.97 acres or thereabouts of Land at the North side of the road leading from Adforton to Birrington, Downton on the Rock, Ludlow, SY8 2HU

denney king

PARTICULARS OF SALE

The property to be sold comprises 7.97 acres or thereabouts of Land at the North side of the road leading from Adforton to Birrington, Downton on the Rock, Ludlow, SY8 2HU which comprises that part of the land registered at HM Land Registry with absolute title under title number HW183821 shown edged red on the attached plan.

1 Definitions and interpretation

1.1 Definitions

In these Conditions:

| | |
|-----------------------------|---|
| Buyer's Solicitors | means the person or firm named in the Tender Form submitted by the Buyer as the person or firm to whom the evidence of title should be sent in the event of the Tender being successful; |
| Completion | means actual completion of the sale and purchase agreed in the contract for sale created pursuant to the annexed Conditions of Tender; |
| Completion Date | means the date which is 28 days from the date of the Letter of Acceptance defined in the Conditions of Tender; |
| Completion Money | means the Purchase Price less the Deposit (or any outstanding balance of it) as adjusted by all sums due between the parties at Completion; |
| Conditions | means these special conditions of sale as varied by any subsequent documentation; |
| Conditions of Tender | means the annexed conditions of tender; |
| Deposit | means the sum payable under condition 5.1 of the annexed Conditions of Tender which is exclusive of VAT at the standard rate; |
| Plan | means the plan attached to the annexed particulars of sale; |
| Property | means the freehold land (more particularly described in the annexed particulars of sale and the Conditions of Tender briefly known as Land at the North side of the road leading from Adforton to Birrington, Downton on the Rock, Ludlow, SY8 2HU; |
| Purchase Price | means the purchase price specified by the buyer in his Tender Form and also specified in the Letter of Acceptance; |
| Seller's Solicitors | means the person or firm so defined in condition 1.1 of the annexed Conditions of Tender; |
| Standard Conditions | means the Standard Commercial Property Conditions (3rd Edn–2018 Revision); |
| Transfer | means the transfer of the Property; |
| VAT | means an amount equal to the value added tax as charged in accordance with VATA or any equivalent or substituted tax; |
| VATA | means the Value Added Tax Act 1994 or any equivalent tax act; |

| | |
|--------------------|--|
| VAT invoice | means an invoice complying with the provisions of Part III of the VAT Regulations 1995; |
| Working Day | means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday. |

1.2 Interpretation

- 1.2.1 Where the context so admits the expressions the **Seller** and the **Buyer** includes their respective personal representative and the **Buyer** includes any permitted successors in title of the Buyer.
- 1.2.2 Words importing one gender are construed as importing any other gender.
- 1.2.3 Words importing the singular are construed as importing the plural and vice versa.
- 1.2.4 Words importing persons are construed as importing a corporate body and/or a partnership and vice versa.
- 1.2.5 Where any party comprises more than one person the obligations and liabilities of that party under these Conditions are joint and several obligations and liabilities of those persons.
- 1.2.6 The condition headings do not form part of these Conditions and shall not be taken into account in their construction or interpretation.
- 1.2.7 Any reference to a condition or paragraph is to one in these Conditions so numbered.
- 1.2.8 Words defined in the Conditions of Tender have the same meaning in these Conditions.

2 Incorporation of Conditions of Tender

- 2.1 The Conditions of Tender are incorporated in these Conditions as though repeated at length in these Conditions.
- 2.2 If there shall be any conflict between the Conditions of Tender and these Conditions these Conditions shall prevail.

3 Deposit

- 3.1 The Deposit shall be held by the Seller's Agent or Seller's Solicitors as stakeholders.
- 3.2 The [Law of Property Act 1925 Section 49\(2\)](#) shall not have effect.

4 Completion

- 4.1 Completion of the sale and purchase and payment of the Completion Money shall take place on the Completion Date on or before 1.00 pm at the offices of the Seller's Solicitors or where they

may reasonably direct.

4.2 If the Completion Money is received after 1.00 pm on the Completion Date or on a day which is not a Working Day, Completion shall be deemed for the purposes of the Standard Conditions to have taken place on the next Working Day after receipt.

5 Title guarantee

5.1 The Seller sells the Property with limited title guarantee.

6 Vacant possession

6.1 The Property is sold with vacant possession subject to any rights arising from the exercise of fishing rights reserved out of the title.

7 Title

7.1 The title to the Property is registered at the Land Registry with absolute title under the number HW183821 and shall consist of evidence of title referred to in Standard Condition 7.1 except charges or incumbrances, registered or protected on the register which are to be discharged or overridden at or before completion.

7.2 Title having been deduced prior to the date of the contract for sale, the Buyer accepts the Seller's title to the Property as at the 23 June 2022 at 12:32:09 of the official copies of the land register supplied by the Seller to the Buyer pursuant to condition 7.1 and shall be deemed to purchase with full knowledge of the title as at that 23 June 2022 at 12:32:09 and shall not raise any requisition or make any objection in relation to the title.

8 Incumbrances

8.1 The Property is sold subject to and (where appropriate) with the benefit of the matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 23 June 2022 at 12:32:09 under title number HW183821.

8.2 The Buyer or the Buyer's Solicitors having been supplied with copies of the documents referred to in condition 8.1, the Buyer shall be deemed to purchase with full notice and knowledge of the same and shall not raise any requisition or make any objection in relation to them.

8.3 On completion the Buyer shall pay to the Seller's Solicitors £100 and VAT for the Seller's Solicitors cost of engrossment and £930.20 for the cost of searches within the legal pack.

9 Matters affecting the Property

There will be added to Standard Condition 4.1.2 the following:

- 9.1 all local land charges, whether or not registered before the date of the contract for sale, and all matters capable of registration as local land charges, whether or not actually so registered;
- 9.2 all notices served and orders, demands, proposals or requirements made by any local, public or other competent authority, whether before or after the date of the contract for sale;
- 9.3 all actual or proposed charges, notices, orders, restrictions, agreements, conditions, contraventions or other matters arising under any statute;
- 9.4 all easements, quasi-easements, rights, exceptions or other similar matters including rights of way, drainage, water, watercourses, light rights of adjoining owners affecting the Property and liability to repair or covenants to repair roads, pavements, paths, ways, passages, sewers, drains, gutters, fences and other like matters, whether or not apparent on inspection or disclosed in any of the documents referred to in these Conditions, and without any obligation on the Seller to provide evidence of the creation of or to define or apportion any such liability;
- 9.5 matters disclosed or which would be disclosed by any searches or as a result of enquiries (formal or informal and made in person in writing or orally) made by or for the Buyer or which a prudent buyer ought to make; and
- 9.6 all matters which are unregistered interests which override registered dispositions under the [Land Registration Act 2002 Schedule 3](#).

10 Disclaimer

10.1 The Buyer admits that:

- 10.1.1 it has inspected the Property and purchases it with full knowledge of its actual state and condition and shall take the Property as it stands;
- 10.1.2 it enters into the contract for sale solely as a result of its own inspection and on the basis of the terms of these Conditions and not in reliance upon any advertisement, statement, representation or warranty, written or oral, or implied, made by or on behalf of the Seller except as stated in condition 10.2;
- 10.1.3 no warranty, statement or representation has been made or given to the Buyer that the Property can be used or developed in any particular way or for any particular purpose and the Seller shall not be liable to the Buyer if the Property cannot for any reason whatever be so used or developed.

10.2 The Buyer may only rely on factual representations and warranties made or given by the Seller's Solicitors to the Buyer's Solicitors in reply to written pre-contract enquiries and only in so far as such statements are not capable of independent verification by appropriate searches, enquiries, inspection or survey of the Property or by inspection of the documents and information supplied to the Buyer's Solicitors.

10.3 The replies referred to in condition 10.2 do not constitute a representation that the Seller has

made such investigation as could reasonably be expected to be made by or under the guidance of a prudent conveyancer.

10.4 The annexed particulars of sale, the Conditions of Tender, the Tender Form, the Letter of Acceptance and these Conditions together contain the entire agreement between the parties and incorporates all the terms agreed between them for the purposes of the [Law of Property \(Miscellaneous Provisions\) Act 1989 Section 2](#) and there are no other terms or provisions agreed prior to the date of the contract for sale which have not been incorporated into one or more of those documents.

11 Incorporation of conditions of sale and documents

11.1 The Standard Conditions shall apply to these Conditions and are incorporated in them in so far as they are applicable to a sale by private treaty and are not varied by or inconsistent with the terms of these Conditions.

11.2 If there is any conflict between the Standard Conditions (as amended) and the terms of these Conditions, the terms of these Conditions prevail.

12 Restriction on assignment

The contract for sale is personal to the Buyer and is not capable of being assigned, charged or mortgaged.

13 Merger on completion

The provisions of these Conditions shall not merge on completion of the Transfer so far as they remain to be performed.

14 VAT provisions

14.1 Each amount stated to be payable by the Buyer to the Seller or pursuant to this agreement is exclusive of VAT (if any) but the Seller warrants that they have not opted to waive the VAT exemption and will not do so between exchange and completion.

14.2 If VAT is chargeable on any supply made by the Seller under or pursuant to this agreement, the Buyer will pay the Seller an amount equal to that VAT as additional consideration on the date that the supply is made.

15 Jurisdiction and governing law

These Conditions shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

16 Contractual rights of third parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that [with the exception only of [specify provisions]] nothing in the contract for sale shall confer on any third party any right to enforce or any benefit of any term of the contract for sale.

17 Severance

17.1 While the terms and provisions of these Conditions are considered by the parties to be reasonable in all the circumstances, if any one or more should for any reason be held to extend beyond the limits permitted by the law governing the contract for sale, then such terms or provisions are to be varied with the minimum modifications necessary so as to make them valid and effective.

17.2 The invalidity, illegality or unenforceability of any term or provision of the contract for sale shall not affect or impair the continuation in force of the remainder of the contract for sale.

18 Confidentiality

18.1 Subject to condition 18.2, neither party shall without the prior consent of the other (not to be unreasonably withheld) knowingly permit the terms of the Tender to enter the public domain.

18.2 This does not prohibit:

18.2.1 any disclosures required by statute;

18.2.2 any disclosures required by a court or Competent Authority;

18.2.3 any disclosures required by a recognised stock exchange; or

18.2.4 disclosures to a party's professional advisers or bankers on a confidential basis.

FORM OF TENDER

This page is not to be detached from the attached particulars of sale and conditions of tender and special conditions of sale all of which must be returned intact

To: John Amos and Co Ltd, Unit 5 Flexspace, Leominster Enterprise Park, Brunel Road, Leominster, HR6 0LX

I/We

Of

or being a company registered in _____ whose registered number is _____ and

whose registered office is at _____ or

being a partnership or trust comprising (inter alia) the following persons: -

by this tender offer to purchase from the Seller:

The Property Firstly described in the Schedule to particulars of sale conditions of tender and special conditions of sale known as **Land at Downton on the Rocks**

at the price of Pounds (£)

subject to the annexed conditions of tender and on the terms of the annexed special conditions

Where no price has been tendered in any of the options above there no offer shall be deemed to have made for the Property described.

Save and except in this regard any offers made may be accepted independently.

Signed:

Dated:

Full name(s) of signatory:

Capacity of signatory:

on behalf of:

Enclosed are:

1 a cheque or banker's draft for 10% of the price offered

2 authority to make an offer if appropriate

3 Certified copies of Identification Documents for us (or in the case of a company those with significant control and any directors executing on the company's behalf)

Please note

1 In case of this tender being successful my/our solicitors to whom the title should be sent are:

Name:

Address:

Reference: Telephone number:

2 In case of this tender being successful my/our solicitors to whom the title should be sent are:

Name:

Address:

Reference: Telephone number

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

| | |
|--|---|
| | <p>1 Title number(s) out of which the property is transferred:</p> <p>HW183821</p> |
| | <p>2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:</p> <p>HE47576</p> |
| | <p>3 Property:</p> <p>Land on the North side of the road leading from Adforton to Birrington, Downton on the Rock</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p> |
| | <p>4 Date:</p> |
| | <p>5 Transferor:</p> <p>Ian Sharratt and Janey Elizabeth Sharratt</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas entities</u> (a) Territory of incorporation or formation:</p> <p>(b) Overseas entity ID issued by Companies House, including any prefix:</p> <p>(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:</p> |

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

6 Transferee for entry in the register:

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas entities

(a) Territory of incorporation or formation:

(b) Overseas entity ID issued by Companies House, including any prefix:

(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

7 Transferee's intended address(es) for service for entry in the register:

8 The transferor transfers the property to the transferee

9 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):

The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:

10 The transferor transfers with

full title guarantee

limited title guarantee

The covenants implied under the LPMPA 1994 are modified so that:

(a) the covenant set out in section 2(1)(b) of the LPMPA 1994 will not extend to costs arising from the Transferee's failure to:

(i) make proper searches; or

(ii) raise requisitions on title or on the results of the Transferee's searches.

(b) the covenant set out in section 3 of the LPMPA 1994 shall extend only to charges or incumbrances created by the Transferor.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

11 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

12 Additional provisions

Definitions

Definitions

1.1 The following definitions and rules of interpretation apply in this Transfer

“Adjoining Property” means the adjoining property of the Transferors known as The Barn, Downton On The Rock, Ludlow SY8 2HU and registered at HM Land Registry under title number HE47576.

“LPMPA 1994” the Law of Property (Miscellaneous Provisions) Act 1994.

“Plan” the plan attached to this Transfer.

“Protected Area” that part of the Property hatched blue on the plan annexed to this Transfer.

“Retained Land” means the land known as Land on the North side of the road leading from Adforton to Birrington, Downton on the Rock and registered at HM Land Registry under title number HW183821 but excluding the Property.

1.2 Where the Transferor and/or Transferee is more than one person, unless otherwise expressly provided in this deed, they shall be jointly and severally liable for their respective obligations arising under this deed. Either party may take action against, or release or compromise the liability of, any one of those persons or grant time or other indulgence to any one of them without affecting the liability of any other of them.

1.3 All matters recorded at the date of this transfer in registers open to public inspection, are deemed to be within the actual

knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMPA 1994, notwithstanding section 6(3) of the LPMPA 1994.

1.4 The Property shall not, by virtue of this Transfer, have any rights or easements or the benefit of any other matters over the Retained Land and Adjoining Property other than those (if any) which are expressly mentioned in or granted by this transfer and section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over the Retained Land and Adjoining Property the Transferor except as expressly mentioned in or created by this Transfer.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights granted for the benefit of the property

None.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights reserved for the benefit of other land

None.

Include words of covenant.

Restrictive covenants by the transferee

The Transferee covenants with the Transferor for the benefit of the Transferor's Retained Land and Adjoining Property and each and every part of it, with the intention of binding the Property and each and every part of it as follows:

- a) not to use the Property to park or store on it any trailer, caravan or mobile home.
- b) not to erect, construct or otherwise place any building, structure, wall or apparatus on the Protected Area

whether of a permanent or temporary nature.

- c) Not to erect, construct or otherwise place any non-agricultural building, structure, wall or apparatus on any other part of the Property and not to use any such building or structure for any purpose other than for agriculture.

Include words of covenant.

Restrictive covenants by the transferor

None.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

INDEMNITY COVENANT

The Transferee covenants by way of indemnity only, on behalf of the Transferee and the Transferee's successors in title, to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in the property and charges registers of HW183821 in so far as they relate to the Property in so far as they are subsisting and capable of taking effect and will keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any failure to do so.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

13 Execution

Signed as a deed by **IAN SHARRATT** in the presence of:

.....
SIGNATURE OF IAN SHARRATT

.....
SIGNATURE OF WITNESS

NAME OF WITNESS:

ADDRESS OF WITNESS:

OCCUPATION OF WITNESS:

Signed as a deed by **JANEY ELIZABETH SHARRATT** in the presence of:

.....
SIGNATURE OF JANEY ELIZABETH SHARRATT

.....
SIGNATURE OF WITNESS

NAME OF WITNESS:

ADDRESS OF WITNESS:

OCCUPATION OF WITNESS:

Signed as a deed by **[NAME OF BUYER]** in the presence of:

.....
SIGNATURE OF [NAME OF BUYER]

.....
SIGNATURE OF WITNESS

NAME OF WITNESS:

ADDRESS OF WITNESS:

OCCUPATION OF WITNESS:

Signed as a deed by **[NAME OF BUYER]** in the presence of:

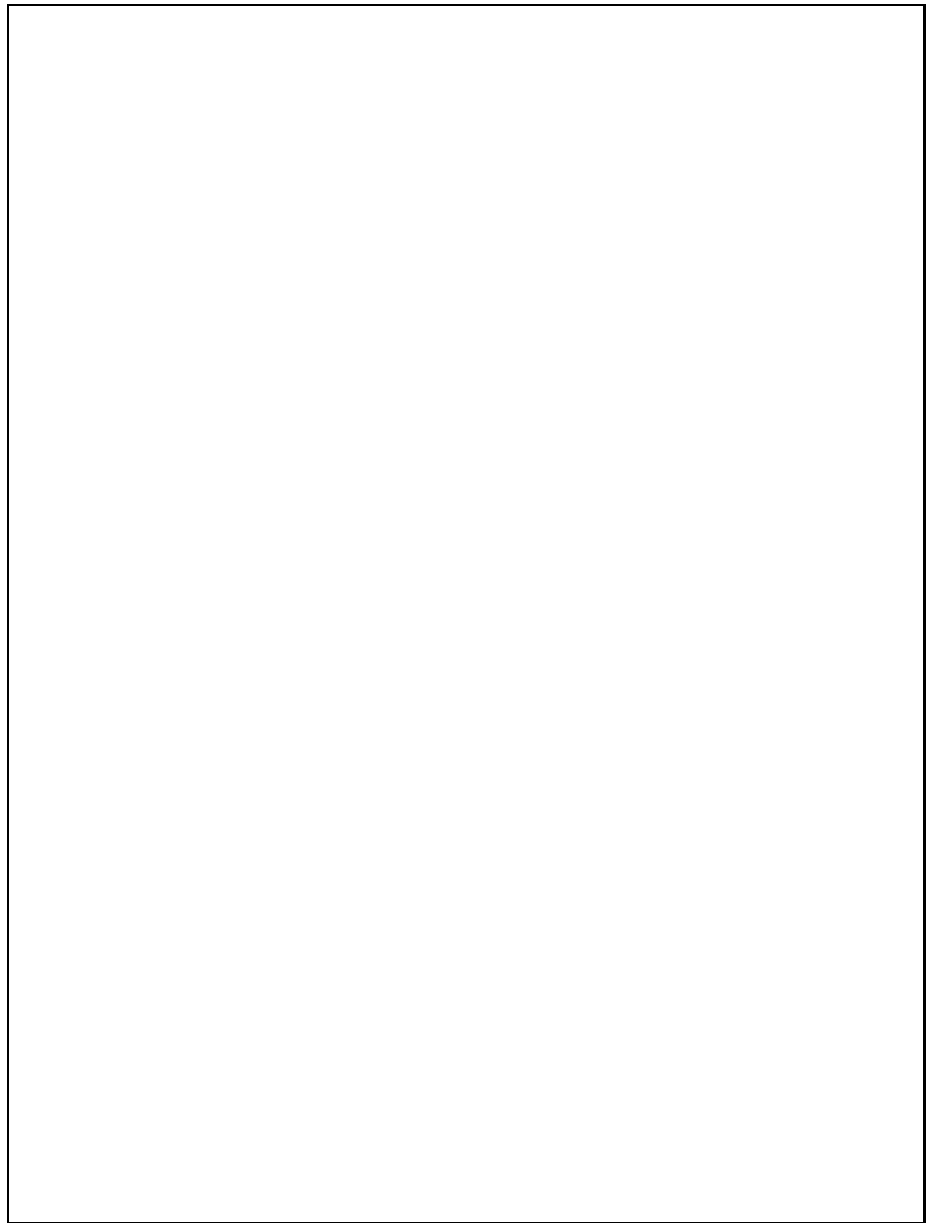
.....
SIGNATURE OF [NAME OF BUYER]

.....
SIGNATURE OF WITNESS

NAME OF WITNESS:

ADDRESS OF WITNESS:

OCCUPATION OF WITNESS:

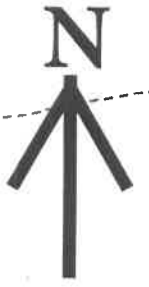


WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

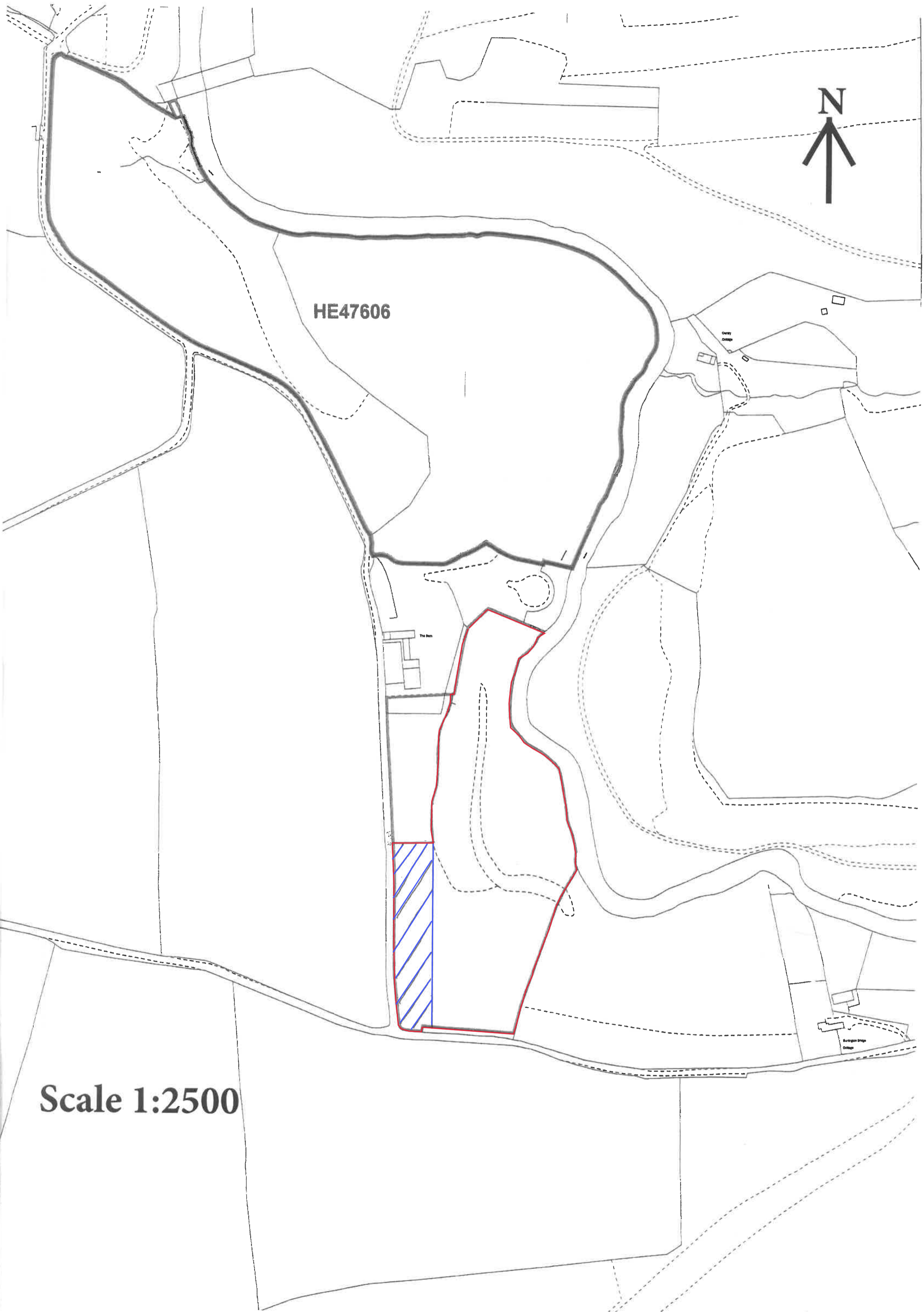


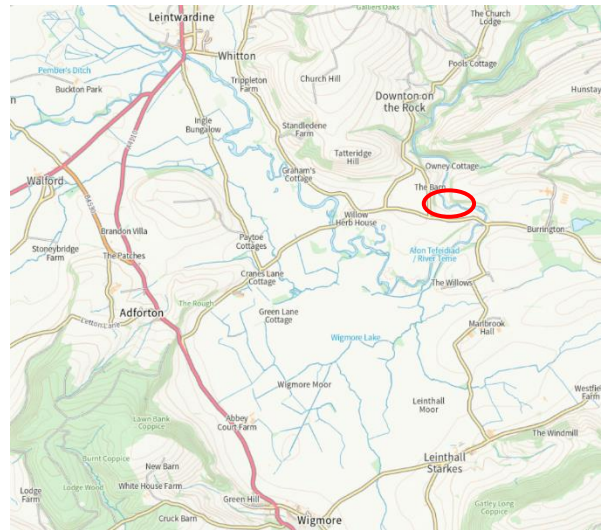
HE47606

The Barn

Burleigh Bridge Cottage

Scale 1:2500





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LAND AT DOWNTON ON THE ROCK, LUDLOW, SHROPSHIRE

GUIDE PRICE – £100,000

Approx. 7.97 acres (3.23 hectares) of pastureland available as a whole.

**FOR SALE BY FORMAL TENDER WITH TENDERS
CLOSING AT 12 NOON ON THURSDAY 22nd SEPTEMBER 2022**

**FORMAL
TENDER**

johnamos
& co

A Bruton Knowles LLP Company

01568 610007
johnamos.co.uk

BK Bruton Knowles

INTRODUCTION

John Amos & Co are delighted to have received instructions to offer for sale by Formal Tender approximately 7.97 Acres (3.23 Hectares) of Grade III pastureland at Downton On The Rock, Ludlow, Shropshire, which would suit a variety of uses.

DESCRIPTION

The land comprises of a sloping field with two flat parcels of land with river frontage to the River Teme and amenity woodland which have been livestock grazed over the winter months with good road frontage access.

RESTRICTED COVENANTS

The purchaser will be prohibited from having caravans on the land or from erecting any building on the land unless it is for agricultural purposes. Any such buildings should be situated outside of the hatched area as shown on the plan.

ACCESS

The field benefits from road frontage and access gate onto the Council maintained roads.

FIELD BOUNDARIES

The fields are bounded by a mixture of mature hedges and some barbed wire fences which are reasonably stockproof. The boundary to the River Teme is unfenced.

SERVICES

No services are connected to the land.

BASIC PAYMENT SCHEME

We understand there are no Basic Payment Scheme Entitlements available with this land.

SPORTING, TIMBER AND MINERAL RIGHTS

The sporting rights are included in the sale. All timber and mineral rights are included in the sale.

EASEMENTS, WAYLEAVES & RIGHTS OF WAY

The land will be sold subject to and with the benefit of all existing rights, whether public or private including rights of way, supply, drainage, electricity supplies and other rights, covenants, restrictions and obligations, quasi-easements and all wayleaves whether referred to in these particulars or not.

BOUNDARIES

Any purchaser(s) shall be deemed to have full knowledge of all boundaries and neither the Vendor nor the Vendor's Agents will be responsible for defining the boundaries or ownership thereof.

TENURE

The land is presently grazed under a Farm Business Tenancy which will terminate on the 30th September 2022.

FISHING RIGHTS

It is understood the Fishing Rights are owned by the Lennox Estate and presently let to Lentwardine Fishing Club.

| Field Number | Hectares | Acres | Description |
|--------------|-------------|-------------|-------------|
| SO4372 0625 | 3.23 | 7.97 | Pasture |
| TOTAL | 3.23 | 7.97 | |

METHOD OF SALE

All of the land is to be offered for sale by Formal Tender with Tenders closing at 12 noon on 22nd September 2022 (unless previously sold). For any enquiries of a legal nature, please contact the Solicitors (please see details below). Tenders are to be delivered to John Amos & Co at:- Unit 5 Flexspace, Leominster Enterprise Park, Brunel Road, Leominster, HR6 0LX and marked "Tender – Land Downton On The Rock, Ludlow, Shropshire"

The Tender forms and legal pack will be available from the Vendor's Solicitor and Agent at least seven days prior to Tenders closing.

N.B. Please note prospective purchasers are deemed to have read and inspected the contract of sale as prepared by the seller's Solicitor. The detail in these particulars is for guidance only and should not be relied upon.

The successful purchaser will be required to pay a 10% deposit on acceptance of tender and the remaining 90% will be payable upon completion.

COMPLETION

28 days after tender deadline.

MONEY LAUNDERING

In order to comply with anti-money laundering legislation all persons intending to bid for the site by Formal Tender should include with their Tender, photographic identification such as their passport, driving licence or other means of photographic identification (incl. address) either in their individual capacity or as an officer of a corporate entity.

VIEWING

Viewing may take place at any reasonable time upon production of these sale particulars. For further information regarding these particulars please contact John Amos & Co. on 01568 610007 or 07514 493039.

AGENTS

Hannah Morgan MRICS FAAV

John Amos & Co
Unit 5 Flexspace
Leominster Enterprise Park, Brunel Road
Leominster HR6 0LX

Tel: 01568 610007 / 07514 493 039

Email: hannah.morgan@brutonknowles.co.uk

SOLICITORS

Georgie Pearce

Denney King, Unit 22 Basepoint Business Centre, Crab Apple Way, Vale Business Park, Evesham, WR11 1GP

Email: georgie@denneyking.co.uk

DIRECTIONS

From Mortimer's Cross take the A4110 North towards Leintwardine, Aymestrey and Wigmore. On the approach to Adforton (1.2 miles North of Wigmore), take the right-hand slip road for Burrington and Downton. Continue on this single track road for 2.1 miles, the land will be on the left hand side of the road, on the T junction signposted for Downton. The land will be signposted by the Agent's For Sale Board.

IMPORTANT NOTICE: These particulars have been prepared in good faith to provide a general outline of the subject property. Whilst every effort has been made to ensure the details are accurate should there be any points which are particularly relevant to your interest in the property, please ask for further information/verification. Nothing in these particulars shall be deemed to be a statement that the property is in good structural condition or otherwise, nor that any services, appliances, equipment, or facilities are in good working order. Prospective purchasers should satisfy themselves on such matters prior to purchase. These particulars do not constitute any part of an offer or Contract. Descriptions of the property are subjective and are used in good faith as an opinion and not as a statement of fact. Purchasers should make their own enquiries to ensure any descriptions are likely to match any expectations held of the property. Any photograph(s) portray only certain parts of the property. It should not be assumed that the property remains as displayed in the photograph(s). No assumptions should be made regarding the parts of the property that have not been photographed. Any areas, measurements, aspects or distances referred to are merely provided as a guide and are approximate. If such details are fundamental to a purchaser(s), prospective purchaser(s) must rely on their own enquiries. JULY 2022

COPY

DATED 9TH NOVEMBER 2021

Signed - Tenant.
Signed - Landlord.

AGREEMENT FOR A FARM BUSINESS TENANCY

**Under the Agricultural Tenancies Act 1995
For a Period of Two Years or Less
For a Property not including a House or Substantial Buildings
For use in England**

Between

(1) Ian and Janey Sharratt (Landlord)

And

(2) The Downton Estate (Tenant)

Relating to

Land at The Barn, Downton on the Rock (**Property**)

johnamos
& co

Lion Court, Broad Street
Leominster, Herefordshire, HR6 8LE
Tel: 01568 610007

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Particulars

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- 2. Letting and Rents**
- 3. Taking on the Agreement**
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- 6. Insurance**
- 7. Access**
- 8. Landlord's Covenants**
- 9. Expiry of the Tenancy**
- 10. Provisos and Declaration**
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Schedules

- 1. The Property**
- 2. Rights Granted to the Tenant**
- 3. Rights Reserved by the Landlord**
- 4. Allocation of Repairing Responsibilities**
- 5. Tenant's Improvements and Tenant's Fixtures**
- 6. Requirements of the Landlord's Agri-Environment Schemes**
- 7. Additional Terms Relating to Soil, Cultivation, Management and Conservation**
- 8. Compensation on Termination**
- 9. Basic Payment Entitlements Made Available to the Tenant by the Landlord**

Execution

PARTICULARS

| | |
|--------------------------------------|---|
| Landlord: | Ian Sharratt and Janey Sharratt Of The Barn, Downton on the Rock, Ludlow, Shropshire for whom the address for the service of notices is |
| Tenant: | Downton Estate Limited c/o Bridget Nixon (Gasson Associates), Pools Farm, Downton on the Rock, Ludlow, Shropshire, SY8 2HU for whom the address for the service of notices is |
| Guarantor: (if required) | Not applicable |
| The Property: | As defined in Schedule 1 |
| Permitted User: | The use of the Property for agricultural purposes and subject to the provisions of Clause 4.2 |
| Term: | This tenancy commences on and includes 1 st October 2021 for the period until and including 30 th September 2022 |
| Break Dates: | None save for expiry of notice served on the tenant's insolvency or for the non-agricultural use of part of the Property under Clauses 10.5 and 10.6 |
| Resumption of Possession: | To be available within the provisions of Clause 10.6 |
| Rent: | The Rent shall be at the rate of £1,090.00 (One Thousand and Ninety Pounds) per annum |
| Rent Payment Dates: | The Rent shall be payable on 1 st October 2021 |
| Prescribed Rate: | An interest rate set at 8 per cent per annum above the base rate for the time being set by the Lloyds bank |

THIS AGREEMENT is made the 9TH day of NOVEMBER 2021

BETWEEN the Landlord and the Tenant

1. Interpretation

In this Agreement:

- 1.1 Words will have where applicable the meaning given to them in the Agricultural Tenancies Act 1995 (“the Act”).
- 1.2 The Particulars form part of this Agreement and expressions contained in them have the meanings specified in them.
- 1.3 The expressions “Landlord” and “Tenant” where the context so admits shall include their successors in title as the persons entitled respectively to the immediate reversion and to this tenancy.
- 1.4 Where a party comprises more than one person covenants and obligations of that party take effect as joint and several covenants and obligations for all persons comprised in that party.
- 1.5 References in this Agreement to:
 - (a) “the Property” shall be construed as extending to any part of the Property.
 - (b) “the expiry of the Term” shall include such other determination other than by effluxion of time.
 - (c) rent or other sums are references to such sums exclusive of any Value Added Tax which may be due in addition upon them.
 - (d) any reference to a directive regulation statute or statutory instrument shall include any amending or replacement legislation.
- 1.6 Words importing
 - (a) any gender include every gender
 - (b) the singular number include the plural number and vice versa
 - (c) persons include natural and legal persons

2. Letting and Rents

The Landlord **LETS** the Property to the Tenant for the Term **TOGETHER WITH** the rights specified in Schedule 2 **RESERVING** to the Landlord and all other persons authorised by the Landlord the rights specified in Schedule 3 the Tenant **PAYING:**

FIRST the Rent due on the Rent Payment Dates in full without any set-off or other deductions whatsoever

Such payments and all the tenant’s covenants under this Agreement being guaranteed by the Guarantor

Together with all liabilities that may arise to notify Her Majesty's Revenue and Customs of this Agreement and to pay such sums of Stamp Duty Land Tax as may be due on this Agreement from time to time.

3. Taking on the Agreement

The Tenant agrees with the Landlord

3.1 Status as Farm Business Tenancy

That it is intended that the tenancy created by this Agreement shall be and remain a Farm Business Tenancy which is primarily or wholly agricultural in character.

3.2 Official Schemes

That the rights of either party in any assets now existing under official agricultural and rural policies such as Basic Payment Entitlements shall from the beginning of the tenancy be as quantified and recorded in Schedule 9 and in the absence of express provision shall be deemed to belong to the tenant.

3.3 Costs of This Agreement

Each party is to carry their costs in the preparation of this agreement.

4. Tenant's Covenants

The Tenant covenants with the Landlord:

4.1 Outgoings

4.1.1 To pay all occupiers' rates taxes charges and other outgoings now or hereafter assessed charged or imposed upon the Property or the Tenant's use of it as an occupier including all charges for water sewerage electricity gas communications and other services arising from use of the Property by the Tenant and those authorised by the Tenant.

4.2 Use and Management

4.2.1 Not to use the Property for any purpose other than the Permitted User.

4.2.2 Not to damage or injure the Property.

4.2.3 Not to do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the Landlord or to the owners or occupiers of any adjoining land and to indemnify the Landlord against any claims by third parties in respect of any breach of this clause.

4.2.4 To maintain the Property so that it is in a condition such that an occupier of the Property can manage it to a reasonable standard of husbandry having regard to:

- the character and situation of the Property
- the terms of this Agreement including Clause 5
- the standard of management by the Landlord
- any environmental agreements or restrictions binding the Property or its use
- existing or proposed Sites of Special Scientific Interest ancient monuments and other officially protected sites

- the provisions of the official agricultural and rural schemes managed by DEFRA as they apply to the Property
 - any other relevant circumstances
- and to comply with any requirements of Schedule 6 and any additional terms relating to conservation and to the cultivation and management of the Property contained in Schedule 7.
- 4.2.5 To maintain the condition of the soil including the levels of nutrients and organic matter in at least as good a condition as described in any Record of Condition made between the parties and comply with any specific requirements regarding the soil of the Property that are recorded in Schedule 7 and
- (a) undertake soil testing in accordance with Farming Rules for Water published by DEFRA
 - (b) take all reasonable steps to protect the soil on the Property by having a cover of crops stubbles grass and other vegetation
 - (b) manage the Property so as to minimise soil erosion and compaction by cropping practices livestock management overgrazing poaching wind and machinery.
- 4.2.6 Not to allow anything to be done on the Property which might cause the pollution of any watercourse or any supply of water.
- 4.2.7 To use his reasonable endeavours to keep the Property free from disease or infestation by pests and to destroy all thistles nettles and injurious weeds to which the Weeds Act 1959 applies and invasive weeds listed in Part II of Schedule 9 of the Wildlife and Countryside Act 1981 including Japanese Knotweed and Himalayan Balsam.
- 4.2.8 Not to permit any person onto the Property to search for or remove any objects of archaeological or scientific interest.
- 4.2.9 To take all steps necessary to preserve and continue any licences permits consents and contracts in existence at the start of this Agreement which are of benefit to the Property (including making all necessary applications and payments to preserve any licence granted under the Water Resources Acts 1963 or 1991) and will permit the Landlord or the Landlord's agent to inspect and take copies of all such documents.
- 4.2.10 Not to plough out any area recorded as permanent pasture in Schedule 1 or required to be such under Schedules 6 and 7 without the prior written consent of the Landlord.
- 4.2.11 Not to plough out or obstruct any public road or footpath or any right of way lawfully enjoyed by the Landlord or any other person save that if a footpath across a field is ploughed up it must be reinstated within 14 days.
- 4.2.12 Not to allow any livestock on the Property to be treated in a manner likely to cause unnecessary pain or distress and to comply with any enactment or relevant official code of practice relating to animal welfare.

- 4.2.13 Subject to the Ground Game Acts 1880 and 1906 not to do anything prejudicial to the preservation of any game (including nests and eggs) wildfowl woodcock and snipe hares or fish.
- 4.2.14 To prevent trees, saplings and hedges from being injured by livestock and not to attach any wire to them or damage or injure them in any way.
- 4.2.15 To give notice in writing to the Landlord of any dead or dangerous tree on the Property of which he becomes aware.
- 4.2.16 To keep the road gate closed at all times even if there are no sheep in the field with the gate chained and locked with a coded padlock (to be provided by the Landlord) when closed

4.3 Records Information and Data Protection

- 4.3.1 To maintain necessary records of cropping and those required by the Nitrates Pollution Prevention Regulations and if reasonably requested make such information available to the Landlord and subsequent occupiers of the Property whether during the course of the Tenancy or under clause 9.1.2 doing so in such form as the landlord may reasonably require.
- 4.3.2 To assist the Landlord by promptly providing such information as to the use or occupation of the Property as the Landlord may reasonably require for the purpose of any matter concerning the establishment of rights affecting the Property or the protection of his interest in the Property or his liability to taxation in respect of the Property.
- 4.3.3 To protect all and any personal data of the Landlord as may be available to the Tenant.

4.4 Additions Alterations and Signs

- 4.4.1 Not to make any structural or external alteration or addition to the Property nor to build or place on it any building, structure or erection including walls permanent fences hedges ditches and boundaries nor to remove any wall hedge or other fixed equipment.
- 4.4.2 Not to erect any notices signs or advertisements on the Property.

4.5 Compliance with Enactments, Planning Applications and Notices

- 4.5.1 To comply so far as permitted by the terms of this Agreement with the requirements of all enactments and of every public authority (subject to the Tenant's rights to appeal against or make other challenge to those requirements) relating to the Tenant's business and use and occupation in respect of the Property and not to do or omit to do anything by which the Landlord may become liable for any such matter.
- 4.5.2 To communicate promptly to the Landlord any contact from any public authority or body acting under statutory authority which appears likely to result

in any notice in respect of the Property or the Tenant's use of it and to supply him without delay with a copy of any such notice and without delay to comply at the Tenant's cost with the provisions thereof in so far as they apply to the Tenant save that the Tenant shall if so required by and at the cost of the Landlord make or join in making such objections or representations in respect of those provisions as the Landlord may require.

4.6 Agri-Environment Agreements of the Landlord

4.6.1 To comply with the requirements of any agreement under the Countryside Stewardship Scheme the Higher Level Stewardship Scheme or a financial assistance scheme under the Agriculture Act 2020 (including any test trial or pilot for that) made by the Landlord as at the date of this Agreement so far as it relates to the Property and in particular with those requirements recorded at Schedule 6 and thereby advised to the Tenant.

4.6.2 To comply with the requirements recorded in Schedule 6 and as they may be varied under Clause 4.6.3.

4.6.3 To agree to the variation of Schedule 6 to include the requirements of such agreements as they may be renewed varied or replaced during the Term and any continuation thereof to meet the rules of the schemes for such agreements as they may change provided that such variation shall be reasonably required by the Landlord in the circumstances and discussed beforehand with the Tenant. In the event of dispute between the parties over the variation proposed the Tenant may refer the question to arbitration under this agreement and if as part of his award the arbitrator approves a variation then he may amend any other term of this agreement including the rent as part of his award but only in consequence of that variation to Schedule 6.

4.7 Encroachments

4.7.1 Not to permit any occupation of any part of the Property that might lead to a claim to title of that part through adverse possession.

4.7.2 To preserve all easements on the Property or affected by or depending on it and not to do or omit to do anything which might subject the Property to the creation of any new easement or right of way from being made over the Property and to inform the Landlord in respect of approaches being made in respect of the creation of any of the above mentioned.

4.8 Alienation

4.8.1 Not to assign underlet or otherwise part with or share possession or occupation of the whole or any part of the Property nor to let or sell any grass-keep or growing crops or take in stock belonging to others.

4.8.2 Not to grant any rights or agreement that would be subject to the Electronic Communications Code as set out in Schedule 3A of the Communications Act 2003 and any legislation amending or replacing it.

4.9 Indemnity

To indemnify the Landlord in respect of all and any losses costs penalties claims proceedings and demands (including legal and other professional costs and expenses) arising from breaches of this agreement.

4.10 Notice of Death

That should the Tenant die during the Term his representatives will give written notice of that to the Landlord within one month of that death.

4.11 The Guarantor

That should any Guarantor die become insolvent or have a deputy appointed under the Mental Capacity Act 2005 during the Term the Tenant will give written notice of that to the Landlord within one month of becoming aware of that event and in that notice propose to the Landlord the name of a new Guarantor who has affirmed in writing willingness to assume the role of Guarantor under this Agreement. The Landlord shall have one month from receiving that notice or from otherwise becoming aware of those circumstances in which to require the appointment of a person as guarantor of the Tenant's covenants under this Agreement and shall not unreasonably refuse the person proposed by the Tenant.

5. Repairs

5.1 The Landlord and the Tenant covenant with each other that **each will undertake the maintenance and repairing obligations identified as their liability in Schedule 4 with the Tenant responsible for items not allocated in that Schedule.**

5.2 The Landlord may serve written notice on the Tenant specifying works for which the Tenant is liable whereupon the Tenant is to execute all repairs works or replacements required and if the Tenant does not within two months of that service commence and thereafter proceed diligently with the execution of such repairs works or replacements the Landlord or any person authorised by them may enter upon the Property and execute such repairs and the cost thereof with interest at the Prescribed Rate from the date of expenditure by the Landlord to the date of payment by the Tenant shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action.

5.3 The Tenant may serve written notice on the Landlord specifying works for those parts of the Property which are not the Tenant's responsibility pursuant to Clause 5.1 whereupon the Landlord is to execute all repairs works or replacements required and if the Landlord does not within two months of that service commence and thereafter proceed diligently with the execution of such repairs works or replacements the Tenant or any person authorised by them may execute such repairs and the cost thereof with interest at the Prescribed Rate from the date of expenditure by the Tenant to the date of payment by the Landlord shall be a debt due from the Landlord to the Tenant and be forthwith recoverable by action notwithstanding the Landlord shall not be obliged to put the Property into a better state of repair than at the commencement of the Agreement.

6. Insurance

The Tenant shall at all times during the Term effect and keep in force a policy of insurance against liability for loss or injury by members of the public and third parties in a sufficient sum to cover reasonably anticipated possible liabilities (and not less than £10,000,000) in an insurance office or with underwriters approved by the Landlord (such approval not to be unreasonably withheld).

7. Access

The Tenant covenants with the Landlord:

7.1 To permit the Landlord or any person authorised by him to enter the Property at any reasonable time upon giving reasonable prior notice (except in an emergency) with or without equipment to:

- (a) view the Property with or without others and to market the Property
- (b) enter examine and record the state of condition use or occupation thereof
- (c) fulfil his management responsibilities including the provision or improvement of fixed equipment and such repairing obligations as he may bear under Clause 5 and his powers under Clause 5.2
- (d) inspect and survey the Property as may be needed for the purposes of an application for planning permission for a non-agricultural use whether such access is taken under Paragraph 3 of Schedule 3 or otherwise.

7.2 For the purposes of this Clause reasonable prior notice shall mean not less than 48 hours notice.

8. Landlord's Covenants

The Landlord covenants with the Tenant:-

8.1 Quiet Enjoyment

8.1.1 That if the Tenant observes and performs his covenants contained in this Agreement the Tenant may peaceably hold and enjoy the Property without any lawful interruption by the Landlord or any person rightfully claiming through under or in trust for him.

8.1.2 That when the Landlord or those authorised by him exercise the rights under or reserved by this agreement including those in Clause 7.1 and Schedule 3 they shall cause as little damage as is reasonably possible and where they cause loss or damage to the Tenant the Landlord will compensate the Tenant for that.

8.2 Water

That where the Landlord supplies water to the Tenant for use on the Property it will be a supply of potable water adequate for that use and the Landlord will not charge more for that water than the maximum resale price set by the Water Services Regulatory Authority (Ofwat).

8.3 Consent for Tenant's Improvements

8.3.1 That the items listed in Schedule 5 as Tenant's Improvements and Tenant's Fixtures shall be treated as such for the purposes of the Act.

8.3.2 That he consents to the Tenant making Routine Improvements as defined in Schedule 5 in so far as they are necessarily associated with the efficient use of the Property within the Permitted User.

8.4 Data Protection

The personal information of the Tenant will be retained by the Landlord and any agent acting for the Landlord in managing the Property in accordance with the terms of their privacy policies (“the Policies”) which will have been served on the Tenant. That information may have been provided before, during or after the Tenancy. The Landlord may share:

- (a) details of performance of obligations under this Agreement by the Tenant
- (b) known addresses and details of the Tenant and any other occupiers
- (c) any other relevant information required by the Landlord

with:

- o utility and water companies
- o relevant local authorities
- o authorised contractors
- o legal advisers
- o any other interested third party.

9. Expiry of the Tenancy

9.1 The Tenant covenants with the Landlord as to the end of the Term:

9.1.1 In the last six months of the Tenancy to co-operate with the Landlord as to his reasonable arrangements for the erection of signs to advertise the re-letting or sale of the Property and consequent viewings.

9.1.2 To yield up the Property in the state of repair and condition required by this Agreement and save as may otherwise be agreed

- (a) so far as may be reasonably possible to expeditiously assist with
 - (i) the transfer or renewal of any licences consents and contracts specifically benefiting the Property
 - (ii) the transfer of the registration of all land parcels on the Property on official registers relevant to the operation of the official agricultural and environmental schemes in England
 - (iii) the transfer of any agreements in the Tenant’s name under the Rural Development Programme for England or a financial assistance scheme under the Agriculture Act 2020 so far as they are relevant to the Propertyto the Landlord or a person nominated by the Landlord and
- (b) to make such written and electronic records as are reasonably required including those in connection with:
 - (i) the agricultural management of the Property including records as to the status of soils nutrients and related matters and the data from the use of precision farming techniques
 - (ii) the cropping of the Property

- (iii) applications and claims under schemes or agreements under the agricultural and environmental policies operating in England
 - (iv) Nitrate Pollution Prevention Regulations and other regulations for the control of pollution
- available to the next occupier of the Property on a request made no later than twelve months after the end of Term and to do so in a form that that person can use and in good time for them to be used.

9.1.3 Save as required under clause 9.1.4 to remove all his chattels.

9.1.4 On quitting the Property to leave properly protected on the Property all such unconsumed hay straw silage and farmyard manure as shall have been made on the Property in the last year of the Term where required to do so by a written notice served by the Landlord no less than six months prior to termination for which items the Landlord is to pay compensation in accordance with paragraph 1 of Schedule 8.

9.1.5 On quitting the Property to pay compensation to the Landlord for dilapidations and damages as provided for in paragraph 2 of Schedule 8.

9.2 The Landlord covenants with the Tenant that he will indemnify the Tenant for any penalties or reductions in direct payments or other payments due to the Tenant under an agri-environment agreement or an agreement under a financial assistance scheme under the Agriculture Act 2020 whether deducted under cross compliance or otherwise that may arise from any failure or action by the Landlord or a successor occupier on the Property subject to a limit of one year's rent as due under this agreement.

10. Provisos and Declarations

Provided always and it is hereby agreed and declared that:

10.1 Forfeiture and Re-entry

The Landlord may forfeit this Agreement by re-entering the Property if:-

- (a) the whole or part of the rents are overdue for twenty-one days or more after becoming due (whether that rent has been legally demanded or not); or
- (b) any of the Tenant's covenants in this Agreement are not performed or observed; or
- (c) the Tenant shall become bankrupt or insolvent or enter into liquidation or any arrangement with its creditors

and on re-entry this Agreement shall determine but without prejudice to any Landlord's right of action in respect of any breach of the Tenant's covenants. The Tenant shall indemnify the Landlord for his reasonable costs (including those of his solicitors agents and bailiffs) in any proceedings under section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the court and pay on demand all reasonable expenses incurred by the Landlord in and incidental to (or in contemplation of)

the preparation and service of any reasonable notice in respect of a breach of the Tenant's obligations under this Lease.

10.2 Waiver of Breach

No demand for acceptance of or receipt of rents by the Landlord or his agents after knowledge or notice received by the Landlord or his agent of any breach of any of the Tenant's covenants herein shall be or operate as a waiver wholly or partially of any such breach but any such breach shall for all purposes of this Agreement be a continuing breach of covenant so long as such breach shall be subsisting.

10.3 Rent Cesser

If the Property or the access thereto is damaged or destroyed so that the Property is incapable of occupation and use (other than as a result of any act or omission of the Tenant) the Rent or a fair proportion of it according to the nature and extent of the damage shall be suspended from the date of destruction or damage until the date on which the Property is made fit for occupation and use.

10.4 Rights of Third Parties

The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

10.5 Determination of the Tenancy during its Term on the Tenant's Death or Insolvency

10.5.1 The Landlord or the Tenant may (subject to the provisions of this clause) determine this Tenancy by service of at least two months written notice on the other following the death of the Tenant and the date any such notice takes effect shall be a Break Date for this Tenancy.

10.5.2 If a receiving order is made against the Tenant, or if a meeting of his creditors is called, or if he is adjudicated bankrupt, or if the Tenant (being a company) enters into compulsory or voluntary liquidation otherwise than for the purposes of reconstruction or amalgamation, or if any distress or execution is levied on the Property then in any such case the Landlord shall be entitled (in addition to any other right and after first giving to the Tenant one month's prior notice in writing) to re-enter the Property or any part of it in the name of the whole and bring this Agreement to an end.

10.6 Determination of All or Part of the Tenancy During the Term for Non-Agricultural Development

10.6.1 The Landlord may determine this Agreement in respect of all or part of the Property by serving on the Tenant at least three months written notice on or after the grant of a planning permission for a development which would require that area for a use inconsistent with the Permitted User.

10.6.2 Where this Agreement is determined in whole or part during the Term the Landlord shall in addition to such payments as may be due between the parties under Schedule 8 pay to the tenant an amount equal to the value of the additional

benefit (if any) which would have accrued to the Tenant from his tenancy of the Property if the Agreement had not been so determined in whole or in part.

10.6.3 Where this Agreement is determined in respect of part only of the Property the Rent is to be reduced as from the Landlord's repossession of that land by such proportion of the rent as shall be appropriate to allow for the land so taken and any diminution in value of the remaining land.

10.7 Consequences of Animal Movement Controls in Force at the Termination of All or Part of the Tenancy

10.7.1 That where under any restrictions on livestock movements officially imposed by the Animal and Plant Health Agency any successor body or other action by public authorities for disease control purposes or otherwise the Tenant is prevented from removing his animals on the termination of all or part of this Tenancy so that the Property is not vacated in accordance with its terms, the terms of this Tenancy will allow continued access to the area of the Property reasonably needed on animal welfare grounds by the Tenant and his animals (and not to other parts of the Property) and the Tenant will be responsible for indemnifying and making a payment to the Landlord forthwith for any reasonable loss occurring (including loss of associated rental income) and will at the end of those restrictions remove his animals from the Property as soon as practically possible meeting the costs of cleaning and other remediation work.

10.7.2 Where for any reason compensation is made available at any time to either the Tenant or the Landlord for any loss concerning animals or the use or prohibition of use of the Property during the period in which the Tenant has access to the Property under this Tenancy:

- (a) any compensation paid in respect of the loss of the Tenant's animals shall be due to the Tenant
- (b) any compensation paid in respect of the Property or its use shall be due to the Landlord

the parties agree to fully cooperate as expeditiously as is required to complete lodge and substantiate any relevant claims and to provide each other with copies of any notices or relevant correspondence.

10.8 Service of Notices under this Agreement

Any notices that may be served by one party on the other under this Agreement are to be served in writing on that party at the address given in the Particulars save where either party has notified the other in writing of a replacement address or the name and address of an agent duly authorised to receive notices on that party's behalf.

10.9 Certificate

There is no agreement for a Lease to which this Agreement gives effect.

11. Disputes

Where any dispute arises between the parties under this Agreement which they do not settle between them it is to be determined by a single person acting as an arbitrator and

they agree that the arbitrator shall be a person agreed upon by the parties or in default of such agreement to be a person appointed (on the application of either party) by the President of the Central Association of Agricultural Valuers. The determination of that arbitrator shall be final and binding on the parties and the costs of his appointment and determination as well as those of the parties in the matter shall be met by the parties according to his award.

SCHEDULE 1

THE PROPERTY

The Property comprises the area outlined in red on the attached plan for illustrative purposes only includes the following parcels

| O S Number | N G Number | Total Area Hectares | Let Area Hectares | Let Area Acres | Eligible Area Hectares |
|-------------------|-------------------|--------------------------------|------------------------------|---------------------------|-----------------------------------|
| SO4372 | Pt 0625 | 3.71 | 3.22 | 7.96 | 2.91 |

For the purpose of grazing SHEEP ONLY owned by the Tenant and for mowing during the Term and to take away the grass

SCHEDULE 2

RIGHTS GRANTED TO THE TENANT Under Clause 2

(Note - These might include rights of way over adjoining land, rights to draw water, etc)

None

SCHEDULE 3

RIGHTS RESERVED BY THE LANDLORD Under Clause 2 and subject to Clause 8.1.2

1. All fruit trees and timber trees with full right to inspect lop and fell trees and stack load and transport timber (including thinnings cordwood and underwood) felled on the Property the Landlord doing as little damage as possible.
2. All mines and minerals and mineral substances with the right of access to survey for this doing as little damage as possible.
3. The right to enter inspect and survey the Property at any reasonable time upon giving reasonable prior notice (which shall be at least 48 hours except in an emergency) as may be required for or ancillary to the purposes of an application for planning permission for a non-agricultural use of the





Rural Land Register (RLR) Map

Rural Payments Agency

SBI - 106569649

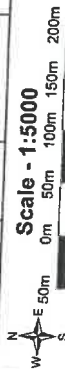
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Legend

-  Your RLR Parcel(s)
-  SPS Permanent Ineligible Features
-  Adjacent Parcel Boundary
-  Unconfirmed Boundary

RLR Information

| Sheet ID | Parcel ID | Total Area (ha) | SPS Recorded Eligible Area (ha) | English Region |
|----------|-----------|-----------------|---------------------------------|----------------|
| SO4272 | 6075 | 5.31 | 5.31 | N |
| SO4372 | 0166 | 8.70 | 8.70 | N |
| SO4272 | 9336 | 8.09 | 8.09 | N |
| SO4372 | 0625 | 3.71 | 2.91 | N |
| SO4271 | 2575 | 2.56 | 2.56 | N |
| SO4271 | 2891 | 13.63 | 13.39 | N |
| SO4272 | 5812 | 5.73 | 5.73 | N |



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Date: 21/03/2015

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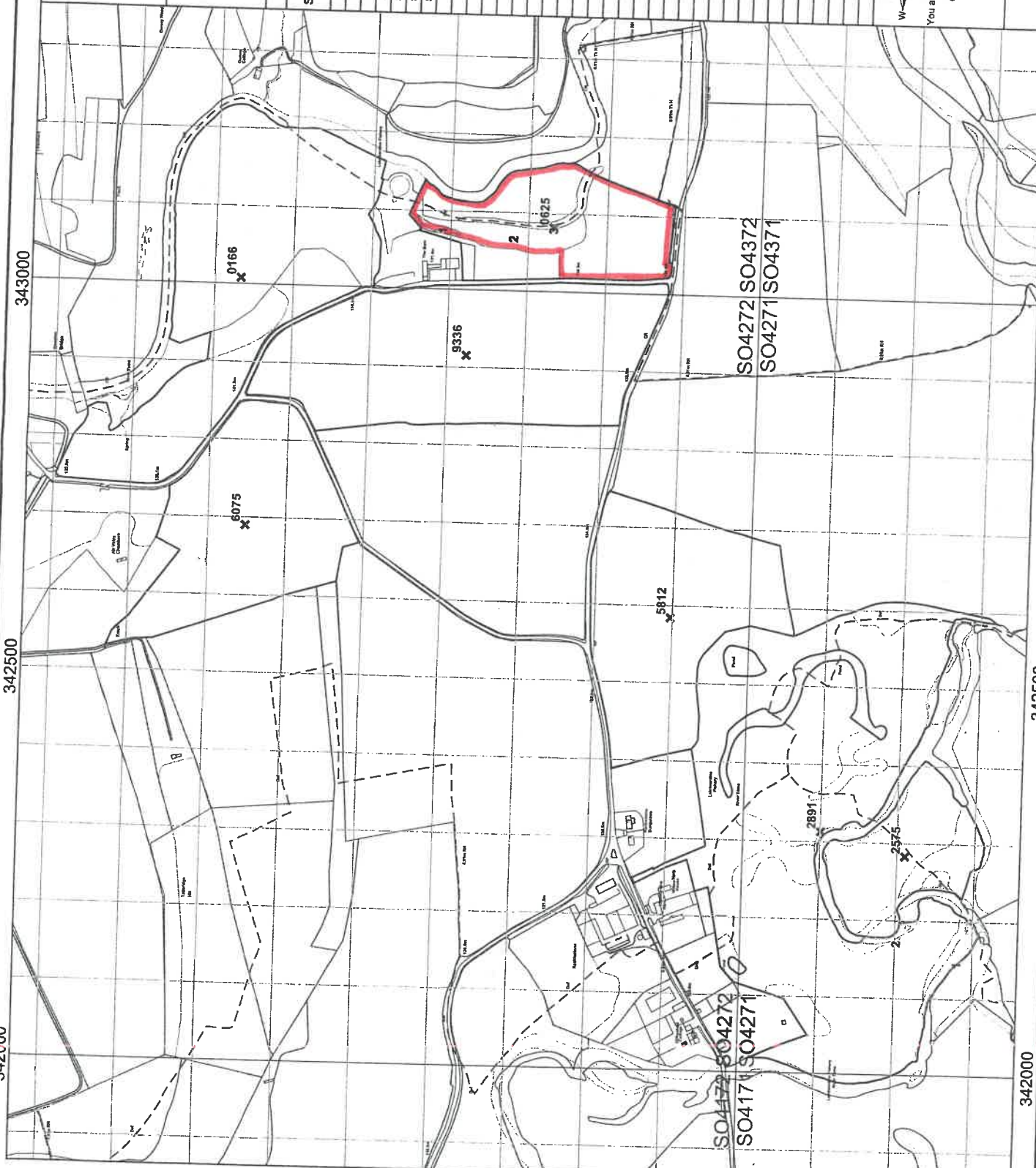
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Property or an adjoining property and including but not limited to works of excavation creating boreholes and sampling.

4. The right to enter and remain on the Property at any reasonable time upon giving reasonable prior notice (which shall be at least 48 hours except in an emergency) with or without equipment for all purposes in connection with any adjoining property and to carry out works thereon which are necessary or in all the circumstances reasonable.
5. All game and wildfowl including nests and eggs of the same and (subject to the provisions of the Ground Game Act 1880 and the Ground Game (Amendment) Act 1906) and hares with the exclusive right subject as aforesaid for the Landlord and all persons authorised by him to preserve the same and to hunt shoot and sport on the Property.
6. The benefit of all existing and the right to grant future wayleaves easements and rights affecting the Property and all rents and monies payable in respect thereof except payments specifically to the occupier in respect of disturbance to agricultural occupation (as for an electricity wayleave) which the Landlord will assist the Tenant to receive and where the Landlord receives such a payment in respect of agricultural occupation he shall pass that payment on to the Tenant.
7. The right to use all existing roads and paths on the Property subject to a reasonable contribution towards the cost of maintaining them.
8. All springs wells ponds streams and watercourses with all fish therein with power for the Landlord and all persons authorised by him (subject to sufficient water being left for the Tenant for domestic and all agricultural purposes within the permitted user) to take and carry away water therefrom by means of pipes or otherwise and the exclusive right to fish in the said waters.
9. The right to use all pipes wires cables drains and other things now situate within over or upon the Property and the right to enter on any part of the Property not built upon to lay any such things during the Term for the benefit of any adjoining property and use the same and the right to enter on the Property to inspect maintain repair and renew and to authorise any use to do likewise and to retain all payment of the use thereof save for any compensation for interference with agricultural use which shall be due to the tenant.
10. All antiquities on the Property whether treasure trove or not and the right to search for them.
11. Management control of the Property solely for the provisions of agri-environment agreements recorded in Schedule 6.

SCHEDULE 4

ALLOCATION OF MAINTENANCE AND REPAIRING RESPONSIBILITIES Under Clause 5.1

| Item | Responsibility | |
|---|----------------|--------|
| | Landlord | Tenant |
| Underground water supply pipes wells bore holes reservoirs (and all connected underground installations) | √ | |
| Water supply systems and fittings situated above ground including pipes tanks cisterns sanitary fittings drinking troughs and pumping equipment | | √ |
| Fences hedges field walls stiles gates and posts cattle grids in and upon the Property | | √ |
| Livestock handling facilities | | √ |
| Underground field drainage | √ | |
| Bridges and culverts | N/A | |
| Ponds watercourses sluices ditches | | √ |
| Roads and yards | N/A | |
| Removable covers to manholes and inspection chambers | N/A | |
| Other items | N/A | |

NB This Schedule might be developed by reference to the items listed in the 2015 Model Clauses for England.

SCHEDULE 5

TENANT'S IMPROVEMENTS AND TENANT'S FIXTURES Under Clause 8.3

Tenant's Improvements (under 8.3.1)

A “**routine improvement**” (for 8.3.2) is any tenant's improvement which—

- (a) is a physical improvement made in the normal course of farming the holding or any part of the holding, and
- (b) does not consist of fixed equipment or an improvement to fixed equipment, but does not include any improvement whose provision is prohibited by the terms of the tenancy.

Tenant's Fixtures (under 8.3.1)

SCHEDULE 6

REQUIREMENTS OF LANDLORD'S AGRI-ENVIRONMENT SCHEMES Under Clause 4.6

The following are the requirements imposed on the management of the Property at the commencement of this Agreement by agri-environment agreements entered into by the Landlord under the Countryside Stewardship Scheme the Higher Level Stewardship Scheme or a financial assistance scheme under the Agriculture Act 2020 with which the Tenant is to comply under Clause 4.6 in respect of which the landlord has reserved management control under Item 11 of Schedule 3 of this Agreement.

(State the Scheme with the date of the agreement and list the management requirements of the agreement as regards the Property)

SCHEDULE 7

ADDITIONAL TERMS RELATING TO SOIL, CULTIVATION, MANAGEMENT AND CONSERVATION Under Clauses 4.2.4 and 4.2.5

The following additional terms relating to the cultivation, management and conservation of the Property, the condition of its soils and fertility, or to specific fields or areas of the Property, will apply in accordance with Clauses 4.2.4 and 4.2.5.

General

Terms of Any Agri-Environment Agreement Taken in by the Tenant from the Landlord in Respect of the Property

SSSI Management Agreements

Ancient Monuments and Archaeology

Other

SCHEDULE 8

COMPENSATION BETWEEN THE PARTIES ON TERMINATION Under Clauses 9.1.4 and 9.1.5

1. The Tenant will be entitled to compensation at the value to an incoming tenant where any such item is left on the Property after the termination of this Agreement if he has been required by the Agreement or by Notice served under Clause 9.1.4 of this Agreement to leave them on the Property.
2. Following the termination of this Agreement the Landlord will be entitled to receive compensation for any breach by the Tenant of any of his obligations contained in this Agreement the amount of such compensation being determined in accordance with the common law relating to damages for breach of covenant save that compensation for breaches of covenants to repair shall be in accordance with section 18(1) of the Landlord and Tenant Act 1927.
3. The timetable for either party to serve written notice on the other of his intention to make a claim and of the nature of the claim under this Schedule and for the reference of any resulting dispute or unresolved claim to arbitration shall be the same as that for the equivalent proceedings for tenant's improvements under section 22 of the Act such that:
 - (i) no claim shall be enforceable unless before the end of the period of two months beginning with the date of the termination of the tenancy the party making the claim has given written notice to the other of his intention to make the claim and of the nature of the claim
 - (ii) where the landlord and the tenant have not settled the claim by agreement in writing and no arbitrator has been appointed under an agreement made since the notice under (i) above was given either party may, after the end of the period of four months beginning with the date of the termination of the tenancy, apply to the President of the Central Association of Agricultural Valuers for the appointment of an arbitrator by him.
4. In determining the amount of compensation due on termination of this Agreement regard is to be had to the guidance at that time issued by the CAAV, including that in CAAV Numbered Publications 217 (Commentary on the Valuation of Improvements under the Agricultural Tenancies Act 1995) and 183 (Silage).

SCHEDULE 9

BASIC PAYMENT ENTITLEMENTS MADE AVAILABLE TO THE TENANT BY THE LANDLORD Under Clause 3.2

This Schedule is for the parties to record their interests in and agreed treatment of any assets already created under the Basic Payment Scheme such as entitlements.

1. Where there is no transfer from Landlord to Tenant or vice versa on grant or on termination
 - 1.1 The parties agree that:
 - 1.2 There shall be no transfer of Entitlements by virtue of the terms of this Agreement or the Tenancy created by it from the Landlord to the Tenant or vice versa
 - 1.3 The Tenant shall take all necessary steps to ensure that the area of the Holding eligible for payments under the Basic Payment Scheme does not fall below 2.91 hectares
 - 1.4 The Tenant shall be entitled to receive and retain any Basic Payment Scheme payments made after the end of the Term but derived from a claim lawfully submitted by the Tenant in respect of the Tenant's final year of occupation of the Holding and the Landlord shall take all necessary steps to comply with the terms of the Basic Payment Scheme and in particular the Cross Compliance requirements to ensure receipt by the Tenant of such sums

SIGNED by the TENANT

} BANKS

**For and on behalf of
DOWNTON ESTATE**

in the presence of

Michael Stiles

SECRETARY

TO THE ESTATE OFFICE

POOLS FARM

DOWNTON ON THE ROCK

MUDLOW . 548 2TH .

WITNESS' NAME

WITNESS' OCCUPATION

WITNESS' ADDRESS

SIGNED by the LANDLORD

}

MR IAN SHARRATT

in the presence of

.....

.....

.....

WITNESS' NAME

WITNESS' OCCUPATION

WITNESS' ADDRESS

SIGNED by the LANDLORD

}

MRS JANEY SHARRATT

in the presence of

.....

.....

.....

WITNESS' NAME

WITNESS' OCCUPATION

WITNESS' ADDRESS

SIGNED by the TENANT

}.....

in the presence of

.....
.....
.....

**For and on behalf of
DOWNTON ESTATE**

WITNESS' NAME

WITNESS' OCCUPATION

WITNESS' ADDRESS

SIGNED by the LANDLORD

} *Ian Sharratt*
.....

in the presence of

CHRISTIAN DEINKWATER
ARCHITECT
12 EASTWOOD ROAD, LONDON
E18 1SW.

MR IAN SHARRATT

WITNESS' NAME *[Signature]*

WITNESS' OCCUPATION

WITNESS' ADDRESS

SIGNED by the LANDLORD

} *Janey Sharratt*
.....

in the presence of

CHRISTIAN DEINKWATER
ARCHITECT
12 EASTWOOD ROAD, LONDON
E18 1SW.

MRS JANEY SHARRATT

WITNESS' NAME *[Signature]*

WITNESS' OCCUPATION

WITNESS' ADDRESS

The status of England's Local Wildlife Sites 2018



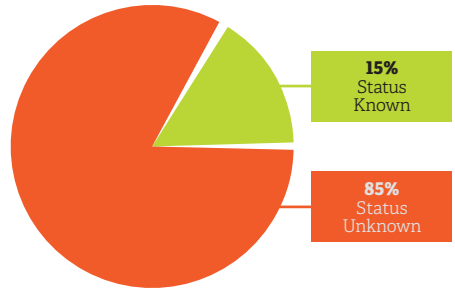
How many Local Wildlife Sites are there?

43,992 Sites, totalling **611,000 hectares**.
That's the same as...



What state are they in?

For 85% of the 43,992 Local Wildlife Sites, their status is not known.



What are the threats?

Lack of management is by far the biggest threat to Local Wildlife Sites (LWS). But the wrong kind of management and development also continue to present a significant threat in over half the LWS partnership areas.



Lack of Resources to identify, manage and protect Local Wildlife Sites **remains a major issue for 98% of responding partnerships.**



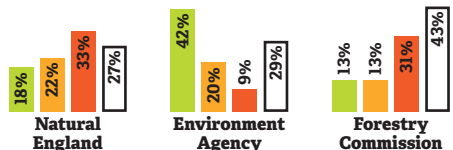
Of the 6,815 Sites we know were monitored, 12% were reported lost or damaged

Does the Government help?

Natural England is involved in at least 56% of LWS partnerships, the **Environment Agency** in at least 44%, and the **Forestry Commission** in at least 26%.



What % of partnerships believe **Statutory Agencies take LWS into account** when responding to planning/licensing applications.



Local Government

Local authority financial contributions to Local Wildlife Site partnerships **range from £0- 30,000 per annum.**

The number of **local authorities (146)** making **no financial contribution** to their Local Wildlife Site partnership has **increased by at least 10%** since the 2014 survey.



The status of England's Local Wildlife Sites 2018



Report of results





Status of Local Wildlife Site Systems 2017

The Wildlife Trusts believe that people are part of nature; everything we value ultimately comes from it and everything we do has an impact on it. Our mission is to bring about living landscapes, living seas and a society where nature matters.

The Wildlife Trusts is a grassroots movement of people from a wide range of backgrounds and all walks of life, who believe that we need nature and nature needs us. We have more than 800,000 members, 40,000 volunteers, 2,000 staff and 600 trustees. For more than a century we have been saving wildlife and wild places, increasing people's awareness and understanding of the natural world, and deepening people's relationship with it.

We work on land and sea, from mountain tops to the seabed, from hidden valleys and coves to city streets. Wherever you are, Wildlife Trust people, places and projects are never far away, improving life for wildlife and people together, within communities of which we are a part. We look after more than 2,300 nature reserves, covering 98,500 hectares, and operate more than 100 visitor and education centres in every part of the UK, on Alderney and the Isle of Man.

Acknowledgements

We wish to extend our thanks to everyone who took the time to complete a questionnaire. Thank you also to Gertruda Stangvilaite, for helping to coordinate the survey during her time volunteering with The Wildlife Trusts.

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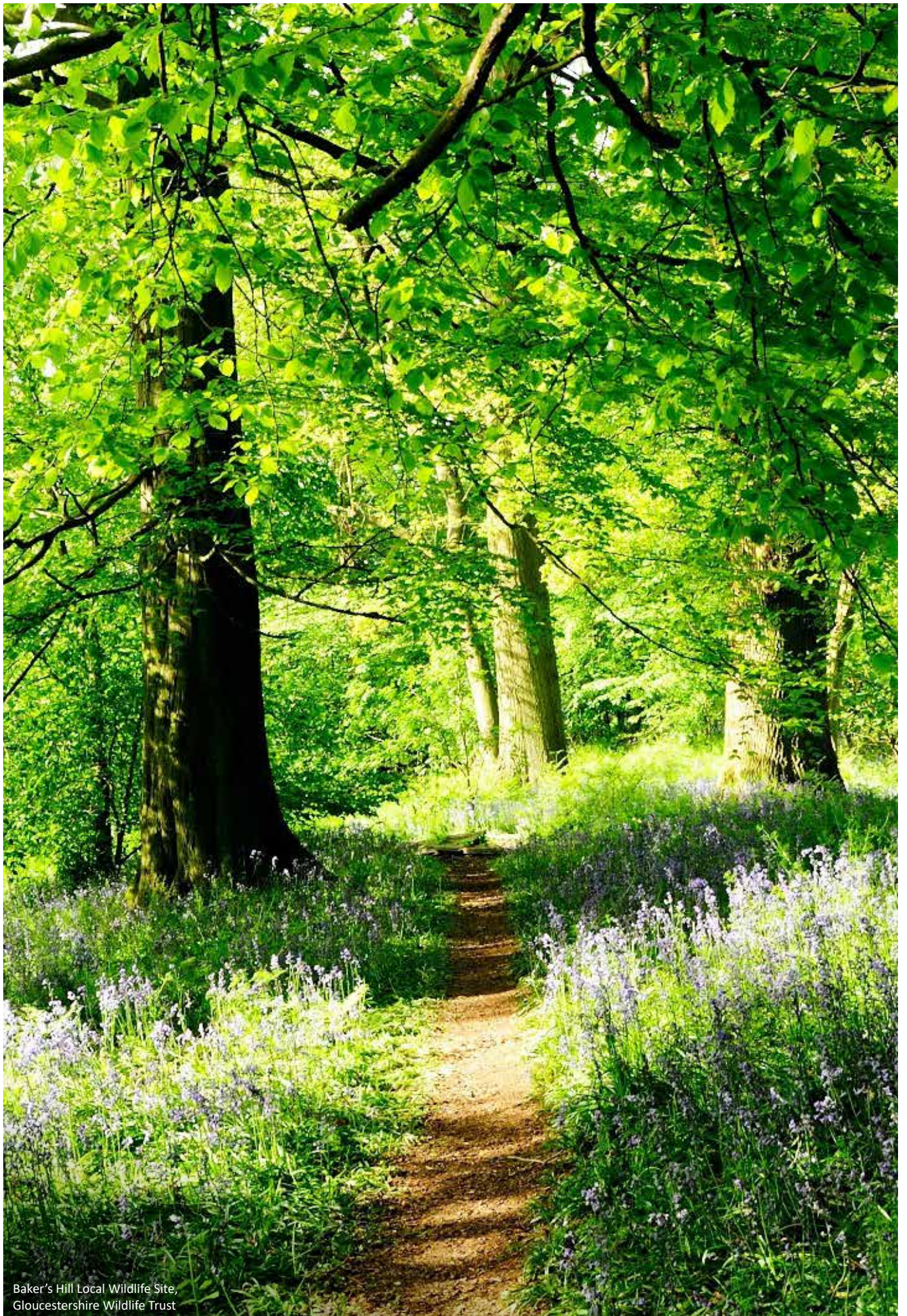


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Baker's Hill Local Wildlife Site,
Gloucestershire Wildlife Trust

1. Executive Summary

This survey of Local Wildlife Site systems across England was conducted by The Wildlife Trusts in 2017/18. There are currently 55 administrative boundaries for Local Wildlife Site systems and completed questionnaires were received from 46 of these, although not all those that responded answered every question, so results should be treated as a minimum.

1.1 Local Wildlife Site coverage

There are more than 43, 992 Local Wildlife Sites, covering at least five per cent of England's land area.¹

1.2 Local Wildlife Site systems

Defra² recommends that Local Wildlife Site systems should be based on a partnership approach. At least 80% of the Local Wildlife Site partnerships include one or more local authorities (county, unitary, metropolitan borough or district/borough). The Wildlife Trust and Local Records Centres are partners in more than 70% of partnerships (at least 73% and 71% respectively) but Natural England are cited as partners in only 56% of those partnerships that responded to this question.

1.3 Landowner advice and support

Guidance from Defra states that once Local Wildlife Sites are identified, the partnership should promote the appropriate management of sites and provide support and advice to landowners and/or tenants. At least 12 partnerships provide general landowner advice and support for all their sites; three partnerships provide site specific advice to landowners for every site; and two partnerships provide advice/assistance with agri-environment scheme applications for all sites. Many more partnerships provide advice/support for some of the sites in their area and some will do so on request only. Based on the responses received, the owners of at least 907 Local Wildlife Sites (just 2.1% of England's total) received advice in the last year. A much greater number of Local Wildlife Sites (5,521 – 13% of England's total) were in areas where it was confirmed no advice was given to landowners in the last year. But the lack of information received in response to this question means we still do not have a clear picture of the amount of landowner advice and support provided for the majority of Local Wildlife Sites in England.

1.4 Monitoring

Defra recommends that Local Wildlife Site partnerships should establish a process for monitoring the condition of selected sites. During 2017, it was reported that only 1,594 Local Wildlife Sites were monitored (3.6% of England's total). This is lower than the number of sites monitored in the year preceding the previous two surveys of LWS systems in 2014 and 2011 and is likely to be a result of the decrease in funding. But the lack of information received in response to this question from a large number of partnerships means we still do not have a clear picture about the true scale of Local Wildlife Site monitoring in England.

1.5 Protection of Local Wildlife Sites

While they have no direct legal protection, Local Wildlife Sites should receive protection through the planning system. National planning policy³ requires local authorities to identify, map and safeguard LWS through local policy and decision making. A total of 36 partnerships stated that all the local plans in their Local Wildlife Site area included policies to protect Local Wildlife Sites. A further four partnerships said that some local plans in their area provide policy protection for Local Wildlife Sites. When quizzed whether these policies were implemented effectively or not, four partnerships replied 'yes', and 20 replied 'usually'. No partnerships reported that they were not implemented effectively and 16 partnerships stated that some of the plan policies were and some weren't implemented effectively; highlighting the importance of following through/overseeing the process of local policy.

¹ This figure is calculated using the total area of LWS provided by respondents to the survey and Natural England's figure of 13,039,500 hectares for England's total land area.

² Defra (2006) Local Sites: Guidance on their identification, selection and management

³ At the time of the survey this was National Planning Policy Framework (2012), now updated to: MHCLG (2018) National Planning Policy Framework

1.6 Threats to Local Wildlife Sites

The biggest perceived threats to Local Wildlife Sites are lack of management (41 partnerships) and inappropriate management (32 partnerships). Development is also seen as a major threat to Local Wildlife Sites with more than half (30) of the Local Wildlife Site partnership areas citing indirect impacts and 29 direct impacts of development as a key concern. All of these issues are aggravated by a lack of information about Local Wildlife Sites and the underpinning lack of resources needed to ensure their identification, protection and management.

1.7 Loss and damage of Local Wildlife Sites

The following results are from only 20 partnerships (unless otherwise stated) and so are likely to be under the true values. However, they do provide minimum figures, helping gauge the trend of minimum decline and loss of sites. In the five years between 2013 and 2017, 843 Sites were lost/partially lost and/or damaged and 353 of these occurred during 2017.

1.8 Staff

Based on the 33 partnerships that responded to this question, there were just 11.5 full-time paid staff working on Local Wildlife Sites between January – December 2017. A further 92 paid staff have worked on Local Wildlife Sites in a part-time capacity since January 2017. During the same period more than 147 volunteers have worked in either a part-time or full-time capacity across Local Wildlife Site partnerships.

1.9 Resources

A large majority (40) of partnerships stated that they did not have sufficient resources to ensure the identification, management and protection of Local Wildlife Sites in their area, only one said they did. Further resources are required primarily for survey and monitoring, secondly for landowner advice and support and thirdly for practical land management and assistance. At least 146 local authorities are providing no financial support towards Local Wildlife Site systems in their area – an increase by at least 10% since the last LWS survey in 2014. Eight partnerships received direct financial support from Natural England; 11 from the Environment Agency and one from the Forestry Commission.



Blood-vein moth
Hickinwood Field and Pond, Kieron Huston

2. Introduction

2.1 What are Local Wildlife Sites and why are they so important?

Local Wildlife Sites are sites with 'substantive nature conservation value'. They are defined areas, identified and selected locally for their nature conservation value, based on important, distinctive and threatened habitats and species that have a national, regional and importantly, a local context.

Found on both public and private land, Local Wildlife Sites vary in size and shape from small ponds and copses and linear features such as hedgerows, road verges and water courses to much larger areas of habitat such as ancient woodlands, heaths, wetlands and grassland. Collectively, they play a critical role in the conservation of the UK's natural heritage by providing essential wildlife refuges in their own right and by acting as stepping stones, corridors and buffer zones to link and protect other site networks and the open spaces of our towns and countryside.

Local Wildlife Sites are vitally important for wildlife and people alike. Many studies have shown how they add value to local communities and contribute significantly to our quality of life, health, well-being and education. While many are private, and or out of reach - the very existence of this network of thousands of areas of natural habitat across the country, contributes to the wildlife we find in our gardens, parks and other public natural spaces. Ultimately, they also provide some of the natural services we rely on to maintain a healthy and sustainable environment; such as clean air and water, pollinators and food production, and flood resilience.

Along with our statutory protected sites, such as Sites of Special Scientific Interest (SSSIs) and National Nature Reserves, Local Wildlife Sites represent the core areas where much of England's wildlife now resides, offering vital havens for a wealth of wildlife including many threatened and declining plants. As changes in land-use have eroded and fragmented the wildlife-rich expanse of habitats that once covered the country, these places are now refuges for wildlife - remnant 'islands' in a 'sea' of intensively managed urban, coastal and rural landscapes. Some habitats such as wildflower meadows, mires, fens and wet woodlands are now so scarce that the majority qualify for Local Wildlife Site status as a minimum. But no matter how rich in wildlife they are on their own, these sites are not enough to sustain wildlife populations indefinitely.

This year, the Government launched a 25 Year plan for the environment⁴, which included a commitment to develop a Nature Recovery Network to connect our best wildlife sites and to overcome their isolation and fragmentation. We know that in order to make enough space for nature and to allow it to recover from huge losses over the past fifty years, we need to create more places for wildlife to live, over bigger areas, to manage these better and to join them up⁵. A Nature Recovery Network should put this into practice in a nationwide plan for nature. A nationwide set of local nature recovery maps which include Local Wildlife Sites along-side SSSIs and National Nature Reserves would be the key to making this happen.

2.2 What is a Local Wildlife Site System?

A Local Wildlife Site system is the partnership-based approach for identifying, selecting, assessing, monitoring and protecting Local Wildlife Sites. Systems are most commonly administered on a county or unitary authority scale and their efficient delivery requires access to a large volume of up-to-date information and data.

To ensure site protection and system and site integrity, all systems should have clearly documented procedures with defined partnership roles and mechanisms for delivery. These should be developed and adapted to suit local circumstances in line with agreed national common standards⁶ to help increase consistency and understanding.

Local Wildlife Site systems select all sites that meet the assigned criteria, unlike Sites of Special Scientific Interest (SSSI), which for some habitats are a representative sample of sites that meet the national standard. Consequently, many sites of SSSI quality are not designated and instead are selected as Local Wildlife Sites. For some counties, Local Wildlife Sites are amongst the best sites for biodiversity and they form important linkages between other core areas. Therefore, it is essential that the different status assigned to Local Wildlife Sites should not lessen the perception of their importance and the vital role they play in conserving our natural heritage.

⁴ HM Government (2018) A Green Future: Our 25 Year Plan to Improve the Environment

⁵ Lawton, J (2010). Making Space for Nature: A Review of England's Wildlife Sites and Ecological Network. Submitted to Secretary of State (Defra)

⁶ Defra (2006) Local Sites: Guidance on their identification, selection and management' in 2006. Although archived, Defra has advised that this has not been withdrawn and remains the most current national guidance on LWS.

2.3 Purpose of the survey

This survey explores the status of Local Site systems across England. The results are presented in section four and where relevant, some sections are accompanied by extracts from Defra's Local Sites Guidance (2006) to give an indication of how current practice in England relates to National standards. The information gathered is used primarily to support the case for better recognition, support and protection for Local Wildlife Sites in policy and land management decisions. The findings of the 2017 survey have already provided vital underpinning evidence to successfully campaign for Local Wildlife Site policy to be included within the revised National Planning Policy Framework⁷.

3. Survey Method

The number of administrative boundaries for Local Wildlife Site systems was identified and an appropriate contact within each, was invited to complete a questionnaire. Administrative boundaries refer to the local authority areas that are covered by a single system or in the case where no system activity exists, the local authority areas that should be covered by a system.

In some counties, a number of independent systems share common site selection criteria. In these instances, a suitable county contact was identified and asked to complete a questionnaire. The survey treated London as a single system on the advice of a number of London Boroughs and London's Environmental Records Centre (GiGL).

In developing the questionnaire for the 2017 status of Local Wildlife Site systems survey, feedback on previous questionnaires was used to improve existing questions and to introduce new ones.

Questionnaires were sent out during November 2017 with a return deadline of mid-December. Contacts who did not respond by the deadline received a follow-up email and a subsequent telephone call in order to maximise the response rate. Questionnaires not returned by the March 2018 were recorded as non-responders.



⁷ MHCLG (2018) National Planning Policy Framework.

4. Survey Results

4.1 Coverage and scope

4.1.1 Administration boundaries for Local Wildlife Site systems

A total of 55 administrative boundaries for Local Wildlife Site systems were identified in England, with all London Boroughs treated as a single administrative boundary. Collectively the 55 partnerships cover all local authority areas in England, with a few exceptions⁸. Some partnerships are more active than others, with several stating they are currently dormant⁹ because of lack of funding. Completed questionnaires were received from 46 of the 55 partnerships¹⁰, making answers that were completed by all respondents 84% reliable. However, it should be noted that not all those that completed the questionnaire answered every question.

4.1.2 Number and area of Local Wildlife Sites

There are more than 43,992 Local Wildlife Sites in England, covering more than 611,000 hectares which equates to about 340,000 football pitches, almost four times the area of London.

At least five percent¹¹ of England's land area is Local Wildlife Site. This is a few percent less than the seven percent area that Sites of Special Scientific Interest account for. Some partnerships have quite substantial areas of land selected as Local Wildlife Sites. For example, 9% of the partnership area in both Cornwall and Hampshire is selected as Local Wildlife Site and in Rotherham almost 17% of its partnership land area is selected as Local Wildlife Site.

4.1.3 Ownership of Local Wildlife Sites

Based on the answers provided, the majority of sites (more than half) are owned by practicing farmers. Non-Government Organisations (NGOs) own the fewest. The ownership trends are consistent with those in the last three surveys (2014, 2011 and 2008). The exact figures are not included because a large proportion of partnerships did not provide a comprehensive response to this question and because some sites have multiple owners, thus decreasing the reliability and the clarity respectively. There was also some overlap of categories, with some NGOs also being practicing farmers eg The Wildlife Trusts.

For some partnership areas, the majority of Local Wildlife Sites are privately owned, for example, North Yorkshire, Worcestershire, Staffordshire, East Riding of Yorkshire, Shropshire and Devon. Systems where the majority of sites are in public ownership are Hull (88%) and Greater London (84%).



⁸ Exceptions include the areas covered by East Lindsey District Council; North York Moors National Park Authority; Yorkshire Dales National Park Authority; Northumberland National Park Authority; and parts of the Peak District and South Downs National Park Authorities.

⁹ Known dormant partnerships are Cumbria, West Sussex and Brighton and Hove. However, work has begun to re-establish the West Sussex and Brighton and Hove partnership.

¹⁰ Questionnaires were not returned by partnerships covering Brighton, Bristol, Buckinghamshire, Durham, Herefordshire, North Somerset, Surrey and York. While a questionnaire was received from Cumbria, it was not included in the analysis because only the headline questions were answered.

¹¹ This figure is calculated using the total area of LWS provided by respondents to the survey and Natural England's figure of 13,039,500 hectares for England's total land area.

4.2 Partners

Guidance on Local Sites recommends that the establishment and management of a Local Wildlife Site system should be based on a partnership approach involving organisations which have an interest in biodiversity conservation and that the Local Wildlife Site system partnership should include representation from landowners or their representative bodies, as well as local authorities, statutory bodies and voluntary organisations.

Organisations that make up the partnerships vary from location to location. Local authorities (one or more of county, unitary, metropolitan, district/borough) are partners in at least 80% of all Local Wildlife Site partnerships; Wildlife Trusts in at least 73%; Local Records Centres in at least 71%; and Natural England in at least 56%. Formal partnerships can comprise more than 13 members, although for most, the number of partners is between 5 and 8. Table 1 provides a more detailed list of the types of partners and their level of engagement with Local Wildlife Site systems in England.

Table 1 The number and proportion of systems where each partner type is engaged

| Organisation | Total number of partnerships where partner type engaged | Percentage of partnerships in England |
|--|---|---------------------------------------|
| A local authority (one or more of county, unitary, metropolitan, district/borough) | 44 | 80% |
| Wildlife Trust | 40 | 73% |
| Local Environmental Records Centre | 39 | 71% |
| Natural England | 30 | 56% |
| Unitary Authority | 25 | 46% |
| County Council | 24 | 44% |
| Environment Agency | 24 | 44% |
| District/ Borough Councils | 23 | 42% |
| Local specialists | 20 | 36% |
| Local Naturalist group | 16 | 29% |
| RIGS Group (or equivalent) | 15 | 27% |
| Forestry Commission | 14 | 26% |
| Local Nature Partnership | 8 | 15% |
| Metropolitan Borough(s) | 7 | 13% |
| Landowners/managers/tenant | 6 | 11% |
| RSPB | 5 | 9% |
| Academic/Research institutions | 4 | 7% |
| FWAG | 3 | 6% |
| National Parks Authority | 3 | 6% |
| Country Land and Business Association | 2 | 4% |
| National Farmers Union | 2 | 4% |
| AONB | 2 | 4% |
| IDBs | 2 | 4% |
| Others | 4 | 7% |

Only 45 partnerships answered this question, but results are presented as a percentage of all partnerships and should be treated as a minimum.

In terms of lead partners, at least 23 partnerships are led by a single organisation and at least 18 by a joint collaboration (based on 41 partnerships that answered this question). The range of organisations taking sole leadership is similar to 2014, but local authorities (county, unitary or metropolitan borough council) are the most frequent sole leader in a partnership, followed by The Wildlife Trust and Local Environmental Records Centre. Organisations most commonly involved in joint leadership were local authorities (county, unitary, metropolitan borough council or district/borough), Wildlife Trusts and Local Environmental Records Centres.

4.3 System procedures

4.3.1 Endorsement of Local Wildlife Sites

Once a Local Wildlife Site has been selected, at least 12 partnerships require further endorsement before the site can be adopted within the local plan, leaving at least 30 partnerships which don't require further endorsement once a site is selected against the criteria (based on 42 answers).

The organisations/individuals involved in the endorsement process vary across the partnerships. For two partnerships (Cambridgeshire and Lincolnshire) endorsement is required from the land/site owner before sites are ratified. The local authority is involved in endorsing or signing off selected sites for at least 10 partnerships (one of which (East Riding of Yorkshire) specified this would be the job of the council planning committee). Local Nature Partnerships play a role in endorsing LWS for at least two partnerships.

4.3.2 Responsibility for data

Digitised Local Wildlife Sites boundary data

Of the partnerships that provided information, Local Environmental Record Centres are the most commonly cited partner responsible for holding digitised Local Wildlife Site boundary data – adopting this role for at least 33 (60%) partnerships. One or more local authorities (county, unitary, metropolitan and/or district/borough) hold the data for at least 10 (18%) partnerships and Wildlife Trusts for at least 5 (9%) partnerships. For the majority of partnerships (31), this responsibility is undertaken by just one organisation. However, for 14 partnerships, more than one partner holds the data.

Access to the digitised Local Wildlife Sites boundary data

Access to the data varies. As with holding the data, Local Environmental Records Centres and local authorities are the most common organisations to have access to LWS data. Of the 44 partnerships that responded to this question, one or more local authorities (county, unitary, metropolitan and/or district/borough) have access to this data for 38 partnerships. A total of 30 partnerships make the data available to Wildlife Trusts. Statutory agencies receive the data to varying extents with 21 partnerships making it accessible to Natural England, 21 making it accessible to the Environment Agency and at least nine make it accessible to the Forestry Commission. At least 16 partnerships make the data available to local naturalist groups. Table 2 shows some of the main organisations that have access to LWS data through the partnerships.

Thymus polytrichus
Lots Lane Pasture, Derbyshire, Kieron Huston



Table 2: Table showing the types of organisations that have access to data across the partnerships

| Organisation | Access to data across the partnership | Percentage of partnerships (based on total number of partnerships) |
|--|---------------------------------------|--|
| A Local authority (CC, UA, metropolitan, district/borough) | 38 | 69% |
| Local Records Centre | 37 | 67% |
| Wildlife Trust | 30 | 55% |
| Unitary Authority | 27 | 49% |
| County Council | 24 | 44% |
| District/Borough Council(s) | 23 | 42% |
| Natural England | 21 | 38% |
| Environment Agency | 21 | 38% |
| Local naturalists/specialists | 16 | 30% |
| Forestry Commission | 9 | 16% |
| RIGS groups | 8 | 15% |
| Metropolitan Borough(s) | 6 | 11% |
| Water companies (through SLA) | 6 | 11% |
| Landowners/managers | 4 | 7% |
| National Park Authority | 2 | 4% |
| RSPB | 2 | 4% |
| AONBs | 2 | 4% |
| LNPs | 2 | 4% |
| Academic Research organisations | 2 | 4% |
| FWAG | 2 | 4% |
| CLA | 1 | 2% |
| BSBI | 1 | 2% |

Only 44 partnerships answered this question, but results are presented as a percentage of all partnerships and should be treated as a minimum.



4.4 Landowner advice

Guidance from Defra is that once sites are identified, the partnership should promote their appropriate management and provide support and advice to landowners and/or tenants.

4.4.1 Advice given in the last year

The owners of at least 907 Local Wildlife Sites (2.1% of England's total) have received advice in the last year. Nine partnerships confirmed that no advice had been provided in the last year. The collective number of sites in the areas where no advice has been given in the last year, is at least 5,521 (13% of England's total). But the lack of information received in response to this question means we still do not have a clear picture about the amount of landowner advice and support provided for the majority of Local Wildlife Sites in England.

4.4.2 Advice given in the last five years

The owners of at least 3,874 Local Wildlife Sites (8.8% of England's total) have received advice in the last five years. Three partnerships confirmed that no advice had been provided in the last five years. The collective number of sites in the areas where no advice has been given in the last five years is a minimum of 3,426 (8.3% of England's total).

General advice: At least 32 (58%) of partnerships provide general landowner advice and support compared with at least ten (18%) that do not. Of those known to provide general advice, 12 (at least 22% of all partnerships) provide this for all sites, at least 9 (16% of all partnerships) for some, and at least 11 (20% of all partnerships) on request.

Site specific advice: At least 28 (51%) partnerships provide site specific land management advice compared with at least 13 (24%) that do not. Of those known to provide site specific advice, three (at least 6% of all partnerships) provide this for all sites; 10 (at least 18% of all partnerships) provide it for some sites and 15 (at least 27% of all partnerships) provide it on request.

Management plans: At least 24 (44%) partnerships provide specific management plans to landowners/tenants compared with at least 18 (at least 33% of all partnerships) that do not. Of those that provide management plans, one provides this for all sites; 8 (at least 15% of all partnerships) provide it for some sites; and 15 (at least 27% of all partnerships) provide it on request.

Advice and assistance with agri-environment scheme applications: At least 25 (46%) of partnerships provide advice/assistance with agri-environment scheme applications compared with at least 18 (33%) that don't. Of those that provide assistance, two (at least 4% of partnerships) provide this for all sites; 6 (at least 11% of all partnerships) provide it for some sites; 17 (at least 31% of partnerships) provide it on request.

4.4.3 The constraints limiting landowner advice

No funding/limited funding was identified as the most common constraint restricting the ability of partnerships to liaise with landowners by at least 41 partnerships (75%). This is closely followed by both lack of time and the availability of staff/volunteers (at least 66% of partnerships). To a lesser degree but still significant; not knowing the landowner (at least 44% of partnerships), access denied by the landowner (at least 36% of partnerships), irregular contact with landowners (at least 35% of partnerships) and lack of incentives (at least 19% of partnerships) were also considered to be constraints by some partnerships.

4.4.4 Regional trends on liaising with landowners

Based on the responses received, all regions require more *resources for landowner advice and support*. With at least two partnerships in every region and 100% of partnerships in four regions (East Midlands, North East, North West and West Midlands) citing *lack of capacity* (time and availability of staff and/or volunteers) as a major constraint. At least one partnership in every region and 100% of partnerships in the Eastern region stated that *not knowing the landowner* was a key constraint. Being *denied access* by the landowner is an issue for at least one partnership in every region except for the North East, where this wasn't seen as a constraint.

4.4.5 Targeting advice

Table 3 shows how advice is targeted. At least 28 (52%) partnerships offer advice on request and 11 (20%) on a rolling programme. Strategic approaches to targeting advice are also adopted by some partnerships, with at least 12 (22%) targeting advice according to the site's proximity/relationship to landscape-scale conservation approaches (eg Nature Improvement Areas, Living Landscape schemes) and targeting advice on sites that are either not (at least 7% of partnerships) or that are (at least 6% of partnerships) in agri-environment schemes or Woodland Grant Schemes.

Table 3 To show how advice is targeted across the partnerships (some partnerships use more than one approach)

| How advice is targeted (some partnerships use more than one method) | Number of partnerships | Percentage of total number of partnerships |
|--|------------------------|--|
| On request | 28 | 51% |
| Areas covered by specific project funding or campaigns | 19 | 35% |
| During integrity monitoring or following survey | 19 | 35% |
| Sites with planning issues or under threat | 17 | 31% |
| Proximity/relationship to landscape scale conservation approaches (eg NIAs, Living Landscapes, Futurescapes) | 12 | 22% |
| On a rolling programme | 11 | 20% |
| It isn't | 10 | 18% |
| Sites that are not in Agri-environment Schemes or Woodland Grant Schemes | 4 | 7% |
| Sites in Agri-environment Schemes or Woodland Grant Schemes | 3 | 6% |
| Proximity to Wildlife Trust Reserves or other Nature Reserves | 2 | 4% |
| Other | 2 | 4% |

Only 44 partnerships answered this question, but results are presented as a percentage of all partnerships and should be treated as a minimum.



4.5 Monitoring

4.5.1 Local Wildlife Sites monitored in the last year

Partnerships reported that 1,594 Local Wildlife Sites (3.6% of England's total) were monitored to assess their status in the last year. Four partnerships confirmed that no monitoring was undertaken in the last year. The collective number of sites in the areas where partnerships listed no monitoring of any sites has been undertaken in the last year is 2,481 (6% of England's total). A further 8 partnerships provided no answer to this question, accounting for 6,579 Wildlife sites (15% of England's total).

4.5.2 Local Wildlife Sites monitored in the last five years

Partnerships reported that 6,815 Local Wildlife Sites (15.5% of England's total) were monitored to assess their status in the last five years. Three partnerships confirmed that no monitoring was undertaken in the last five years. The collective number of sites in the partnership areas where no monitoring has been undertaken in the last five years is 2,223 (5% of England's total), a further 11 partnerships provided no answer to this question accounting for 10,268 (23% of England's total).

The lack of information received in response to this question from a large number of partnerships, means we still do not have a clear picture about the true scale of Local Wildlife Site monitoring in England.

4.6 Links to planning and other initiatives

4.6.1 Local Plan policies

A total of 36 partnerships stated that all the local plans in their Local Wildlife Site areas included policies to protect Local Wildlife Sites and four partnerships stated that protection policies were included in some plans in their area but not others, making protection of sites variable within a system area.

4.6.2 Implementation of Local Plan policies

When quizzed whether these policies were implemented effectively or not, four partnerships replied 'yes all' and 20 replied 'usually'. No partnerships reported that plan policies in their area were not implemented effectively and 16 partnerships stated that some of the plan policies were and some were not.

4.6.3 Green Infrastructure Strategy

A total of 15 partnerships stated that local authorities (in their partnership area) have a Green Infrastructure¹² Strategy and 12 partnerships stated that some local authorities in their area did have a strategy and some did not. A total of five partnerships reported that there was no Green Infrastructure Strategy for their area at all.

4.6.4 Local Ecological Network

A total of 17 partnerships stated that the local authorities or Local Nature Partnership in their partnership area had identified and mapped local ecological networks¹³ as part of the local plans in their area, 14 stated that some local authorities had and some hadn't. A further two reported that local ecological network maps had been produced for the area, but these hadn't yet been incorporated into the local plans, which were at varying stages of development. Seven reported that there had been no local ecological network identified or mapped within their partnership area.

4.6.5 Inclusion of Local Wildlife Sites within local ecological networks maps

When quizzed whether these local ecological network maps included Local Wildlife Sites, 25 partnerships reported they did, seven stated that some local authorities in their partnership area did include them and some did not and one partnership stated that LWS were not included.

¹² Green Infrastructure as defined by the National Planning Policy Framework is: A network of multi-functional green space, urban and rural, which is capable of delivering a wide range of environmental and quality of life benefits for local communities.

¹³ Ministry of Housing, Communities and Local Government (2018) Paragraph 174a, National Planning Policy Framework

4.6.6 Recognition by statutory agencies in planning and licensing applications

There was a marked difference between statutory agencies and whether or not they take account of Local Wildlife Sites when responding to Planning applications and/or licensing applications. More than half (23) of the 41 partnerships that responded stated that the Environment Agency (EA) always took account of Local Wildlife Sites when responding to planning/licensing applications compared with five partnerships that stated EA never did. By contrast, less than a quarter of partnerships (10 and 7 partnerships respectively) reported that Natural England (NE) and Forestry Commission (FC) always take account of LWS. A far greater number reported that LWS were never taken into account by NE (18 partnerships) and FC (17 partnerships) when responding to planning/licensing applications.

4.6.7 Local Wildlife Sites wholly or partly in management schemes

Twenty one partnerships did not know whether Local Wildlife Sites in their area were in management schemes. For those partnerships that did provide an answer, the most common management scheme cited was Woodland Grant Scheme with 1,189 sites included across 11 partnerships. This is followed by Higher Level Stewardships with 952 sites included over 9 partnerships, and Entry Level Stewardship with 576 sites included over 8 partnerships. Given the level of response, these figures should be considered as an absolute minimum.

4.6.8 Main threats to the loss and/or damage of Local Wildlife Sites

The two biggest perceived threats to Local Wildlife Sites are lack of management (at least 41 partnerships) and inappropriate management (at least 32 partnerships). Development is also seen as a major threat to sites with at least 30 partnerships citing indirect impacts of development and 29 direct impacts as a threat to Local Wildlife Sites. All of these issues are aggravated by a lack of information about Local Wildlife Sites and the underpinning lack of resources needed to ensure their identification, protection and management.

All regions regard lack of management and inappropriate management as a threat and 100% of the partnerships in six out of eight regions concurred that lack of management is perceived to be a threat. The direct impacts of development are considered a threat in all regions. But this is of particular concern in the North East (100% of partnerships) and for all but one partnership in both the West Midlands and the North West. Indirect impacts of development were also a concern across every region, particularly in the North West and Eastern regions where this is a concern for 100% of partnerships.



Pymore Reedbed overgrowing due to lack of management - it has since been restored by Dorset Wildlife Trust
Dorset Wildlife Trust

4.6.9 Local Wildlife Sites actually lost and/or damaged

In the context of this report, damage can range from destruction of all or part of a Local Wildlife Site, to a decline in habitat quality and species-richness. The following results are from only 20 partnerships and so likely to be under the true values. However, they do provide minimum figures, helping gauge the trend of decline and loss of sites. A total of 353 Local Wildlife Sites were lost/partially lost and or damaged during 2017, of which at least 16 were lost altogether. In the last five years between 2003 and 2017, 843 Local Wildlife Sites were lost/partially lost and/or damaged, of which at least 87 were lost altogether.

Table 4: Perceived threats to Local Wildlife Sites

| Threat | Number of partnerships | Percentage of partnerships |
|--|------------------------|----------------------------|
| Lack of management | 41 | 76% |
| Inappropriate management | 32 | 58% |
| Indirect impacts of development eg recreational pressure, cat predation and nitrogen deposition. | 30 | 55% |
| Direct impacts of development | 29 | 53% |
| Intensification of land use practice | 24 | 44% |
| Access/recreation | 18 | 33% |
| Invasive species | 18 | 33% |
| Other agricultural practice | 15 | 27% |
| Pollution | 12 | 22% |
| Ploughing | 11 | 20% |
| Service operations (e.g. highways, gas works etc.) | 8 | 15% |
| Vandalism | 7 | 13% |

Not all partnerships answered this question, percentages are based on all 55 partnerships and should be treated as a minimum



Loss and damage by area

Some partnerships have experienced greater losses and damage to Local Wildlife Sites than others, for example in:

One year in 2017:

Devon: Out of the 142 sites monitored (seven percent of Devon's total), up to 40 (28 percent of those monitored) were found to be damaged or declining in quality and four had been lost altogether.

Dorset: Out of the 44 sites monitored (three percent of Dorset's total), 11 (25% of those monitored) were found to be damaged or declining in quality.

Hampshire: Out of the 120 sites monitored (three percent of Hampshire's total), 18 (15% of those monitored) were found to be damaged or declining in quality and one has been lost altogether.

Northamptonshire: Out of the 25 sites monitored (four percent of Northamptonshire's total), 3 (12% of those monitored) were found to be damaged or declining in quality and one had been lost altogether.

Nottinghamshire: Out of the 160 sites monitored (11% of Northamptonshire's total), 19 (12% of those monitored) were found to be damaged or declining in quality and three had been lost altogether.

The last five years between 2013 and 2017:

Berkshire: Out of the 95 sites monitored (12% of Berkshire's total), 10 (11% of those monitored) had been lost altogether.

Derbyshire: Over the last five years there have been 212 Local Wildlife Sites listed as declining in quality.

Devon: Out of the 521 sites monitored (25% of Devon's total), more than 200 were found to be damaged or declining in quality and 18 (3% of those monitored) had been lost altogether.

Dorset: Out of the 392 sites monitored (31% of Dorset's total), 70 (18% of those monitored) were found to be damaged or declining in quality and seven of these had been partially lost. A further five had been lost altogether.

Kent: Out of the 106 sites monitored (23% of Kent's total), 34 (32% of those monitored) were found to be damaged or declining in quality.

Northamptonshire: Out of the 132 sites monitored (20% of Northampton's total), 13 (10% of those monitored) were found to be damaged or declining in quality and two had been lost altogether.

Northumberland: Out of the 260 sites monitored (93% of Northumberland's total), 5 (2% of those monitored) were found to be damaged or declining in quality and five had been lost altogether.

Oxfordshire: Out of the 141 sites monitored (38% of Oxfordshire's total), 32 (23% of those monitored) were found to be damaged or declining in quality and eight had been lost altogether.

Sheffield: Out of the 130 sites monitored (51% of Sheffield's total), 25 (19% of those monitored) were found to be damaged or declining in quality and three had been lost altogether.

Shropshire: Out of the 286 sites monitored (42% of Shropshire's total), 124 (43% of those monitored) were found to be damaged or declining in quality and 11 had been lost altogether.

Wiltshire: Out of the 340 sites (22% of Wiltshire's total) monitored, four were found to be lost.

4.7 Resources

4.7.1 Staffing levels

A total of 11.5 full-time paid staff, over 10 partnerships, worked on Local Wildlife Sites in England in 2017 (based on the 33 partnerships that responded). Although full-time, many of these had other duties beyond Local Wildlife Site work. In addition, a minimum of 92 part-time paid staff worked on Local Wildlife Sites during the same period. This distribution is not geographically even, so the average is not a good representation, with at least two partnerships having no dedicated paid workers taking responsibility for Local Wildlife Sites and others having as many as eight part-time paid workers.

4.7.2 Volunteer levels

At least 24 Local Wildlife Site partnerships make use of volunteers, with at least 147 volunteers working on Local Wildlife Site systems in either a part-time or full-time capacity between in 2017.

4.7.3 Local Authority contributions

The financial contributions made by local authorities to individual Local Wildlife Site systems can be seen in Table 5. Each partnership may receive several amounts of funding from different authorities.

Out of the 36 respondents, 22 Local Wildlife Site partnerships reported that their system received direct financial contributions from one or more local authorities in their partnership area compared with fourteen that did not.

When the contributions made by individual local authorities are considered, it can be seen from Table 5 that, at least 60 local authorities contributed up to £5,000 during 2017, with at least 33 contributing more than £5,000. The highest amount contributed by one local authority was £30,000. At least 146 local authorities make no financial contribution to the running of the Local Wildlife Site system in their area. The number of local authorities not making a direct financial contribution to the LWS partnership has increased by at least 10% since the last LWS survey in 2014.

Table 5 To show the financial contributions to Local Wildlife Site systems by local authorities in 2017

| Financial contribution | Number of local authorities* |
|------------------------|------------------------------|
| None | 146 |
| £1 - £1000 | 6 |
| £1,001 - £5000 | 54 |
| £5,001 - £10,000 | 25 |
| £10,001 - £20,000 | 4 |
| £20,001 and more | 4 |

*All figures should be treated as a minimum as not all respondents provided a figure for the number of local authorities making a contribution/or not.

Other resources received by Local Wildlife Site partnerships from local authorities in 2017 are listed below. 23 Partnerships provided details to this open question and some listed more than one resource:

- Time (11 partnerships)
- Office space (9 partnerships)
- Equipment (six partnerships)
- Support eg. IT, Officers (four partnerships)
- Support for Local Environmental Records Centres, software licenses, mapping etc (seven partnerships)

Other individual systems also reported that they received resources in the form of survey work; and adhoc financial contributions for meetings and mileage or indirect payments which support LWS through wider Service Level Agreements.

4.7.4 Statutory Agency contributions

Natural England: Of the 41 partnerships that responded, just one stated it received financial support (of between £10,001-£20,000) from Natural England during 2017. Six partnerships listed 'other' contributions in the form of officer time attending LWS panel meetings; provision of advice; and targeted survey/site visit in relation to EIA and SSSI designation.

Environment Agency: Of the 40 partnerships that responded, eleven stated they received financial support from the Environment Agency 2017: eight partnerships received between £1,001-£5,000; and three partnerships received between £5,001-£10,000. One partnership listed 'other' contributions in the form of officer time attending LWS panel meetings.

Forestry Commission: Of the 40 partnerships that responded, one received a direct financial contribution from the Forestry Commission of between £1 and £1,000. One partnership listed 'other' contributions in the form of officer time attending LWS panel meetings. But 37 partnerships stated they received no resources at all from the Forestry Commission.

4.7.5 Further resources

When asked specifically whether they had sufficient resources to ensure the identification, management and protection of Local Wildlife Sites in their area, 40 of the 41 partnerships that provided a response, stated that they did not have sufficient resources and only one stated they did. However, this partnership still identified areas where further resources were needed.

Of the 41 partnerships that provided a response, the majority stated that additional resources were needed for survey and monitoring (36 partnerships), landowner advice and support (35 partnerships); and practical land management assistance (34 partnerships). Just under half the partnerships identified further resources were also needed for site protection (19 partnerships); site selection (18 partnerships); and data/information management (18 partnerships).



5. Further Information

For further information on Local Wildlife Sites or this report, please contact:

The Wildlife Trusts
The Kiln
Waterside
Mather Road
Newark
Nottinghamshire
NG24 1WT

Tel: 01636 677711
Fax: 01636 670001
Email: rhackett@wildlifetrusts.org
www.wildlifetrusts.org

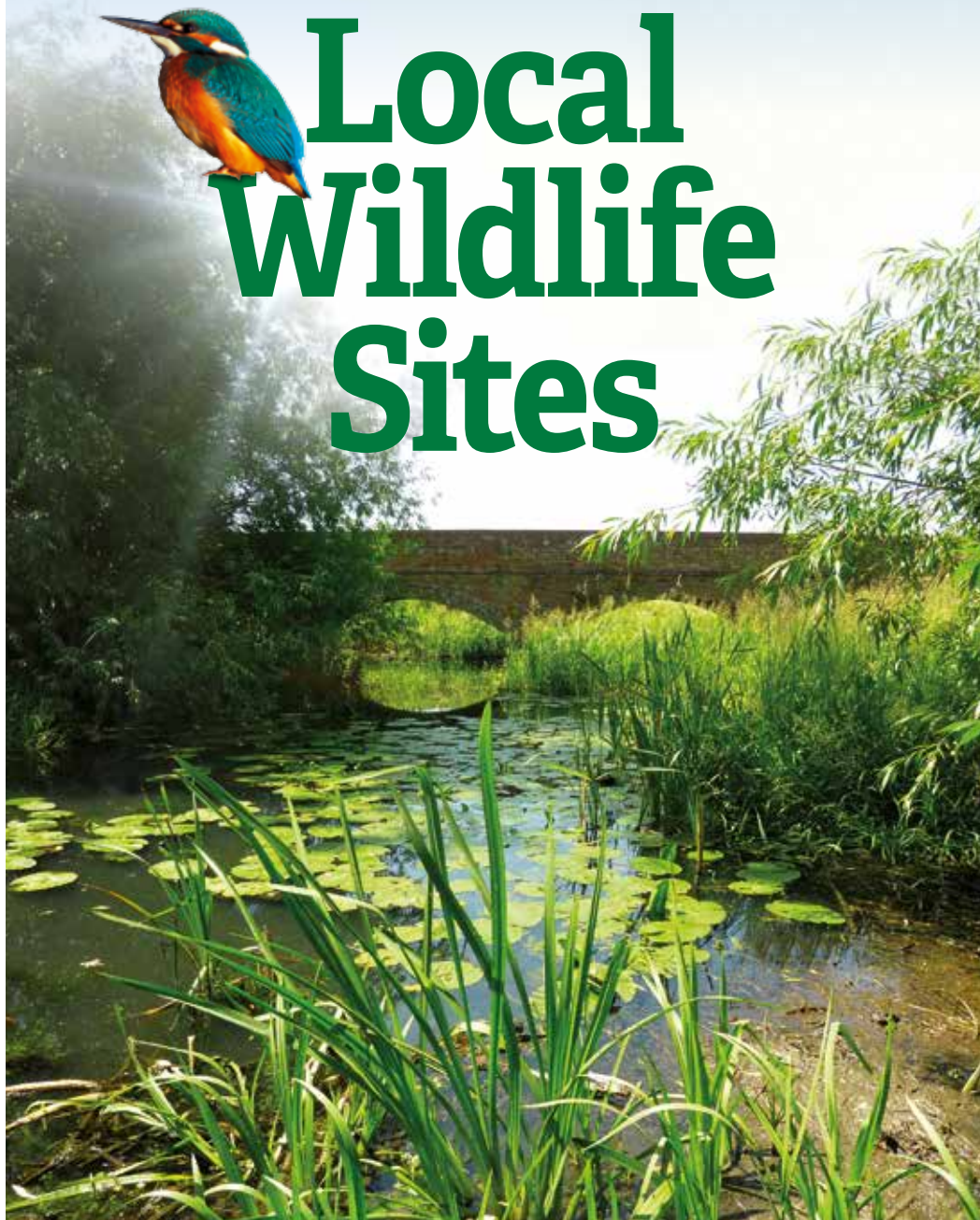


Ettington cutting Local Wildlife Site,
Warwickshire, Chris Talbot

A short
guide to



Local Wildlife Sites



What are Local Wildlife Sites?

From mystical ancient woodlands to quiet churchyards and bustling flower-rich roadsides; and from field-bordering hedgerows to tiny copses the UK enjoys special, often unnoticed wild places where nature thrives.

Whether they are in the depths of the countryside or nestled in busy towns and cities, these Local Wildlife Sites (LWS) are exceptional areas of land.

They are identified and selected locally, by partnerships of local authorities, nature conservation charities, statutory agencies, ecologists and local nature experts, using robust, scientifically-determined criteria and detailed ecological surveys. Their selection is based on the most important, distinctive and threatened species and habitats within a national, regional and local context. This makes them some of our most valuable wildlife areas.



Embleton and
Beadnell Coast Local
Wildlife Site,
Northumberland



**Claxby Roadside,
Lincolnshire**

HELENSMITH



**Duffield Millennium
Meadow, Derbyshire**

KIERONHUSTON



**Thwaite Common,
Norfolk**

HELENBACZKOWSKA



**Burgess Park,
Southwark, London**

MATHEWFRITH



**Helmeth Wood,
Shropshire**

KATESINGLETON



**Staffordshire
Moss Farm**

STAFFORDSHIRE.WT



**Aylestone Meadows,
Leicestershire**

NEILLTALBOT

Why Local Wildlife Sites matter

People need nature

For many years the social value of Local Wildlife Sites has gone unrecognised. But research shows nearby wild green space greatly improves mental and physical health

They can be buffers

Local Wildlife Sites next to or near to protected areas can protect wildlife from surrounding land uses

They are brilliant for wildlife

Local Wildlife Sites are vital havens, where much of our amazing wildlife lives, including rare species. Even small sites act as 'stepping stones' across the wider landscape

They are nature highways

Features such as rivers, verges, hedgerows and embankments act as corridors along which wild plants and animals can move

**They will
rebuild nature**

Local Wildlife Sites are vital building blocks in landscape scale conservation projects designed to restore, connect and recreate habitats for wildlife and people

**They are
sanctuaries**

Churchyards, workplaces and other spaces can be managed for wildlife, with many social benefits including access to nature

**They bring
wildlife to us**

Nearby Local Wildlife Sites support the wildlife we see in our gardens and parks

Local Wildlife Sites are...



...the places where our wildlife lives

As changes in land use have eroded the natural habitats that once covered the UK, Local Wildlife Sites are now 'islands' in a 'sea' of intensively-managed urban, coastal and rural landscapes. Alongside our statutory protected sites, they support a wealth of wildlife, both common and rare.



...the building blocks for the restoration of nature

To reverse the centuries-long trend of wildlife loss and provide for nature's recovery, we have to expand, restore and recreate habitats on a landscape scale, way beyond the boundaries of traditional nature reserves and wildlife sites. This is The Wildlife Trusts' vision for a Living Landscape.

As the natural green fabric of our towns and countryside, Local Wildlife Sites have a huge part to play. They make up a web of stepping stones and corridors for wildlife, forming key components of ecological networks.



...as important to people as they are to wildlife

They contribute greatly to our quality of life, health, well-being and education, and add economic value to local communities.



...often privately owned with limited access

Despite this, the very existence of this natural habitat network contributes to the wildlife we find in our gardens, parks and other public natural spaces.



...free providers of vital services

Conventional economics ignores the natural services we rely

on to maintain a healthy and sustainable environment – for example, clean air and water, carbon storage, pollinators and food production, and flood resilience. Local Wildlife Sites help provide these benefits for free.



...unable to survive indefinitely

Below a critical size, a wildlife-rich area lacks the resilience to

withstand dramatic events such as disease, flood or drought, or the steady attrition of nearby hostile land use. Little by little, species start to disappear.

Middleton Moor
South, Derbyshire – a
limestone pasture

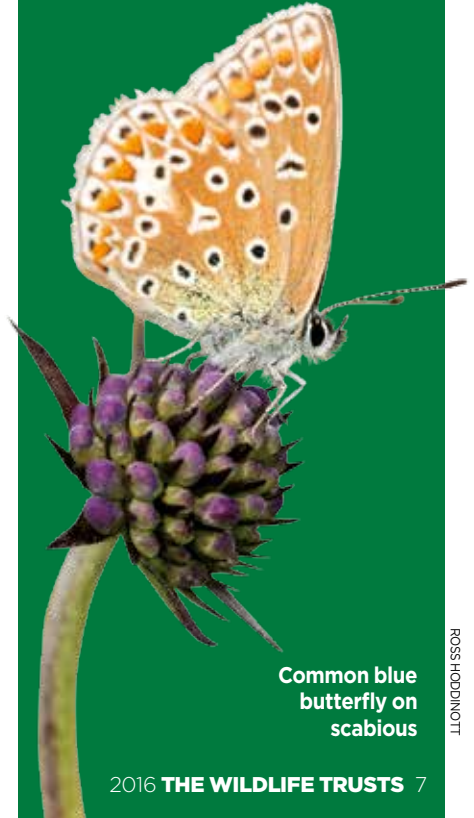
KIERON HUSTON

What's in a name?

These sites are named differently across the UK.

England Local Wildlife Site
Isle of Man Manx Wildlife Site
Northern Ireland Site of Local Nature Conservation Importance
Scotland Local Nature Conservation Site
Wales Site of Importance for Nature Conservation

There can be local variations too eg: County Wildlife Site, SINC, Site of Nature Conservation Importance



Common blue
butterfly on
scabious

ROSS HOODINIOTT

How do Local Wildlife Sites compare with other protected places?

There is a general misconception that all the best nature conservation sites are nationally designated and legally protected.

This is not the case. While Sites of Special Scientific Interest (SSSIs) are crucially important, they represent only a small sample of our most important habitats and species. Many places are not designated as SSSIs, and have no legal protection despite being of equal or greater value for wildlife.

By contrast, for Local Wildlife Sites, all sites which meet the given criteria are selected, some of which are of SSSI quality. Consequently, in some counties Local Wildlife Sites are where most of our special wildlife can be found.

Common lizard



STEWART CANHAM

Hoe Common,
Norfolk

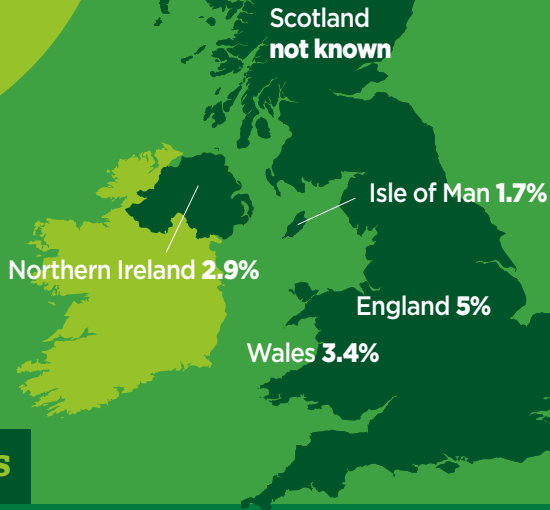


NEAL TRAFANKOWSKI

Local Wildlife Site facts

Land area

The map shows approximate percentage land area of Local Wildlife Sites, by country



Compared to SSSIs

In some counties, LWS are the best sites for biodiversity:

Nottinghamshire

10% of the county is covered by LWS. Sites of Special Scientific Interest cover just 1.5%.

Greater London

1,570+ Local Wildlife Sites exist inside Greater London - almost 20% of the Capital. There are just 37 SSSIs.

Wiltshire

75% of broadleaf woodland is in Local Wildlife Sites. Only 10% is in SSSIs.

Derbyshire

978 hectares of semi-natural grassland outside the Peak District National Park is within Local Wildlife Sites. Only 179 ha are within SSSIs.

Bedfordshire

5x more of Bedfordshire's area is LWS than SSSI.



“In our patch Local Wildlife Sites support the vast majority of our wildlife. They lack the status of national sites, but may have just as much wildlife value. Without these sites and their sympathetic owners we would have virtually no wildlife.”

Matt Jackson, Head of Conservation at Berks, Bucks & Oxon Wildlife Trust



RACHEL JAMES

Volunteers restoring
a pond on a Local
Wildlife Site in
Purbeck, Dorset

Who treasures and protects these places?

Because Local Wildlife Sites are often privately owned, they rely on the sheer commitment of the landowners, farmers and volunteers who are prepared to carry out sensitive habitat management. Without such care and effort, a site will gradually decline.

There are also many local organisations such as The Wildlife Trusts who work in partnership to help care for these special places and advise landowners on land management and grants.

Did you know?

Although not protected by law, LWS are recognised across the UK in national planning policies, which set out requirements for protection through local policy and plans

What LWS mean to me



“There are butterflies everywhere, and flowers. There must be something sweet about the land here. People keep telling me to plough and reseed but I can’t – so much of the earth is being ripped up.”

Barbara Rogers, site manager and farmer, Shropshire



“When we found this place with its untouched fields, we were delighted to take over management. I can’t believe I actually live here. It really connects you to the land, to nature. It’s just so peaceful.”

Jon and Marilyn Dunkelman, site owners, Monmouthshire



“The reason we work so hard to look after these commons is for the sheer joy of having them here. We have many volunteers in the village who come and help to manage the land for the wildlife and for future generations to come and enjoy.”

Adrian Sampson, site volunteer, Suffolk



**Kestrel with
common shrew**

ALAN WILLIAMS

Do you own or manage a **Local Wildlife Site?**

Contact your local Wildlife Trust via wildlifetrusts.org. They can either offer expert advice or point you in the right direction for help with surveys and management options.



Cover: Duston Mill Race LWS, Northamptonshire, Matt Johnson. Back cover: grass snake, Colin Varndell. For more information contact The Wildlife Trusts, The Kiln, Waterside, Mather Road, Newark, Notts NG24 1WT. 01636 677711. Reg. Charity No 207238. May 2016

River Teme SSSI - Confluence River Clun to confluence River Onny (009)

SUMMARY:

| | | | |
|---------------------------------|-------------------------|------------------------|------------|
| Staff member responsible | Area Team West Midlands | | |
| Unit Id: | 1031277 | Unit area (ha): | 65.1889 |
| Unit Status: | Live | Gridref: | SO 436 736 |
| Main habitat: | RIVERS AND STREAMS | | |

SITE CHECK:

| | |
|---------------------------------|--------------------|
| Date of last site check: | Checked by: |
| Comment: | |

CONDITION:

| | | | |
|--|---|-------------------------------------|-------------------|
| Condition and Comments (click for history): | <u>Unfavourable - No change</u> | Assessed by: | FRANCES MCCULLAGH |
| Last assessed: | 07/02/2012 | Last assessment field visit: | 07/02/2012 |
| ISA Survey: | <u>View Surveys (ISASurveyList.aspx?SiteCode=&UnitId=1031277&SiteName=&countyCode=&responsiblePerson=&SeaArea=&IFCAArea=)</u> | Last CSM assessment: | 07/02/2012 |

| | |
|--|--------------------------------|
| Estimated year unit will go Favourable: | Confidence in estimate: |
|--|--------------------------------|

Reason for adverse condition: FRESHWATER - INAPPROPRIATE WATER LEVELS,FRESHWATER - INAPPROPRIATE WEIRS DAMS AND OTHER STRUCTURES,FRESHWATER - INVASIVE FRESHWATER SPECIES,FRESHWATER POLLUTION - WATER POLLUTION - AGRICULTURE/RUN OFF,FRESHWATER POLLUTION - WATER POLLUTION - DISCHARGE,

Comment: Assessment based on water quality data from EA.

Designated river name

River Clun SAC (unit 6 of the River Teme SSSI)

Brief summary of river designation

[Designation details and current condition](#) (Teme SSSI)

[Designation details and current condition](#) (Clun SAC)

Status

Plan done, implementation underway

Catchment

Clun (Shropshire, Herefordshire)

Catchment area (km²)

272

Length (km) of designated river

4.7

Water Framework Directive ecological status

[Current WFD status of the river](#)

Documentation

- | | | | |
|-------------------------------------|---|--------------------------|-----------------------------|
| <input checked="" type="checkbox"/> | Restoration strategy | <input type="checkbox"/> | Flood risk assessment |
| <input type="checkbox"/> | Technical report | <input type="checkbox"/> | Feasibility/scoping studies |
| <input type="checkbox"/> | Geomorphological assessment/fluviial audit | <input type="checkbox"/> | Project newsletters |
| <input type="checkbox"/> | Historic restoration plans | | |
| <input checked="" type="checkbox"/> | Other (please state) Middle Clun and tributaries restoration plan | | |

Catchment partners

Environment Agency, Natural England, Shropshire Hills AONB Partnership

Clun river projects

View projects proposed or completed, and case studies through the RRC's UK projects map for the [Clun](#) and [Teme](#). In addition, see the page for the Clun SAC Freshwater Pearl Mussel project [here](#).

Next steps

Continue implementation, project delivery

More information

<http://www.shropshirehillsaonb.co.uk/looking-after/projects/rivers/river-clun-restoration-strategy/>

<http://jncc.defra.gov.uk/protectedsites/sacselection/sac.asp?EUCode=UK0030250>

Natural England and the Environment Agency are jointly preparing a nutrient management plan for the Clun catchment. The AONB are running a SITA funded project to help conserve freshwater pearl mussels in the Clun. <http://www.shropshirehillsaonb.co.uk/looking-after/projects/rivers/>

The national programme of river restoration planning & implementation on river SSSIs in England is led by:



with information & resources hosted by



Photograph © Natural England

Available documentation is dependent upon the current status, and approach planned for each river.