

AUCTION PACK

THE BIRDCAGE, BARONS CROSS ROAD, BARONS CROSS,
LEOMINSTER, HR6 8RS

DATE OF AUCTION: Friday 7th August 2020 between 9am and 6pm
(unless previously sold)

VENUE: Online – please visit <https://onlineauctions.sunderlands.co.uk>

1. Sale Documents

- a) Contract
- b) Common Auction Conditions
- c) Transfer

2. Title

- a) Title Register to HE51911
- b) Plan to HE51911
- c) Conveyance dated 17th June 1977
- d) Deed of Grant of Easement dated 19th September 2014
- e) Statutory Declaration dated 8th September 2014

3. Searches

- a) Local Search
- b) Water and Drainage Search
- c) Environmental Search

4. Enquiries

- a) Replies to General Enquiries before Contract
- b) Fittings and Contents Form and seller addendum
- c) Outline Planning Permission dated 1st November 2016
(Ref: 161937)
- d) Phase 1 Desk Study dated 17th May 2018
- e) Letter from Herefordshire Council dated 17th August 2018
- f) Western Power Distribution Owner Wayleave Consent dated 21st September 2015

Lloyds Cooper LLP

SOLICITORS

28 South Street
Leominster
HR6 8JB

DX 27036 LEOMINSTER

TEL 01568 613236

FAX 01568 615417

E MAIL rex.robins@lloydscooper.co.uk

REF RR/BIR0241

CONTRACT

Incorporating the
Common Auction Conditions
(Fourth Edition)

For Conveyancer's use only

Buyer's conveyancer:

Seller's conveyancer:

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

The information above does not form part of the Contract

Date :

Seller : Marion Iris Bird of The Birdcage, Barons Cross Road, Barons Cross, Leominster HR6 8RS

Buyer :

Property (freehold/leasehold) : The Birdcage, Barons Cross Road, Barons Cross, Leominster HR6 8RS (Freehold)

Title Number/root of title : HE51911

Specified incumbrances : All matters contained or referred to in the Charges Register of the above named title with the exception of any financial charges as per the copy of the Register dated 23 MAR 2020 at 16:04:11

Title guarantee (full/limited) : Full

Completion date : 56 days from the date of this Contract or varied by agreement

Contract rate : 5% above the base lending rate of Lloyds Bank Plc in force from time to time.

Purchase price :

Deposit :

Contents price (if separate) :

Balance :

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

WARNING	Signed
This is a formal document designed to create legal rights and legal obligations. Take advice before using it.	Seller/Buyer

SPECIAL CONDITIONS

1.
 - (a) This contract incorporates the Common Auction Conditions (Fourth Edition) ("the Conditions")
 - (b) The terms used in this Contract have the same meaning when used in the Conditions.
2. Subject to the terms of this Contract and to the Conditions, the Seller is to transfer the property with either full title guarantee or limited title guarantee, as specified on the front page.
3.
 - (a) The sale includes those contents which are indicated on the attached list as included in the sale and the buyer is to pay the contents price for them.
 - (b) The sale excludes those fixtures which are at the property and are indicated in the Fittings and Contents as excluded from the sale.
4. *The property is sold with vacant possession.*

(or)

~~4. The property is sold subject to the following leases or tenancies:~~

~~5. Condition G6.5 shall take effect as if the time specified in it was [] rather than 1400 hours.~~

6. **Representations**

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

~~7. **Occupier's Consent**~~

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

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

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

~~Name~~

~~Signature~~

8. Although the terms and conditions of this Contract have not been read out at the Auction, copies of this Contract together with details of the title and supporting documentation have been made available at the offices of the Seller's solicitors and auctioneers for seven days prior to the auction during normal working hours and also in the auction room before the auction, and the Buyer whether he has inspected the same or not shall be deemed to purchase with full knowledge of the same and shall not raise any requisition nor make any objection in relation thereto and such notice shall not be affected by any partial or incomplete or inaccurate statement as to the contents of them in the particulars or these special conditions
9. For the purposes of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters now recorded in Registers open to public inspection are to be considered within the actual knowledge of the Buyer.
10. If either party ("the Server") is entitled to serve a Notice to Complete on the other party ("the Recipient") because the Recipient has failed to complete on the Completion Date the Recipient will pay £150.00 plus V.A.T on completion to the Server's Solicitors. This is in respect of their additional legal costs in preparing and serving the Notice to Complete and in recalculating the amount payable on completion.
11. The Buyer shall pay on the date of this Contract in addition to the purchase price and Agent's fee to the Selling Agent (Sunderlands) of £600 including VAT, whether the property sells by Auction or by Private Treaty.
- 12.1 The Buyer at the close of the sale shall sign the Contract and supply his address to the Auctioneers and pay a deposit of 10% of the purchase price to the Seller's Solicitors as stakeholders.
- 12.2 The deposit may be paid by such method as the Seller's solicitors shall in their discretion accept and the Buyer shall produce such evidence as the Seller's solicitors may reasonably require of his identity and creditworthiness and if the deposit is paid otherwise than in cash that his instrument of payment will be honoured.
- 12.3 If the instrument of payment of the deposit is not honoured on the first presentation the Seller shall have the option:
 - 12.3.1 Of rescinding the sale or
 - 12.3.2 Affirming the saleand if the Seller affirms the sale either:
 - 12.3.3 The Seller may determine the contract and forfeit the deposit which shall remain due to the Seller and in addition the Buyer will remain liable on his instrument of payment or
 - 12.3.4 The Seller may seek specific performance of the sale
- 12.4 The right is reserved to hold the Contract signed by or on behalf of the Seller until the Buyer's cheque for the deposit has been cleared
- 12.5 The Seller reserves the right to alter or add to these particulars and conditions of sale at any time prior to sale.
13. The Buyer admits that:

13.1 He enters into this Contract solely as a result of his own inspection and on the basis of the terms of this Contract and not in reliance upon any representation or warranty either written or oral or implied made by or on behalf of the Seller.

13.2 This Contract contains the entire agreement between the parties.

14.1 The provisions of this Contract shall not merge on completion of an assurance of the Property to the Buyer so far as they remain to be performed

14.2 The transfer to the buyer shall be in the form attached (if any).

15. In addition to the purchase price the Buyer will on completion pay to the Seller the sum of **£127.50** in respect of the fees for searches carried out by the Seller's Solicitors prior to the Auction.

16. Where the context so admits:

16.1 Words importing the masculine import the feminine and neuter genders;

16.2 Words importing the singular numbers import the plural number and in such circumstances any covenants will be given jointly and severally.

Notices may be sent to:

Seller's conveyancer's name:

Lloyds Cooper LLP, 28 South Street, Leominster, Herefordshire HR6 8JB (Ref: RR/BIR0214)

Email address: rex.robins@lloydscooper.co.uk

Buyer's conveyancer's name:

Email address

Law Society Fittings and Contents Form (3rd edition)

Address of the property

Sale by Auction of The Bird Cage
Barons Cross Road
Leominster
Herefordshire

Postcode

Full names of the seller

Marion Iris Bird

Seller's solicitor

Name of solicitor's firm

Lloyds Cooper LLP

Address

28 South Street, Leominster, Herefordshire

HR6 8JB

Email

rex.robins@lloydscooper.co.uk

Reference number

RR/JH/BIR0241

About this form

The aim of this form is to make clear to the buyer which items are included in the sale. It must be completed accurately by the seller as the form may become part of the contract between the buyer and seller.

It is important that sellers and buyers check the information in this form carefully.

Definitions

- 'Seller' means all sellers together where the property is owned by more than one person.
- 'Buyer' means all buyers together where the property is being bought by more than one person.



The Law Society

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www.lawsociety.org.uk

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Instructions to the seller and the buyer

In each row, the seller should tick the appropriate box to show whether:

- the item is included in the sale ('Included');
- the item is excluded from the sale ('Excluded');
- there is no such item at the property ('None').

Where an item is excluded from the sale the seller may offer it for sale by inserting a price in the appropriate box. The buyer can then decide whether to accept the seller's offer.

A seller who inserts a price in this form is responsible for negotiating the sale of that item directly with the buyer or through their estate agent. If the seller or buyer instructs their solicitor to negotiate the sale of such an item, there may be an additional charge.

Sellers and buyers should inform their solicitors of any arrangements made about items offered for sale.

If the seller removes any fixtures, fittings or contents, the seller should be reasonably careful to ensure that any damage caused is minimised.

Unless stated otherwise, the seller will be responsible for ensuring that all rubbish is removed from the property (including from the loft, garden, outbuildings, garages and sheds), and that the property is left in a reasonably clean and tidy condition.

1 Basic fittings

	Included	Excluded	None	Price	Comments
Boiler/immersion heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Radiators/wall heaters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Night-storage heaters	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Free-standing heaters	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Gas fires (with surround)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Electric fires (with surround)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Light switches	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Roof insulation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Window fittings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Window shutters/grilles	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Internal door fittings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
External door fittings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Doorbell/chime	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	

1 Basic fittings (continued)

	Included	Excluded	None	Price	Comments
Electric sockets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Burglar alarm	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
<i>Other items (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	

2 Kitchen

Note: In this section please also indicate whether the item is fitted or freestanding.

	Fitted	Free-standing	Included	Excluded	None	Price	Comments
Hob	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Extractor hood	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Oven/grill	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Cooker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Microwave	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Refrigerator/fridge-freezer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Freezer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Dishwasher	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Tumble-dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Washing machine	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
<i>Other items (please specify)</i>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	

3 Bathroom

	Included	Excluded	None	Price	Comments
Bath	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Shower fitting for bath	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Shower curtain	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bathroom cabinet	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Taps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Separate shower and fittings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Towel rail	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Soap/toothbrush holders	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Toilet roll holders	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bathroom mirror	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	

4 Carpets

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Living room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Bedroom 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bedroom 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bedroom 3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
<i>Other rooms (please specify)</i>					
BEDROOM 4	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	

5 Curtains and curtain rails

	Included	Excluded	None	Price	Comments
Curtain rails/poles/pelmets					
Hall, stairs and landing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Living room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
<i>Other rooms (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
Curtains/blinds					
Hall, stairs and landing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Living room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
<i>Other rooms (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	

6 Light fittings

Note: If the seller removes a light fitting, it is assumed that the seller will replace the fitting with a ceiling rose, a flex, bulb holder and bulb and that they will be left in a safe condition.

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Living room	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Dining room	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Kitchen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bedroom 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bedroom 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bedroom 3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
<i>Other rooms (please specify)</i>					
4	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	

7 Fitted units

Note: Fitted units include, for example, fitted cupboards, fitted shelves, and fitted wardrobes.

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Living room	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Kitchen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Bedroom 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bedroom 3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	

4

✓

7 Fitted units (continued)

	Included	Excluded	None	Price	Comments
<i>Other rooms (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	

8 Outdoor area

	Included	Excluded	None	Price	Comments
Garden furniture	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Garden ornaments	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Trees, plants, shrubs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Barbecue	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Dustbins	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Garden shed	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Greenhouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Outdoor heater	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Outside lights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Water butt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Clothes line	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Rotary line	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
<i>Other items (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	

9 Television and telephone

	Included	Excluded	None	Price	Comments
Telephone receivers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Television aerial	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Radio aerial	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Satellite dish	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	

10 Stock of fuel

	Included	Excluded	None	Price	Comments
Oil	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Wood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Liquefied Petroleum Gas (LPG)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	

11 Other items

	Included	Excluded	Price	Comments
PUMP + STONE TROUGH	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	

Signed: Kevin J Bud

Dated: 25-3-20

Signed:

Dated:

Each seller should sign this form.

The Law Society is the representative body for solicitors in England and Wales.

ADDENDUM TO FITTINGS AND CONTENTS FORM

CARPETS

All fitted carpets in whatever rooms are included in sale.

CURTAIN RAILS + PELMETS are included

CURTAIN POLES are excluded.

CURTAINS Those that are fitted on Pelmet's are included.

Those on poles are excluded

OUTDOOR AREA

The pump + trough are fixed so therefore are included in sale. I should point out the pump is in the centre of the well which is in lawn

COMMON AUCTION CONDITIONS

FOR REAL ESTATE AUCTIONS

Edition 4.0

© Royal Institution of Chartered Surveyors 2016

GLOSSARY

AUCTION CONDUCT CONDITIONS

- A1 Introduction
- A2 Our role
- A3 Bidding and reserve prices
- A4 The particulars and other information
- A5 The contract
- A6 Extra auction conduct conditions

GENERAL CONDITIONS OF SALE

- G1 The lot
- G2 Deposit
- G3 Between contract and completion
- G4 Title and identity
- G5 Transfer
- G6 Completion
- G7 Notice to complete
- G8 If the contract is brought to an end
- G9 Landlord's licence
- G10 Interest and apportionments
- G11 Arrears
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- G13 Rent deposits
- G14 VAT
- G15 Transfer as a going concern
- G16 Capital Allowances
- G17 Maintenance Agreements
- G18 Landlord and Tenant Act 1987
- G19 Sale by practitioner
- G20 TUPE
- G21 Environmental
- G22 Service charge
- G23 Rent reviews
- G24 Tenancy renewals
- G25 Warranties
- G26 No assignment
- G27 Registration at the Land Registry
- G28 Notices and other communications
- G29 Contracts (Rights of Third Parties) Act 1999

GLOSSARY

This GLOSSARY applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS. It is a compulsory section of the COMMON AUCTION CONDITIONS.

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the AUCTION or the CONTRACT DATE (as applicable); and
- where the following words appear in small capitals they have the specified meanings.
- **Where (*) appears next to a term, this term has had its definition altered in the 'Amendments and Additions to the Glossary' section.**

ACTUAL COMPLETION DATE

The date when COMPLETION takes place or is treated as taking place for the purposes of apportionment and calculating interest.

ADDENDUM (*)

An amendment or addition to the CONDITIONS or to the PARTICULARS or to both whether contained in a supplement to the CATALOGUE, a written notice from the AUCTIONEERS or an oral announcement at the AUCTION.

AGREED COMPLETION DATE

Subject to CONDITION G9.3:

- (a) the date specified in the SPECIAL CONDITIONS; or
- (b) if no date is specified, 20 BUSINESS DAYS after the CONTRACT DATE; but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY.

APPROVED FINANCIAL INSTITUTION

Any bank or building society that is regulated by a competent UK regulatory authority or is otherwise acceptable to the AUCTIONEERS.

ARREARS

Arrears of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE.

ARREARS SCHEDULE

The ARREARS SCHEDULE (if any) forming part of the SPECIAL CONDITIONS.

AUCTION (*)

The auction advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

The conditions so headed, including any extra AUCTION CONDUCT CONDITIONS.

AUCTIONEERS

The auctioneers at the AUCTION.

BUSINESS DAY

Any day except (a) Saturday or Sunday or (b) a bank or public holiday in England and Wales.

BUYER

The person who agrees to buy the LOT or, if applicable, that person's personal representatives: if two or more are jointly the BUYER their obligations can be enforced against them jointly or against each of them separately.

CATALOGUE

The CATALOGUE for the AUCTION as it exists at the date of the AUCTION (or, if the CATALOGUE is then different, the date of the CONTRACT) including any ADDENDUM and whether printed or made available electronically.

COMPLETION

Unless the SELLER and the BUYER otherwise agree, the occasion when they have both complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION has been unconditionally received in the SELLER'S conveyancer's client account (or as otherwise required by the terms of the CONTRACT).

CONDITION

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

CONTRACT

The CONTRACT by which the SELLER agrees to sell and the BUYER agrees to buy the LOT.

GLOSSARY

CONTRACT DATE (*)

The date of the AUCTION or, if the LOT is sold before or after the AUCTION:

- (a) the date of the SALE MEMORANDUM signed by both the SELLER and BUYER; or
- (b) if CONTRACTS are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

DOCUMENTS

DOCUMENTS of title including, if title is registered, the entries on the register and the title plan and other DOCUMENTS listed or referred to in the SPECIAL CONDITIONS relating to the LOT (apart from FINANCIAL CHARGES).

EXTRA GENERAL CONDITIONS

Any CONDITIONS added or varied by the AUCTIONEERS starting at CONDITION G30.

FINANCIAL CHARGE

A charge to secure a loan or other financial indebtedness (but not including a rent charge or local land charge).

GENERAL CONDITIONS

The SALE CONDITIONS headed 'GENERAL CONDITIONS OF SALE', including any EXTRA GENERAL CONDITIONS.

INTEREST RATE

If not specified in the SPECIAL CONDITIONS, the higher of 6% and 4% above the base rate from time to time of Barclays Bank plc. The INTEREST RATE will also apply to any judgment debt, unless the statutory rate is higher.

LOT

Each separate property described in the CATALOGUE or (as the case may be) the property that the SELLER has agreed to sell and the BUYER to buy (including chattels, if any).

OLD ARREARS

ARREARS due under any of the TENANCIES that are not "new tenancies" as defined by the Landlord and Tenant (Covenants) Act 1995.

PARTICULARS

The section of the CATALOGUE that contains descriptions of each LOT (as varied by any ADDENDUM).

PRACTITIONER

An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, a person undertaking a similar role).

PRICE

The PRICE (exclusive of VAT) that the BUYER agrees to pay for the LOT.

READY TO COMPLETE

Ready, willing and able to complete: if COMPLETION would enable the SELLER to discharge all FINANCIAL CHARGES secured on the LOT that have to be discharged by COMPLETION, then those outstanding FINANCIAL CHARGES do not prevent the SELLER from being READY TO COMPLETE.

SALE CONDITIONS

The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM.

SALE MEMORANDUM

The form so headed (whether or not set out in the CATALOGUE) in which the terms of the CONTRACT for the sale of the LOT are recorded.

SELLER

The person selling the LOT. If two or more are jointly the SELLER their obligations can be enforced against them jointly or against each of them separately.

SPECIAL CONDITIONS

Those of the SALE CONDITIONS so headed that relate to the LOT.

TENANCIES

TENANCIES, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them.

TENANCY SCHEDULE

The schedule of TENANCIES (if any) forming part of the SPECIAL CONDITIONS

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TRANSFER

Transfer includes a conveyance or assignment (and “to transfer” includes “to convey” or “to assign”).

TUPE

The Transfer of Undertakings (Protection of Employment) Regulations 2006.

VAT

Value Added Tax or other tax of a similar nature.

VAT OPTION

An option to tax.

WE (and US and OUR)

The AUCTIONEERS.

YOU (and YOUR) (*)

Someone who has seen the CATALOGUE or who attends or bids at or otherwise participates in the AUCTION, whether or not a BUYER.

GLOSSARY

Amendments and Additions to the Glossary

Amendments

Addendum

An amendment or addition to the CONDITIONS or to the PARTICULARS or to both whether contained in a supplement to the CATALOGUE, a written notice from the AUCTIONEERS made available via the WEBSITE, LOT details page, email or by any other method that the AUCTIONEERS see fit.

Auction

The online AUCTION of each LOT advertised in the CATALOGUE.

Contract date

The date of the AUCTION or, if the LOT is sold before or after the AUCTION:

- (a) the date of the SALE MEMORANDUM signed by the AUCTIONEER on behalf of the SELLER and BUYER; or
- (b) if CONTRACTS are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

You (and your)

Someone who has seen the CATALOGUE or who visits the WEBSITE or bids at or otherwise participates in the AUCTION, whether or not a BUYER.

Additions

Agent's Fee

An administration fee (the amount of which will be specified on a lot by lot basis within the particulars and/or the Special Conditions of sale) must be made via bank or electronic transfer in addition to the Deposit.

Bidder

The person who bids for a LOT either on behalf of himself or on behalf of other persons.

Buyer's Guide

A document that outlines the AUCTION process in its entirety, for both BUYERS and SELLERS. The document can be found on the AUCTIONEER'S WEBSITE or on request.

Deposit

The DEPOSIT is a sum of money (usually 10% of the SALE PRICE minimum of £2,000 or the total price, if less) calculated at the fall of the electronic gavel that YOU must pay to the SELLER'S SOLICITOR if YOU are the SUCCESSFUL BIDDER within 2 working days or as specified in the PARTICULARS of sale or BUYERS GUIDE. This payment must be made via bank or electronic TRANSFER. The remainder of the PURCHASE PRICE is due within 28 days or as specified in the PARTICULARS of sale.

Guide Price

Where quoted, the GUIDE PRICE is an indication as to where the RESERVE is currently set. It is not necessarily an indication of value or what the AUCTIONEER expects the LOT will sell for. Where the GUIDE PRICE is a single figure the RESERVE will not normally be more than 10% above this figure and if the GUIDE PRICE is quoted as a range of figures then the RESERVE will fall within these figures.

Online bidding Process

The method and processes that allow a BIDDER to bid at the AUCTION online as described on the AUCTIONEERS' WEBSITE.

Reserve

The RESERVE is the minimum amount that the auctioneer is authorised to sell the LOT at. It is subject to change and will not normally be disclosed.

Successful Bid (and successful bidder)

The highest bid at the fall of the electronic gavel that will win the LOT for the BIDDER, providing that the BID is at or above the RESERVE.

Website

The WEBSITE managed by the AUCTIONEERS and on which the online AUCTION is conducted.

AUCTION CONDUCT CONDITIONS

Words in small capitals have the special meanings defined in the Glossary.

The AUCTION CONDUCT CONDITIONS (as supplemented or varied by CONDITION A6, if applicable) are a compulsory section of the Common Auction Conditions. They cannot be disapplied or varied without OUR agreement, even by a CONDITION purporting to replace the Common Auction Conditions in their entirety.

A1 Introduction

A1.1 The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.

A1.2 If YOU make a bid for a LOT or otherwise participate in the AUCTION it is on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. They can be varied only if WE agree.

A2 Our role

A2.1 As agents for each SELLER WE have authority to

- (a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER;
- (b) offer each LOT for sale;
- (c) reduce the reserve price during the auction to match a current bid
- (d) sell each LOT;
- (e) sign each SALE MEMORANDUM; and
- (f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a DEPOSIT as required by these AUCTION CONDUCT CONDITIONS.

A2.2 OUR decision on the conduct of the AUCTION is final.

A2.3 WE may cancel the AUCTION or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.

A2.4 YOU acknowledge that to the extent permitted by law WE owe YOU no duty of care and YOU have no claim against US for any loss.

A2.5 WE may refuse to admit one or more persons to participate in the AUCTION without having to explain why.

A3 Bidding and reserve prices

A3.1 All bids are to be made in pounds sterling exclusive of VAT.

A3.2 WE may refuse to accept a bid. WE do not have to explain why.

A3.3 If there is a dispute over bidding, WE are entitled to resolve it, and OUR decision is final.

A3.4 Unless stated otherwise each LOT is subject to a RESERVE price (which may be fixed just before the LOT is offered for sale). If no bid equals or exceeds that RESERVE price the LOT will be withdrawn from the AUCTION.

A3.5 Where there is a RESERVE price the SELLER may bid (or ask US or another agent to bid on the SELLER's behalf) up to the RESERVE price but may not make a bid equal to or exceeding the RESERVE price. YOU accept that it is possible that all bids up to the RESERVE price are bids made by or on behalf of the SELLER.

A3.6 Where a GUIDE PRICE (or range of prices) is published, that GUIDE PRICE (or the lower end of the range) is the minimum price at which the SELLER might be prepared to sell at the date of the GUIDE PRICE. It is not an indication of the RESERVE PRICE, which may not be set until the date of the AUCTION.

AUCTION CONDUCT CONDITIONS

A4 The PARTICULARS and other information

A4.1 WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. The PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.

A4.2 If the SPECIAL CONDITIONS do not contain a description of the LOT, or simply refer to the relevant LOT number, YOU take the risk that the description contained in the PARTICULARS is incomplete or inaccurate, as the PARTICULARS have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The PARTICULARS and the SALE CONDITIONS may change prior to the AUCTION and it is YOUR responsibility to check that YOU have the correct versions.

A4.4 If WE provide information, or a copy of a document, WE do so only on the basis that WE are not responsible for the accuracy of that information or document.

A5 The CONTRACT

A5.1 A SUCCESSFUL BID is one WE accept as such (normally on the fall of the hammer). This CONDITION A5 applies to YOU only if YOU make the SUCCESSFUL BID for a LOT.

A5.2 YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid (plus VAT, if applicable).

A5.3 YOU must before leaving the AUCTION:

- (a) provide all information WE reasonably need from YOU to enable US to complete the SALE MEMORANDUM (including proof of YOUR identity if required by US);
- (b) sign the completed SALE MEMORANDUM; and
- (c) pay the DEPOSIT.

A5.4 If YOU do not, WE may either:

- (a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the

SELLER may then have a claim against YOU for breach of CONTRACT; or

- (b) sign the SALE MEMORANDUM on YOUR behalf.

A5.5 The DEPOSIT (*) **A5.5 has been amended in full in the 'Amendments' section below.**

- (a) is to be held by us (or, at OUR option, the SELLER'S conveyancer)
- (b) is to be held as stakeholder where VAT would be chargeable on the DEPOSIT were it to be held as agent for the SELLER, but otherwise is to be held as stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER; and
- (c) must be paid in pounds sterling by cheque or by bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) on an APPROVED FINANCIAL INSTITUTION. CONDITION A6 may state if WE accept any other form of payment.

A5.6 WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until the DEPOSIT has been received in cleared funds.

A5.7 Where WE hold the DEPOSIT as stakeholder, WE are authorised to release it (and interest on it if applicable) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.

A5.8 If the BUYER does not comply with its obligations under the CONTRACT then

- (a) YOU are personally liable to buy the LOT even if YOU are acting as an agent; and
- (b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER'S default.

A5.9 Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT.

AUCTION CONDUCT CONDITIONS

A6 EXTRA AUCTION CONDUCT CONDITIONS

A6.1 DESPITE ANY SPECIAL CONDITION TO THE CONTRARY THE MINIMUM DEPOSIT WE ACCEPT IS £2,000 (OR THE TOTAL PRICE, IF LESS). A special condition MAY, HOWEVER, REQUIRE A HIGHER MINIMUM DEPOSIT.

Amendments and Additions to the Auction Conduct Conditions

Amendments

Section A5 has been reproduced in full below and also includes OUR amendments (as marked by (*)):

A5.1 (*) A SUCCESSFUL BID is one WE accept as such (normally on the fall of the electronic hammer). This CONDITION A5 applies to YOU only if YOU make the SUCCESSFUL BID for a LOT.

A5.2 YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid (plus VAT, if applicable).

A5.3 (*) In order to bid online you must:

- (a) provide all information WE reasonably need from YOU to enable US to verify YOUR identity and complete the SALE MEMORANDUM;
- (b) accept and agree that the WE can sign the Memorandum of Sale on YOUR behalf.

A5.4 If YOU do not, WE may either:

- (a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of CONTRACT; or
- (b) sign the SALE MEMORANDUM on YOUR behalf.

A5.5 (*) The Agent's Fee

YOU accept and agree that the AGENT'S FEE is deemed non-refundable if YOU are the SUCCESSFUL BIDDER at the fall of the electronic

gavel and that you must transfer this amount alongside the deposit.

A5.6 (*) We reserve the right to retain the SALE MEMORANDUM signed by/on behalf of the BUYER until such time as we have received the full DEPOSIT in cleared funds.

A5.7 Where WE hold the DEPOSIT as stakeholder, WE are authorised to release it (and interest on it if applicable) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.

A5.8 If the BUYER does not comply with its obligations under the CONTRACT then

- (a) YOU are personally liable to buy the LOT even if YOU are acting as an agent; and
- (b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER'S default.

A5.9 Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT.

AUCTION CONDUCT CONDITIONS

Additions

A2.6 YOU accept and acknowledge that WE will use reasonable care to provide the online AUCTION platform. In the event that a situation or situations arise that affect the running of the ONLINE AUCTION platform, we may at OUR absolute discretion suspend or cancel the AUCTION and declare any or all results of the ONLINE AUCTION as null and void without any liability on the part of US or OUR third party providers of the ONLINE AUCTION platform. OUR decision in these situations is final and WE do not have to give any reasons for OUR actions.

A2.7 Should you be unable to connect to and bid on the ONLINE AUCTION platform you accept that WE and OUR third-party providers accept no liability for any loss of any nature that results from, directly or indirectly, YOUR inability to successfully bid on the AUCTION platform.

A2.8 YOU accept that the AUCTIONEER and OUR third-party providers are in no way liable for any

loss suffered by YOU in relation to the ONLINE AUCTION platform even if the AUCTIONEER has been made aware of the possibility of any such risks.

A2.9 The AUCTION PROCESS will be run in accordance with OUR BUYERS GUIDE which can be found on OUR WEBSITE.

A2.10 If the AUCTION PLATFORM fails to work in the way as described in the BUYERS GUIDE then YOU accept that neither we nor OUR third-party providers hold any liability for a loss of any kind that YOU may incur.

A5.10 Within the period specified in the BUYERS GUIDE of the auction closing, the DEPOSIT or balance of DEPOSIT due, (usually 10% of the SALE PRICE) must be paid by YOU via electronic TRANSFER or bank TRANSFER to the AUCTIONEERS.

A6 Extra Auction Conduct Conditions

A6.1 Despite any SPECIAL CONDITION to the contrary the minimum DEPOSIT WE accept is £2,000 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum DEPOSIT.

SALE MEMORANDUM

Words in small capitals have the special meanings defined in the GLOSSARY.

The GENERAL CONDITIONS (as supplemented or changed by any EXTRA GENERAL CONDITIONS or ADDENDUM) are compulsory but may be disapplied or changed in relation to one or more LOTS by SPECIAL CONDITIONS. The template forms of SPECIAL CONDITIONS, schedules and SALE MEMORANDUM are not compulsory and may be changed.

G1. The LOT

G1.1 The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described is that referred to in the SALE MEMORANDUM.

G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.

G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.

G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:

- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoing and other liabilities;
- (g) any interest which overrides, under the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the BUYER has made them; and
- (i) anything the SELLER does not and could not reasonably know about.

G1.5 Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.

G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.

G1.7 The LOT does not include any tenant's or trade fixtures or fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:

- (a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and
- (b) the SELLER is to leave them at the LOT.

G1.8 The BUYER buys with full knowledge of

- (a) the DOCUMENTS, whether or not the BUYER has read them; and

SALE MEMORANDUM

- (b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.

G1.9 The BUYER admits that it is not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER but the BUYER may rely on the SELLER'S conveyancer's written replies to written enquiries to the extent stated in those replies.

G2. **Deposit**

G2.1 The amount of the DEPOSIT is the greater of

- (a) any minimum DEPOSIT stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and
- (b) 10% of the PRICE (exclusive of any VAT on the PRICE).

G2.2 If a cheque for all or part of the DEPOSIT is not cleared on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against the BUYER for breach of CONTRACT.

G2.3 Interest earned on the DEPOSIT belongs to the SELLER unless the SALE CONDITIONS provide otherwise.

G3. **Between contract and completion**

G3.1 From the CONTRACT DATE the SELLER has no obligation to insure the LOT and the BUYER bears all risks of loss or damage unless

- (a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or
- (b) the SPECIAL CONDITIONS require the SELLER to insure the LOT.

G3.2 If the SELLER is required to insure the LOT then the SELLER

- (a) must produce to the BUYER on request all relevant insurance details;
- (b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;
- (c) gives no warranty as to the adequacy of the insurance;
- (d) must at the request of the BUYER use reasonable endeavours to have the BUYER'S interest noted on the policy if it does not cover a contracting purchaser;
- (e) must, unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER; and
- (f) (subject to the rights of any tenant or other third party) hold on trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damage arising after the CONTRACT DATE, or assign to the BUYER the benefit of any claim;

and the BUYER must on COMPLETION reimburse to the SELLER the cost of that insurance as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).

G3.3 No damage to or destruction of the LOT, nor any deterioration in its condition, however caused, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to refuse to complete.

G3.4 Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.

SALE MEMORANDUM

G3.5 Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.

G4. Title and identity

G4.1 Unless CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE.

G4.2 The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:

- (a) If the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all DOCUMENTS subject to which the LOT is being sold.
- (b) If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT.
- (c) If title is in the course of registration, title is to consist of:
 - (i) certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;
 - (ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - (iii) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration DOCUMENTS to the BUYER.
- (d) The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.

G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide):

- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the BUYER; and
- (b) the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.

G4.4 The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.

G4.5 The SELLER does not have to produce, nor may the BUYER object to or make a requisition in relation to, any prior or superior title even if it is referred to in the DOCUMENTS.

G4.6 The SELLER (and, if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Money Laundering Regulations and Land Registry Rules.

SALE MEMORANDUM

G5. TRANSFER

G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS

- (a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if CONDITION G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER; and
- (b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.

G5.2 If the SELLER has any liability (other than to the BUYER) in relation to the LOT or a TENANCY following COMPLETION, the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability.

G5.3 The SELLER cannot be required to transfer the LOT to anyone other than the BUYER, or by more than one TRANSFER.

G5.4 Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER

- (a) the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant;
- (b) the form of new lease is that described by the SPECIAL CONDITIONS; and
- (c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION

G6. COMPLETION

G6.1 COMPLETION is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.

G6.2 The amount payable on COMPLETION is the balance of the PRICE adjusted to take account of apportionments plus (if applicable), VAT and interest and any other amounts stated in the SPECIAL CONDITIONS.

G6.3 Payment is to be made in euros and only by

- (a) direct TRANSFER from the buyer's conveyancer to the SELLER'S conveyancer; and
 - (b) the release of any DEPOSIT held by a stakeholder
- or in such other manner as the SELLER'S conveyancer may agree.

G6.4 Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER'S conveyancer's client account or as otherwise required by the terms of the CONTRACT.

G6.5 If COMPLETION takes place after 1400 hours for a reason other than the SELLER'S default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.

SALE MEMORANDUM

G6.6 Where applicable the CONTRACT remains in force following COMPLETION.

G7. **Notice to complete**

G7.1 The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within ten BUSINESS DAYS (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be READY TO COMPLETE.

G7.3 If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:

- (a) terminate the CONTRACT;
- (b) claim the DEPOSIT and any interest on it if held by a stakeholder;
- (c) forfeit the DEPOSIT and any interest on it;
- (d) resell the LOT; and
- (e) claim damages from the BUYER.

G7.4 If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:

- (a) terminate the CONTRACT; and
- (b) recover the DEPOSIT and any interest on it from the SELLER or, if applicable, a stakeholder.

G8. **If the CONTRACT is brought to an end**

If the CONTRACT is lawfully brought to an end:

- (a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; and
- (b) the SELLER must return the DEPOSIT and any interest on it to the BUYER (and the BUYER may claim it from the stakeholder, if applicable) unless the SELLER is entitled to forfeit the DEPOSIT under CONDITION G7.3.

G9. **Landlord's licence**

G9.1 Where the LOT is or includes leasehold land and licence to assign or sublet is required this CONDITION G9 applies.

G9.2 The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.

G9.3 The AGREED COMPLETION DATE is not to be earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that licence has been obtained ("licence notice").

G9.4 The SELLER must

- (a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and
- (b) enter into any authorised guarantee agreement properly required.

SALE MEMORANDUM

G9.5 The BUYER must promptly

- (a) provide references and other relevant information; and
- (b) comply with the landlord's lawful requirements.

G9.6 If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the SELLER has not given licence notice to the BUYER the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the other terminate the CONTRACT at any time before the SELLER has given licence notice. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.

G10. Interest and apportionments

G10.1 If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the SELLER'S default the BUYER must pay interest at the INTEREST RATE on the money due from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on the ACTUAL COMPLETION DATE.

G10.2 Subject to CONDITION G11 the SELLER is not obliged to apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must promptly pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at the ACTUAL COMPLETION DATE unless:

- (a) the BUYER is liable to pay interest; and
- (b) the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from which interest becomes payable by the BUYER;

in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.

G10.4 Apportionments are to be calculated on the basis that:

- (a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year (or 366 in a leap year), and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
- (c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.

G10.5 If a payment due from the BUYER to the SELLER on or after COMPLETION is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment.

G11. ARREARS

Part 1 – Current rent

G11.1 "Current rent" means, in respect of each of the TENANCIES subject to which the LOT is sold, the instalment of rent and other sums payable by the tenant on the most recent rent payment date on or within four months preceding COMPLETION.

SALE MEMORANDUM

G11.2 If on COMPLETION there are any ARREARS of current rent the BUYER must pay them, whether or not details of those ARREARS are given in the SPECIAL CONDITIONS.

G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.

Part 2 - BUYER to pay for ARREARS

G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of ARREARS.

G11.5 The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all ARREARS of which details are set out in the SPECIAL CONDITIONS.

G11.6 If those ARREARS are not OLD ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to recover those ARREARS.

Part 3 – BUYER not to pay for ARREARS

G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS

- (a) so state; or
- (b) give no details of any ARREARS.

G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY;
- (b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancer may reasonably require;
- (d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER'S order;
- (e) not without the consent of the SELLER release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and
- (f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to part 3 of this CONDITION G11.

G11.9 Where the SELLER has the right to recover ARREARS it must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.

G12. Management

G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.

G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.

SALE MEMORANDUM

G12.3 The SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY; or a new tenancy or agreement to grant a new tenancy) and:

- (a) the SELLER must comply with the BUYER's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability;
- (b) if the SELLER gives the BUYER notice of the SELLER's intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and
- (c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.

G13. Rent deposits

G13.1 Where any TENANCY is an assured shorthold tenancy, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.

G13.2 The remainder of this CONDITION G13 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.

G13.3 If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER's lawful instructions.

G13.4 Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to:

- (a) observe and perform the SELLER's covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;
- (b) give notice of assignment to the tenant; and
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14. VAT

G14.1 Where a SALE CONDITION requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.

G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.

G15. Transfer as a going concern

G15.1 Where the SPECIAL CONDITIONS so state:

- (a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
- (b) this CONDITION G15 applies.

SALE MEMORANDUM

G15.2 The SELLER confirms that the SELLER:

- (a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.

G15.3 The BUYER confirms that

- (a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;
- (b) it has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;
- (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- (d) it is not buying the LOT as a nominee for another person.

G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence

- (a) of the BUYER'S VAT registration;
 - (b) that the BUYER has made a VAT OPTION; and
 - (c) that the VAT OPTION has been notified in writing to HM Revenue and Customs;
- and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at COMPLETION.

G15.5 The BUYER confirms that after COMPLETION the BUYER intends to

- (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and
- (b) collect the rents payable under the TENANCIES and charge VAT on them.

G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a transfer of a going concern then:

- (a) the SELLER'S conveyancer is to notify the BUYER'S conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT;
- (b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and
- (c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.

G16. **Capital allowances**

G16.1 This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.

G16.2 The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in connection with the BUYER'S claim for capital allowances.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.

G16.4 The SELLER and BUYER agree:

- (a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and

SALE MEMORANDUM

- (b) to submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17. Maintenance agreements

G17.1 The SELLER agrees to use reasonable endeavours to transfer to the BUYER, at the BUYER's cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.

G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such agreements from the ACTUAL COMPLETION DATE.

G18. Landlord and Tenant Act 1987

G18.1 This CONDITION G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987

G18.2 The SELLER warrants that the SELLER has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

G19. Sale by PRACTITIONER

G19.1 This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.

G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.

G19.3 Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale or the performance of the SELLER's obligations. The TRANSFER is to include a declaration excluding that personal liability.

G19.4 The LOT is sold

- (a) in its condition at COMPLETION;
- (b) for such title as the SELLER may have; and
- (c) with no title guarantee;

and the BUYER has no right to terminate the CONTRACT or any other remedy if information provided about the LOT is inaccurate, incomplete or missing.

G19.5 Where relevant:

- (a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the document of appointment and the PRACTITIONER'S acceptance of appointment; and
- (b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.

SALE MEMORANDUM

G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.

G20. TUPE

G20.1 If the SPECIAL CONDITIONS state “there are no employees to which TUPE applies”, this is a warranty by the SELLER to this effect.

G20.2 If the SPECIAL CONDITIONS do not state “there are no employees to which TUPE applies” the following paragraphs apply:

- (a) The SELLER must notify the BUYER of those employees whose contracts of employment will transfer to the BUYER on COMPLETION (the “Transferring Employees”). This notification must be given to the BUYER not less than 14 days before COMPLETION.
- (b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the Transferring Employees.
- (c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the SELLER will transfer to the BUYER on COMPLETION.
- (d) The BUYER is to keep the SELLER indemnified against all liability for the Transferring Employees after COMPLETION.

G21. Environmental

G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.

G21.2 The SELLER has made available such reports as the SELLER has as to the environmental condition of the LOT and has given the BUYER the opportunity to carry out investigations (whether or not the BUYER has read those reports or carried out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT

G21.3 The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.

G22. Service Charge

G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.

G22.2 No apportionment is to be made at COMPLETION in respect of service charges.

G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:

- (a) service charge expenditure attributable to each TENANCY;
- (b) payments on account of service charge received from each tenant;
- (c) any amounts due from a tenant that have not been received;
- (d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.

G22.4 In respect of each TENANCY, if the service charge account shows:

SALE MEMORANDUM

- (a) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or
- (b) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER;

but in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.

G22.5 In respect of service charge expenditure that is not attributable to any TENANCY the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.

G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

- (a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and
- (b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.

G23. Rent reviews

G23.1 This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or determined.

G23.2 The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed.

G23.3 Following COMPLETION the BUYER must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the SELLER, such consent not to be unreasonably withheld or delayed.

G23.4 The SELLER must promptly:

- (a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
- (b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.

G23.5 The SELLER and the BUYER are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

G23.6 When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER'S period of ownership within five BUSINESS DAYS of receipt of cleared funds.

SALE MEMORANDUM

G23.7 If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the tenant has not been received by COMPLETION the increased rent and any interest recoverable is to be treated as ARREARS.

G23.8 The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.

G24. Tenancy renewals

G24.1 This CONDITION G24 applies where the tenant under a TENANCY has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.2 Where practicable, without exposing the SELLER to liability or penalty, the SELLER must not without the written consent of the BUYER (which the BUYER must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.3 If the SELLER receives a notice the SELLER must send a copy to the BUYER within five BUSINESS DAYS and act as the BUYER reasonably directs in relation to it.

G24.4 Following COMPLETION the BUYER must:

- (a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings;
- (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
- (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER'S period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.

G24.5 The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and any proceedings relating to this.

G25. Warranties

G25.1 Available warranties are listed in the SPECIAL CONDITIONS.

G25.2 Where a warranty is assignable the SELLER must:

- (a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty; and
- (b) apply for (and the SELLER and the BUYER must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.

G25.3 If a warranty is not assignable the SELLER must after COMPLETION:

- (a) hold the warranty on trust for the BUYER; and
- (b) at the BUYER'S cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or penalty.

SALE MEMORANDUM

G26. No assignment

The BUYER must not assign, mortgage or otherwise transfer or part with the whole or any part of the BUYER'S interest under this CONTRACT.

G27. Registration at the Land Registry

G27.1 This CONDITION G27.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as practicable:

- (a) procure that it becomes registered at the Land Registry as proprietor of the LOT;
- (b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and
- (c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This CONDITION G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:

- (a) apply for registration of the TRANSFER;
- (b) provide the SELLER with an official copy and title plan for the BUYER'S new title; and
- (c) join in any representations the SELLER may properly make to the Land Registry relating to the application.

G28. Notices and other communications

G28.1 All communications, including notices, must be in writing. Communication to or by the SELLER or the BUYER may be given to or by their conveyancers.

G28.2 A communication may be relied on if:

- (a) delivered by hand; or
- (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
- (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.

G28.3 A communication is to be treated as received:

- (a) when delivered, if delivered by hand; or
 - (b) when personally acknowledged, if made electronically;
- but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.

G28.4 A communication sent by a postal service that offers normally to deliver mail the next following BUSINESS DAY will be treated as received on the second BUSINESS DAY after it has been posted.

G29. Contracts (Rights of Third Parties) Act 1999

No one is intended to have any benefit under the CONTRACT pursuant to the Contracts (Rights of Third Parties) Act 1999.

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.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

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** the persons transferring the property.

Complete as appropriate where the transferor is a company.

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.

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.

	1 Title number(s) of the property: HE51911
	2 Property: The Birdcage Barons Cross Road Barons Cross Leominster HR6 8RS
	3 Date:
	4 Transferor: Marion Iris Bird <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
	5 Transferee for entry in the register: <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
	6 Transferee's intended address(es) for service for entry in the register:
	7 The transferor transfers the property to the transferee

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 11.

Place 'X' in any box that applies.

Add any modifications.

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.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

8 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:

9 The transferor transfers with

- full title guarantee
- limited title guarantee

10 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:

11 Additional provisions

The Transferee covenants, by way of indemnity only, on the Transferee's behalf and on behalf of 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 title number HE51911 in so far as they are subsisting and capable of taking effect and 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 10 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 3.

12 Execution

SIGNED AS A DEED
by the said MARION IRIS BIRD
In the presence of:

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.

The electronic official copy of the register follows this message.

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



Official copy of register of title

Title number HE51911

Edition date 30.12.2014

- This official copy shows the entries on the register of title on 23 MAR 2020 at 16:04:11.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 23 Mar 2020.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Telford Office.

A: Property Register

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

HEREFORDSHIRE

- 1 (20.10.2014) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being The Birdcage, Barons Cross Road, Barons Cross, Leominster (HR6 8RS).
- 2 (20.10.2014) The Conveyance dated 17 June 1977 referred to in the Charges Register contains a provision as therein mentioned.
- 3 (20.10.2014) The land has the benefit of the rights granted by a Deed dated 19 September 2014 made between (1) Admiral Taverns Limited and (2) Marion Iris Bird.

NOTE 1: The rights granted by the Deed are granted over title number HE52002 first registered with possessory title on 3 November 2014 and are consequently not binding on any right or interest adverse to or in derogation of the title of the first registered proprietor of that title.

NOTE 2:-Copy filed under HE52002.

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 (20.10.2014) PROPRIETOR: MARION IRIS BIRD of The Birdcage, Barons Cross Road, Barons Cross, Leominster HR6 8RS.
- 2 (20.10.2014) The value stated as at 20 October 2014 was £450,000.

C: Charges Register

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

- 1 (20.10.2014) The land is subject to the rights reserved by a Conveyance of the land in this title dated 17 June 1977 made between (1) West

Title number HE51911

C: Charges Register continued

Country Breweries Limited and (2) Marion Iris Bird.

NOTE:-Copy filed.

End of register

These are the notes referred to on the following official copy

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

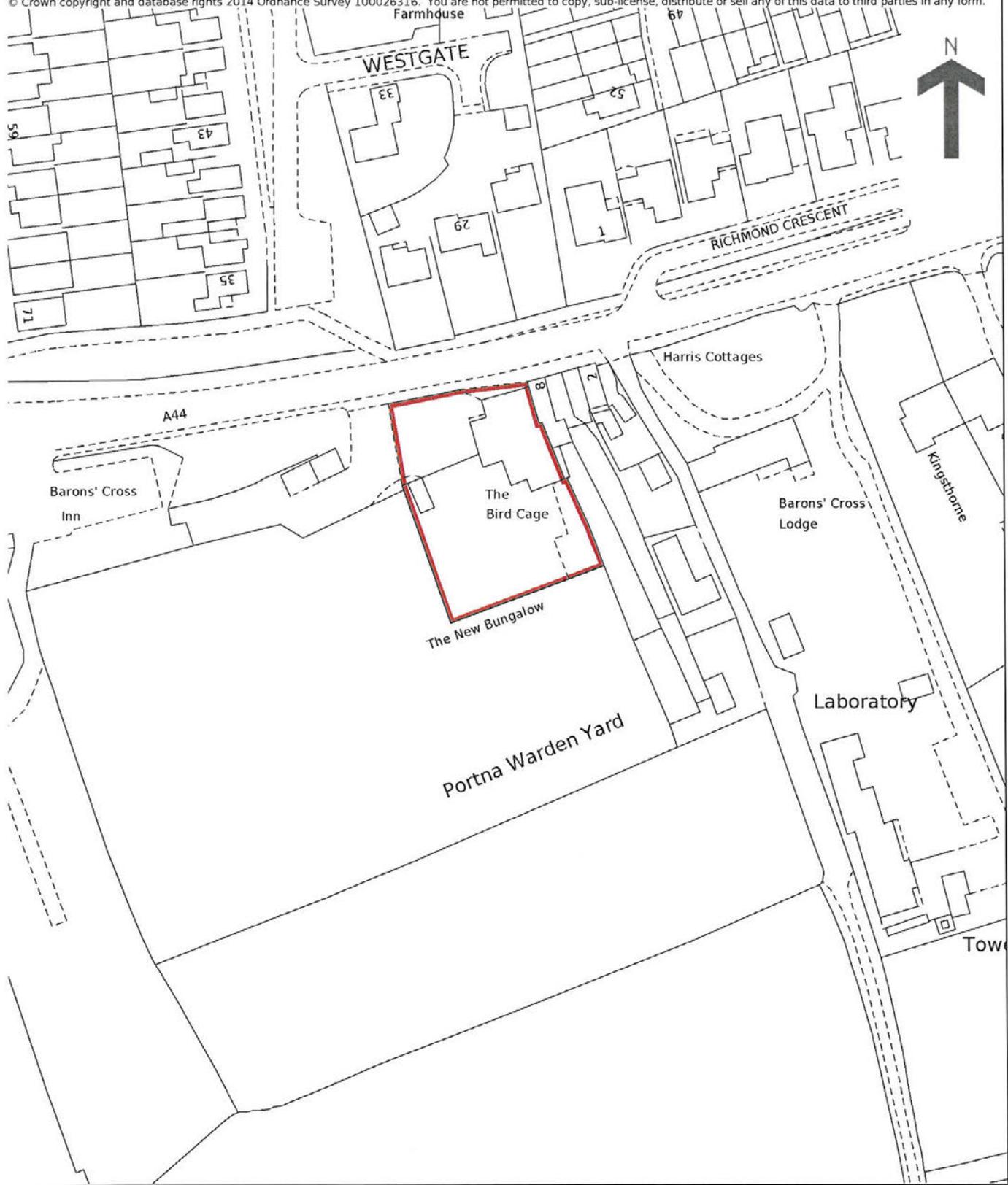
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

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

This official copy is issued on 23 March 2020 shows the state of this title plan on 23 March 2020 at 16:04:11. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Telford Office .



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These are the notes referred to on the following official copy

Title Number HE51911

The electronic official copy of the document follows this message.

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

Please note that the quality of one or more pages may be poor. Unfortunately this is the best quality image we hold of the document. If you are able to obtain a better quality copy from another source we would be grateful if you would send it to us so we may update our records. Alternatively if you know who holds or may hold either a copy or the original please let us know so that we may contact that person.

Costs or expenses reasonably incurred as a result of the mistake may be recoverable as indemnity under paragraph 3 of Schedule 8, Land Registration Act 2002. However the Registrar's consent should normally be obtained before such costs are incurred. If you intend to incur costs as a result of any loss arising from the poor quality and to claim for these under the statutory compensation scheme please inform us of the steps you intend to take, what is the estimated cost and how this has been calculated. Our *Practice Guide 39 - Rectification and indemnity* contains further information. We appreciate that the payment of indemnity will be an inferior alternative to a better copy of the document itself.

You can view or download copies of the practice guide from our website at www.gov.uk/land-registry in English or Welsh. Alternatively, you can telephone Customer Support on 0300 006 0411 (0300 006 0422 for a Welsh-speaking service).

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

This Conveyance

is made the Seventh day of June One thousand nine

hundred and seventy seven BETWEEN WEST COUNTRY BREWERIES LIMITED whose registered office is at Nonsen Avenue Cheltenham in the County of Gloucester (hereinafter called "the Vendor") of the one part and MARION IRIS BIRD of The Brickmakers Arms Barons Cross Leominster in the County of Hereford and Worcester (hereinafter called "the Purchaser") of the other part

WHEREAS: the Vendor is seized ~~for the Vendor's own sole benefit~~ of the property described in the Schedule hereto for a legal estate in fee simple in possession free from incumbrances and has agreed to convey the same to the Purchaser in manner hereinafter appearing for the sum of Ten thousand six hundred pounds

NOW THIS DEED WITNESSETH as follows:

1. IN pursuance of the said agreement and in consideration of the sum of TEN THOUSAND SIX HUNDRED POUNDS paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys unto the Purchaser ALL the property described in the Schedule hereto RESERVING to the Vendor for the benefit of its adjoining property all easements and rights equivalent to any existing quasi-easements and quasi-rights over the property conveyed TO HOLD unto the Purchaser in fee simple

2. THE Purchaser hereby covenants with the Vendor as follows:

A. (i) Not to apply for the removal to other premises of the Justices' Licence relating to the property hereby conveyed;

(ii) Not to surrender the said Justices' Licence in consideration of the grant of a new Justices' Licence for other premises; and

(iii) Not to apply for the renewal of the said Justices' Licence

(iv) That if she wishes to sell intoxicating liquor at the said property and obtains a Justices' Licence to do so she shall purchase all such liquor from Whitbread & Company Limited or its subsidiaries or its or their associated Companies

B. To maintain in good repair all existing fences dividing the said property from the adjoining property of the Vendor and within three months after the date hereof or forthwith on the termination of a Licence which the Vendor is contemplating granting to the husband of the Purchaser to occupy the said adjoining property whichever shall be the later date to erect and for ever thereafter maintain in good repair a fence not exceeding in height two feet six inches along the boundary marked A - B on the plan attached hereto

3. IT is hereby declared that the Purchaser shall not by virtue of this Conveyance acquire any rights or easements over the Vendor's adjoining property which would restrict the free use thereof for building or any other purpose



4. THE Vendor hereby acknowledges the right of the Purchaser to the production of the deeds and documents set out in the Second Schedule hereto and to delivery of copies thereof.

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

IN WITNESS whereof the Vendor has caused its Common Seal to be hereunto affixed and the Purchaser has hereunto set her hand and seal the day and year first before written.

THE FIRST SCHEDULE

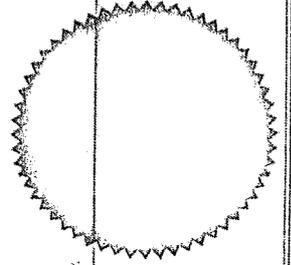
ALL THAT piece of land having a frontage of about One hundred and three feet to the south side of the road leading from Leominster to Hay at Barons Cross near Leominster in the County of Hereford and Worcester a depth therefrom on the west side of about One hundred and seventy one feet and a width at the rear of about One hundred and sixteen feet and more particularly delineated and edged with red on the plan attached hereto TOGETHER with the messuage standing thereon formerly known as The Brickmaker's Arms and to be known as The Birdcage.

THE SECOND SCHEDULE

<u>Date</u>	<u>Document</u>	<u>Parties</u>
14.4.1920	Conveyance	The Cheltenham Original Brewery Co. Ltd. (1) Sir J.T. Agg Gardner & R. Ticehurst (2) Arnold Perrett & Co. Ltd. (3)
22.12.1924	Trust Deed	The Cheltenham Original Brewery Co. Ltd. (1) Arnold Perrett & Co. Ltd. (2) Sir J.T.A. Gardner (3) J.H. Cornfield and H. Gardiner (4) Sir J.T.A. Gardner & F.C. Im Thurn & H. Gardiner and G. Clissold (5)
13.4.1935	Deed of Appointment	The Cheltenham Original Brewery Co. Ltd. (1) Arnold Perrett & Co. Ltd. (2) G. Clissold (3) W.E.F. Berkeley & Col. R. Chapman (4)
12.8.1937	Conveyance and Assignment	Arnold Perrett & Co. Ltd. (1) F.L. Bromfield (2) W.A. Lambert (3) A.T. Halsey (4) V.H. Collier A.T. Halsey E. Hopcraft A.H. Hudson E.L.D. Lake A. Neame S.H. Smith A.N. Trimmer and W.S. Swinscow (5) The Cheltenham Original Brewery Co. Ltd. (6)
27.12.1945	Deed of Appointment	The Cheltenham Original Brewery Co. Ltd. (1) Col. R. Chapman (2) Major R.M. Chapman & Lt. P.F. Hanbury (3)
22.10.1956	Surrender and Release	Col. Sir R. Chapman R.M. Chapman and P.F. Hanbury (1) Cheltenham & Hereford Breweries Ltd. (2)



THE COMMON SEAL of
WEST COUNTRY BREWERIES
LIMITED was hereunto
affixed in the presence
of:



Peter Rye

Director

Please initials

RAD *Raymond* *Attorney on P. 1*

Secretary

SIGNED SEALED AND DELIVERED
by the said HARION LITS
BIRD in the presence of:

Marion J Bird

M. J. Hai
10 Corn Square
Leominster

Solicitor



176. 10000

WILTS COUNTY BREWERIES LIMITED

to



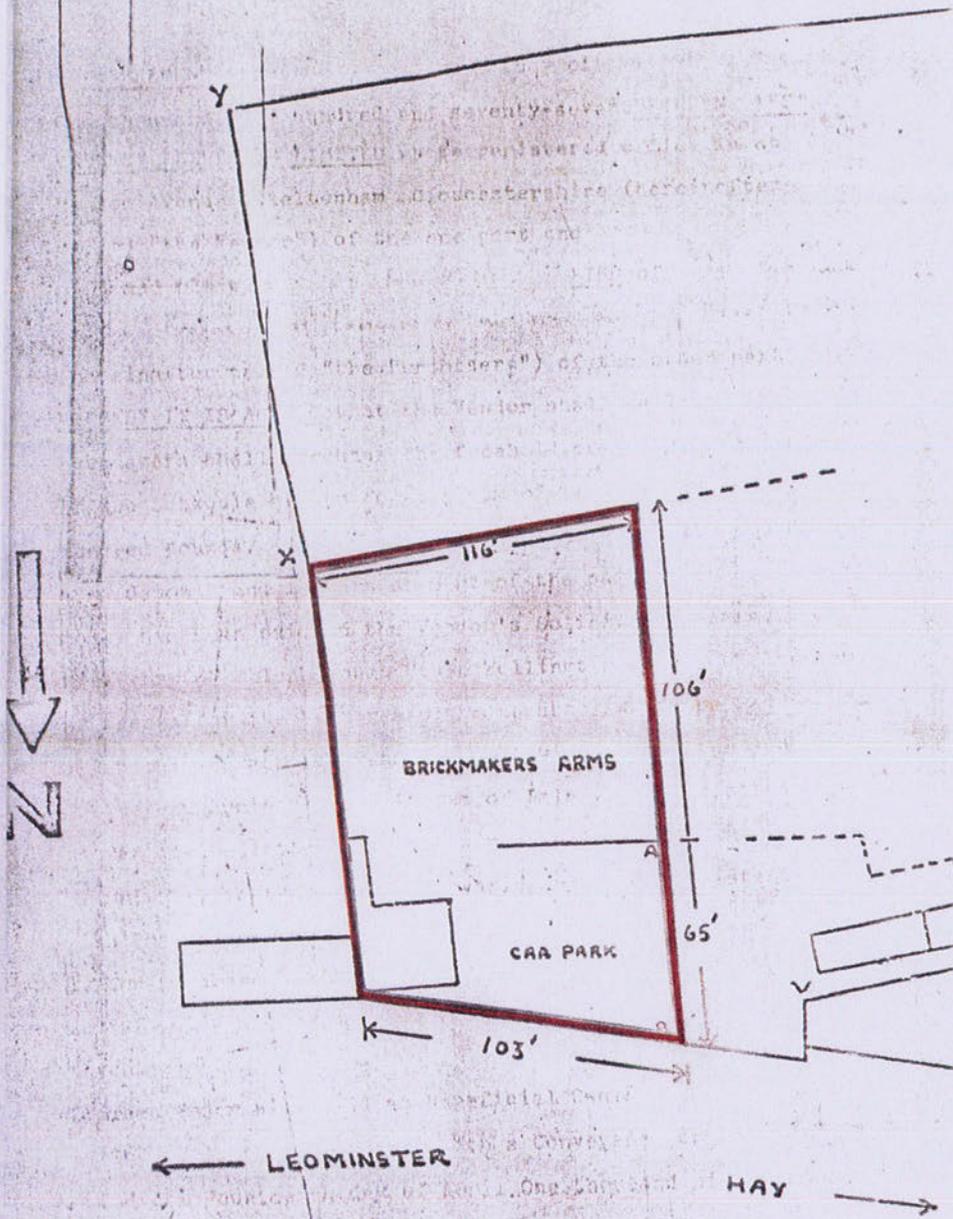
MARION IRIS BIRD

Amberg

relating to

Property formerly known as The Brickmakers Arms Barons Cross Leominster in the County of Hereford and Worcester and to be known as The Birdcage

WE HEREBY CERTIFY THIS TO BE A TRUE AND ACCURATE COPY OF THE ORIGINAL
GABES, SOLICITORS
14 BROAD STREET, HEREFORD



LAND REGISTRY
LAND REGISTRATION ACT 2002

Deed of grant of easement

WE HEREBY CERTIFY THIS TO BE A
TRUE AND ACCURATE COPY
OF THE ORIGINAL
Gabbs
GABBS, SOLICITORS
14 BROAD STREET, HEREFORD

County & District: Herefordshire - Leominster

Property: Land adjoining Barons Cross Public House, Barons Cross Road, Barons Cross, Leominster,
HR6 8RS

Date: *19th SEPTEMBER* 2014

A RECITALS

The Grantor (as defined below) has agreed to grant a right of access across a strip of land 5 metres wide ("**the Easement Strip**") shown coloured yellow and over the land shown coloured brown as required to allow access through the gate marked 'X' on the plan annexed hereto ("**the Plan**") on the Grantor's Land (as defined below) to enable the Grantee, its agents, workmen and successors in title to access the rear of the Grantee's Land ("**the Access**") for the purposes of use, repair and maintenance of the Grantee's Septic Tank ("**the Septic Tank**"), and a right of soakaway from the Septic Tank across the Grantor's Land the location of which is shown coloured blue on the Plan ("**the Soakaway Area**").

B OPERATIVE CLAUSE

ADMIRAL TAVERNS LIMITED (Company No: 5438628) whose registered office is at Milton Gate, 60 Chiswell Street, London, EC1Y 4AG ("**the Grantor**") as proprietor of the freehold land described in Schedule 1 ("**the Grantor's Land**") with limited title guarantee grants to **MARION IRIS BIRD** of The Bird Cage, Barons Cross Road, Leominster, HR6 8RS ("**the Grantee**") in perpetuity (subject to clause 3) the right(s) set out in Schedule 2 ("**the Rights**") in respect of the land described in Schedule 3 ("**the Grantee's Land**") to the intent that the Right(s) shall be and remain appurtenant to the Grantee's Land SUBJECT TO the reservations set out in Schedule 4 ("**the Reservations**").

1 Grantee Covenants

- 1.1 The Grantee covenants with the Grantor so as to bind the Grantee's Land and each and every part of it into whosoever hands it may come for the benefit of the Grantor's Land and each and every part of it into whosoever hands it may come that the Grantee shall at all times from the date of this deed indemnify and keep indemnified the Grantor the person or persons deriving title under the Grantor and its estate and effects from and against all and any act, loss, damage or liability suffered by the Grantor and from all and any actions, claims or demands which may be made against it in consequence of or in connection with the exercise by the Grantee of the Rights.
- 1.2 In so far as reasonably possible in the exercise of the Rights the Grantee shall take all reasonable precautions to avoid obstruction to or interference with the use of the Grantor's Land and shall cause as little damage annoyance nuisance or inconvenience to the Grantor or anyone using the Grantor's Land as reasonably practicable.
- 1.3 The Grantee shall make good all damage or injury caused to the Easement Strip and the Grantor's Land by the Grantee in the exercise of the Rights to the Grantor's reasonable satisfaction.

2 **Grantor's Covenants**

The Grantor for itself and its successors in title hereby covenants with the Grantee (for the benefit and protection of the Grantee's Land and each and every part of it) not to do or cause or permit to be done on or over the Easement Strip or the Soakaway Area anything that is likely to cause damage or injury to the Easement Strip or the Soakaway Area PROVIDED THAT nothing shall prevent the Grantor from installing any necessary service pipes drains wires or cables or carrying on normal use of the Grantor's Land or acts of good husbandry including fencing hedging and ditching provided that the Grantor does not cause interference or obstruction to the Easement Strip or Soakaway Area or the Grantee's right to use it.

3 **Arbitration**

Any dispute arising under Clauses 1 or 2 or the Schedules to this Deed shall be determined in default of agreement by a single arbitrator to be agreed upon between the parties hereto or failing agreement to be appointed on the application of either party (after notice in writing to the other party) by the President of the Royal Institution of Chartered Surveyors and save as aforesaid the provisions of the Arbitration Act 1996 and of any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination and for the avoidance of doubt the costs of the arbitration shall be part of the award of the arbitration.

4 **Service of Notices**

All communications relative to this Deed shall be addressed to the Grantor or Grantee at the address shown in this Deed

5 **Registration**

The Grantee and the Grantor apply to the Land Registrar to enter a notice in respect of the Rights in the Charges Register of the Grantee's Land and the Grantor's Land.

6 **General**

- 6.1 A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.
- 6.2 In this deed, the terms "Grantor" and "Grantee" shall in each case include their respective successors in title from time to time of the Grantor's Land (in the case of the Grantor) or the Grantee's Land (in the case of the Grantee) or any part or parts of the same respectively.
- 6.3 If the Grantor and/or the Grantee are more than one all covenants and obligations in this Deed on the part of such party shall be deemed to be joint and several.
- 6.4 All rights not specifically and expressly included in the Rights are reserved to the Grantor.
- 6.5 Unless otherwise stated the Rights are not granted exclusively and are granted in common with the corresponding rights of the Grantor and other persons lawfully entitled to exercise the same.
- 6.6 The perpetuity period applicable to this deed shall be the period of eighty years from and including the date hereof.

IN WITNESS of which this Deed has been executed on the date first before stated.

Schedule 1
(The Grantor's Land)

The land shown edged red on the Plan being land adjoining Barons Cross Public House, Barons Cross Road, Barons Cross, Leominster, HR6 8RS

Schedule 2
(The Rights)

- 1 The right for the Grantee to pass and repass over the Easement Strip shown coloured yellow on the Plan and over the land shown coloured brown on the Plan which will allow access through the gate marked 'X' on the Plan (with or without workmen, tools, vehicles, and appliances) to access the front and the rear of the Grantee's Land. The right of soakaway into the Soakaway Area from the Septic Tank installed on the Grantee's Land across the Grantor's Land shown coloured blue on the Plan

Schedule 3
(The Grantee's Land)

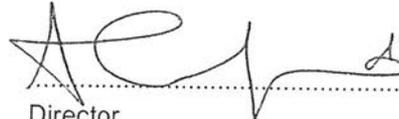
The land and buildings shown edged green on the Plan known as The Bird Cage, Barons Cross Road, Leominster, HR6 8RS

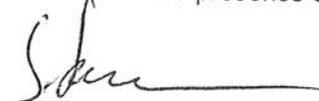
Schedule 4

(The Reservations)

1. In the event that the Grantee fails to comply with its obligations contained in this Deed within a reasonable length of time the Grantor reserves the right for itself and its successors in title to remedy the breach itself by service of prior written notice and the Grantor shall be entitled to recover all reasonable and proper costs of so doing from the Grantee which is to be payable by the Grantee within seven days of written demand.
2. The Grantor reserves the right to terminate the use of the soakaway from the Grantee's Septic Tank and at the Grantor's expense to connect the Grantee's Land and property to the mains sewerage system, the Grantor having first served written notice on the Grantee of its intention to do so. In doing so, the Grantor agrees to pay all necessary costs associated with the drainage works and cause as little damage, nuisance and interference to the Grantee as possible when carrying out any drainage works. The Grantor further agrees not to terminate the use of the soakaway until the works connecting the Grantee's Land to the mains sewerage system have been fully completed and are operational.
3. The Grantor reserves the right on prior written notice to move the gate marked 'X' on the Plan to within the Easement Strip whereupon on the completion of the re-siting of such gate the right of access shall be restricted to the Easement Strip only.

Executed as a deed by
Admiral Taverns Limited
acting by a director in the presence of

) 
)
) Director


.....

Signature of witness

Name SON SANDERS

Address ADMIRAL TAVERNS LIMITED, STICOM

MILL STREET, CULSTON, CN3 5AN

Executed as a deed by
Marion Iris Bird
in the presence of

)
)
)

.....
Signature of witness

Name

Address

.....

Dated 8th September 2014

STATUTORY DECLARATION
of
MARION IRIS BIRD

WE HEREBY CERTIFY THIS TO BE A
TRUE AND ACCURATE COPY
OF THE ORIGINAL


.....
GABBS, SOLICITORS
14 BROAD STREET, HEREFORD

I Marion Iris Bird of The Birdcage, Barons Cross Road, Barons Cross, Leominster, HR6 8RS
DO HEREBY SOLEMNLY AND SINCERELY DECLARE as follows:-

- 1 I have lived at the property known as The Birdcage, Barons Cross Road, Barons Cross, Leominster HR6 8RS ("the Property") throughout my life, with the exception of 8 years between June 1961 and October 1968. However, during this time, I used to visit the Property when my parents lived there. I confirm that I am the current occupier and freehold owner of the Property which I purchased from West Country Breweries Limited on 17th June 1977.
- 2 In 1981, my late husband Brian Derek Bird completed an agreement with West Country Breweries Limited commencing on 24th June 1981 ("the Agreement") to use an area of land ("the Leased Land") which is situated between the Barons Cross Public House ("the Public House") and the Property. A copy of the Agreement is attached hereto and is marked "MIB1". The Leased Land is shown on the plan attached to the Agreement and thereon edged in red.
- 3 It is clear that the plan attached to the said Agreement and forming part of MIB1 does not accurately reflect the true boundaries of the Leased Land. Attached hereto and marked "MIB2" is a plan showing the full extent of the area of land used during the Agreement which includes the Leased Land and that area shown edged in blue ("the Additional Land").
- 4 The Additional Land is not separately enclosed and is only accessible by crossing the Leased Land. The Additional Land has always been treated by my late husband and his successors as if it formed part of the Leased Land created by the Agreement.
- 5 During the Agreement rent payable under the Agreement has been paid direct to West Country Breweries Limited and their successors in title who are now Admiral Taverns.
- 6 Throughout the term granted by the Agreement, the Leased Land and the Additional Land has been used for grazing animals and in accordance with the terms contained in the Agreement and keep both parts mown and tidy. In addition I have used for the benefit of the Property the following rights over the Leased Land namely:-
 - (a) a right of access with or without vehicles over the entrance way of the Leased Land from the highway leading to the Property;
 - (b) a right of way around the boundary between the Property and the Leased Land for the purposes of emptying the septic tank within the Property. Such access has been with a tanker vehicle; and
 - (c) the use of spreader pipes serving the septic tank located at the Property for the purposes of the foul drainage system.
7. And I hereby make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declared at
in the County of
this 8th day of September 2014

)
)
) *Jane L. Bard*

Before *[Signature]*
Solicitor/A-Commissioner for Oaths

T. A. MATTHEWS
SOLICITORS
BROADWAY HOUSE
32-35 BROAD STREET
HEREFORD HR4 9AR

MIB 1

[Handwritten signature]

8th September 2014

Dated _____

198

WEST COUNTRY BREWERIES LIMITED

- and -

B.D. BIRD, ESQ.

A G R E E M E N T

for tenancy of land at
Baron's Cross, Leominster,
Hereford and Worcester.

Messrs. Rikkerbys,
Solicitors,
Cheltenham.

Ref: LJS/AJ/CAS/M1600C

AN AGREEMENT made the _____ day of _____
One thousand nine hundred and eighty-one BETWEEN WEST
COUNTRY BREWERIES LIMITED whose registered office is at
Monson Avenue Cheltenham Gloucestershire (hereinafter
called "the Landlord") of the one part and BRIAN DEREK BIRD
of The Bird Cage Guest house Baron's Cross Leominster
Hereford and Worcester (hereinafter called "the Tenant") of
the other part

WHEREBY IT IS AGREED as follows:-

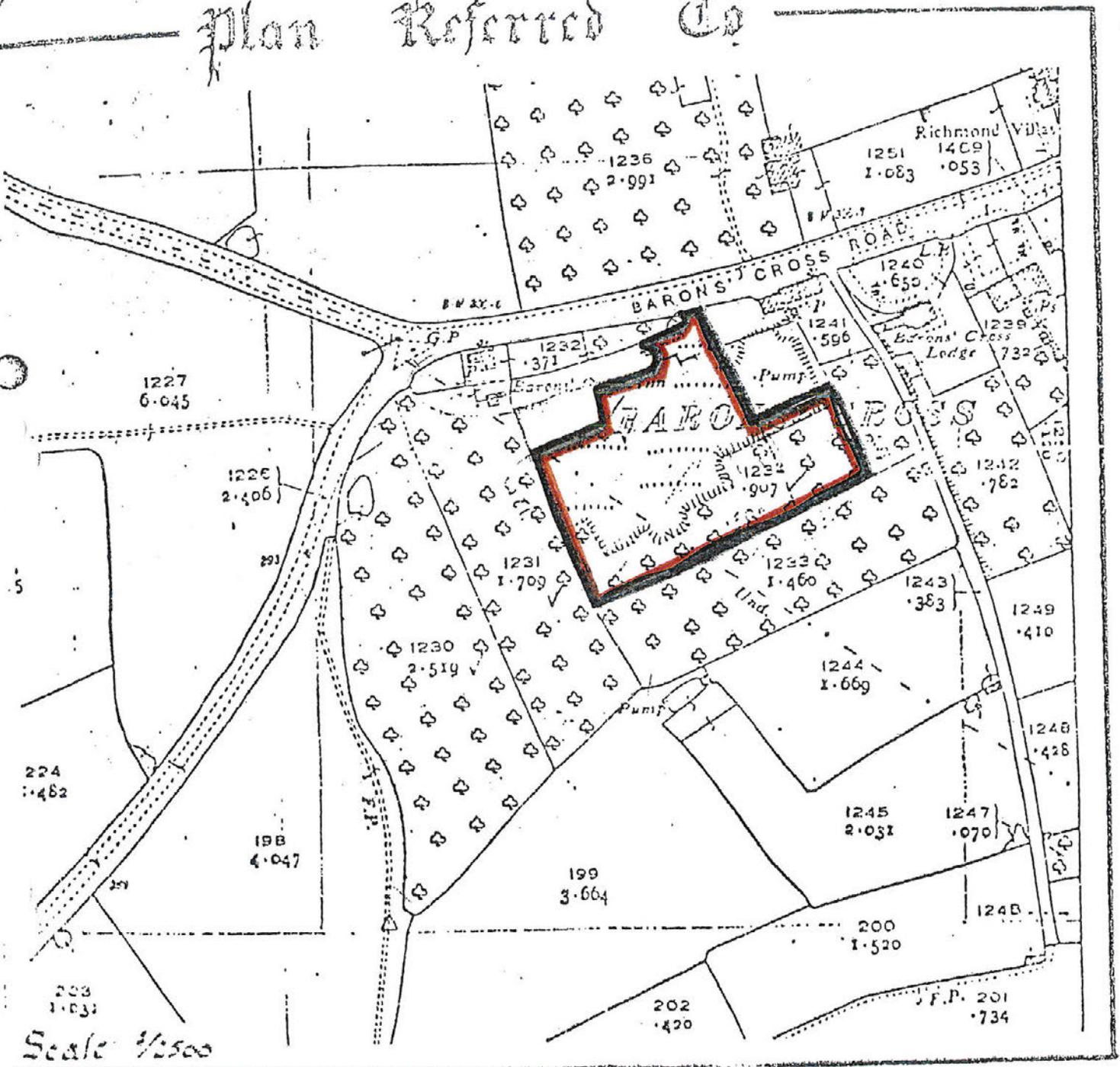
1. The Landlord hereby lets and the Tenant hereby takes
ALL THAT piece of land adjoining the Baron's Cross Inn
Leominster aforesaid and for identification purposes only
delineated and edged with red on the plan attached hereto
FROM the Twenty-fourth day of June One thousand nine hundred
and eighty-one until determined by either party giving to
the other 'Twelve months' notice in writing expiring on the
Twenty-fourth day of June in any year AT the yearly rent
of One hundred and twenty-five pounds payable by half yearly
instalments in advance on the twenty-fourth day of June and
the Twenty-fifth day of December in each year the first
payment in respect of the period commencing on the Twenty-
fourth day of June One thousand nine hundred and eighty-one
until the Twenty-fifth day of December One thousand nine
hundred and eighty-one to be made on the signing hereof
2. All sporting rights (subject to the Ground Game Acts of
1880 and 1906) and all timber and timberlike trees pollards
and saplings are excepted and reserved out of the tenancy
hereby granted and the Landlord and its agents and servants
shall be at liberty to enter into and upon the premises with

or without horses or vehicles at all reasonable times for the purpose of exercising the sporting rights and preserving and rearing game and marking cutting felling and carrying away the said timber paying reasonable compensation to the Tenant for damage (if any) done thereby

3. The Tenant shall :-

- (a) pay the said rent at the times and in manner aforesaid and all rates taxes assessments and other outgoings whatsoever now or hereafter to be assessed or levied upon the premises including drainage rates (if any) whether assessed on the owner or occupier but excepting Tithe Redemption Annuity (if any)
- (b) cultivate and manage the premises in a good and husbandlike manner in accordance with the provisions of Section 11 of the Agriculture Act 1947 and keep the same free from weeds and vermin
- (c) provide and lay upon the land every year such lime fertilisers or other manures as shall be proper for the efficient cultivation thereof
- (d) clean out and maintain in good order and condition all ditches and watercourses and keep all hedges properly clipped and all mounds walls rails fences gates and gateposts in good order repair and condition
- (e) not assign underlet charge grant any licence or part with the possession of the premises or any part thereof
- (f) not cut or lop any timber or timberlike trees

Plan Referred To



without the consent in writing of the Landlord or its Agent and preserve the same from damage by cattle or otherwise

- (g) not use permit or suffer the land to be used for any purpose other than for agriculture
- (h) permit the Landlord and its Agents and workmen at all reasonable times during the tenancy to enter and view the state and condition of the premises
- (i) pay the Landlord's Solicitors' proper charges in connection with the preparation of this Agreement and a Counterpart thereof and the Value Added Tax thereon

4. The Tenant paying the said rent and observing the conditions and stipulations herein contained shall quietly enjoy the premises during the tenancy hereby created without interruption by the Landlord

5. If any rent hereby agreed to be paid and whether payment has been demanded or not be Fourteen days in arrear or if the Tenant shall become bankrupt or compound with his creditors or suffer his goods or any of them to be taken in execution or depart out of the country or shall in any respect fail in the performance or observance of any of the conditions or stipulations herein on his part contained then and in any such case it shall be lawful for the Landlord or any person duly authorised by the Landlord in that behalf to re-enter upon the premises and thereupon the tenancy shall determine
AS WITNESS the hand of _____ on behalf of
the Landlord and that of the Tenant the day and year first
before written

SIGNED by)

on behalf of the Landlord)
in the presence of:-)

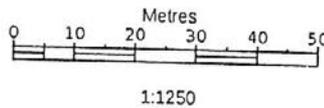
MIB 2

A handwritten signature in black ink, appearing to be 'G. Booth'.

8th September 2014



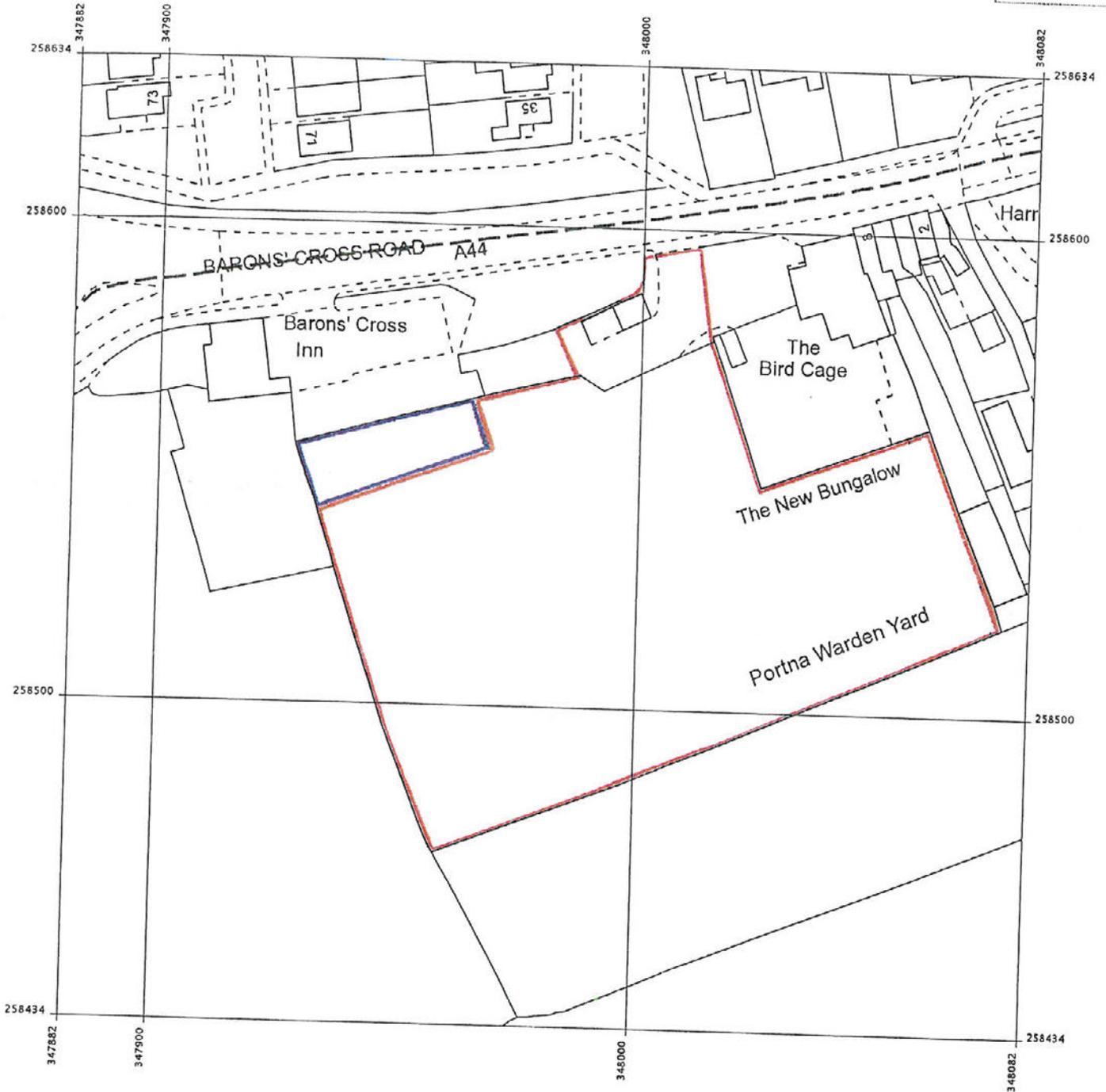
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BARONS CROSS ROAD
LEOMINSTER
HR6 8RS

Supplied by: Latitude Mapping Ltd
Reference: OI593257
Centre coordinates: 347982 258534

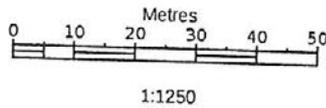
The representation of a road, track or path is no evidence of a right of way. The representation of features as lines is no evidence of a property boundary.



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The representation of a road, track or path is no evidence of a right of way. The representation of features as lines is no evidence of a property boundary.



BARONS CROSS ROAD
LEOMINSTER
HR6 8RS

Supplied by: Latitude Mapping Ltd
Reference: OI593257
Centre coordinates: 347982 258534

Search Number: LC3776

Registering Authority:

Local Land Charges
Herefordshire Council
Archive & Record Centre
Fir Tree Lane
Rotherwas
Hereford
HR2 6LA

Register of Local Land Charges

Certificate of Search

A search has been requested in the register of local land charges kept by the above-named registering authority for subsisting registrations against the following property / land:

Address / description of the property / land:

**THE BIRD CAGE
BARONS CROSS ROAD
LEOMINSTER
HEREFORDSHIRE
HR6 8RS**

Requested by:

Lloyds Cooper LLP
Solicitors
28 South Street
Leominster
Herefordshire
HR6 8JB

Clients Reference: RR/BIR0241

Certificate of Search

It is hereby certified that a search of the register of local land charges has revealed **ONE** registration(s) as described in the schedule hereto up to and including the date of this certificate.

Signed

Paul McKenna

On behalf of:

PPSEARCHES LLP
Bryngarth Lodge, Much Birch, Hereford, HR2 8HJ
Tel: 01981 540078 Fax: 01981 208050

Date generated: 03/04/2020



**Register of Local Land Charges
Schedule to the Certificate of Search**

Part 1 – General Financial Charges – None

Part 2 – Specific Financial Charges – None

Part 3 – Planning Charges:

Charge Reference: 83

Date of Registration: 27/08/80

The County of Hereford (Area of Special Control of Advertisements) Order 1965 dated 19/08/65

Part 4 – Miscellaneous Charges - None

Part 5 – Fenland Ways Maintenance Charges – None

Part 6 – Land Compensation Charges – None

Part 7 – New Towns Charges – None

Part 8 – Civil Aviation Charges – None

Part 9 – Opencast Coal Charges – None

Part 10 – Listed Buildings Charges - None

Part 11 – Light Obstruction Notices – None

Part 12 – Land Drainage Schemes – None

NOTES:

The Register of Local Land Charges maintained by Herefordshire Council does not include details of Conditional Planning Consents. Details of any Conditional Planning Consents are compiled from the Planning Register and recorded on Page 3 of this report.

**Regulated Local Authority Search
CON29R – Standard Enquiries (2016 Edition)**

Planning Register Entries (from 01/08/77):

Number	Description	Reference	Decision / Date
1.1	Discharge of details reserved by Condition 6 of 16/1937/O	18/2220/XA2	Split Decision 21/08/18
1.2	Proposed erection of a pair of semi-detached houses – site at The Birdcage	16/1937/O	AC 01/11/16
1.3	Site or proposed detached house at The Birdcage	02/1873/O	R 23/08/02 Appeal Dismissed 12/02/03
1.4	Extension to existing restaurant	89/0253	AC 18/04/89
1.5	Extension to existing restaurant	85/0232	AC 29/05/85
1.6	Extension to provide a separate bar next to restaurant	81/0553	AC 23/10/81
1.7	Extension to provide an entrance foyer	78/0783	AC 23/10/78
1.8	Alterations to provide restaurant facilities	77/0288	AC 23/05/77

Building Regulations (from 01/07/02):

Number	Description	Reference	Decision / Date
2.1	Install replacement windows in a dwelling	16/2912/CPS	09/07/16

Additional Information / Optional Enquiries:

Q8. PIPELINES	
Has a map been deposited under s.35 of the Pipelines Act 1962, or Schedule 7 of the Gas Act 1986, showing a pipeline laid through, or within 100 feet (30.48 metres) of the property?	NO

1.	PLANNING AND BUILDING REGULATIONS	
1.1	Planning and Building Decisions and Pending Applications Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications or agreements:	
(a)	planning permission	See page 3 of this report
(b)	listed building consent	None revealed
(c)	conservation areas consent	None revealed
(d)	certificate of lawfulness of existing use or development	None revealed
(e)	certificate of lawfulness of proposed use or development	None revealed
(f)	certificate of lawfulness of proposed works for listed buildings	None revealed
(g)	heritage partnership agreement	None revealed
(h)	listed building consent order	None revealed
(i)	local listed building consent order	None revealed
(j)	building regulation approval	None revealed
(k)	building regulation completion certificate and	None revealed
(l)	any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?	See page 3 of this report
1.2	Planning Designations and Proposals	
	What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?	Herefordshire Local Plan Core Strategy 2011 – 2031 (Adopted October 2015): Housing Market Area (H1-2, RA1-2). Neighbourhood Development Plan: Within the Leominster Settlement Boundary (LANP3).
2.	ROADS AND PUBLIC RIGHTS OF WAY	
2.1	Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are:	
(a)	highways maintainable at public expense	Barons Cross Road (A44) is maintained.
(b)	subject to adoption and supported by a bond or bond waiver	Not applicable
(c)	to be made up by a local authority who will reclaim the cost from the frontagers or	Not applicable
(d)	to be adopted by a local authority without reclaiming the cost from the frontagers?	Not applicable
	Public Rights of Way	
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?	There are no entries in the current list of Modification Orders maintained by Herefordshire Council.
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 the definitive map?	There are no entries in the current list of Modification Orders maintained by Herefordshire Council.
2.5	If so, please attach a plan showing the approximate route	Not applicable
3.	OTHER MATTERS	
	Apart from matters entered on the register of local land charges, do any of the following matters apply to the property? If so, how can copies of the 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 required for road works?	NO
3.3	Drainage Matters	
(a)	Is the property served by a sustainable urban drainage system (SuDS)?	Herefordshire Council has confirmed: "Prior to 21/06/16 the authority does not hold comprehensive records of SuDS systems in a retrievable format - please refer to vendor. Post 21/06/16, please refer to conditions on planning decision notices and associated discharge notices relevant to the property".
(b)	Are there any SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?	

(c)	If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?	
3.4	Nearby Road Schemes	
	Is the property (or will it be) within 200m of any of the following?	
(a)	the centre line of a new trunk road or special road specified in any order, draft order or scheme	NO
(b)	the centre line of a proposed alteration or improvement to an existing road, involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway	NO
(c)	the outer limits of construction works for a proposed alteration or improvement to an existing road, involving: (i) the construction of a roundabout (other than a mini roundabout) or (ii) widening by the construction of one or more additional traffic lanes	NO
(d)	the outer limits of: (i) construction of a new road to be built by a local authority, (ii) an improved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway, or (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes.	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 construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway, (ii) construction of a roundabout (other than a mini roundabout) or (iii) widening by construction of one or more additional traffic lanes under proposals published for public consultation	NO
3.5	Nearby Railway Schemes	
(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 tramway, light railway or monorail within the Local Authority boundary?	NO
3.6	Traffic Schemes	
	Has the 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?	NO
(a)	permanent stopping up or diversion	
(b)	waiting or loading restrictions	
(c)	one way driving	
(d)	prohibition of driving	
(e)	pedestrianisation	
(f)	vehicle width or weight restriction	
(g)	traffic calming works including road humps	
(h)	residents parking controls	
(i)	minor road widening or improvement	
(j)	pedestrian crossings	
(k)	cycle tracks or	
(l)	bridge building?	
3.7	Outstanding Notices	
	Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this schedule:	NO
(a)	building works	
(b)	environment	
(c)	health and safety	
(d)	housing	
(e)	highways, or	
(f)	public health	
(g)	flood and coastal erosion risk management	
3.8	Contravention of Building Regulations	
	Has the local authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?	NO
3.9	Notices, Orders, Directions and Proceedings under Planning Acts	
	Do any of the following subsist in relation to the property, or has the local authority decided to issue, serve, make or commence any of the following:	NO
(a)	an enforcement notice	
(b)	a stop notice	

(c)	a listed building enforcement notice	
(d)	a breach of condition notice	
(e)	a planning contravention notice	
(f)	another notice relating to breach of planning control	
(g)	a listed building repairs notice	
(h)	in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation	
(i)	a building preservation notice	
(j)	a direction restricting permitted development	
(k)	an order revoking or modifying planning permission	
(l)	an order requiring discontinuance of use or alteration or removal of building or works	
(m)	a tree preservation order, or	
(n)	proceedings to enforce a planning agreement or planning contribution?	
3.10	Community Infrastructure Levy (CIL)	
(a)	Is there a CIL charging schedule?	NO
(b)	If yes, do any of the following subsist in relation to the property, or has the Local Authority decided to issue, serve, make or commence any of the following:	NB. Herefordshire Council has produced a 'Revised Preliminary Draft Charging Schedule (PDCS) March 2016' but details of adoption have yet to be confirmed.
(i)	a liability notice?	
(ii)	a notice of chargeable development?	
(iii)	a demand notice?	
(iv)	a default liability notice?	
(v)	an assumption of liability notice?	
(vi)	a commencement notice?	
(c)	has a demand notice been suspended?	
(d)	has the Local Authority received full or part payment of any CIL liability?	
(e)	has the Local Authority received any appeal against any of the above?	
(f)	has a decision been taken to apply for a liability order?	
(g)	has a liability order been granted?	
(h)	have any other enforcement measures been taken?	
3.11	Conservation Area	
	Do the following apply in relation to the property:	NO
(a)	the making of a Conservation Area before 31 August 1974, or	
(b)	an unimplemented resolution to designate the area a Conservation Area?	
3.12	Compulsory Purchase	
	Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	None registered
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):	There are no entries in the Contaminated Land Register maintained by Herefordshire Council. Please also refer to the enclosed Homecheck Professional Environmental Report.
(a)	a contaminated land notice	
(b)	in relation to a register maintained under section 78R of the Environmental Protection Act 1990:	
	(i) a decision to make an entry, or	
	(ii) an entry, or	
(c)	consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?	
3.14	Radon Gas	
	Do records indicate that the property is in a 'Radon Affected Area' as identified by Public Health England or Public Health Wales?	The property is in an area in which less than 1% of homes are above the 'Radon Action Level'.
3.15	Assets of Community Value	
(a)	has the property been nominated as an asset of community value? if so:	NO
(i)	is it listed as an asset of community value?	
(ii)	was it excluded and placed on the 'nominated but not listed' list?	
(iii)	has the listing expired?	
(iv)	is the Local Authority reviewing or proposing to review the listing?	

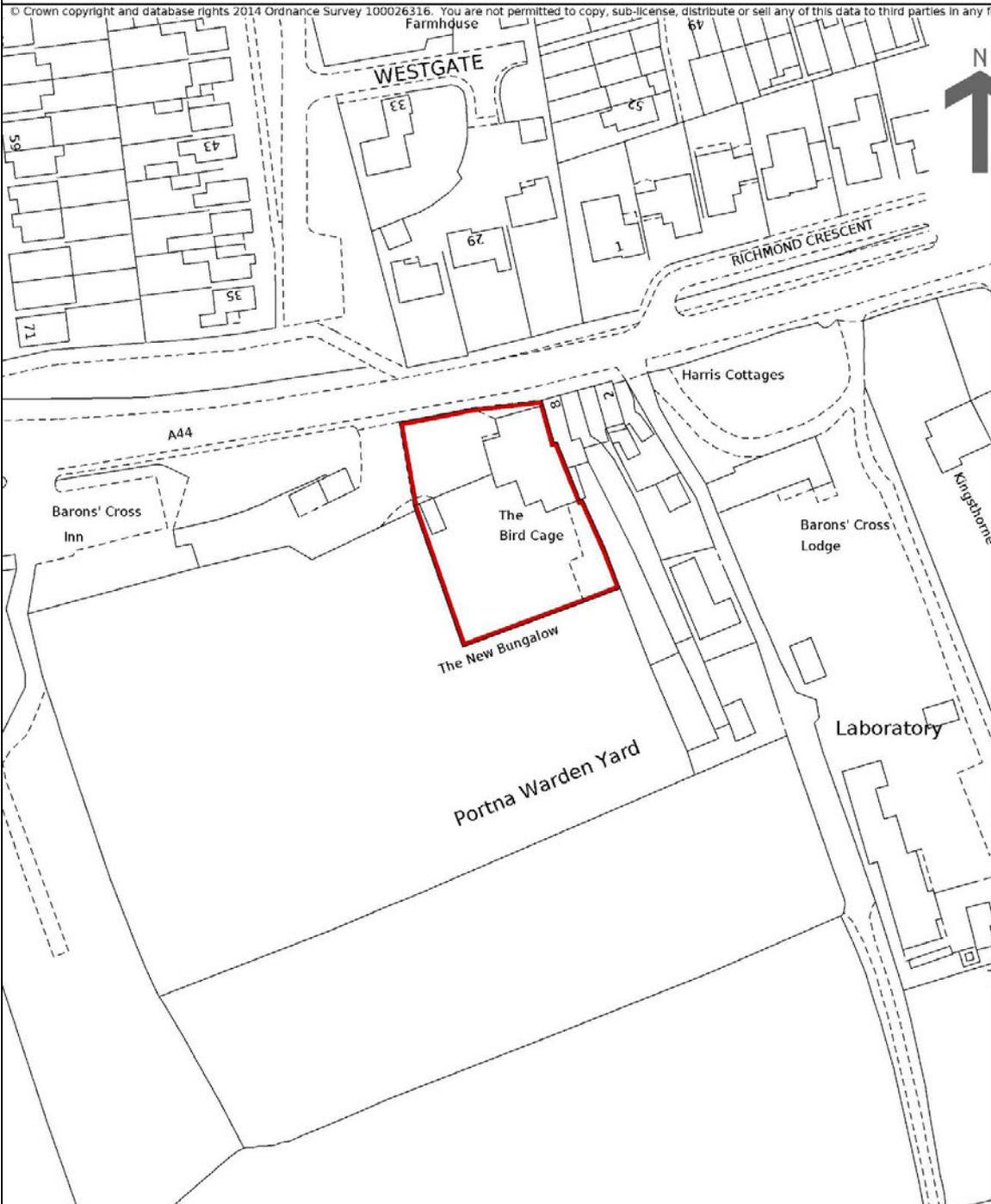
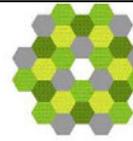
(v)	are there any subsisting appeals against the listing?	
(b)	if the property is listed:	
(i)	has the Local Authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property?	
(ii)	has the Local Authority received a notice of disposal?	
(iii)	has any community interest group requested to be treated as a bidder?	

End of Report

Regulated Local Authority Search
Plan of the Property

HM Land Registry
Official copy of
title plan

Title number **HE51911**
Ordnance Survey map reference **SO4858NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Herefordshire**



Important Consumer Protection Information

This search has been produced by:

PPSEARCHES LLP
Bryngarth Lodge
Much Birch
Hereford
HR2 8HJ
Tel: 01981 540078
Fax: 01981 208050
Email: ppsearches@aol.com

which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search 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.

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 compensation of up to £5,000 to you if he finds that you have suffered actual loss 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

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

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

Complaints Procedure

If you want to make a complaint, we will:

- Acknowledge it within 5 working days of receipt.
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time.
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

Complaints should be sent to:

Paul McKenna
PPSEARCHES LLP
Bryngarth Lodge
Much Birch
Hereford
HR2 8HJ
Tel: 01981 540078
Fax: 01981 208050
Email: ppsearches@aol.com

Terms and Conditions

1. Agreement

- 1.1 PPSEARCHES LLP (PPS) agrees to supply the Report to the Client and the Client agrees to these Terms.
- 1.2 PPS may also supply the Client with Other Products, where PPS acts as an agent, or an authorised reseller, for a Third Party. The supply of those Other Products will be governed by the terms and conditions of those Third Parties.
- 1.3 In providing search reports and services PPS will comply with the Search Code.

2. Intellectual Property

- 2.1 PPS (or its suppliers) owns all the Intellectual Property in the Report. The Report is provided for the Client's own use. The Client can only use the Report for someone else if it is incorporated into services that the Client is providing to that person in the ordinary course of the Client's profession. The Client can only use the Report once for that purpose. The Client must not copy or change the Report in any way. An example of such a change would be to remove a trademark. The Client must not re-sell the Report.
- 2.2 In terms of Intellectual Property, the Client only has the express rights set out above. The Client has no further implied rights.

3. Termination of Rights

- 3.1 The Client's Rights will be lost automatically if (i) the Client fails to abide by these Terms (particularly if the Client's failure is something that cannot be put right); (ii) The Client becomes Insolvent; (iii) The Client challenges PPS as to the ownership of Intellectual Property or does something that PPS believes will put ownership of Intellectual Property at risk; (iv) The Client does not pay something that is owed to PPS.
- 3.2 PPS does not have to continue to supply the Client with report(s), if PPS believes that the Client is not abiding by these terms or has given one months' notice to the Client.
- 3.3 If the Client has paid in advance and the Client's Rights are terminated, PPS will refund a fair and reasonable amount of the sum that the Client has paid to PPS.

4. Liability

- 4.1 Any defect or inaccuracy in the Reports provided by PPS must be notified to PPS by the Client immediately that the defect or inaccuracy has been identified.
- 4.2 In the event that such notice is not given, the Client shall be deemed to have been satisfied with the performance of PPS and the Reports provided.
- 4.3 In the event that the Client suffers loss as a result of the negligence or otherwise, the liability of PPS will be limited to an amount not exceeding £2 million in respect of any individual claim or aggregate of claims relating to the same property.
- 4.4 In any event, PPS is not liable for problems arising from circumstances beyond the reasonable control of PPS, or for any indirect or consequential loss or for any loss of profit however arising.
- 4.5 PPS is also not liable if the Client's complaint results from the Client using the Report for a purpose for which the Client is not allowed to use it.
- 4.6 The information contained in the Report has been obtained by personal inspection of public and other registers made available by the local authority and any other relevant organisations in the public domain. PPS accepts no responsibility for revealing incomplete or inaccurate information where the error is a direct result of defective source material.
- 4.7 In the event that certain questions cannot be answered due to local authority or other restrictions a note of the restriction and method of obtaining the said answers will be included in the report.
- 4.8 Where information has been sourced from additional sources, PPS will confirm details of these sources within the Report.
- 4.9 Reports will contain as much information that is available to PPS at the time, but the Client accepts that sufficient information is not always available to reflect the actual uses to which a property or land has been put.
- 4.10 Even if the Report contains a conclusion or other interpretation of its contents, the Client must not rely exclusively on the Report in terms of valuing the property or land to which the report relates, determining its actual status or condition, or concluding as to its suitability for any use.

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

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

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

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

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

5. Charges

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

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

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

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

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

6. General

6.1 If PPS has to change these Terms, the revised version will be posted on the PPS website. PPS will also try to publicise the fact, but it is the Client's responsibility to ensure that the Client has the latest version of the Terms.

6.2 PPS does not have to supply anyone. PPS may stop supplying the Client without having to give the Client any reason.

6.3 If a court decides that one of these Terms is illegal or unenforceable, that will not affect the rest of the Terms.

6.4 If PPS is slow in exercising its rights under these Terms or chooses not to do so on any occasion, that will not affect the rights of PPS to do so later.

6.5 The Client agrees that everything relevant to relationship between PPS and the Client is written here and there is nothing else that persuaded the Client to accept these Terms.

6.6 The Client agrees that any disputes with PPS will be settled in an English court.

7. Independent Dispute Resolution

7.1 If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint to The Property Ombudsman scheme (website www.tpos.co.uk, email: admin@tpos.co.uk). We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

8. Terms

8.1 References to "the Client" are to the individual, firm or company from whom PPS receive instructions.

8.2 "Insolvent" means that the Client is bankrupt (if the Client is an individual) or the Client has a receiver or liquidator appointed (if the Client is a company) and / or (in either case) the Client is unable to pay the Client's debts as they fall due, the Client makes an arrangement with the Client's creditors or PPS is reasonably satisfied that the above is about to happen.

8.3 "Intellectual Property" means all forms of intellectual property or protective rights recognised in law.

8.4 "the Report" includes any information that PPS supplies to the Client including all reports, services, datasets, software or information contained in them.

8.5 "these Terms" means the terms printed on this document (or any replacement that PPS issues).

8.6 "Third Party" means persons from whom PPS may source Other Products.

8.7 "Other Products" means products and services which are ancillary to the Reports, such as environmental risk insurance.

8.8 "the Client's Rights" means the Client's right to use the Report and any other rights conferred by these Terms.

PPSEARCHES LLP – June 2017

Jacqueline Hutchin
PP Searches Hereford
Bryngarth Lodge
Much Birch, Hereford
Herefordshire
HR2 8HJ

NEW LEGAL REQUIREMENT

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

Drainage and Water Enquiry

The information contained within this report refers to the Existing property at:	THE BIRDCAGE, BARONS CROSS RD, LEOMINSTER, HR68RS
Search report produced by:	Dŵr Cymru Welsh Water P.O. Box 3146 Linea Fortran Road Cardiff CF30 0EH Telephone No. – 0800 917 2652 www.dwrcymru.com www.dwrcymrusearches.com enquiries@dwrcymru.com Water supply - Call 0800 052 0130 Sewerage services - Call 0800 085 3968
Our reference:	2020/3/487919/526851
Your reference:	DCWW_Website

The following records were referenced in compiling this search report

Customer Account System
Asset Information System
Water Quality Database

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

Search report produced on: 26/03/2020

Q 1 Interpretation of Drainage and Water Enquiry

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

Informative Not Applicable.

Q 2 Enquiries and Responses

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

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

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

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

Informative Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.
The company is not responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.
Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any.
Assets other than public sewers may be shown on the copy extract, for information only.
The presence of a public sewer located within the boundary of the property may restrict further development within it.
The sewerage undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the sewerage undertaker or its contractors needing to enter the property to carry out works.

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

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

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

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

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

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

their inspection, repair or renewal.

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

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

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

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

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

Informative This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer.
Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities.
Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991.

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

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

Informative The boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public sewer running within the boundary of the property may restrict further development. The company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work.
Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details be checked with the developer, if any. Assets other than public sewers may be shown on the copy extract, for information only.

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

Response ***The public sewer map included indicates that there is a public sewer within 30.48 metres (100 feet) of a building within the property.***

Informative The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.
Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer.
Assets other than public sewers may be shown on the copy extract, for information only.
If the public sewer map indicates that there is a public sewer or lateral drain located within the development site, dependant on the actual plot layout(s), these sewers may be within 30.48 metres (100 feet) of a proposed building. It is recommended that investigations are made into the drainage arrangements of the property as the owner may be liable for repairs to the drainage

system.

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

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

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

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

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

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

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

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

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

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

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

Informative Not applicable.

Q 13 Is the property connected to mains water supply?

Response ***Records indicate that the property is connected to mains water supply.***

Informative Details of private supplies are not kept by the water undertaker. The situation regarding sources

of supply and supply arrangements should be checked with the current owner of the property and a physical inspection should be carried out.

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

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

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

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

Response ***The charges are based on actual volumes of water measured through a water meter ("metered supply").***

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

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

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

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

Q 17 Is a surface water drainage charge payable?

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

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

rate will be £1.6494 p/m³ for Households and £1.6908 p/m³ for Non-Households. If the premises is not connected then the sewerage volumetric rate will be £1.3051 p/m³ for Households and £1.3465 p/m³ for Non-Households. Where the enquiry relates to a plot of land or development site, it is recommended that the charging proposals are checked with the developer.

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

Response ***Records indicate that the property is served by a water meter, which is not located within the dwelling-house which is or forms part of the property.***

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

Q 19 Who bills the property for sewerage services?

Response ***The property is billed for sewerage services by Dwr Cymru Cyfyngedig, PO Box 690, Cardiff, CF3 5WL, Tel: 0800 052 0145, Internet: www.Dwrcymru.com.***

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

Q 20 Who bills the property for water services?

Response ***The property is billed for water services by Dwr Cymru Cyfyngedig, PO Box 690, Cardiff, CF3 5WL. Tel: 0800 052 0145, website: www.Dwrcymru.com.***

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

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

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

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

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

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

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

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

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

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

The Purchaser should also make enquiries with the seller.

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

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

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

Informative The boundary of the property has been determined by reference to the Ordnance Survey record. "Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal. Water undertakers are required to include in the Regulatory Register that is reported annually to the Director General of Water Services, properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level). The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap. The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap. The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing handbook. Allowable exclusions: The water undertaker is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply. Abnormal demand: This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected. Water undertakers should exclude from the reported DG2 figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year water undertakers may exclude, for each property, up to five days of low pressure caused by peak demand. Planned maintenance: Water undertakers should not report under DG2 low pressures caused by planned maintenance. It is not intended that companies identify the number of properties affected in each instance. However, water undertakers must maintain sufficiently accurate records to verify that low pressure incidents that are excluded from DG2 because of planned maintenance are actually caused by maintenance. One-off incidents: This exclusion covers a number of causes of low pressure; mains bursts; failures of company equipment (such as PRVs or booster pumps); firefighting; and action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded. Low pressure incidents of short duration: Properties affected by low pressures which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded from the reported DG2 figures. The buyer should also make enquiries with the seller.

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

Response ***The analysis records confirmed that tests failed to meet the standards of the 2000 Regulations or the 2001 Regulations in relation to another substance or substances, and these details are included in the attached report.***

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

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

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

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

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

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

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

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

Informative Authorised departures are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health.

Please contact your water undertaker if you require further information.

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

Response ***The nearest sewage treatment works is 877.9 m to the NE of the property. The name of the nearest sewage treatment works is leominster(barons cross) .***

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

Appendix 1 - General Interpretation

1. In this Schedule-

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

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

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

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

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

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

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

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

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

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

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

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

"lateral drain" means—

(a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or
(b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under section 102 of the 1991 Act or in an agreement made under section 104 of that Act(e);

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

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

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

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

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

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

(a) by virtue of a scheme under Schedule 2 to the Water Act 1989(i);
(b) by virtue of a scheme under Schedule 2 to the 1991 Act(j);
(c) under section 179 of the 1991 Act(k); or
(d) otherwise;

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

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

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

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

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

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

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

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

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

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

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

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

Note:

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

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

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

Definitions

'Company' means Dwr Cymru Cyf who produces the Report.
'Order' means any request completed by the Customer requesting the Report.
'Report' means the drainage and/or water report prepared by The Company in respect of the Property.
'Property' means the address or location supplied by the Customer in the Order.
'Customer' means the person, company, firm or other legal body placing the Order, either on their own behalf as Client, or, as an agent for a Client.
'Client' means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property.
'Purchaser' means the actual or potential purchaser of an interest in the Property including the mortgage lender.

Agreement

1. The Company agrees to supply the Report to the Customer and to allow it to be provided to the Client and the Purchaser subject, in each case, to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. Where the Customer is acting as an agent for the Client then the Customer shall be responsible for bringing these terms to the attention of the Client.
- 1.1 The Customer, the Client and Purchaser agree that the placing of an Order for a Report and the subsequent provision of a copy the Report to the Purchaser indicates their acceptance of these terms.

The Report

2. Whilst The Company will use reasonable care and skill in producing the Report, it is provided to the Customer, the Client and Purchaser on the basis that they acknowledge and agree to the following:-
 - 2.1 The information contained in the Report can change on a regular basis so The Company cannot be responsible to the Customer, the Client and Purchaser for any change in the information contained in the Report after the date on which the Report was first produced and sent to the Customer.
 - 2.2 The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.
 - 2.3 The information contained in the Report is based upon the accuracy of the address and plan supplied to the Company.
 - 2.4 The Report provides information as to the location & connection of existing services and other information in relation to drainage and water enquiries and should not be relied on for any other purpose. The Report may contain opinions or general advice to the Customer, the Client and Purchaser which The Company cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.
 - 2.5 The position and depth of apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only, and no warranty as to its correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of The Company's apparatus.

Liability

3. The Company shall not be liable to the Customer, the Client and Purchaser for any failure defect or non-performance of its obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond The Company's reasonable control or the acts or omissions of any party for whom The Company are not responsible.
 - 3.1 Where a report is requested for an address falling within a geographical area where two different Companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by either Company will remain with that Company in respect of the accuracy of the information supplied. A Company supplying information which has been provided to it by another Company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the Company from which the information was obtained.
 - 3.2 The Report is produced for use in relation to individual domestic property transactions and cannot be used for commercial developments of domestic properties or commercial properties for intended occupation by third parties.
 - 3.3 The Company shall accept liability for death or personal injury arising from its negligence but in any other case, the Company's liability for negligence shall be limited to £5000.00. Such liability will be met by the Company or its insurers and the Company has and will maintain an appropriate contract of insurance.

Copyright and Confidentiality

4. The Customer, the Client and Purchaser acknowledge that the Report is confidential and is intended for the personal use of the Client and Purchaser. The copyright and any other intellectual property rights in the Report shall remain the property of The Company. No intellectual or other property rights are transferred or licensed to the Customer, the Client or the Purchaser except to the extent expressly provided.
 - 4.1 The Customer or Client is entitled to make copies of the Report but may only copy the Ordnance Survey mapping or data contained in the, or attached to the Report, if they have an appropriate licence from the originating source of that mapping or data.
 - 4.2 The Customer, the Client and Purchaser agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.
 - 4.3 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.
 - 4.4 The Customer, the Client and Purchaser agree on a joint and several basis to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by either of them of the terms of paragraphs 4.1 to 4.4 inclusive.

Payment

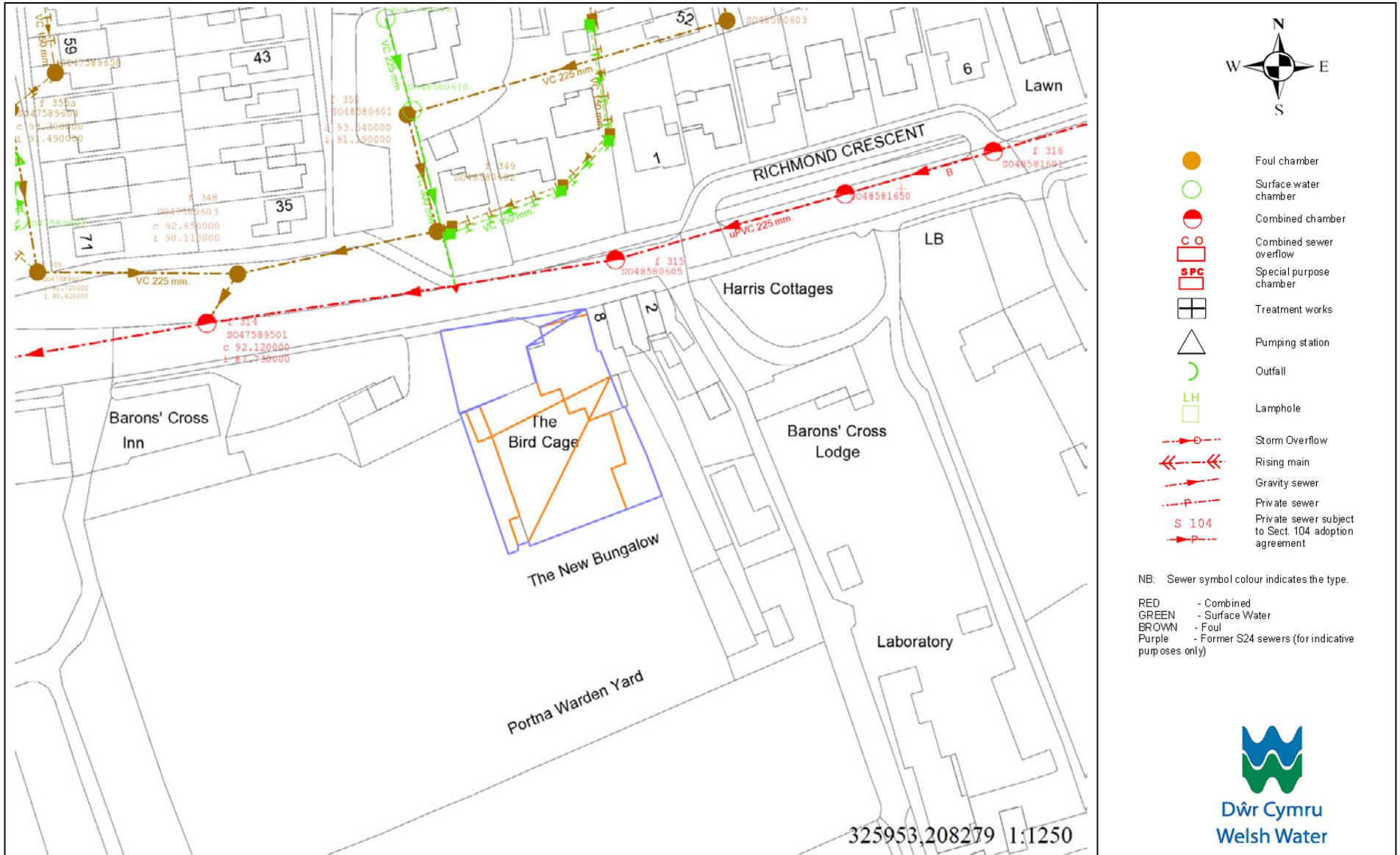
5. Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by The Company, without any set off, deduction or counterclaim. Unless the Customer or Client has an account with The Company for payment for Reports, The Company must receive payments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

General

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

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

Appendix 3 - Extract of the Public Sewer Map for the area surrounding the property/plot [26/03/2020]



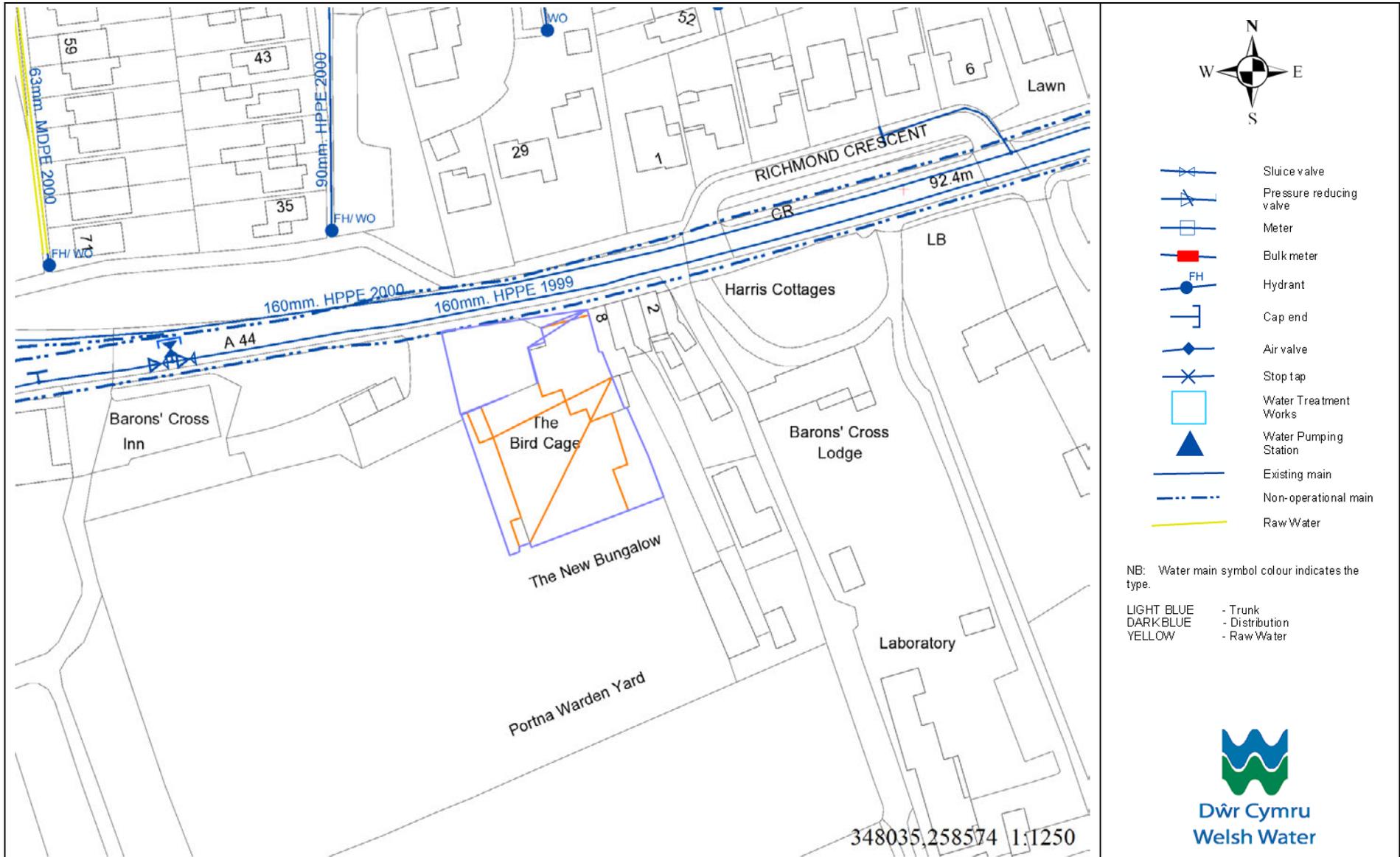
Dwr Cymru Cyf gives this information as to the position of its underground apparatus by way of general guidance only on the strict understanding that it is based on the best information available and no warranty as to its correctness is relied upon in the event of excavations or other works in vicinity of the Company's apparatus and any onus of locating the apparatus before carrying out any excavations rests entirely with you. It must be understood that the furnishing of information is entirely without prejudice to the provision of the New Roads and Street Works Act 1991 and of the Company's right to be compensated for any damage to its apparatus. Service pipes are not generally shown but their presence should be anticipated.

EXACT LOCATIONS OF ALL APPARATUS TO BE DETERMINED ON SITE.

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Appendix 4 - Extract of the Public Water Map for the area surrounding the property/plot [26/03/2020]



Dwr Cymru Cyf gives this information as to the position of its underground apparatus by way of general guidance only on the strict understanding that it is based on the best information available and no warranty as to its correctness is relied upon in the event of excavations or other works in vicinity of the Company's apparatus and any onus of locating the apparatus before carrying out any excavations rests entirely with you. It must be understood that the furnishing of information is entirely without prejudice to the provision of the New Roads and Street Works Act 1991 and of the Company's right to be compensated for any damage to its apparatus. Service pipes are not generally shown but their presence should be anticipated.

EXACT LOCATIONS OF ALL APPARATUS TO BE DETERMINED ON SITE.

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Appendix 5 – Additional Information

Additional information related to response for Question 23

Drinking Water Compliance Summary for Hereford North (Broomy Hill) (H522058)

From 1st January 2019 to 31st December 2019

The population for this zone is 86441

Substance	Samples Taken	Exceedances	Compliance %
TOTAL COLIFORMS(/100ML)	215	1	99.53

Appendix 6 – Residential Drainage & Water Search Complaint Procedure

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

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

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

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

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

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

The water quality data in this report is for the entire water quality zone and not for any individual property.

Homecheck Environmental



Contamination Risk PASSED

Professional Opinion

Argyll Environmental Consultants have passed this report in accordance with the definition of contaminated land within Part 2A of the Environmental Protection Act 1990. Please refer to the Professional Opinion page and Section 1 for further information.



Flood Risk: IDENTIFIED

Refer to Section 2 for further information

Conveyancer Guidance

We consider there to be a risk of flooding within 50m of the search centre. Please refer to Section 2 for further information.



Radon: None Identified

Refer to Section 3 for further information



Ground Stability: None Identified

Refer to Section 4 for further information



Other Influential Factors:

Refer to Section 5 for further information

Environmental Constraints: None Identified

See Section 5a

Report issued for the property at
**The Birdcage, Barons Cross Road
Barons Cross
LEOMINSTER
HR6 8RS**

Report Reference
240437294_1_1

National Grid Reference
348040 258590

Customer Reference
LC3776_HCP

Report Date
4 April 2020

Contact Details

If you require assistance please contact your Search Provider or phone Customer Services on 0844 844 9966 or email helpdesk@homecheck.co.uk

Landmark Contribution

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



Professional Opinion

Contamination Risk

PASSED

In the professional opinion of Argyll Environmental Consultants, following a review of additional information, the level of contamination risk in respect of the Homecheck Professional report dated 4th April 2020 and reference 240437294_1_1, LC3776_HCP for

The Birdcage, Barons Cross Road

Barons Cross

LEOMINSTER

HR6 8RS

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

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

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

Approved by

Argyll Environmental Ltd



Contents and Summary of Findings



Site Location



Section 1: Contamination Risk Findings

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



Section 2: Flood Findings

Flood	0-25m	25-250m	See Section
River Flooding	No	No	2a
Coastal Flooding	No	No	2b
Surface Water Flooding	No	Yes	2c



Section 3: Radon Findings

Radon	Result	See Section
Radon Affected Property	No	3



Section 4: Ground Stability Findings

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



Section 5: Other Influential Factors

Other Influential Factors	Result	See Section
Environmental Constraints	No	5a



Site Location



Aerial Photograph

The photograph below shows the location of the site to which this report relates.



Homecheck® Report

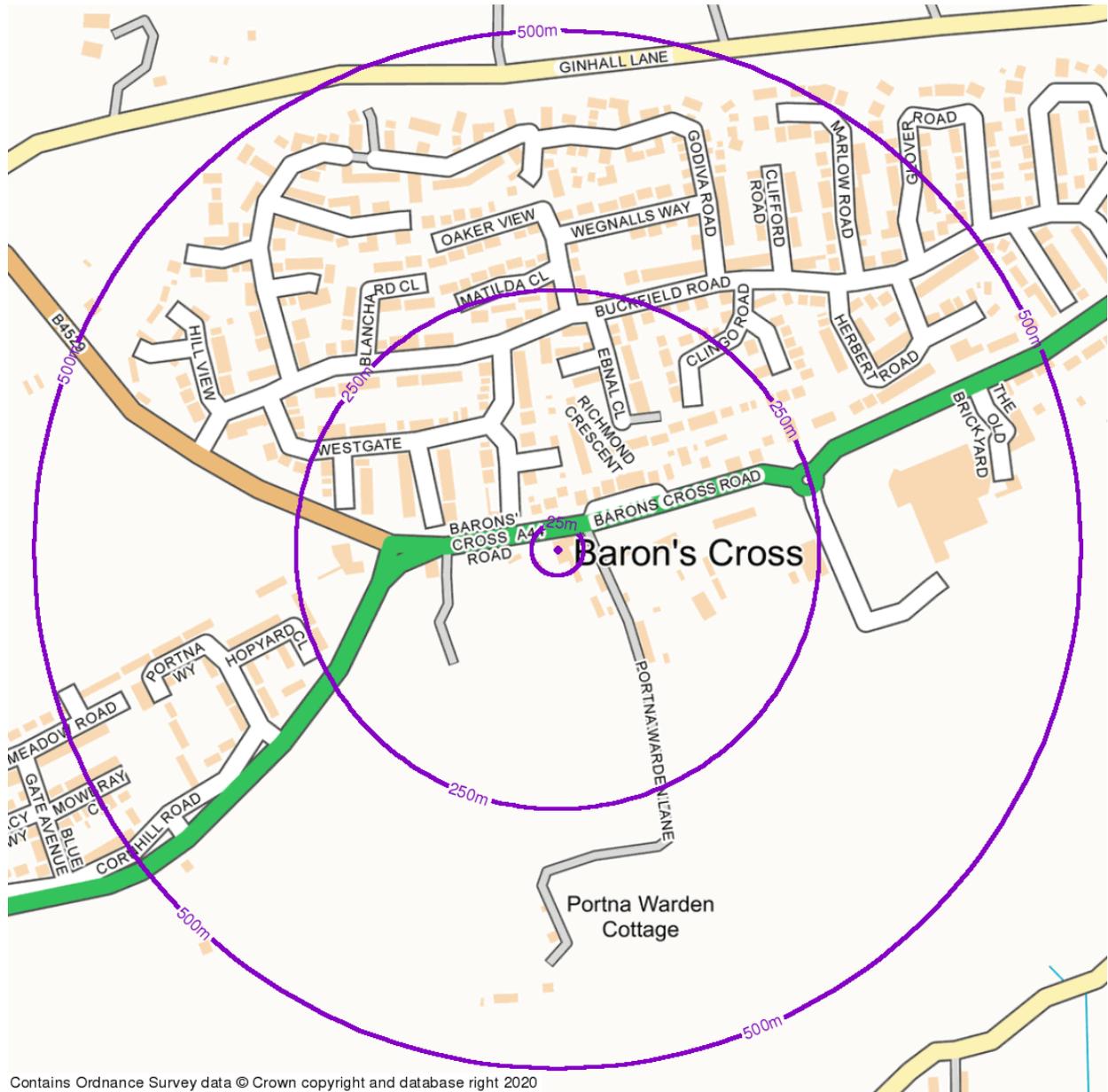
The Birdcage, Barons Cross Road
Barons Cross
LEOMINSTER
HR6 8RS

Report Reference 240437294_1_1

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Date 4 April 2020
Page 2 of 22

Location Map

The map below shows the location of the site to which this report relates.



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Homecheck® Report

The Birdcage, Barons Cross Road
Barons Cross
LEOMINSTER
HR6 8RS

Report Reference 240437294_1_1

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Date 4 April 2020
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Section 1: Contamination Risk Findings

The whole of section 1 deals with potential sources of contamination and provides the information by which this report has either been passed or referred for assessment.



Section 1a and 1b: Information Map

The map detailed below shows the location of the Designated Contaminated Land and Landfill and Waste features highlighted within sections 1a and 1b of this report.



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Section 1a

- Contaminated Land Registry Entries and Notices

Section 1b

- Registered Landfill Sites
- Registered Landfills (Potential Buffer)
- BGS Recorded Landfill Sites
- Local Authority Recorded Landfill Sites
- Historical Landfill Sites
- Permitted Waste Sites - Authorised Landfill Site Boundaries
- Environmental Permitting Regulations - Waste
- Integrated Pollution Control Registered Waste Sites
- Registered Waste Treatment or Disposal Sites
- Registered Waste Transfer Sites

Section 1a: Designated Contaminated Land

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

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

Map ID	Reference	Location	Details	Distance	Contact
--------	-----------	----------	---------	----------	---------

Contaminated Land Register Entries and Notices

No factors identified for this property

Section 1b: Landfill and Waste

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

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

Map ID	Reference	Location	Details	Distance	Contact
--------	-----------	----------	---------	----------	---------

Registered Landfill Sites

No factors identified for this property

BGS Recorded Landfill Sites

No factors identified for this property

Local Authority Recorded Landfill Sites

No factors identified for this property

Local Authority Recorded Landfill Coverage

The following list details the Local Authorities that cover the search area who have made landfill data available:

Herefordshire Council	- Has not been able to supply Landfill data	3
------------------------------	--	---

For further information regarding the availability of Local Authority Recorded Landfill data you may wish to forward enquiries to one or more of the contacts indicated above.

Historical Landfill Sites

No factors identified for this property

Permitted Waste Sites - Authorised Landfill Site Boundaries

No factors identified for this property

Environmental Permitting Regulations - Waste

No factors identified for this property

Integrated Pollution Control Registered Waste Sites

No factors identified for this property

Homecheck® Report

The Birdcage, Barons Cross Road
Barons Cross
LEOMINSTER
HR6 8RS

Report Reference 240437294_1_1

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Date 4 April 2020
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Map ID	Reference	Location	Details	Distance	Contact
--------	-----------	----------	---------	----------	---------

Registered Waste Treatment or Disposal Sites

No factors identified for this property

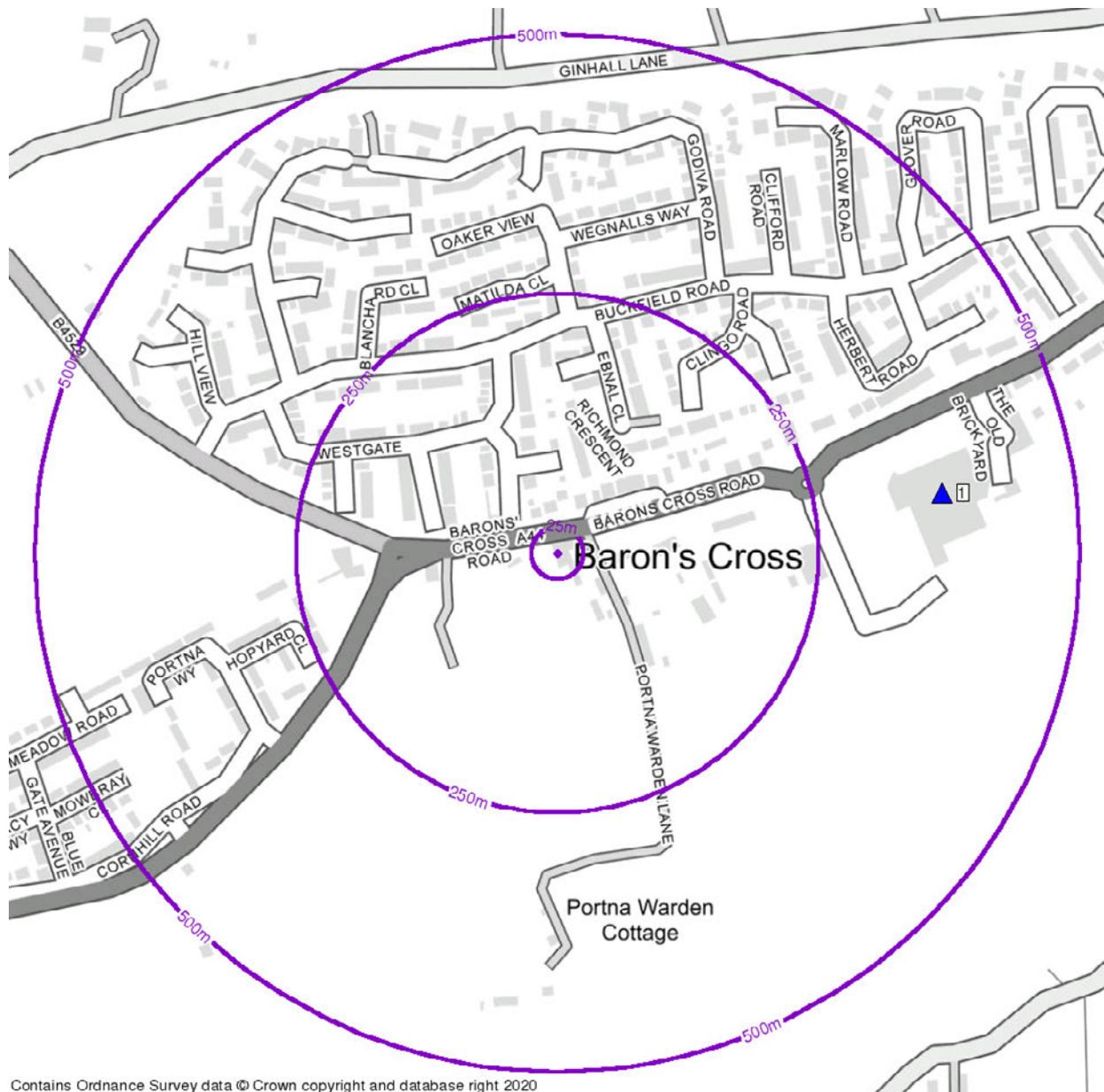
Registered Waste Transfer Sites

No factors identified for this property



Section 1c and 1d: Information Map

The map detailed below shows the location of the Potentially Contaminative Activities and Known Pollution Incidents features highlighted within sections 1c and 1d of this report.



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Section 1c

- ▲ Local Authority Pollution Prevention and Controls
- ▼ Local Authority Integrated Pollution Prevention and Control
- ▲ Integrated Pollution Controls
- ▶ Environmental Permitting Regulations - Industry
- ◆ Consent to Discharge to Controlled Waters
- ✕ Radioactive Substances Register
- ✕ Planning Hazardous Substance Consents
- ✕ Control of Major Accident Hazards Sites (COMAH)
- ✕ Notification of Installations Handling Hazardous Substances (NIHHS)
- ★ Explosive Sites

Section 1d

- + Local Authority Pollution Prevention and Control Enforcements
- + Enforcement and Prohibition Notices
- + Planning Hazardous Substance Enforcements
- Prosecutions Relating to Authorised Processes
- Environmental Pollution Incidents
- Prosecutions Relating to Controlled Waters

Homecheck® Report

The Birdcage, Barons Cross Road
Barons Cross
LEOMINSTER
HR6 8RS

Report Reference 240437294_1_1

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Date 4 April 2020
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Section 1c: Potentially Contaminative Activities

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

Enquiry	Result
Have any potentially contaminative activities been identified within 500m of the property?	Yes

Map ID	Reference	Location	Details	Distance	Contact
--------	-----------	----------	---------	----------	---------

Local Authority Pollution Prevention and Controls

1	Name: W M Morrison Supermarkets Plc Reference: P2	Barons Cross Road Barons Cross LEOMINSTER Herefordshire HR6 8RH	Description: PG1/14 Petrol filling station Status: Permitted Date of Issue: 25th January 1999 Positional Accuracy: Automatically positioned to the address	373m	1
---	--	---	---	------	---

Local Authority Integrated Pollution Prevention And Control

No factors identified for this property

Integrated Pollution Controls

No factors identified for this property

Environmental Permitting Regulations - Industry

No factors identified for this property

Consent to Discharge to Controlled Waters

No factors identified for this property

Radioactive Substances Register

No factors identified for this property

Planning Hazardous Substance Consents

No factors identified for this property

Control of Major Accident Hazards Sites (COMAH)

No factors identified for this property

Notification of Installations Handling Hazardous Substances (NIHHS)

No factors identified for this property

Explosive Sites

No factors identified for this property

Next Steps

If you would like any further information in respect of the above findings we recommend that you contact the relevant Local Authority or the Environment Agency/Natural Resources Wales, their contact details can be found in the 'Useful Contacts' section of this report. Further Information is also available in the 'Useful Information' section.

Section 1d: Known Pollution Incidents

The data within this section describes unpermitted activity in your area (e.g. polluting incidents, or exceedance of permitted allowance) where the activity led to a prosecution or enforcement of regulations. Whilst all of these records are historic, the nature of the incident may have long term effects.

Enquiry	Result
Have any known pollution incidents been identified within 500m of the property?	No

Map ID	Reference	Location	Details	Distance	Contact
--------	-----------	----------	---------	----------	---------

Local Authority Pollution Prevention and Control Enforcements

No factors identified for this property

Enforcement and Prohibition Notices

No factors identified for this property

Planning Hazardous Substance Enforcements

No factors identified for this property

Prosecutions Relating to Authorised Processes

No factors identified for this property

Environmental Pollution Incidents

No factors identified for this property

Prosecutions Relating to Controlled Waters

No factors identified for this property



Section 1e: Information Map

The map detailed below shows the location of the Other Potential Contaminative Land Uses features highlighted within section 1e of this report.



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- | | |
|--|---|
| ✗ Fuel Station Entries | ☑ ▲ (A) Potentially Infilled Land (Non-Water) |
| ★ Contemporary Trade Directories | ☑ ▲ (A) Potentially Infilled Land (Water) |
| ⊕ Former Marshes | ☑ ● (A) Potentially Contaminative Industrial Uses (Past Land Use) |
| ▼ Historical Tanks and Energy Facilities | |

Section 1e: Other Potential Contaminative Land Uses

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

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

Map ID	Reference	Location	Details	Distance	Contact
--------	-----------	----------	---------	----------	---------

Fuel Station Entries

2	Name: Barons Cross Garage	Barons Cross Road Barons Cross Leominster Herefordshire, County Of HR6 8RS	Premises Type: Not Applicable Status: Obsolete Positional Accuracy: Automatically positioned to the address	191m	-
3	Name: Morrisons Leominster	Barons Cross Road Leominster Herefordshire, County Of HR6 8RH	Premises Type: Hypermarket Status: Open Positional Accuracy: Manually positioned to the address or location	240m	-

Contemporary Trade Directory Entries

4	Name: Barons Cross Garage	Barons Cross Road Barons Cross Leominster HR6 8RS	Classification: Commercial Vehicle Servicing, Repairs, Parts & Accessories Status: Inactive Positional Accuracy: Automatically positioned to the address	190m	-
5	Name: Conod'S Of Leominster Ltd	Barons Cross Road Barons Cross Leominster Herefordshire HR6 8RS	Classification: Road Haulage Services Status: Active Positional Accuracy: Automatically positioned to the address	191m	-
6	Name: Morrisons Petrol Station	Service Station Barons Cross Road Leominster HR6 8RH	Classification: Petrol Filling Stations Status: Inactive Positional Accuracy: Automatically positioned to the address	238m	-
7	Name: Morrisons Petrol Station	Service Station Barons Cross Road Leominster HR6 8RH	Classification: Petrol Filling Stations Status: Active Positional Accuracy: Automatically positioned to the address	238m	-

Former Marshes

No factors identified for this property

Potentially Infilled Land (Non-Water)

8	Not Supplied	Not Supplied	Unknown Filled Ground (Pit, quarry etc) Map Published Date: 1992	0m	-
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Potentially Infilled Land (Water)

9	Not Supplied	Not Supplied	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) Map Published Date: 1964	188m	-
---	--------------	--------------	---	------	---

Map ID	Reference	Location	Details	Distance	Contact
10	Not Supplied	Not Supplied	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) Map Published Date: 1964	220m	-

Potentially Contaminative Industrial Uses (Past Land Use)

11	Not Supplied	Not Supplied	Class: Clay bricks & tiles [manufacture] Map Published Date: 1888 - 1904	0m	-
12	Not Supplied	Not Supplied	Class: Military Land Map Published Date: 1953 - 1992	148m	-

Historical Tanks And Energy Facilities

13	Not Supplied	Not Supplied	Type: Electrical Sub Station Facilities Positional Accuracy: Positioned to location of cartographic text Date of Mapping: 1984	163m	-
14	Not Supplied	Not Supplied	Type: Potential Tanks Positional Accuracy: Positioned to location of cartographic text Date of Mapping: 1978	183m	-
15	Not Supplied	Not Supplied	Type: Potential Tanks Positional Accuracy: Positioned to location of cartographic text Date of Mapping: 1968	187m	-

Next Steps

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



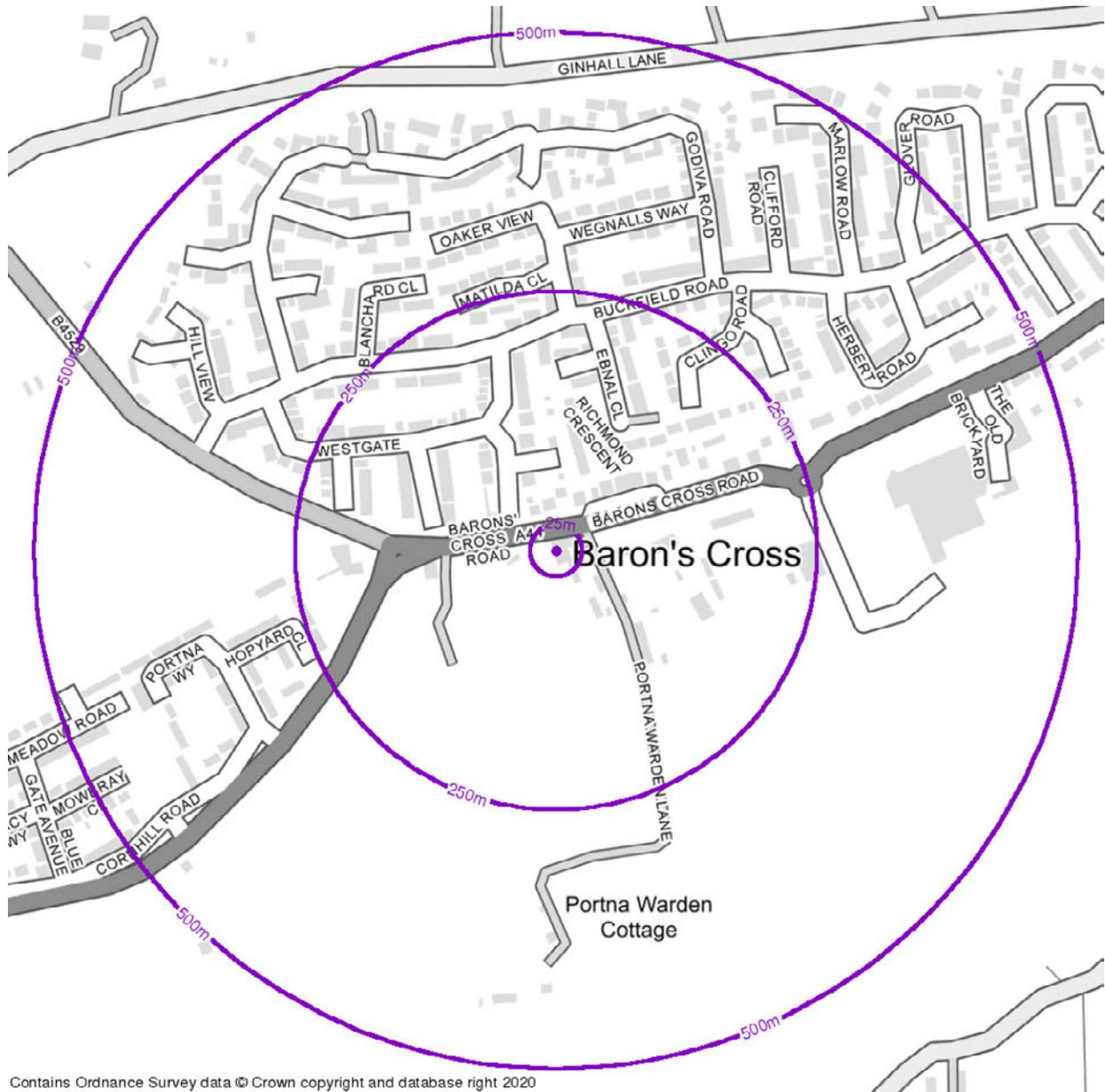
Section 2: Flood Findings

The whole of this section deals with potential sources of flooding that may impact the property.

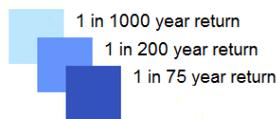


Section 2a and 2b: River and Coastal Flood Map

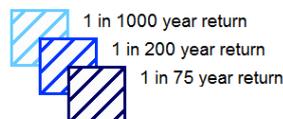
The map detailed below shows the location of potential river and coastal flood risk. The potential risk has been modelled on the basis of an event occurring on average every 75, 200 or 1000 years.



River Flooding



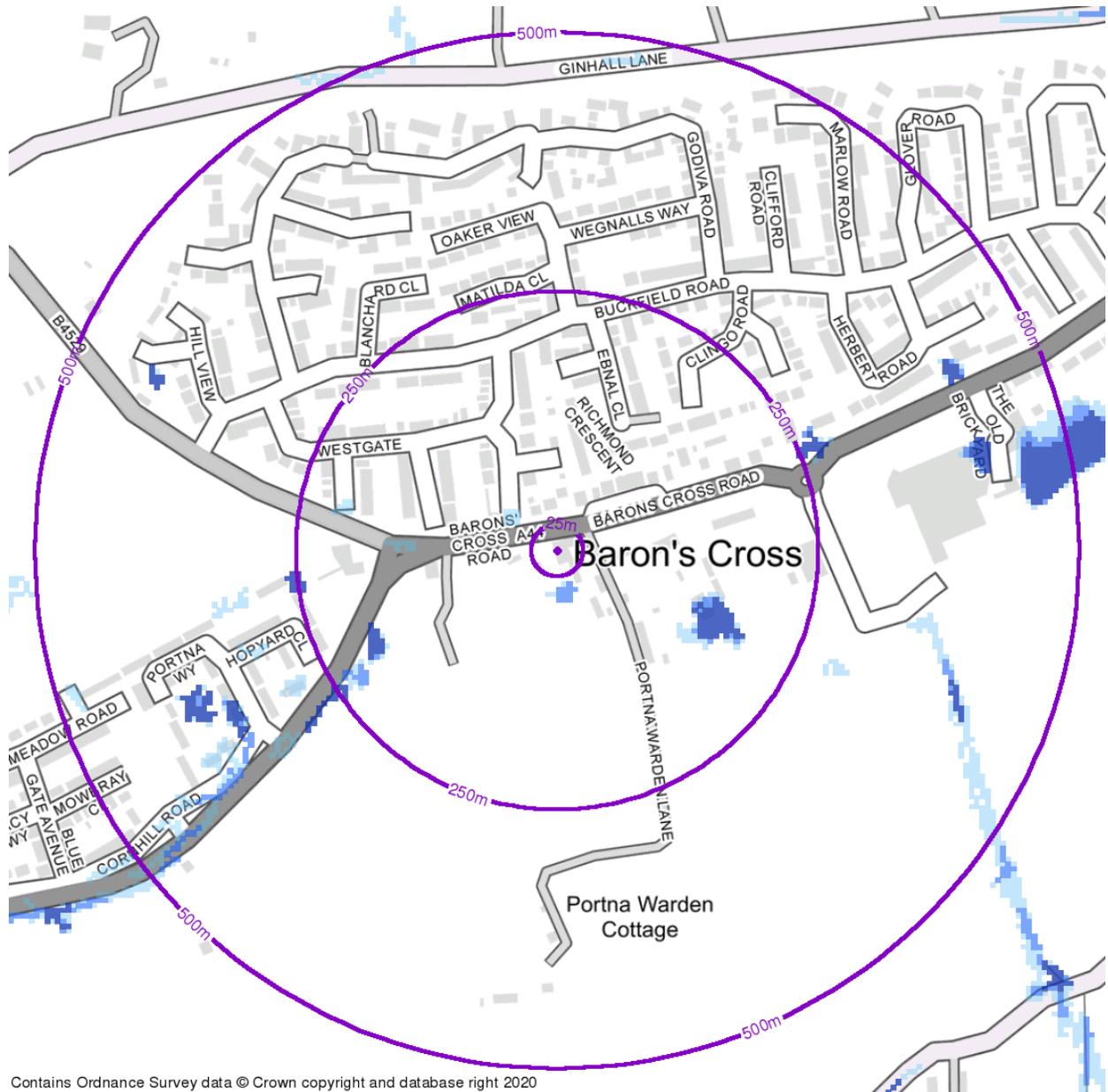
Coastal Flooding





Section 2c: Surface Water Flood Map

The map detailed below shows the location of potential surface water flood risk. The potential risk has been modelled on the basis of an event occurring on average every 75, 200 or 1000 years.



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Surface Water Flooding



Section 2a: River Flooding

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

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

Section 2b: Coastal Flooding

Coastal flooding is the inundation of land areas along the coast caused by sea water rising above normal tidal conditions. Coastal flooding can arise from a combination of high tides, wind induced tidal surge, storm surge created by low pressure and wave action.

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

Section 2c: Surface Water Flooding

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

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

Next Steps

In order to gain more detailed information on the type and likelihood of your property being impacted by a flood event, and the potential impact on insurance, we recommend that you purchase our Landmark Flood Report.

If you would like more information please contact your Search Provider or our Customer Services Team on **0844 844 9966** or email helpdesk@homecheck.co.uk.

Flood data provided by JBA Risk Management Limited. © Copyright JBA Risk Management Limited 2008-2020



Section 3: Radon Findings

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

Enquiry	Result	Contact
Is the property in a radon affected area?	The property is in a lower probability radon area, as less than 1% of homes are above the action level	2
What level of radon protection measures for new dwellings or extensions to existing ones is required for the property?	No radon protective measures are necessary in the construction of new dwellings or extensions	2

Next Steps

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

Further Action

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



Section 4: Ground Stability Findings

This section provides summary information on factors that could affect the ground stability of the property. It considers both man-made factors (e.g. mining activity) and natural hazards (e.g. geological stability).

Section 4a: Man-Made Factors

Enquiry	Result	Contact
Is the property within 25m of a Coal Mining Affected Area?	No	-

Section 4b: Natural Factors

Enquiry	Result	Contact
What is the potential for natural ground instability in the area within 50m of the property?	Very Low	-
<p>Comment: The British Geological Survey has assessed the area of search as having very low potential for natural ground instability. This does not necessarily mean there is cause for concern in terms of the property's stability. Active subsidence will be dependent on local conditions, such as the proximity of trees or areas where trees have been removed, which require an inspection of the site to identify the nature of the ground on which the property is built. A house buyers survey is advised to look for signs of property damage that may indicate poor natural ground conditions.</p>		



Section 5: Other Influential Factors

The following section provides information on a variety of factors which may have an influence on the property or surrounding area.



Section 5a: Environmental Constraints

Enquiry	Result
Is the property within 250m of an area likely to be impacted by Environmental Constraints?	No

Map ID	Reference	Location	Details	Distance	Contact
--------	-----------	----------	---------	----------	---------

Areas of Outstanding Natural Beauty

No factors identified for this property

Local Nature Reserves

No factors identified for this property

National Nature Reserves

No factors identified for this property

National Parks

No factors identified for this property

Ramsar Sites

No factors identified for this property

Sites of Special Scientific Interest

No factors identified for this property

Special Areas of Conservation

No factors identified for this property

Special Protection Areas

No factors identified for this property

Useful Contacts

Contact 1 - Herefordshire Council - Environmental Health Department

Bath Street Offices Hereford Herefordshire HR1 2ZF	Tel: 01432 265533 Fax: 01432 260485	www.herefordshire.gov.uk
---	--	--

Contact 2 - Public Health England - Radon Survey, Centre for Radiation, Chemical and Environmental Hazards

Chilton Didcot Oxfordshire OX11 0RQ	Tel: 01235 822622 Fax: 01235 833891	radon@phe.gov.uk www.ukradon.org
--	--	--

Contact 3 - Herefordshire Council

Brockington 35 Hafod Road Hereford Herefordshire HR1 1SH	Tel: 01432 260000	www.herefordshire.gov.uk
--	-------------------	--

PPSearches LLP

Bryngarth Lodge Much Birch Hereford HR2 8HJ	Tel: 01981 540078 Fax: 01981 208050	ppsearches@aol.com www.ppsearches.co.uk
--	--	--

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

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

Landmark works in association with:



Report Version: HCP v1.0.4.5

Useful Information

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

Professional Opinion

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

Flood Risk

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

Location Map

The Ordnance Survey location map may show features which are not necessarily otherwise included in this report. You are advised to supplement the information contained in the report with the descriptive text shown on the map.

Positional Accuracy

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

Section 1b: Landfill and Waste

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

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

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

Section 1c: Potentially Contaminative Activities

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

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

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

Section 1e: Other Potential Contaminative Land Uses

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

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

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

Section 2: Flood Findings

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

Section 3: Radon Findings

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

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

Section 5a: Environmental Constraints

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

General

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

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

The Purpose and Scope of the Report

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

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Houses registered between 1st April 1999 and 31st December 2002 and covered by the NHBC Buildmark scheme probably have insurance against certain costs if contamination occurs within ten years of their construction. From 1st January 2003, NHBC will only provide this cover if building control has been carried out by NHBC Building Control Services Limited.

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Tel: 0844 844 9966

Fax: 0844 844 9980

Email: helpdesk@landmark.co.uk

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

TPOs Contact Details:

The Property Ombudsman scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire SP1 2BP

Tel: 01722 333306

Fax: 01722 332296

Website: www.tpos.co.uk

Email: admin@tpos.co.uk

Landmark Complaints Procedure

If you want to make a complaint to Landmark, 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:

Customer Relationships Manager
Landmark Information
Imperium
Imperial Way
Reading
RG2 0TD

Tel: 0844 844 9966

Email: helpdesk@landmark.co.uk

Fax: 0844 844 9980

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs):

Tel: 01722 333306

Email: admin@tpos.co.uk

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

General Enquiries before Contract

Commercial

Property:	THE BIRD CAGE, BARONS CROSS ROAD, LEOMINSTER. HR6 8RS
Seller:	MARION IRIS BIRD
Buyer:	

Notes	
1.	These enquiries relate to the Property and every part of it.
2.	Please supply full answers with copies of relevant documents, plans and correspondence.
3.	Where appropriate "Seller" includes a prospective lessor, "Buyer" a prospective lessee and "sale" the grant of a lease.
4.	"Seller" includes previous owners where information is within the Seller's knowledge.
5.	"Restrictions" includes restrictive and other covenants, stipulations and agreements affecting the Property or its use.
6.	"Buildings" includes any other structures on the Property.

The Buyer requests replies to the following enquiries.

ENQUIRIES

The following replies are given to the best of the Seller's knowledge, information and belief.

REPLIES

1. BOUNDARIES

- 1.1 Which of the boundary features (walls, fences, hedges etc) -
- (a) belong with the Property;
 - (b) belong to neighbouring owners;
 - (c) are party;
 - (d) are of uncertain ownership but have been maintained by, or regarded as in the ownership of, the Seller;
 - (e) are subject to rights of support or use in favour of neighbouring owners;
 - (f) are subject to a subsisting liability for their repair?
- 1.2 Do the apparent physical boundary features correspond with the legal boundaries?
- 1.3 Has any physical boundary feature been moved during the last twelve years?
- 1.4 Are there any awards, agreements or notices relating to party walls or structures?

1.1 The Seller believes that the boundary against the adjacent property to the right, when viewing from the road, belongs to the neighbour. She comments that it is not fenced along its entire length.
Not sure about the other boundaries - none have been maintained.

1.2 it is believed so.

1.3 No

1.4 No

2. SERVICES

- 2.1 Are the following services available and connected to the mains -
- (a) water;
 - (b) drainage;
 - (c) electricity;
 - (d) gas?
- (b) Private drainage
(d) No gas
- 2.2 Are all the available services directly connected to the mains without passing through other land?
- 2.2 The Buyer must rely on own enquiries.
- 2.3 If any services pass across other land -
- (a) what is their route;
 - (b) by what legal rights are they used?
- 2.3 The Buyer must rely on own enquiries.
- 2.4 Please supply a copy of any agreements, licences or contracts relating to the supply of services, the disposal of sewerage or trade effluent and the abstraction of water.
- 2.4 Any which there may be are in the Auction Pack.
- 2.5 Are any wires or cables for electricity, telecommunications, electric lighting, or other purposes belonging to a utility company or statutory undertaking attached to the exterior of the Property?
- 2.5 The property is crossed by an overhead BT phone cable. Electricity wayleave.
- 2.6 Is there an electricity sub-station at the Property? If so, please supply a copy of the lease or other agreement concerning its use and maintenance.
- 2.6 No

3. APPURTENANT RIGHTS

- 3.1 Is access directly off the public highway -
- (a) for vehicles;
 - (b) on foot?
- 3.1 Access to the front of property is from the road. Access to the rear via access over adjacent Barons Cross Inn via locked gate for which the seller has a key.
- 3.2 If there is access over other land -
- (a) what is the route;
 - (b) by what legal right is this access used;
 - (c) what arrangements exist for the maintenance of the access?
- 3.2 Please see Contract documents.
- 3.3 Does the Property include:
- (a) a private garage;
 - (b) designated parking space(s);
 - (c) the right to park in a private parking area?
- 3.3 Parking area belongs to property.

- 3.4 (a) Is there an indefeasible right to the access of light and air to the windows of the buildings on the Property? 3.4 Believed so.
- (b) Are there any agreements relating to rights of light to the windows of the buildings on the Property or restricting adjoining or neighbouring property from acquiring any rights of light over the Property?
- 3.5 (a) What is the present method of escape from the Property in the event of fire? 3.5 To rely on inspection of the property.
- (b) Is it necessary to have access to any adjoining land or buildings for fire escape purposes? If so, what arrangements exist with the adjoining occupier or owner?
- 3.6 Is there an indemnity insurance policy in respect of access, egress or other rights? 3.6 No

4. EXPENDITURE

- 4.1 In respect of any right of way, shared pipes, drains or wires, party or other boundaries, or anything else used in common with any other property, has the Seller - 4.1 No such matters are known apart from the usual outgoing.
- (a) carried out or been asked to carry out any work;
- (b) contributed or been asked to contribute towards the cost of such work;
- (c) knowledge of anything likely to give rise to such expenditure?
- 4.2 (a) What is the rateable value of the Property? 4.2 Please enquire of the Local Authority.
- (b) Have any works been carried out which might result in a revision of the rateable value?
- (c) Is the Property, or any separately rated part of it, unoccupied and, if so, how long has it been unoccupied?
- 4.3 Are there any annual or periodic charges other than usual water charges and council taxes or rates? 4.3 No such matters are known.

5. ADVERSE RIGHTS AND LIABILITIES

- 5.1 Are there any - 5.1 No such matters are known apart from the BT line mentioned above. Wayleave for electricity - annual payments received.
- (a) adverse rights of way, water, drainage or light, wayleaves, or any other easements, rights or liabilities, public or private;
- (b) cables, wires, pipes or other things lying under, across or over the Property and not solely serving it?
- 5.2 Are there any present or anticipated adverse claims by neighbouring owners or occupiers? 5.2 No such matters are known.

- 5.3 Has the local parochial church council alleged in any way that the Property is subject to chancel repair liability? 5.3 No such matters are known.
- 5.4 Is there an indemnity insurance policy in respect of any actual or potential adverse rights or liabilities? 5.4 No

6. RESTRICTIONS

- 6.1 Are there any restrictions which have not been disclosed in the draft contract or other documents supplied with it? 6.1 No such matters are known.
- 6.2 Have all restrictions been observed and performed, including obtaining any necessary consents? 6.2 There are no believed to be any restrictions.
- 6.3 (a) Who has the benefit of any restrictions? 6.3 N/A
(b) Has any attempt been made to enforce any restrictions?
- 6.4 (a) Is there an indemnity policy covering claims for breach of any restriction? 6.4 N/A
(b) Has any claim been made under such policy?

7. DISPUTES

- 7.1 Are there any disputes regarding any aspect of the Property or its use? 7.1 No such matters are known.
- 7.2 Is any such dispute anticipated? 7.2 No so far as the Seller is aware.

8. NOTICES

- 8.1 Has the Seller received any notices relating to the Property? 8.1 None known apart from those relating to the planning application for the plot.
- 8.2 Has the Seller served any notices relating to the Property? 8.2 No

9. STATUTORY CONTROLS

- 9.1 (a) When were the buildings constructed? 9.1 The Seller does not know.
(b) Have the buildings been altered or added to since their construction? Copies of any relevant documents are in the Auction Pack.
(c) Have any replacement windows or glazed doors been installed?
(d) Please supply copies of all planning permissions, bye law consents and approvals of building plans and certificates of compliance with building regulations relating to the buildings as they now exist.
(e) Were the buildings constructed, altered or added to strictly in accordance with the planning permissions and approvals of building plans?
(f) Has anything else been done which constitutes development for planning purposes?
(g) Has anything constituting development been deliberately concealed from the local planning authority?
- 9.2 (a) What is the use of each part of the Property? 9.2 Believed residential. The Property includes a parking area/ground with an old outbuilding. There was outline planning permission for residential development but this has lapsed. A copy of the permission is in the Auction Pack.
(b) Is each use permitted by a planning permission? If so, please supply a copy. If not, please state how the use is authorised.
- 9.3 (a) Are there any current planning permissions which have not been implemented? 9.3 Please see Contract pack.
(b) Has any application for planning permission been refused?
(c) Are there any pending applications for planning permission which have not yet been determined?
- 9.4 Is the Property - 9.4 Please rely on searches.
(a) subject to any charge, notice, order, restriction, agreement or other matter arising under the planning legislation;
(b) situated in a Conservation Area;
(c) designated as a building of special architectural or historic interest;
(d) affected by a tree preservation order;
(e) subject to any existing or potential liability for Community Infrastructure Levy?
- 9.5 Has an improvement or other grant been obtained under which there are conditions to be fulfilled or any repayment to be made? 9.5 No
- 9.6 Is there any reason to think that the Property is or might be included in any scheme or contemplated scheme for compulsory or other acquisition by the local or any other authority or might be entered on the local authority's list of assets of community value? 9.6 Please rely on searches.

- | | | | |
|-----|---|-----|---|
| 9.7 | Please supply full details of all steps taken under the Regulatory Reform (Fire Safety) Order 2005 relating to or affecting the Property. | 9.7 | N/A |
| 9.8 | Have all statutory requirements relating to the Property and its use or occupation been fully performed and observed (including, but not limited to, those under the Offices Shops and Railway Premises Act 1963, the Health and Safety at Work etc. Act 1974, the Water Resources Act 1991, the Water Act 2003, the Environmental Protection Act 1990, the Environment Act 1995, the Clean Neighbourhoods and Environment Act 2005, the Equality Act 2010 or any regulations made under them)? | 9.8 | N/A |
| 9.9 | Please supply full details of all steps taken under the Control of Asbestos Regulations 2006 relating to or affecting the Property. | 9.9 | The Seller does not know and the Buyer must rely on own inspection. |

10. NEARBY DEVELOPMENT ETC

- | | | | |
|------|---|------|--|
| 10.1 | Are any of the following being implemented or proposed in the vicinity of the Property -
(a) road construction or alteration;
(b) demolition or construction of buildings;
(c) changes of use;
(d) traffic, tram or railway schemes;
(e) other matters likely to affect the use, enjoyment or value of the Property in its existing environment? | 10.1 | No such matters are known but please rely upon searches and enquiries. |
| 10.2 | Are there any proposals by any third party which would, if implemented, or other matters which might, affect the continued use of the Property for its present purpose? | 10.2 | The Seller is not aware of any such matters. |

11. FIXTURES AND FITTINGS

- | | | | |
|------|---|------|--|
| 11.1 | (a) Does the sale include all items mentioned in the Seller's estate agent's particulars?
(b) What other fixtures, fittings, plant and equipment are included in the sale?
(c) How much of the purchase price is attributable to them?
(d) Are they in the absolute ownership of the Seller free of hire purchase, charge, lien or other encumbrance?
(e) Are there any maintenance contracts, guarantees or certificates relating to them? | 11.1 | Please see Fittings and Contents Form and notes. |
| 11.2 | (a) Will any fixtures, fittings, plant or equipment be removed prior to completion?
(b) If so, will the Seller make good any damage caused to the structure or decorations? | 11.2 | No, apart from as noted above. |

- 11.3 (a) Please supply details of any claims for capital and other allowances for the plant and machinery and industrial buildings to be included in the sale. 11.3 N/A
- (b) Please confirm that evidence will be provided to enable the Buyer to support a claim for capital and other allowances.

12. CONDITION

- 12.1 Has the Property been, or is it now, affected by any of the following - 12.1 So far as relevant the Seller is not aware of any such matters. The Buyers should of course rely upon usual enquiries and inspection.
- (a) structural defects;
- (b) flooding (whether river, coastal, sewer, groundwater, surface water or other);
- (c) defective drainage;
- (d) subsidence, landslip or heave;
- (e) defective pipes or wires;
- (f) rising damp, wet or dry rot, Japanese Knotweed or infestation?
- 12.2 Is there reason to think that any of the problems listed in 12.1 above are likely to arise? 12.2 The Seller has no information.
- 12.3 Have high alumina cement, woodwool slabs, blue asbestos, calcium silicate brick, calcium chloride or asbestos or any other deleterious materials been used in the construction or alteration of any buildings on the Property? 12.3 The Seller is not an expert and the Buyer must rely on own inspection and survey.
- 12.4 (a) Are there any agreements, certificates, guarantees, warranties or insurance policies relating to the construction of the Property or any installations, repairs, improvements or treatment? 12.4 N/A
- (b) If these were not issued to the Seller, have they been transferred in writing to the Seller with any required consent?
- (c) Are there or have there been any claims or potential claims under any such documents?
- 12.5 What is the permitted load-bearing of the floors of the buildings? 12.5 N/A
- 12.6 If any buildings on the Property were erected, extended or structurally altered during the last twelve years, please supply - 12.6 N/A
- (a) a set of the drawings and specifications for the works of construction;
- (b) a plan showing the services to and from the buildings;
- (c) copies of the building contracts and professional appointments relating to the works of construction and installations.
- 12.7 Are there any drainage, cleaning, telecommunication, maintenance, security, employment or other contracts which may be transferred to the Buyer at completion? 12.7 N/A

- 12.8 (a) Is the Property in a radon affected area?
(b) What vents or barriers have been installed in the Property, and what tests have been carried out, for radon gas?

12.8 Please rely on searches.

- 12.9 Is there an Energy Performance Certificate and recommendation report relating to all or any part of the Property?

12.9 N/A

- 12.10 If the Property has an air conditioning system -

12.10 N/A

- (a) what is its aggregate rated output;
(b) is there an inspection report by an accredited energy assessor?

13. ENVIRONMENTAL MATTERS

- 13.1 Is there any proposal for any potentially dangerous industrial processes being carried on near the Property?

13.1-13.5 The Seller is not aware of any such matters but she is not an expert and the Buyer must rely on own enquiries. Please also refer to environmental information in the Auction Pack.

- 13.2 Has the Seller complied with the terms and conditions of all applicable laws, orders, notices, directions, treaties and all other compulsory requirements relating to the protection of the environment?

- 13.3 (a) Has the Property or any land within 500 metres of the Property ever been used for tipping or landfill or the disposal, storage, use, manufacture, treatment, processing or discharge of waste (including controlled waste), chemicals or other pollutants, contaminants or other hazardous materials?
(b) If so, is the Seller aware of any adverse ground conditions or similar problems?

- 13.4 Has any complaint been made by any person to a Magistrates' Court in respect of statutory nuisance on the Property or any adjoining or adjacent land?

- 13.5 In relation to Part II A of the Environmental Protection Act 1990 (as amended) -

- (a) Are there any substances in, on or under the Property or any adjacent or adjoining land which might result in the Property or that land being identified as contaminated land?
(b) Were any such substances formerly in, on or under the Property or any adjoining or adjacent land?
(c) Is the Property, or a person on the Property, at risk of harm from any such substances in, on or under any other land?
(d) Has the local authority or Environment Agency investigated, or indicated an intention to investigate, whether the Property or any adjoining or adjacent land contains any such substances?

14. VALUE ADDED TAX

- 14.1 Has the option to tax for VAT purposes been exercised in respect of the Property? If so, please supply evidence of notification to HM Revenue & Customs and their acknowledgement. 14.1-14.2 N/A
- 14.2 (a) Does the Seller intend to charge VAT on this transaction?
(b) If not, may we amend the contract to provide that the Seller will not exercise the option to tax?
(c) If the Seller does intend to charge VAT on this transaction, will a receipted invoice be handed over on completion?

15. OCCUPATION AND OWNERSHIP

- 15.1 Who is - 15.1 The property is vacant other than the Seller.
(a) in actual occupation;
(b) in receipt of rents and profits?
- 15.2 What interest does each of these persons have? 15.2 The Seller is sole owner.
- 15.3 If the sale is with vacant possession, has everyone in actual occupation agreed to vacate by completion? 15.3 N/A
- 15.4 Is any part of the Property let for the housing of plant or equipment (such as telecommunications equipment or solar panels)? 15.4 N/A

16. CONTRACT AND COMPLETION

- 16.1 Is the Seller ready to exchange contracts? 16.1 Yes
- 16.2 Does the sale price exceed the amount secured by all mortgages over the Property? 16.2 N/A
- 16.3 What completion date does the Seller suggest? 16.3 As soon as possible.
- 16.4 In relation to the mortgages over the property - 16.4 N/A
(a) which mortgagees do you represent;
(b) which mortgagees are represented by other conveyancers and who are they?
- 16.5 In relation to any unrepresented mortgagees - 16.5 N/A
(a) have sufficient steps been taken to verify their identity;
(b) if not, will you provide on completion evidence of their identity on a fully completed and signed Land Registry form ID1 or ID2?

16.6 Please confirm that if any transfer, discharge or other deed will be executed by any party (other than the Buyer) under a power of attorney which is not specifically covered by a Land Registry facility arrangement, you will on completion either certify in writing that you represent the attorney or provide evidence of the attorney's identity on a fully completed and signed Land Registry form ID1 or ID2.

16.6 N/A

SIGNED

SIGNED

Lloyd Cooper LLP
28 South Street
Leominster
Herefordshire
HR6 8JB

Solicitors for the Buyer

Solicitors for the Seller

Reference:
Date:

Reference: RR/JH/BIR0241
Date: 16.04.2020

CARPETS

All fitted carpets in whatever forms are included in sale.

CURTAIN RAILS & PELMETS are included

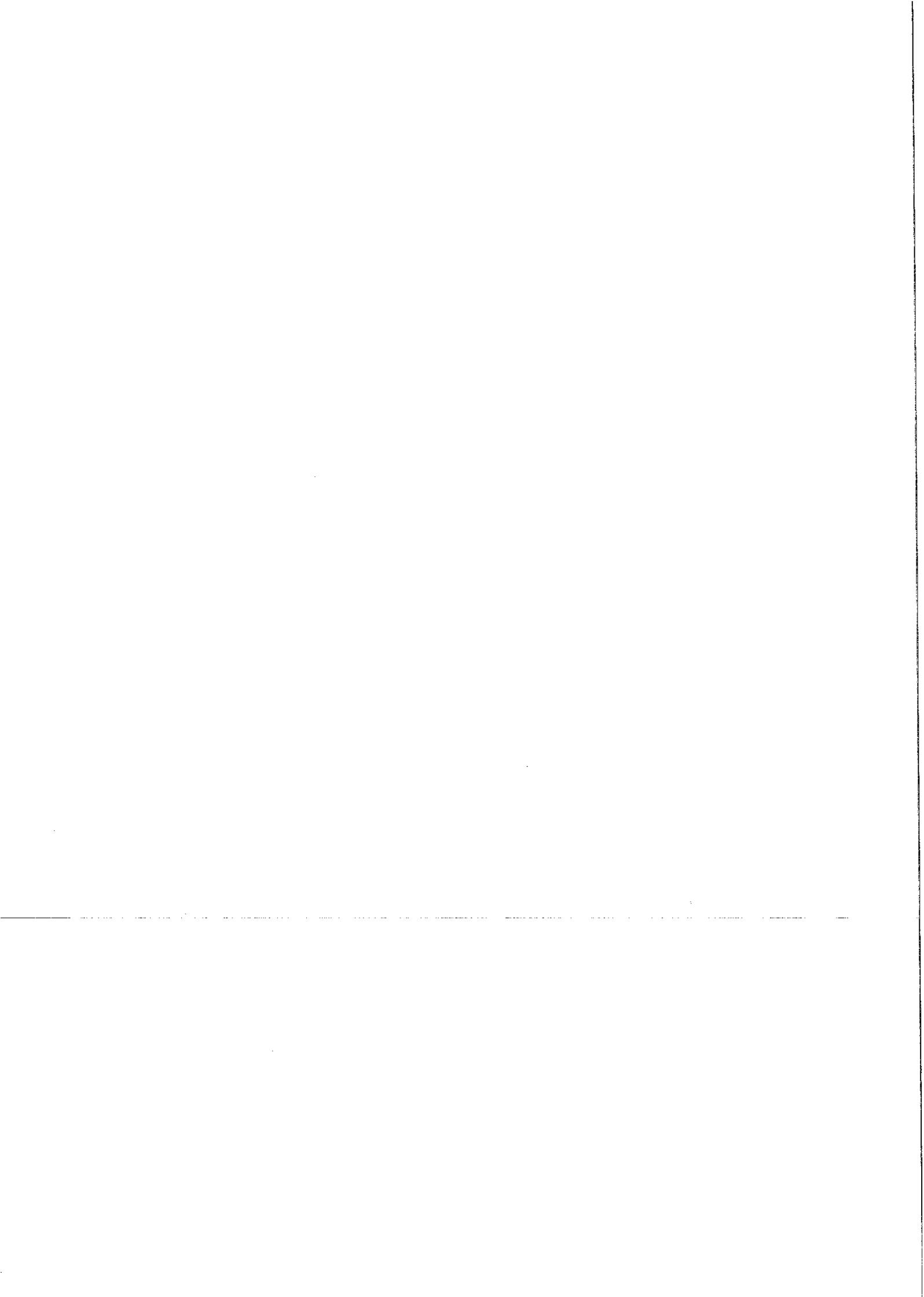
CURTAIN POLES are excluded.

CURTAINS - Those that are fitted on pelmets are included.

Those on poles are excluded

OUTDOOR AREA

The pump & trough are fixed so therefore are included in sale. I should point out the pump is in the centre of the well which is in lawn



Law Society Fittings and Contents Form (3rd edition)

Address of the property

Sale by Auction of The Bird Cage
Barons Cross Road
Leominster
Herefordshire

Postcode

Full names of the seller

Marion Iris Bird

Seller's solicitor

Name of solicitor's firm

Lloyds Cooper LLP

Address

28 South Street, Leominster, Herefordshire

HR6 8JB

Email

rex.robins@lloydscooper.co.uk

Reference number

RR/JH/BIR0241

About this form

The aim of this form is to make clear to the buyer which items are included in the sale. It must be completed accurately by the seller as the form may become part of the contract between the buyer and seller.

It is important that sellers and buyers check the information in this form carefully.

Definitions

- 'Seller' means all sellers together where the property is owned by more than one person.
- 'Buyer' means all buyers together where the property is being bought by more than one person.



The Law Society

Page 1 of 8

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TA10

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Instructions to the seller and the buyer

In each row, the seller should tick the appropriate box to show whether:

- the item is included in the sale ('Included');
- the item is excluded from the sale ('Excluded');
- there is no such item at the property ('None').

Where an item is excluded from the sale the seller may offer it for sale by inserting a price in the appropriate box. The buyer can then decide whether to accept the seller's offer.

A seller who inserts a price in this form is responsible for negotiating the sale of that item directly with the buyer or through their estate agent. If the seller or buyer instructs their solicitor to negotiate the sale of such an item, there may be an additional charge.

Sellers and buyers should inform their solicitors of any arrangements made about items offered for sale.

If the seller removes any fixtures, fittings or contents, the seller should be reasonably careful to ensure that any damage caused is minimised.

Unless stated otherwise, the seller will be responsible for ensuring that all rubbish is removed from the property (including from the loft, garden, outbuildings, garages and sheds), and that the property is left in a reasonably clean and tidy condition.

1 Basic fittings

	Included	Excluded	None	Price	Comments
Boiler/immersion heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Radiators/wall heaters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Night-storage heaters	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Free-standing heaters	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Gas fires (with surround)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Electric fires (with surround)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Light switches	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Roof insulation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Window fittings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Window shutters/grilles	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Internal door fittings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
External door fittings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Doorbell/chime	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	

1 Basic fittings (continued)

	Included	Excluded	None	Price	Comments
Electric sockets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Burglar alarm	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
<i>Other items (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	

2 Kitchen

Note: In this section please also indicate whether the item is fitted or freestanding.

	Fitted	Free-standing	Included	Excluded	None	Price	Comments
Hob	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Extractor hood	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Oven/grill	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Cooker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Microwave	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Refrigerator/fridge-freezer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Freezer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Dishwasher	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Tumble-dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Washing machine	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
<i>Other items (please specify)</i>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	

3 Bathroom

	Included	Excluded	None	Price	Comments
Bath	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Shower fitting for bath	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Shower curtain	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bathroom cabinet	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Taps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Separate shower and fittings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Towel rail	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Soap/toothbrush holders	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Toilet roll holders	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bathroom mirror	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	

4 Carpets

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Living room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Bedroom 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bedroom 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bedroom 3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
<i>Other rooms (please specify)</i>					
BEDROOM 4	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	

5 Curtains and curtain rails

	Included	Excluded	None	Price	Comments
Curtain rails/poles/pelmets					
Hall, stairs and landing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Living room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<i>Other rooms (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
Curtains/blinds					
Hall, stairs and landing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Living room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<i>Other rooms (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>

6 Light fittings

Note: If the seller removes a light fitting, it is assumed that the seller will replace the fitting with a ceiling rose, a flex, bulb holder and bulb and that they will be left in a safe condition.

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Living room	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Dining room	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Kitchen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bedroom 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bedroom 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bedroom 3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
<i>Other rooms (please specify)</i>					
4	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	

7 Fitted units

Note: Fitted units include, for example, fitted cupboards, fitted shelves, and fitted wardrobes.

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Living room	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Kitchen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Bedroom 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Bedroom 3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	

4

✓

7 Fitted units (continued)

	Included	Excluded	None	Price	Comments
<i>Other rooms (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	

8 Outdoor area

	Included	Excluded	None	Price	Comments
Garden furniture	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Garden ornaments	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Trees, plants, shrubs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Barbecue	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Dustbins	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Garden shed	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Greenhouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Outdoor heater	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Outside lights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Water butt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Clothes line	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Rotary line	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
<i>Other items (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	

9 Television and telephone

	Included	Excluded	None	Price	Comments
Telephone receivers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Television aerial	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Radio aerial	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	
Satellite dish	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	

10 Stock of fuel

	Included	Excluded	None	Price	Comments
Oil	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Wood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
Liquefied Petroleum Gas (LPG)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	

11 Other items

	Included	Excluded	Price	Comments
PUMP + STONE TROUGH	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	

Signed: Yvonne J. Bird

Dated: 25-3-20

Signed:

Dated:

Each seller should sign this form.

The Law Society is the representative body for solicitors in England and Wales.

OUTLINE PLANNING PERMISSION

Applicant:

Mrs Marion Bird
The Birdcage
Barons Cross Road
Leominster
Herefordshire
HR6 8RS

Agent:

Colin Goldsworthy
OKX Architecture
85 St Owen Street
Hereford
HR1 2JW

Date of Application: 14 July 2016

Application No: 161937

Grid Ref:348021:258586

Proposed development:

SITE: Site at The Birdcage, Barons Cross Road, Leominster, Herefordshire
DESCRIPTION: Proposed erection of a pair of semi-detached houses

THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL hereby gives notice in pursuance of the provisions of the above Acts that OUTLINE PLANNING PERMISSION has been GRANTED for the development described above in accordance with the application and plans submitted to the authority subject to the following conditions:

- 1 Application for approval of the reserved matters shall be made to the local planning authority before the expiration of three years from the date of this permission.

Reason: Required to be imposed by Section 92 of the Town and Country Planning Act 1990.

- 2 The development hereby permitted shall be begun either before the expiration of three years from the date of this permission, or before the expiration of two years from the date of the approval of the last reserved matters to be approved, whichever is the later.

Reason: Required to be imposed by Section 92 of the Town and Country Planning Act 1990.

- 3 Approval of the details of the layout, scale, appearance and landscaping (hereinafter called "the reserved matters") shall be obtained from the local planning authority in writing before any development is commenced.

Reason: To enable the local planning authority to exercise proper control over these aspects of the development and to secure compliance with policy SD1 of the Herefordshire Local Plan - Core Strategy and the National Planning Policy Framework.

- 4 Plans and particulars of the reserved matters referred to above relating to the layout, scale, appearance, access and landscaping shall be submitted in writing to the local planning authority and shall be carried out as approved.

Reason: Required to be imposed by Section 92 of the Town and Country Planning Act 1990.

- 5 The development hereby approved shall be carried out strictly in accordance with the amended plans received by the local planning authority on 31 October 2016.

Reason: To ensure the development is carried out in accordance with the amended plans and to comply with the requirements of Policy SD1 of the Herefordshire Local Plan – Core Strategy and the National Planning Policy Framework.

- 6 No development shall take place until the following has been submitted to and approved in writing by the local planning authority:

a) a 'desk study' report including previous site and adjacent site uses, potential contaminants arising from those uses, possible sources, pathways, and receptors, a conceptual model and a risk assessment in accordance with current best practice.

b) if the risk assessment in (a) confirms the possibility of a significant pollutant linkage(s) a site investigation should be undertaken to characterise fully the nature and extent and severity of contamination, incorporating a conceptual model of all the potential pollutant linkages and an assessment of risk to identified receptors

c) if the risk assessment in (b) identifies unacceptable risk(s) a detailed scheme specifying remedial works and measures necessary to avoid risk from contaminants or gases when the site is developed shall be submitted in writing. The Remediation Scheme shall include consideration of and proposals to deal with situations where, during works on site, contamination is encountered which has not previously been identified. Any further contamination encountered shall be fully assessed and an appropriate remediation scheme submitted to the local planning authority for written approval.

Reason: In the interests of human health and to ensure that the proposed development will not cause pollution to controlled waters or the wider environment.

- 7 The Remediation Scheme, as approved pursuant to condition no. (6) above, shall be fully implemented before the development is first occupied. On completion of the remediation scheme the developer shall provide a validation report to confirm that all works were completed in accordance with the agreed details, which must be submitted before the development is first occupied. Any variation to the scheme including the validation reporting shall be agreed in writing with the Local Planning Authority in advance of works being undertaken.

Reason: In the interests of human health and to ensure that the proposed development will not cause pollution to controlled waters or the wider environment.

- 8 If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the local planning authority) shall be carried out until the developer has submitted, and obtained written approval from the local planning authority for, an amendment to the Method Statement detailing how this unsuspected contamination shall be dealt with.

Reason: In the interests of human health and to ensure that the proposed development will not cause pollution to controlled waters or the wider environment.

Informative:

- 1 The Local Planning Authority has acted positively and proactively in determining this application by assessing the proposal against planning policy and any other material considerations. Negotiations in respect of matters of concern with the application (as originally submitted) have resulted in amendments to the proposal. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

Planning Services
PO Box 230
Hereford
HR1 2ZB



DEVELOPMENT MANAGER

Date: 1 November 2016

YOUR ATTENTION IS DRAWN TO THE NOTES BELOW

Please note: This permission refers only to that required under the Town and Country Planning Acts and does not include any consent or approval under any other enactment, byelaw, order or regulation. In particular consent may be required under the Building Regulations.

NOTES

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990.
- If you want to appeal, then you must do so within 6 months of the date of this notice, using a form which you can get from The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN.
- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

Right to Challenge the Decision of the High Court

Currently there are no third party rights of appeal through the planning system against a decision of a Local Planning Authority. Therefore, if you have concerns about a planning application and permission is granted, you cannot appeal that decision. Any challenge under current legislation would have to be made outside the planning system through a process called Judicial Review (JR).

The decision may be challenged by making an application for judicial review to the High Court. The time limits for bringing such challenges are very strict, and applications need to be made as soon as possible after the issue of the decision notice. So, if you think you may have grounds to challenge a decision by Judicial Review you are advised to seek professional advice as soon as possible.

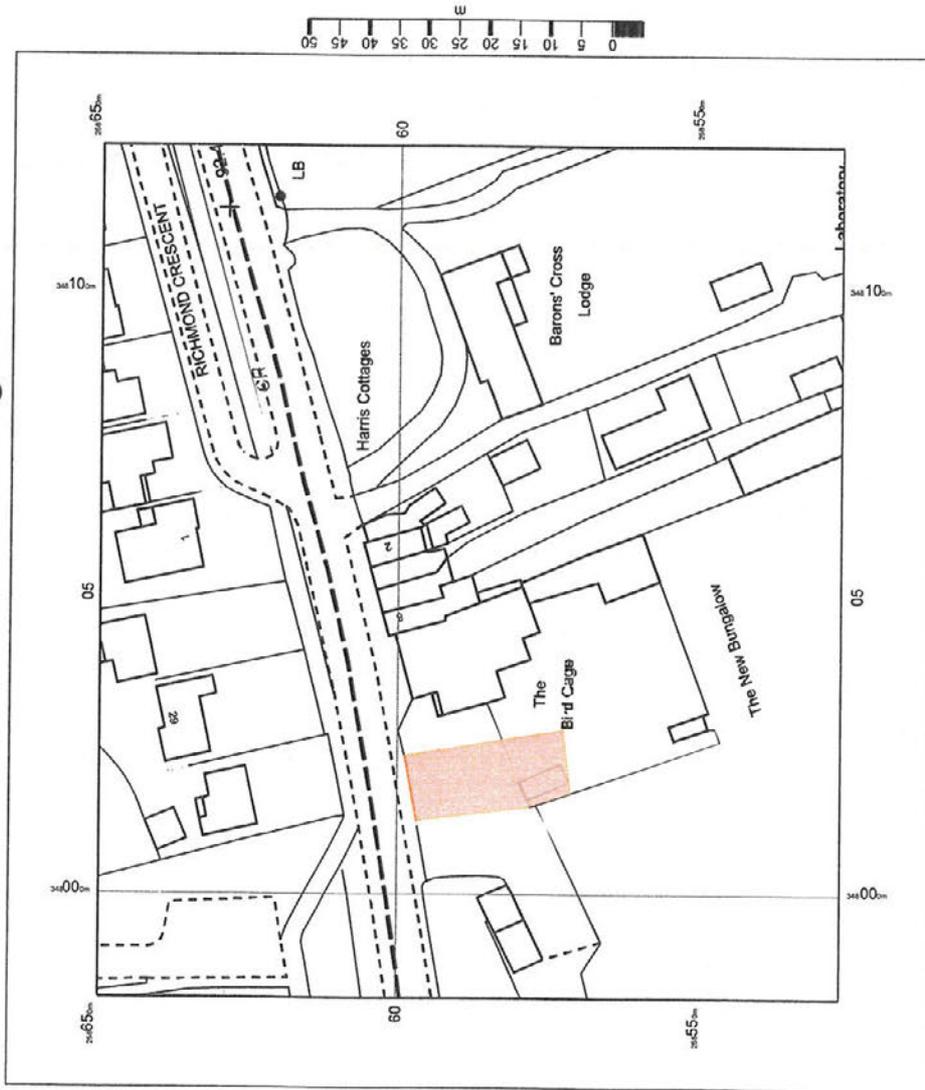
These notes are provided for guidance only and apply to challenges under the legislation specified. If you require further advice on making an application for Judicial review, you should consult a solicitor or other advisor or contact the Crown Office at the Royal Courts of Justice, Queens Bench Division, Strand, London, WC2 2LL (0207 947 6000). For further information on judicial review please go to <http://www.justice.gov.uk>

The Council has taken into account environmental information when making this decision. The decision is final unless it is successfully challenged in the Courts. The Council cannot amend or interpret the decision. It may be redetermined by the Council only if the decision is quashed by the Courts. However, if it is redetermined, it does not necessarily follow that the original decision will be reversed.

Purchase Notices

- If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
- In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

Barons Cross - Building Plot



Flint and Cook
Chartered Surveyors and
Estate Agents
4 King Street
Hereford
HR4 9BW



OS MasterMap 1250/2500/10000
scale
30 November 2016, ID:
CM-00580884
www.centremapslive.co.uk

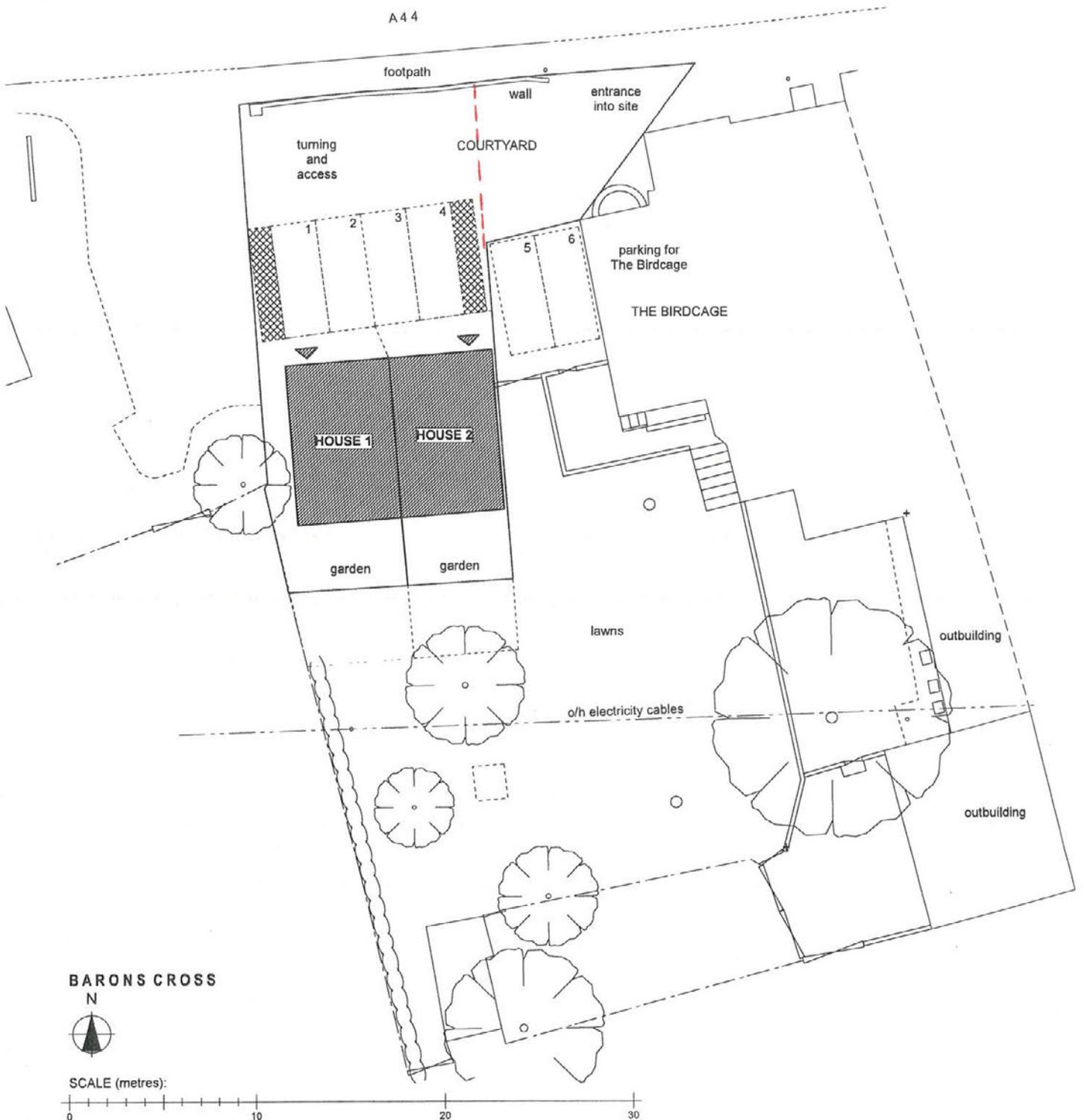
1:1250 scale print at A5, Centre:
348054 E, 258588 N

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rights 2016 OS 1000/19980



FOR A BETTER POINT OF VIEW

A 4 4



BARONS CROSS



SCALE (metres):



B. LAYOUT REVISED
 A. LAYOUT REVISED

MAY.16
 MAY.16

HOUSING AT THE BIRDCAGE,
 BARONS CROSS, LEOMINSTER
 HEREFORDSHIRE, HR6 8RS

FIONA WILLIAMS

PROPOSED INDICATIVE SITE BLOCK PLAN

1:200 @ A3

MAY.16

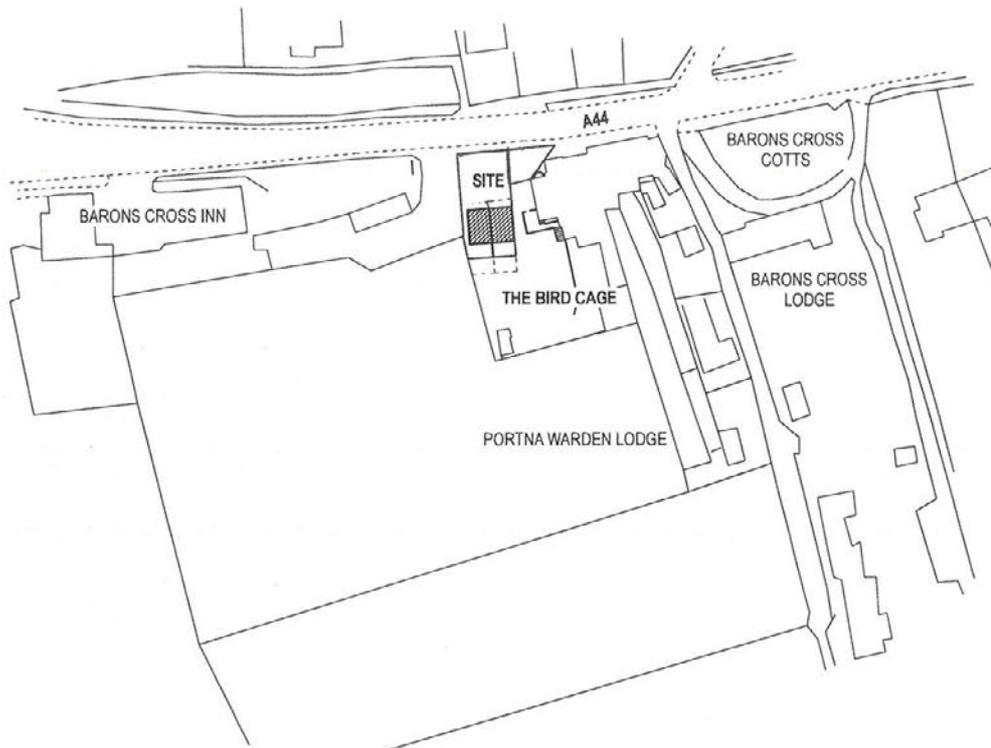
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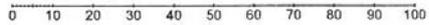
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SCALE (metres):



**BARONS CROSS
LEOMINSTER**

HOUSING AT THE BIRDCAGE,
BARONS CROSS, LEOMINSTER
HEREFORDSHIRE, HR6 8RS

FIONA WILLIAMS

SITE LOCATION PLAN

1:1250 @ A4

JUNE.16

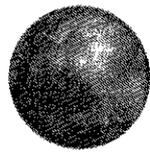
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OKX
ARCHITECTURE

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**ENVIRONMENTAL
MANAGEMENT SOLUTIONS**

Phase One Desk Study

The Birdcage, Leominster

Proposed Erection of semi-detached Houses at
The Birdcage
Barons Cross Road
Leominster
Herefordshire
HR6 8RS

E10270

Environmental
Management Solutions
17th May 2018

**Housing at The Birdcage, Barons Cross Road, Leominster,
Herefordshire, HR6 8RS**

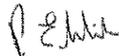
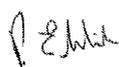
Phase 1 Desk Study Report

Marion Bird

Contents Amendment Record

This report has been issued and amended as follows:

Revision	Description	Date
0	Report E10270	17/05/2018

Written by	Dominic Hill BSc FGS	
Checked by	Philip Wilson BSc CEng FICE	
Authorised by	Philip Wilson Bsc CEng FICE	

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1. Introduction

Fiona Williams on behalf of Marion Bird (of The Birdcage, Barons Cross Road, Leominster, Herefordshire, HR6 8RS) has commissioned Environmental Management Solutions Limited (EMS) to undertake a Phase 1 Desk Study for the proposed erection of a pair of semi-detached houses at the Land at The Birdcage, Barons Cross Road, Leominster, Herefordshire, HR6 8RS.

The site is located at National Grid Reference 354038, 247615. Site location plans are included within Appendix A of this report (current and proposed).

The desk study includes a review of environmental database information and historical maps provided by Envirocheck (Appendix C and Appendix E). A site walkover survey has been undertaken. Relevant pollutant source, pathway and receptor linkages have been considered and a tabular conceptual model has been produced to allow an assessment of the level of risk to each receptor. Recommendations have been given for the intrusive investigation of the site.

2. Objectives of the Investigation

2.1 Objectives of the Investigation

The objectives of this desk study were:

- to provide information on past and current uses of the site and surrounding area and the nature of any related hazards and physical constraints;
- to identify current and likely future receptors, potential sources of contamination and likely pathways, and any features of immediate concern, including those that could be introduced in future;
- to provide information on the geology, geochemistry, soil, hydrogeology and hydrology of the site;
- to identify potentially different sub-areas (zones) of a site, based on differing ground conditions; potential contamination; and past, present and future uses;
- to produce an initial conceptual model for the site as a whole and/or for zones within the site;
- to provide information for a preliminary risk assessment;

- to provide data to assist in the design of potential subsequent exploratory and main investigations and to give an early indication of possible remedial requirements;
- to provide information relevant to worker health and safety and to the protection of the environment during field investigations;
- to identify any need to involve regulatory bodies prior to intrusive investigation;
- to provide preliminary geotechnical information regarding the site and guide any intrusive geotechnical investigation.

2.2 Scope of Work

The scope of work was developed in accordance with the Environment Agency and Department for Environment Food and Rural Affairs (DEFRA) document 'Model Procedures for the Management of Land Contamination' Contaminated Land Report (CLR) 11, dated 2004 and the British Standards Institution publication 'BS 10175:2011+A1:2013 – Investigation of Potentially Contaminated Sites – Code of Practice'.

2.3 Management Limitations

- This report has been prepared under the express instructions and solely for the use of the Client and the Client's agents.
- The findings of this report represent the professional opinion of experienced contaminated land consultants. EMS does not provide legal advice and the advice of legal professionals may also be required.
- This report has been prepared with reasonable skill and care and is based upon EMS's current professional knowledge and understanding of current relevant UK standards and codes, technology and legislation. Changes in this legislation and guidance may occur at any time in the future and cause any conclusions to become inappropriate or incorrect. EMS does not accept responsibility for advising the Client or other interested parties of the facts or implications of any such changes.
- The report is limited to the site boundaries identified by the Client and confirmed within this report.
- The extent of the investigation was designed in-line with the Client's budget, which is considered suitable, and not limiting, for the proposed development.
- This report represents the conditions and findings on the date of desk study. Over time, site conditions may alter.

3. Land Use and Setting

3.1 Future Land Use

The proposed development of the site is to construct a pair of low-rise residential houses on the land immediately to the west of The Birdcage (existing property). These developments would include parking bays and rear gardens where future residents may grow home grown produce for their own consumption.

3.2 Recorded Current Land Use

The Envirocheck report (included as Appendix C) indicates three potentially contaminative industrial sites within 250m of the site:

1. Vehicle servicing, repair, parts and accessories (Barons Cross Garage) located 167m west of site.
2. Road Haulage series (Conods of Leominster Ltd) located 168m east of site.
3. Vehicle Cleaning services (Morrisons Leominster Vehicle Cleaning Services) located 232m east of site.

There are two recorded petrol or fuel sites within 1000m of the site:

1. Morrisons Petrol Station located 239m east of site.
2. WM Morrisons Petrol Station 372m east of site.

3.3 Geological Information

British Geological Survey 1:50,000 scale geological mapping (included as Appendix D) indicates the site to be underlain by the Raglan Mudstone Formation (interbedded siltstone and mudstone) of Silurian age.

Based on the anticipated ground conditions the British Geological Survey (via their natural ground stability dataset) describes the following levels of ground stability hazard at the site:

Hazard Type	Hazard Rating
Shrinking/swelling clays	Very low
Landslides	Very low
Ground dissolution	No hazard
Compressible Ground	No hazard

Collapsible Ground	Very low
Running Sand	No Hazard

The site is not within an area where radon protection measures are required for new buildings or extensions as described within the BRE document BR211. However, it is recommended that any relevant building control agencies are contacted prior to building design as they may have their own specific requirements for radon protection.

3.4 Mining

The site is not within an area affected by coal mining.

3.5 Landfills and Infilled Land

There are six areas of infilled land recorded within 500 m of the site. One is recorded as being on-site – unknown infilled land (non-water), as the former quarry/brick works referred to later in sections 4.1 and 5.1.

Three areas recorded as being unknown infilled land – non-water:

1. 278m east
2. 362m north-west
3. 413m east

Two areas recorded as being unknown infilled land – water:

1. 163m south-west
2. 195m west

No waste management facilities are recorded within 1000m of the site.

3.6 Hydrogeology and Hydrology

The Raglan Mudstone Formation underlying the site is classified as a Secondary A Aquifer.

There are no groundwater abstraction licenses recorded on the Envirocheck report within 100m of the site.

The site is within an outer zone 3 source protection zone.

The nearest surface water feature is an unnamed inland river recorded 612m south-east of the site.

3.7 Ecologically Sensitive Sites

The site lies within a nitrate vulnerable zone for groundwater.

3.8 Flood Information

The EA flood mapping service does not indicate the site to be in an area at particular risk of flooding.

4. Site History

4.1 History of the Site

The history of the site has been surmised from historical map editions (Appendix E). It should be noted that some map editions are poorly geo-located so that the site boundary is inaccurately positioned over the mapping.

The site history has been traced back to 1886. The site at this time comprises a brickworks broadly surrounded by open fields and orchards, to the north this continues up to the Kenwater River 1000m away. A brick kiln and clay pit are marked 250m to the north-east, another brick kiln and clay pit is marked 500m north-east. The village of Northward is located approximately 1000m away to the north-east. To the south-east open fields and orchard continue up to Dishley Court (750m south-east) and then the small town of Newtown 1000m to the south of site, with an old fish pond also marked here. Open field and orchards continue to the south-west and west up to Longfields cottage 500m south-west and the small settlement of Cornhill Cop 950 west of the site. A brickworks and clay pit is marked 750 north-west of the site.

1886-1887 small scale historical mapping confirms the above and shows the site in the most detail. The site is mainly composed of a brickworks and clay pit approximately 50m across which is surrounded by orchards and open fields. Barons Cross Inn is marked 100m west of site, there are numerous small residential buildings from 50-150m east, and a pond is marked 100m north of site.

1904 to 1905 Historical mapping shows the emergence of old sand and clay pits 500-1000m to the north-west, also a hospital (infectious diseases) is now marked 750m north-west. A covered reservoir has appeared 750m east of site. On-site, much of the brickworks/clay pit on site is now marked as rough pasture, suggesting its infilling.

1928 to 1930 mapping shows a pump marked to the south-east and that the entire area of the clay pit on-site is now rough pasture land and so it has been infilled. Also,

the sand/clay pits previously marked to the north-west are no longer shown, suggesting their infilling. The next notable changes occur on 1938-1953 large scale mapping where a British Military Hospital has emerged in the west with lots of units 250-600m to the west. 1953 small scale mapping shows a number of small settlements and small residential expansion to the Leominster town 350-1500m to the west.

1964 large and 1968 small scale historical mapping show the emergence of Barons Cross Farm immediately to the north of site, a garage has been built 167m west of site and 3 new detached residential properties have been constructed 250m to the west-north-west. A nursery has been constructed 250m north-west of site and a number of small residential developments have been constructed 750m to the east in the town of Newlands. The main changes to the site moving forward to 1974 small scale mapping is the construction of lots of new low-rise residential developments to the south west, west and north-west – all associated with the expansion of Leominster.

1977-1988 historical mapping shows the continued expansion to Leominster and Newlands, also a disused sewage works is now marked 900m to the south-west. Moving forward to 1988, mapping here shows that Leominster has had multiple low-rise residential developments constructed which now surround the site to the east, north and west. The building on-site that was formerly associated with the brickworks is now marked as The Birdcage (restaurant).

The next notable change occurs on 1993 small scale mapping where a Filling Sea (Petrol Fuel Site) has been constructed 239m to the east. No other notable changes occur up to present day maps except for Electricity Sub Station being built in 2000, 650m north of site.

5. Site Reconnaissance

5.1 Current Land Use

The site was inspected on 16th April 2018 by an experienced Geo-Environmental Engineer. Selected photographs of the site have been included as Appendix B. Plans showing the layout of the site are included in Appendix A.

The site is broadly rectangular in shape, with a triangular extension to its north-east which comprises a tarmac turning and access area immediately off the A44. The northern and southern sections of the site are at different levels topographically, with the north being approximately 1.00m higher. Local knowledge suggests a grass bank used to exist between the two different elevations before the area was developed into flower beds with a retaining wall down to a garden in the south.

The north of the site comprises a flat area of worn tarmacadam making up the parking area to the former pub/restaurant on-site. The site is accessed off the A44 which bounds the site here, running east-west across the entire north of the site. The Birdcage (current property at the site) is a two-storey building with a one-storey extension on its western face. This extension leads onto a breeze-block wall separating the tarmacadam area to the north with the garden area in the middle of the site. Behind this wall the site steeply drops down to the lower level of the garden, with a flower bed along this slope.

The east of the site is the continuation of the garden from the middle of site up to a breeze-block wall, acting as the boundary between the property at site and its neighbour. The southern boundary of the site is roughly the middle of the current garden, the lawn of the current garden continues south until meeting a wooden post and metal mesh fence that marks the end of the current properties land. In the south-west of the site is a low shed made up of wood, metal, fibreglass and plastic sheeting. The shed was empty with an earth floor and has a gate immediately to its west which accesses the field beyond the property.

The west of site is marked by an approximately 2.00m high hedgerow and the same fence as to the south. In the mid-west of the site is a low garage/parking area composed of wooden frame, brick walls and a plastic sheet roof with earth floor. A low hedge row runs east-west from the corner of this garage up to a gateway adjacent to the current property, this gateway provides access from the tarmacadam parking area to the garden.

The centre of the site is a flat lawn area of the current properties garden, this is where the proposed homes' gardens will be located. Immediately to the south of this space is an abandoned well. Local knowledge suggests this well has not been active for at least 100 years.

5.2 Tanks and Associated Structures

No tanks or associated structures were identified during the site walkover survey.

5.3 Services

It is assumed that the buildings at the site are connected to the usual range of services, however, the location of any pipe and cables is not known.

EMS have not undertaken a formal underground services survey. Other services may cross the site about which EMS has no knowledge.

5.4 Condition

No visual or olfactory contamination, such as oil staining, was identified during the site walkover survey.

No asbestos containing material was identified during the site walkover survey.

5.5 Surrounding Land Use

The A44 is located immediately to the north of site, with a low-rise residential development the other side of the road. To the east is the neighbouring property to The Birdcage and its garden. In the south-east of the neighbour's garden are two outbuildings, one metal sheet and one made of wood, sheeting and breeze-blocks.

Immediately to the south of site is a small allotment where home grown produce is being grown. Beyond this allotment is an open grass field that continues around the site, all along its western edge. A roughly 10 x 10m area of concentrated nettle growth is in the south of this field – this is believed to be the area of a former clay pit. The current owner of the property revealed that her husband had filled this area to some degree with building rubble (breeze-blocks).

To the west-north-west of the site is the continuation of the tarmacadam parking area, up to a one-storey abandoned building. This building is open walled along its southern face and it partly filled with inert domestic waste. The building is of brick walls, a wooden frame and a slate roof with an earth floor.

6. Unexploded Ordnance

6.1 Context

Guidance in CIRIA C681 'Unexploded Ordnance, A Guide for the Construction Industry' recommends that a preliminary risk assessment, comprising desk-based consideration of factors that affect the potential for unexploded ordnance (UXO) to be present, is undertaken at all sites at an early stage. This assessment ascertains whether specialist advice is required prior to ground disturbing activities. The assessment involves consideration of the site's location, history and planned investigation activities. The aim of the assessment is principally to avoid loss of life or injury in the rare event that unexploded ordnance is encountered. However, it is also extremely useful to consider this issue at an early stage to avoid costly delays in construction programmes later down the line.

At the date of publication of this CIRIA document there have been no recorded deaths in the UK resulting from UXO in recent decades (although there have been some fatalities in Europe). However, it is estimated that 15,000 items of ordnance (5 %

estimated to be live) were removed from UK construction sites between 2006 and 2008.

6.2 Assessment

The following table summarises the risk factors for the site against the potential for UXO to be present. The sections of the table judged to apply to this site are highlighted in blue:

		LOW	Potential for aerial delivered UXO to be present	HIGH
<i>Indicators of potential aerial delivered UXO hazards</i>				
Data item	Site location	Rural	Small towns	Brownfield sites Large towns
	Site description and historical land use	Greenfield site or agricultural land only	Near to wartime site of: Previous military use Railway marshalling yard Power station Gas works Port Industrial centre	Adjacent to wartime site of: Previous military use Railway marshalling yard Power station Gas works Port Industrial centre
	History of WWII bombardment	No history of WWII bombing	Near to area of known WWII bombing	Area of known WWII bombing Area of high intensity WWII bombing
<i>Post-war development and the potential to remove aerial delivered UXO hazards</i>				
Nature of development	Wholesale excavation			
	Significant post-war development			
	Moderate post-war development			
	Minimal post-war development			
	No evidence of post-war development			
<i>Construction activities and the potential to encounter aerial delivered UXO</i>				
Activity	Borehole drilling			
	Shallow trial pits			
	Excavations for services			
	Low density driven piles			
	Shallow excavations over extended area			
	Sheet piling			
	Deep excavations over limited area			
	High density piles			
Deep excavation over extended area				

Notes: 1. Adapted from CIRIA C681.

Brief internet research has indicated that the area of Leominster was not subject to bombing during World War Two. The site was minimally developed pre-war and so would not have been a particular target for bombing. Minimal post-war development has taken place (construction and demolition of buildings). Any ordnance (if present) is unlikely to have been encountered and removed during these works. Proposed

ground investigation works at the site include a trial pit investigation which is considered a medium risk activity.

The risk posed by UXO to the proposed ground investigation works is low. Ground investigation staff should have basic UXO awareness so that in the unlikely event ordnance is uncovered, sensible action can be taken.

As with all sites, it is recommended that the developer undertakes their own UXO risk assessment for the construction activities which they plan to undertake. It is good practise that ground-workers have basic UXO awareness so that in the unlikely event ordnance is uncovered, sensible action can be taken.

7. Conceptual Model

7.1 Potential Sources

The desk study has revealed a number of potential contaminant sources related to the history and current usage of the site:

- The former brickworks/clay pit at the site may be a source of contamination.
- The area of concentrated nettle growth immediately to the south of site, that the current owner of the property indicated was a small depression filled with building rubble, may be a source of contamination.
- The Garage 167m west of site may be a source of contamination.
- The Road Haulage Services 168m east of site may be a source of contamination.
- The Petrol Fuel Stations 239m and 372m east of site may be a source of contamination.

The vehicle cleaning services located 232m east of site is not considered to be a significant source of contamination as detergents are largely biodegradable and it is some distance from the site.

The former sand and clay pits and areas of unknown infilled land, located 163-1000m from the site, are not considered to be significant sources of contamination. They are some distance from the site and were infilled by 1930, sufficient time has passed for significant gas production to have ceased.

The potential source areas and contaminants of concern are presented in the following tables:

Potential Source Area On-Site	Potential Contaminants
Former brickworks/clay pit at the site	May include asbestos, heavy metals, PAH, aliphatic and aromatic hydrocarbons. Carbon Dioxide and Methane
Area of concentrated nettle growth (unknown filled land)	May include asbestos, heavy metals, PAH, aliphatic and aromatic hydrocarbons. Carbon Dioxide and Methane.

Potential Source Area Off-Site	Potential Contaminants
Garage 167m west (vehicle servicing, repairs, parts and accessories)	Aliphatic and aromatic hydrocarbons, lead.
Road Haulage Services 168m east	Heavy metals, aliphatic and aromatic hydrocarbons.

7.2 Potential Receptors

Human Health:

The development of the site for residential purposes is proposed. The development will include gardens in which residents grow food for their own consumption. Residents of the proposed properties will be a sensitive receptor.

Construction workers may be exposed to contamination during redevelopment.

Residents of neighbouring properties may be affected by dust or surface water from the site.

Controlled Waters:

The Raglan Mudstone Formation underlying the site is classified as a Secondary A Aquifer.

There are no groundwater abstraction licenses recorded on the Envirocheck report within 100m of the site.

The site is within an outer zone 3 source protection zone.

The nearest surface water feature is an unnamed inland river recorded 612m south-east of the site.

Sensitive Sites:

The site lies within a nitrate vulnerable zone for ground water.

Buildings:

Buried structures associated with proposed buildings are considered to be a receptor to attack from potential chemical agents, in particular sulphates and acids, within the soils and groundwater. Buildings may be considered receptors for bulk ground gases, including methane explosion.

7.3 Potential Pathways

The following pathways should be considered as methods of contamination transfer to receptors:

- 1) Intake of contamination by ingestion, inhalation, or direct contact with soils: Construction workers and residents of the site may be at risk from these pathways.
- 2) Intake of contamination by inhalation of vapours: A pathway of migration of bulk ground gases and volatile organic contaminants through permeable natural or manmade materials or preferential pathways onto the site from on site and off site sources is considered to be potentially active.
- 3) Plant uptake: Plants may uptake contamination from the soil and concentrate it within their systems leading to a direct toxic effect on the plant. Gardens are proposed thus this pathway is currently and will continue to be potentially active following redevelopment. In addition, uptake of contaminants by plants which are subsequently consumed by residents is considered to be a potentially active pathway.
- 4) Leaching of contamination – vertically: A pathway of vertical leaching to the underlying Secondary A Aquifers is considered active. The former well at the site is also considered to be a pathway for contamination transfer to the underlying aquifers.
- 5) Movement of contamination – horizontally: Migration of possible perched groundwater potentially impacted by contaminants at shallow depths from on-site and off-site sources through shallow permeable deposits, or via preferential pathways, is considered to be potentially active. Pathways to future residents via inhalation of indoor and outdoor air originating from a potentially impacted shallow perched groundwater source are also considered to be potentially active.

6) Future construction works: Any excavation works, construction vehicles and workmen all form pathways for disturbance and transfer of contamination. For example, intermixing of contaminated surface strata during foundation construction or boring activities. Air borne dispersion of dust requires particular consideration during construction works during dry spells.

7) Buildings: Certain chemical agents, predominantly sulphates, acids and hydrocarbons present within Made Ground and contaminated waters under the site, may be destructive to buried concrete. The chemical attack of buried services and pipe work associated with new buildings is also considered to be an active pathway. Buildings are also possible receptors for build-up of ground gases – which may cause suffocation or explosion.

7.4 Possible Pollutant Linkages and Preliminary Risk Assessment

The preliminary risk assessment is designed to assess the risks from all pollutant linkages identified by the Phase I investigation. An explanatory risk matrix has been developed within the document 'Guidelines for Environmental Risk Assessment and Management' (DETR and EA 2000). This matrix is shown below:

Consequence \ Probability	Severe	Moderate	Mild	Negligible
High	High	High	Medium/Low	Near Zero
Medium	High	Medium	Low	Near Zero
Low	High/Medium	Medium/Low	Low	Near Zero
Negligible	High/Medium/Low	Medium/Low	Low	Near Zero

A tabular conceptual model is detailed below. In some cases, the risk level is considered medium. This is due to the limited information which can be provided by a desk study alone, thus worst-case scenarios are assumed until evidence is provided to show otherwise.

Contaminant	Pathway	Receptor	Risk
Heavy metals and inorganics within upper strata; principally Made Ground	Direct contact, dust inhalation and ingestion of soil	Future residents	Low to Medium. Made Ground, former and surrounding site uses may have incorporated heavy metals into the soil. No intrusive investigation has yet been undertaken.
	Direct contact, inhalation and ingestion of soil	Construction workers	Low. Made Ground, former and surrounding site uses may have incorporated heavy metals into the soil. Good site practices, such as wearing the correct PPE, reduce the risk to low. No intrusive investigation has yet been undertaken.
	Uptake of contaminants via home-grown plant produce	Future residents	Low to Medium. Made Ground, former and surrounding site uses may have incorporated heavy metals into the soil. No intrusive investigation has yet been undertaken.
	Plant uptake	Vegetation	Low to Medium. Made Ground, former and surrounding site uses may have incorporated heavy metals into the soil. No intrusive investigation has yet been undertaken.
	Direct contact	Structures and services	Low to Medium. Water pipes may be at risk from exposure to heavy metals.
	Horizontal and vertical migration	Secondary A Aquifers – Raglan Mudstone Formation	Low. Made Ground, former and surrounding site uses may have incorporated heavy metals into the soil. However, these contaminants tend to have relatively low mobility. No intrusive investigation has yet been undertaken.
	Horizontal and vertical migration	Nearest surface water body – unnamed inland river 612m south-east	Low. Made Ground and former site usages may have incorporated heavy metals into the soil. However, these contaminants tend to have relatively low mobility. The river is some distance from the site. No intrusive investigation has yet been undertaken.

Contaminant	Pathway	Receptor	Risk
Polycyclic aromatic hydrocarbons, phenol, aromatic and aliphatic hydrocarbons within upper strata; both Made Ground and impacted natural soils	Direct contact, dust inhalation and ingestion	Future residents	Low to Medium. Made Ground, former and surrounding site uses may have incorporated organic contaminants into the soil. No intrusive investigation has yet been undertaken.
	Direct contact, inhalation and ingestion	Construction workers	Low to Medium. Made Ground, former and surrounding site uses may have incorporated organic contaminants into the soil. Good site practises, such as wearing the correct PPE, will reduce the risk to low. No intrusive investigation has yet been undertaken.
	Uptake of contaminants via home-grown plant produce	Future residents	Low to Medium. Made Ground, former and surrounding site uses may have incorporated organic contaminants into the soil. No intrusive investigation has yet been undertaken.
	Plant uptake	Vegetation	Low to Medium. Made Ground, former and surrounding site uses may have incorporated organic contaminants into the soil. No intrusive investigation has yet been undertaken.
	Direct contact	Structures and services	Low to Medium. Made Ground, former and surrounding site uses may have incorporated organic contaminants into the soil. No intrusive investigation has yet been undertaken.
	Volatile inhalation	Future residents	Low to Medium. Made Ground, former and surrounding site uses may have incorporated organic contaminants into the soil. No intrusive investigation has yet been undertaken.
	Horizontal and vertical migration	Secondary A Aquifers – Raglan Mudstone Formation	Low to Medium. Made Ground, former and surrounding site uses may have incorporated organic contaminants into the soil. No intrusive investigation has yet been undertaken.

Contaminant	Pathway	Receptor	Risk
	Horizontal and vertical migration	Nearest surface water body – unnamed inland river 612m south-east	Low to Medium. Made Ground, former and surrounding site uses may have incorporated organic contaminants into the soil. No intrusive investigation has yet been undertaken.
Sulphates from Made Ground beneath site	Direct contact	Concrete structures and water pipes	Low to Medium. Sulphates can be naturally occurring. It is important that the appropriate concrete is selected for below ground use.
Aggressive pH from Made Ground beneath site	Direct contact	Concrete structures and water pipes	Low to Medium. Concrete structures and pipes may be at risk from aggressive ground conditions and may cause premature foundation failure.
Asbestos if present within Made Ground beneath site	Inhalation of fibres	Future residents	Low to Medium. The material used to fill the former brickworks/clay pit at the site may contain asbestos. No intrusive investigation has yet been undertaken.
	Inhalation of fibres	Construction workers	Low to Medium. The material used to fill the former brickworks/clay pit at the site may contain asbestos. Good site practices, such as wearing the correct PPE, will reduce the risk to low. No intrusive investigation has yet been undertaken.

7.5 Preliminary Ground Gas Risk Assessment

Source	Pollutant	Receptors	Pathway	Hazard Severity	Likelihood	Risk
Deep Made Ground beneath the site.	CO ₂ Possibly methane if extensive organic material present	Human health and structures	Migration, volatilisation into indoor and outdoor air space and accumulation. Ground gas release from Made Ground tends to lack driving force.	Effect on human health (severe) Effect on structures (severe)	Low. The material filling the former clay pit below site may contain organic material. The clay pit was infilled by 1930 so any gas production is likely to have ceased.	LOW To be confirmed by intrusive site investigation.
Natural soils and rocks.	Radon	Human Health	Migration, volatilisation into indoor and outdoor air space and accumulation.	Effect on human health (severe)	Low. BR211 indicates the site is not in an area where radon protection is required. It is recommended that relevant Building Control organisations are contacted to determine if they have their own requirements.	LOW
Area of concentrated nettle growth immediately south of site (former clay pit?)	CO ₂ Possibly methane if extensive organic material present	Human health and structures	Migration, volatilisation into indoor and outdoor air space and accumulation.	Effect on human health (severe) Effect on structures (severe)	Low. The material infilling this depression is indicated to have been building rubble (from local knowledge), therefore not containing extensive organic matter.	LOW To be confirmed by intrusive investigation.

8. Conclusions/Recommendations

8.1 Contamination

This report has found a maximum medium risk to receptors, mainly from the infilled clay pit below much of the site. To confirm the contamination status of the soils at the site an intrusive investigation is recommended. This could be undertaken by machine excavated trial pits with appropriate soil contamination sampling and testing.

This investigation would target the area of the proposed gardens and the area of the infilled clay pit. It would also target the area of concentrated nettle growth to assess whether any gas producing materials are buried beneath it.

It is recommended that this desk study report is passed to the relevant Environmental Health Department for comment as soon as possible.

8.2 Geotechnical

The natural soils of the Raglan Mudstone Formation are likely to be an appropriate founding stratum.

If desired, geotechnical information for foundation design could be provided as part of the intrusive investigation outlined above.

Consideration should be given to the impact of the former well on the site on proposed foundations by a structural engineer.

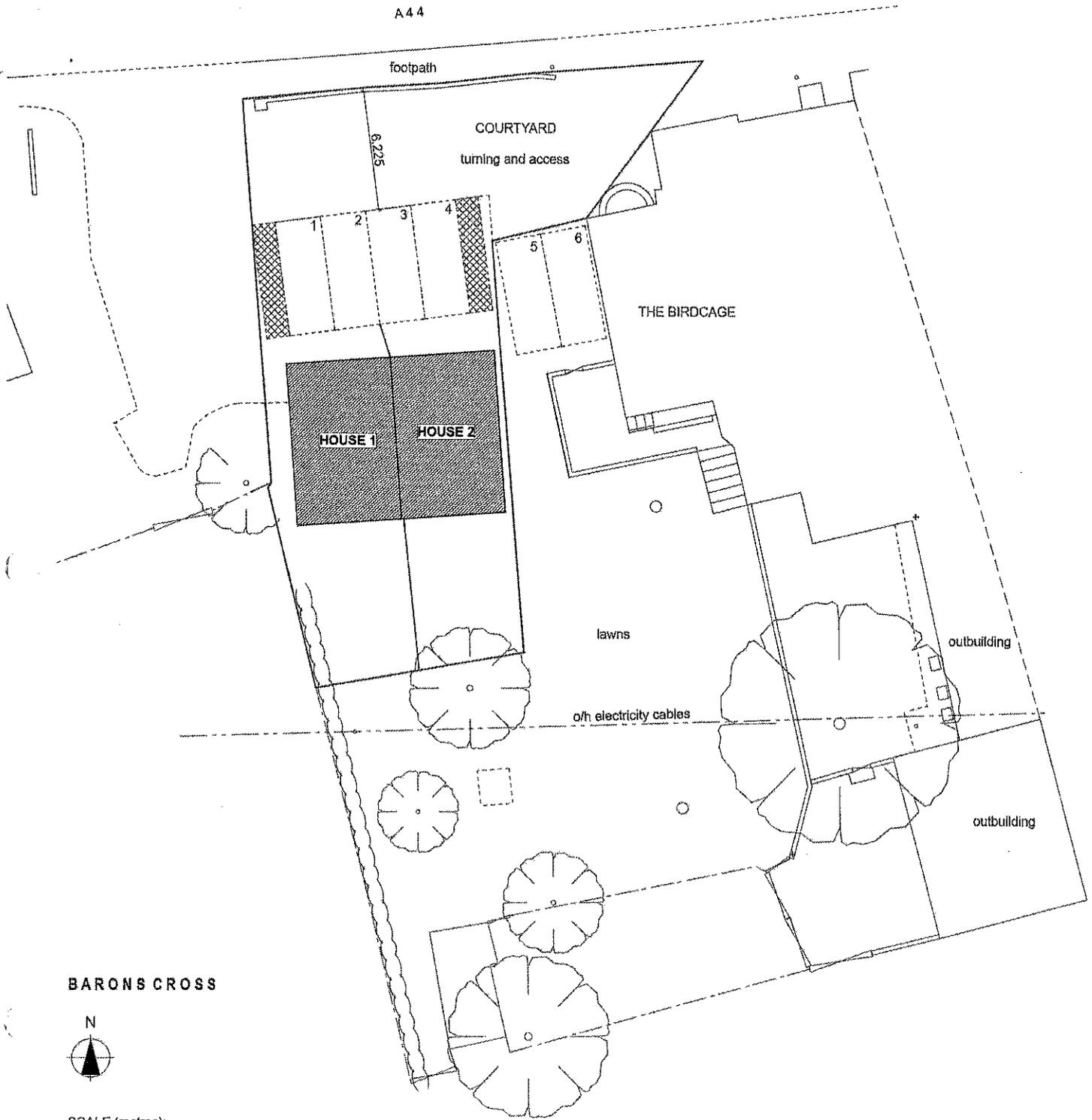
8.3 Soakaway Drainage

The soils of the Raglan Mudstone Formation are unlikely to be permeable. Their suitability for soakaway drainage should be assessed by appropriate testing.

Appendices

- a) **Site Plans**
- b) **Site Reconnaissance Photographs**
- c) **Environmental Data**
- d) **Geological Data**
- e) **Historical Maps**

Appendix A – Site Plans



BARONS CROSS



SCALE (metres):



C. GARDEN SPACE ENLARGED
 B. LAYOUT REVISED
 A. LAYOUT REVISED

OCT.16
 MAY.16
 MAY.16

HOUSING AT THE BIRDCAGE,
 BARONS CROSS, LEOMINSTER
 HEREFORDSHIRE, HR6 8RS

FIONA WILLIAMS

PROPOSED INDICATIVE SITE BLOCK PLAN

1:200 @ A3

MAY.16

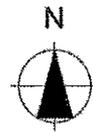
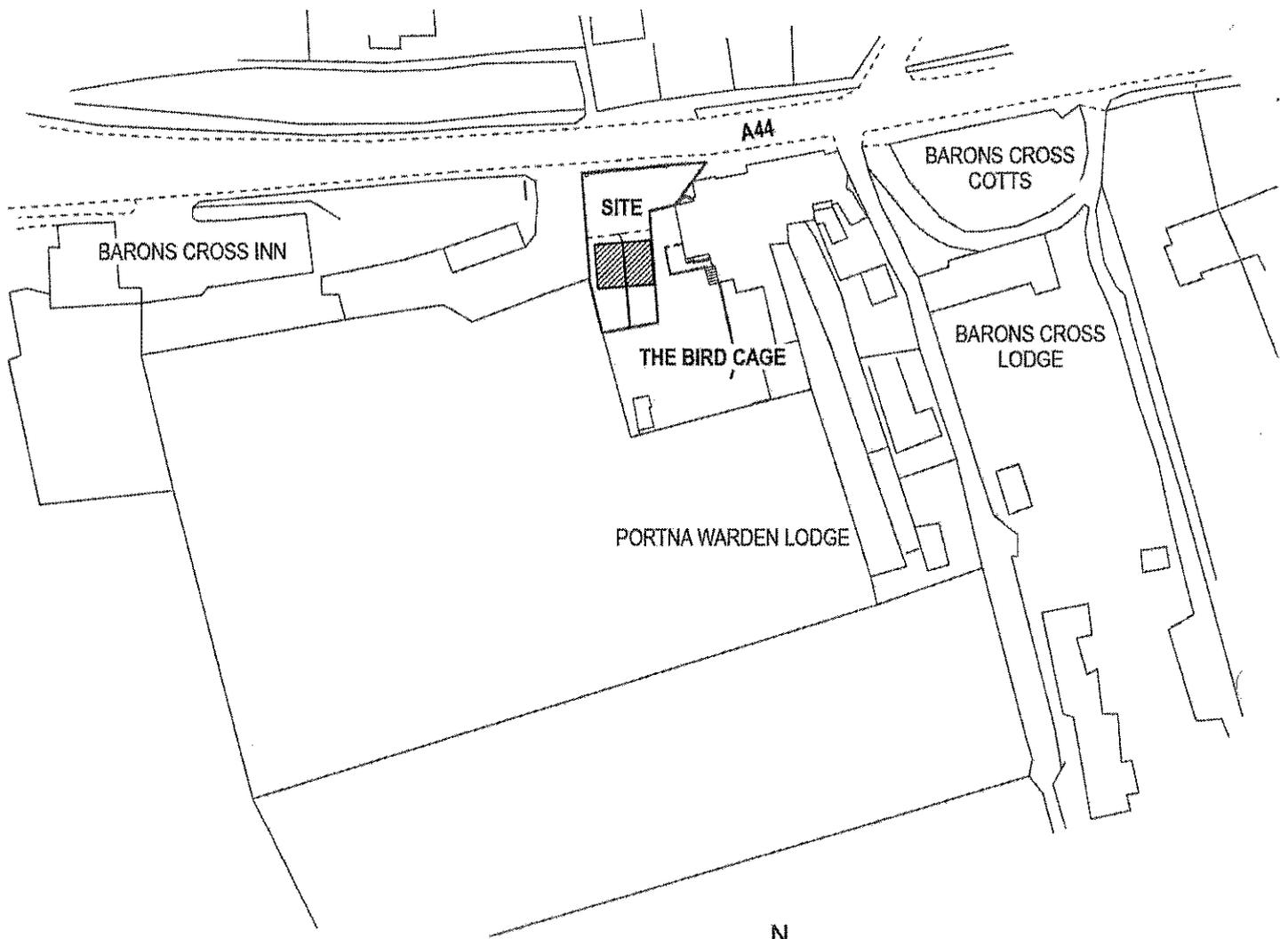
16/803.01C

OKX
 ARCHITECTURE

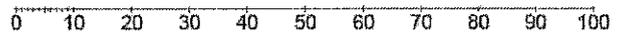
Colin Goldsworthy MCIAT
 Lorraine Whistance MCIAT

Member of the Chartered Institute of Architectural Technologists

85 St Owen Street Hereford HR1 2JW
 Phone 01432 278100 Fax 01432 271762
 email enquiries@okxarchitecture.co.uk



SCALE (metres):



**BARONS CROSS
LEOMINSTER**

A. SITE AREA INCREASED FOR GARDENS

OCT.16

HOUSING AT THE BIRDCAGE,
BARONS CROSS, LEOMINSTER
HEREFORDSHIRE, HR6 8RS

FIONA WILLIAMS

SITE LOCATION PLAN

1:1250 @ A4

JUNE.16

16/803.02A

OKX
ARCHITECTURE

Colin Goldsworthy MCIAT
Lorraine Whistance MCIAT

Member of the Chartered Institute of Architectural Technologists

85 St Owen Street Hereford HR1 2JW
Phone 01432 278100 Fax 01432 271762
email enquiries@okxarchitecture.co.uk

Appendix B – Site Reconnaissance Photographs



Site Reconnaissance Photographic Record



NW looking SE. Current tarmacadam surface and parking area in the north of site. Line of the pink tyres indicates the western boundary of the site.



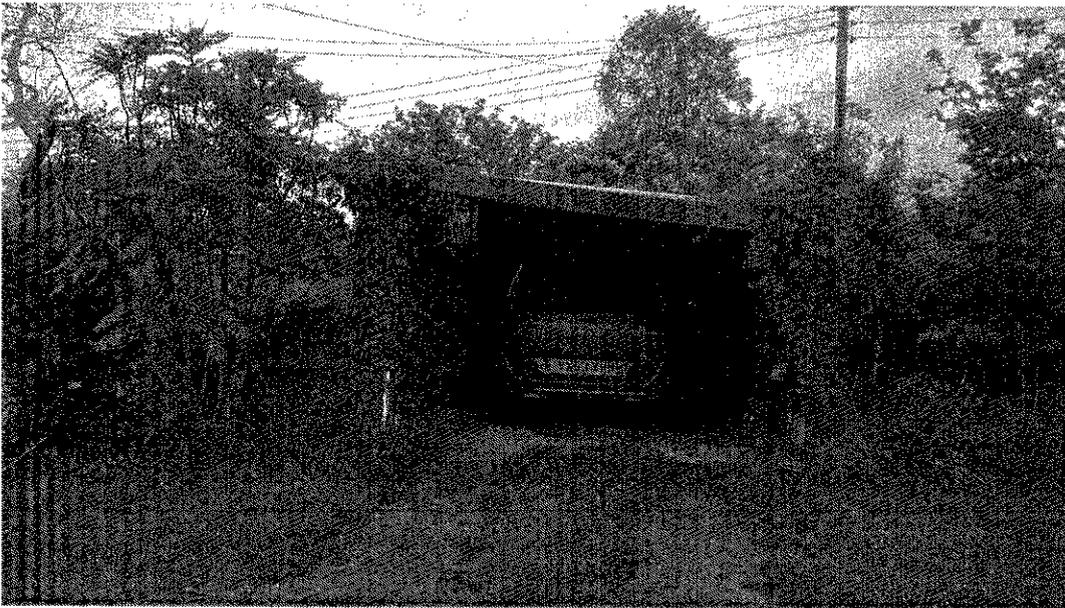
NE looking SW. Current tarmacadam parking area.



Site Reconnaissance Photographic Record



Current building at the site – The Birdcage, looking at north-western face.



Current covered parking area in north-west of site.



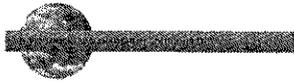
Site Reconnaissance Photographic Record



NW of site looking S. Hedgerow as site boundary (left) and the open grass field surrounding the south and west of site.



Area of concentrated nettle growth to the south of site.



Site Reconnaissance Photographic Record



S of site looking N at site. Open grass field (front left), area of concentrated nettle growth (front right), allotments and shed structure (far centre and left).



Former well in the centre of the site. Garden area of the site.



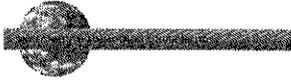
Site Reconnaissance Photographic Record



SW looking NW. Flower bed on sloping ground up to covered parking (centre). White posts (right) indicated the western boundary of the proposed houses.



S looking NE. Current garden and The Birdcage.



Site Reconnaissance Photographic Record



Flower bed on slope leading up to covered parking area and tarmacadam surface in NW of site.

Appendix C – Environmental Data

Groundwater Vulnerability

General
 Specified Site Specified Buffer(s) Bearing Reference Point
 Slice Map ID

Agency and Hydrological

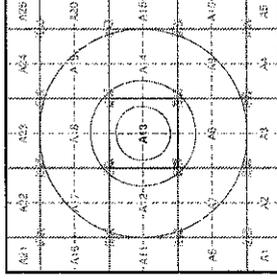
Geological Classes

- Major Aquifer (Highly Permeable)
- Minor Aquifer (Variably Permeable)
- Non Aquifer (Negligibly Permeable)
- Water or Sea
- Drift Deposit

Soil Classes

- High (F) 1, 2, 3, U
- Intermediate (I) 1, 2
- Low
- High (F) 1, 2, 3, U
- Intermediate (I) 1, 2
- Low

Site Sensitivity Context Map - Slice A

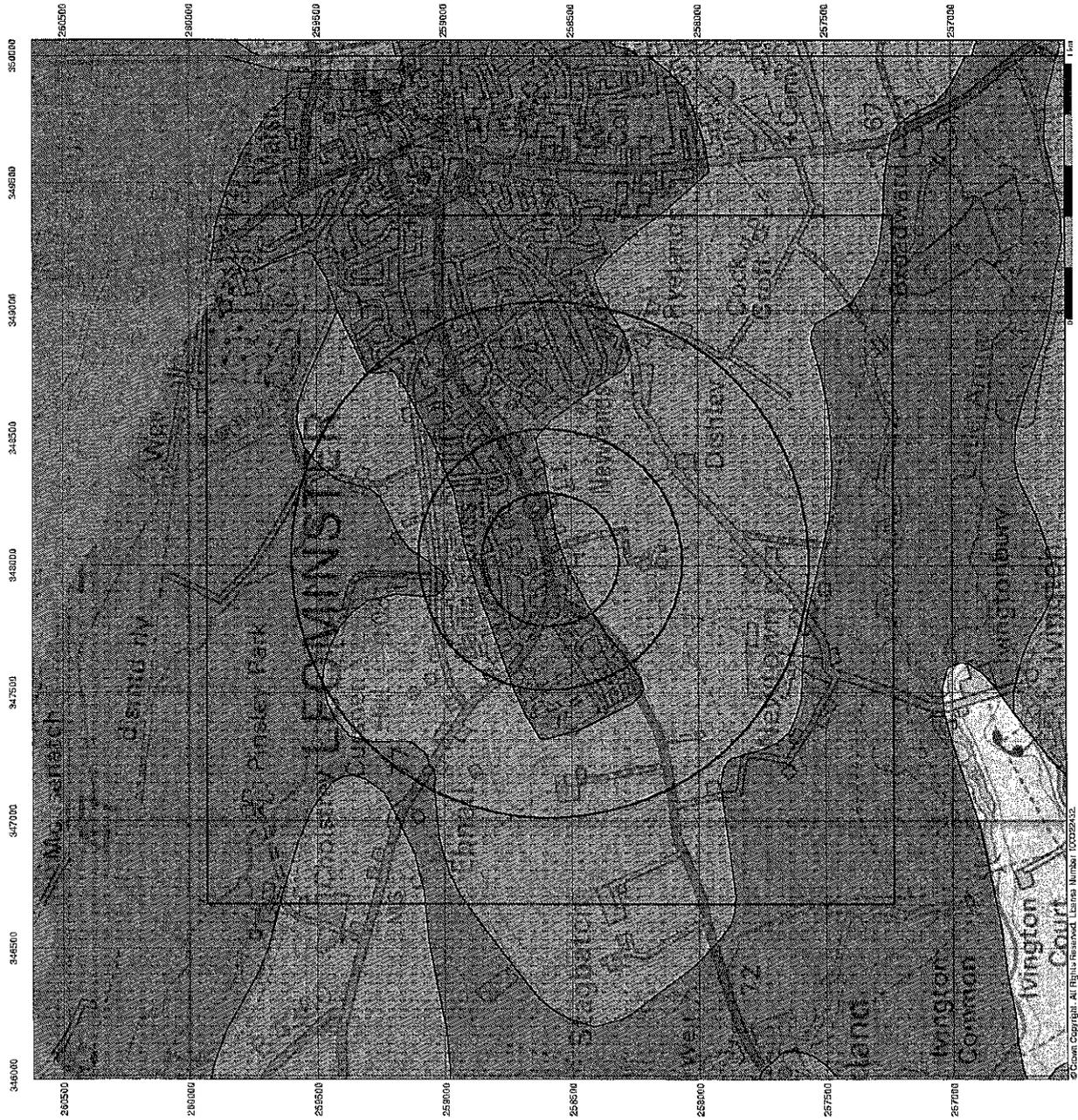


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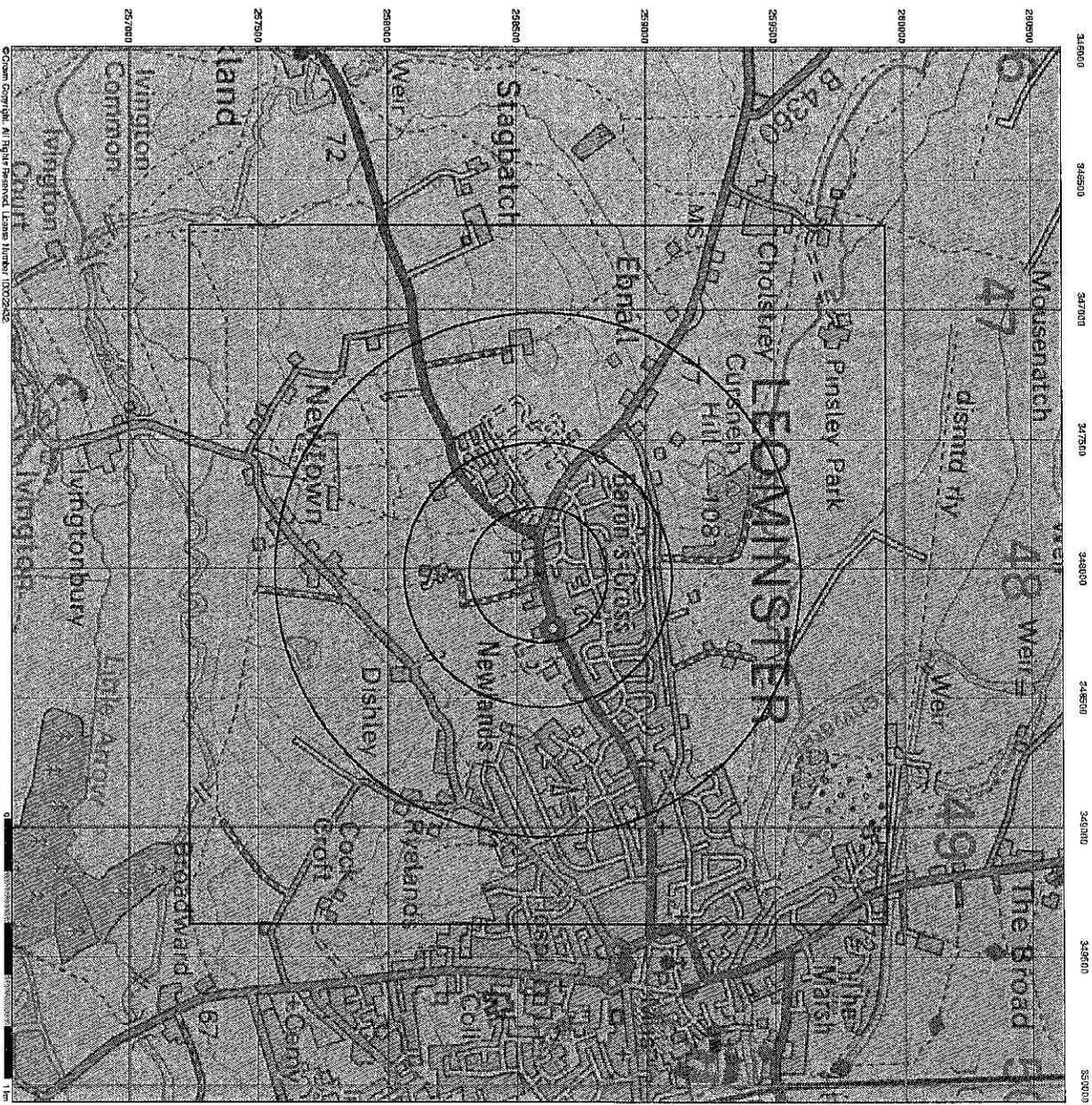
Order Number: 16074346_1_1
 Customer Ref: E10270
 National Grid Reference: 348020, 258590
 Slice: A
 Site Area (Ha): 0.04
 Search Buffer (m): 1000

Site Details

Site at 348020, 258590



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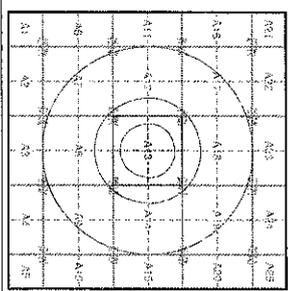
Bedrock Aquifer Designation

- General**
- Specified Site
 - ◇ Specified Buffer(s)
 - X Bearing Reference Point
 - Site
 - ▣ Map ID

Agency and Hydrological

- Geological Classes**
- Principal Aquifer
 - Secondary A Aquifer
 - Secondary B Aquifer
 - Secondary Undifferentiated
 - Unproductive Strata
 - Unknown
 - Unknown (Lakes and Landrip)

Site Sensitivity Context Map - Slice A



Order Details

Order Number: 166074346_1_1
 Customer Ref: E10270
 National Grid Reference: 348020, 258990
 Slice: A
 Site Area (Ha): 0.04
 Search Buffer (m): 1000

Site Details

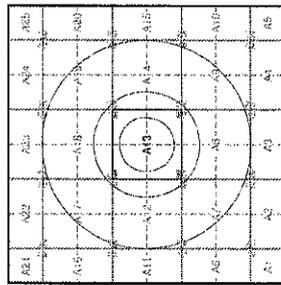
Site at 348020, 258990

Landmark LANDMARK INFORMATION GROUP
 Tel: 0844 644 992
 Fax: 0844 644 993
 Web: www.envirocheck.co.uk

Source Protection Zones

- General**
- Specified Site
 - Specified Buffer(s)
 - Map ID
 - Bearing Reference Point
 - Site
 - Map ID
- Agency and Hydrological**
- Inner zone (Zone 1)
 - Inner zone - subsurface activity only (Zone 1a)
 - Outer zone (Zone 2)
 - Outer zone - subsurface activity only (Zone 2a)
 - Total catchment (Zone 3)
 - Total catchment - subsurface activity only (Zone 3a)
 - Special Interest (Zone 4)

Site Sensitivity Context Map - Slice A

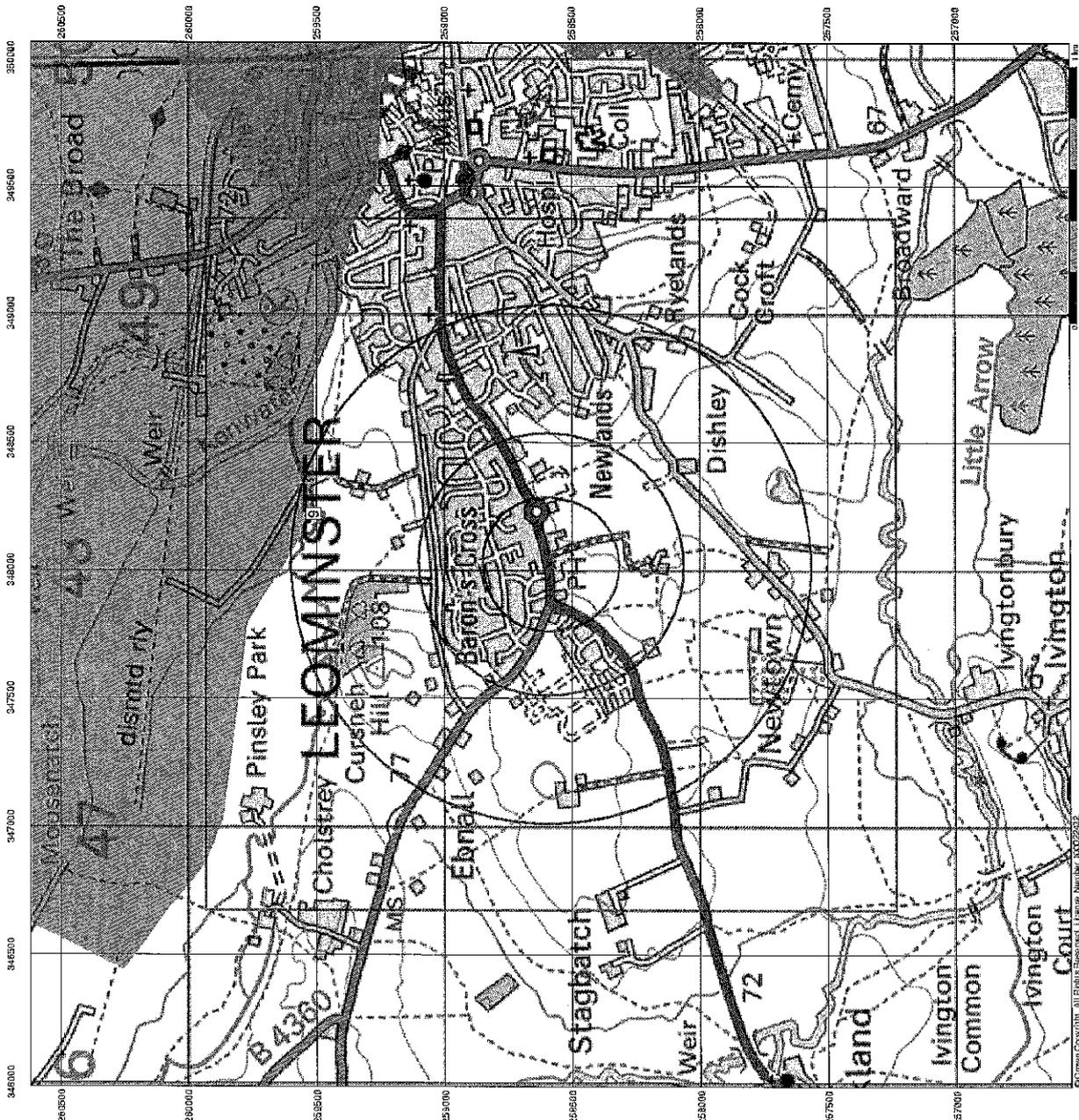


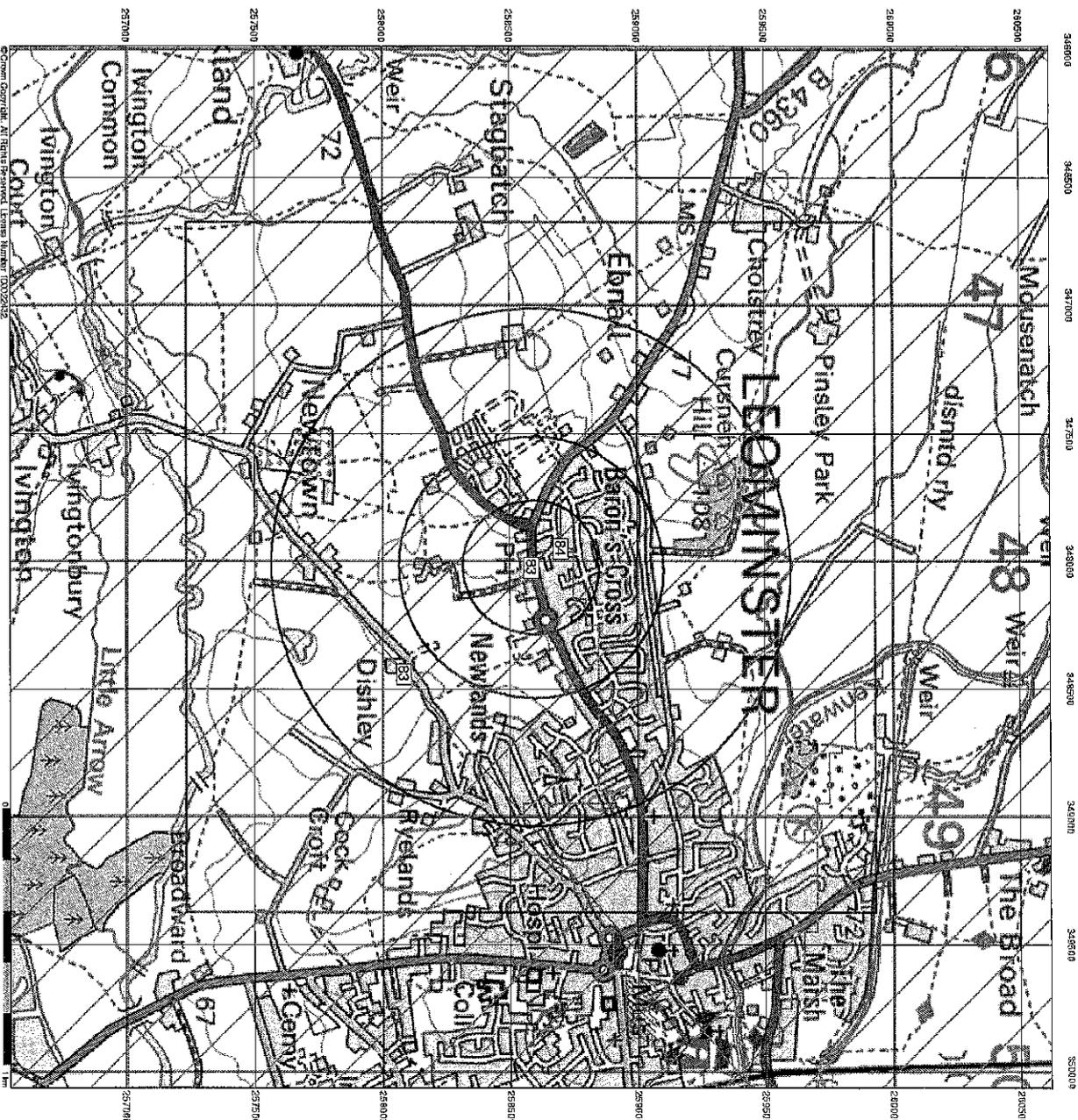
Order Details

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 Slice: A
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Site Details

Site at 348020, 258590





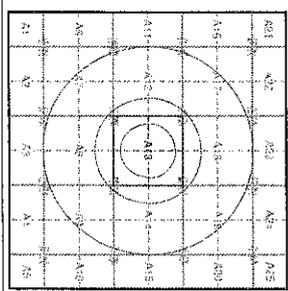
Envirocheck

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Sensitive Land Uses

- General**
- Specified Site
 - Site
 - Bearing Reference Point
 - Map ID
- Sensitive Land Uses**
- Ancient Woodland
 - Area of Adopted Green Belt
 - Area of Outstanding Green Belt
 - Area of Outstanding Natural Beauty
 - Environmentally Sensitive Area
 - Forest Park
 - Local Nature Reserve
 - Marine Nature Reserve
 - National Nature Reserve
 - National Park
 - Nitrate Sensitive Area
 - Nitrate Vulnerable Zone
 - Ramsar Site
 - Site of Special Scientific Interest
 - Special Areas of Conservation
 - Special Protection Area
 - World Heritage Sites

Site Sensitivity Context Map - Slice A



Order Details

Order Number: 166074346_1_1
 Customer Ref: E10270
 National Grid Reference: 348020, 258590
 Slice: A
 Site Area (ha): 0.04
 Search Buffer (m): 1000

Site Details

Site at: 348020, 258590

Landmark

166074346_1_1
 E10270
 348020, 258590
 A
 0.04
 1000

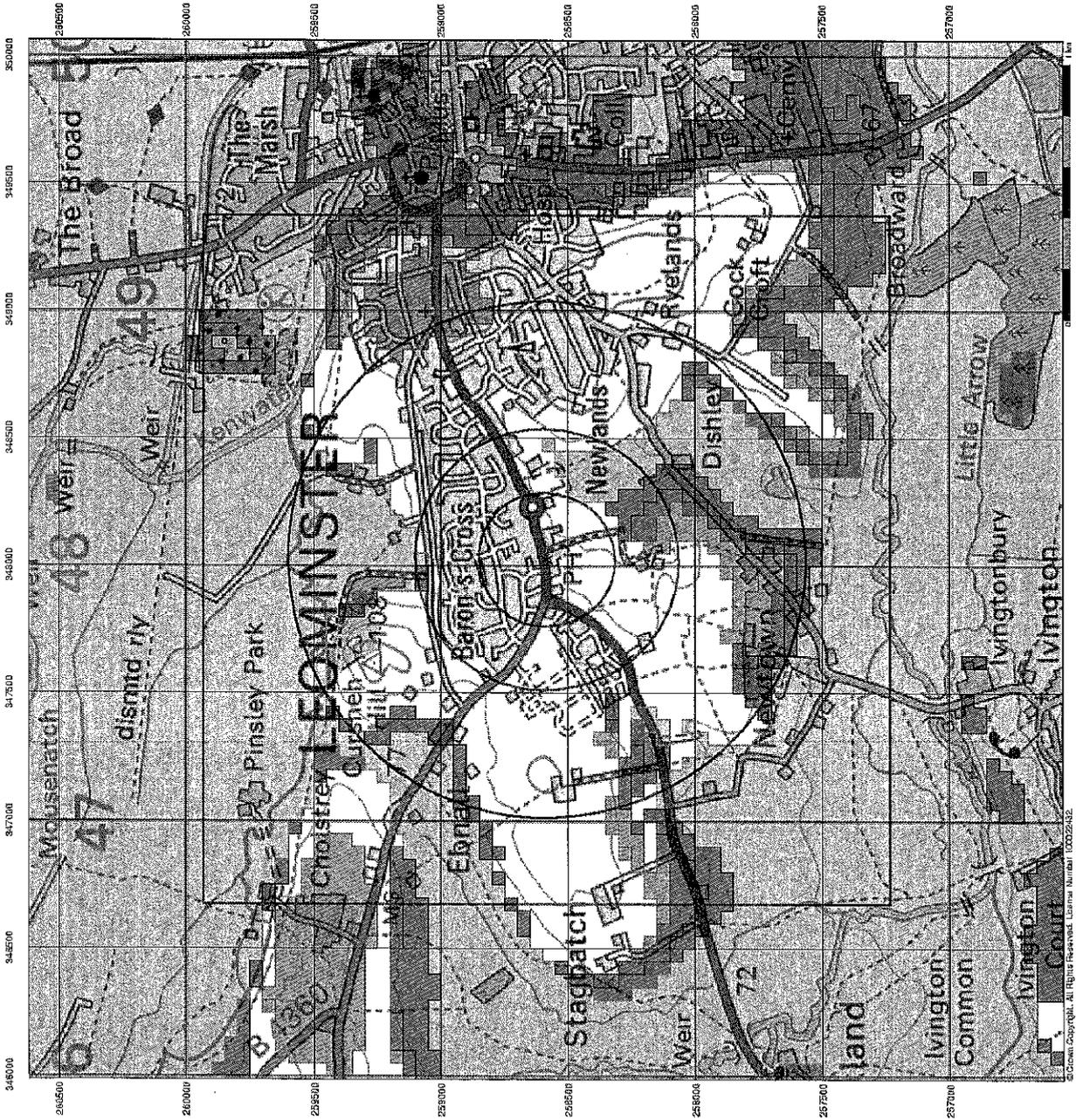
BGS Flood GFS Data

General

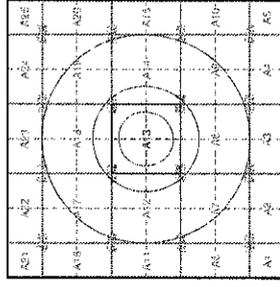
- Specified Site
- Specified Buffer(s)
- Beating Reference Point

Agency and Hydrological (Flood)

- Unflooded Potential for Groundwater Flooding to Occur
- Potential for Groundwater Flooding of Property Situated Below Ground Level
- Potential for Groundwater Flooding to Occur at Surface



Site Sensitivity Context Map - Slice A



Order Details

Order Number: 166074346_1_1
 Customer Ref: E10270
 National Grid Reference: 348020, 256590
 Slice: A
 Site Area (ha): 0.04
 Search Buffer (m): 1000

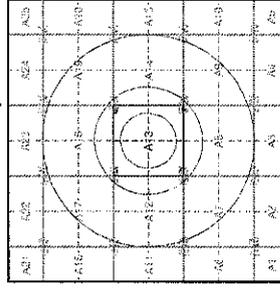
Site Details

Site at 348020, 256590

Industrial Land Use Map

- General**
- Specified Site
 - Slice
 - Specified Butler(s)
 - ✕ Bearing Reference Point
 - Map ID
- Industrial Land Use**
- ★ Contemporary Trade Directory Entry
 - ★ Fuel Station Entry
 - ★ Gas Pipeline
 - ★ Points of Interest - Commercial Services
 - ★ Points of Interest - Education and Health
 - ★ Points of Interest - Manufacturing and Production
 - ★ Points of Interest - Public Infrastructure
 - ★ Points of Interest - Recreational and Environmental
 - ★ Underground Electrical Cables

Industrial Land Use Map - Slice A



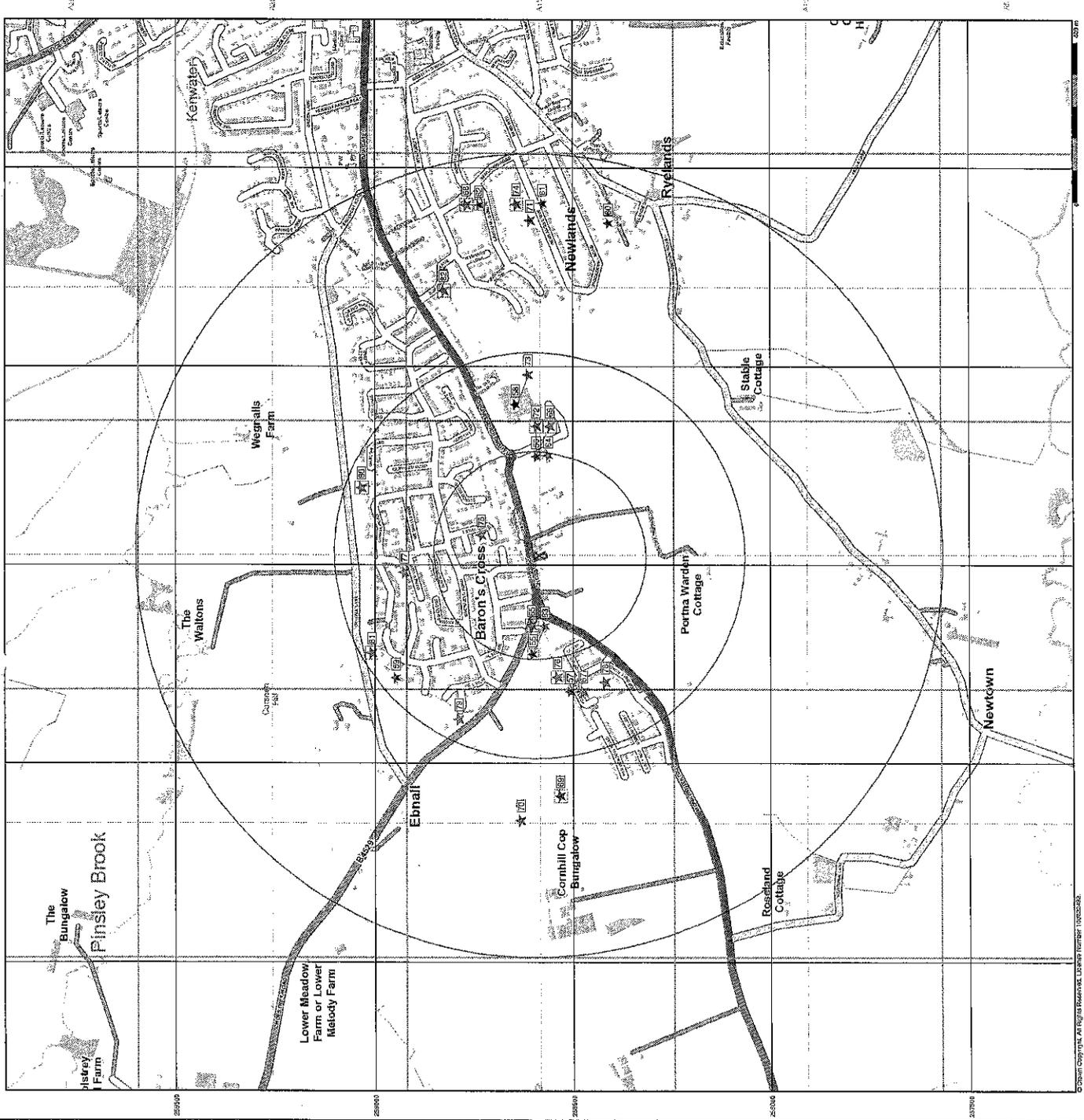
Order Details

Order Number: 166074346_1_1
 Customer Ref: E10270
 National Grid Reference: 348020, 258590

Slice: A
 Site Area (Ha): 0.04
 Search Buffer (m): 1000

Site Details

Site at 348020, 258590



Appendix D – Geological Data

Geology 1:50,000 Maps Legends

Artificial Ground and Landslip

Map Colour	Lex Code	Rock Name	Rock Type	Min and Max Age
	MGR	Made Ground (Undivided)	Artificial Deposit	Not Supplied - Holocene

Superficial Geology

Map Colour	Lex Code	Rock Name	Rock Type	Min and Max Age
	ALV	Alluvium	Clay, Silt, Sand and Gravel	Not Supplied - Holocene
	TILLD	Till, Devensian	Diamicton	Not Supplied - Devensian
	GFSDO	Glacioluvial Sheet Deposits, Devensian	Sand and Gravel	Not Supplied - Devensian
	GFICD	Glacioluvial Ice Contact Deposits, Devensian	Sand and Gravel	Not Supplied - Devensian
	GFDMF	Glacioluvial Deposits, Mid Pleistocene	Sand and Gravel	Not Supplied - Cromian
	TIMO	Till and Melanic Deposits (Undifferentiated)	Diamicton	Not Supplied - Pleistocene
	HEAD	Head	Clay, Silt, Sand and Gravel	Not Supplied - Quaternary

Bedrock and Faults

Map Colour	Lex Code	Rock Name	Rock Type	Min and Max Age
	SMG	St Maughans Formation	Argillaceous Rocks and (Subequal/Subordinate) Sandstone, Interbedded	Not Supplied - Early Devonian
	SMG	St Maughans Formation	Sandstone	Not Supplied - Early Devonian
	RG	Raglan Mudstone Formation	Siltstone and Mudstone, Interbedded	Not Supplied - Pridoli
	RG	Raglan Mudstone Formation	Sandstone	Not Supplied - Pridoli
	BFLS	Bishop's Frome Limestone Member	Silicified Conglomerate, Caliche-Cemented (Calcrete)	Not Supplied - Silurian
		Faults		

Geology 1:50,000 Maps

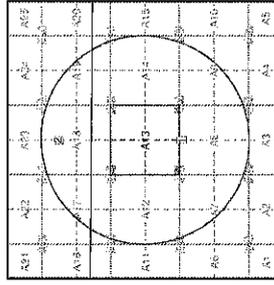
This report contains geological map extracts taken from the BGS Digital Geological map of Great Britain at 1:50,000 scale and is designed for users carrying out preliminary site assessments who require geological maps for the area around the site. This mapping may be more up to date than previously published paper maps.

The various geological layers - artificial and landslide deposits, superficial geology and soils (bedrock) geology are displayed in separate maps, but superimposed on the final 'Combined Surface Geology' map. All map legends feature on this page. Not all layers have complete nationwide coverage, so availability of data for relevant map sheets is indicated below.

Geology 1:50,000 Maps Coverage

Map Sheet No:	Map Sheet No:
1	2
100	101
Homeford	Ludlow
1989	2000
Available	Available
Bedrock Geology: Available	Bedrock Geology: Available
Superficial Geology: Available	Superficial Geology: Available
Artificial Geology: Not Supplied	Artificial Geology: Not Supplied
Faults: Available	Faults: Available
Landslip: Available	Landslip: Available
Rock Segments: Not Supplied	Rock Segments: Not Supplied

Geology 1:50,000 Maps - Slice A

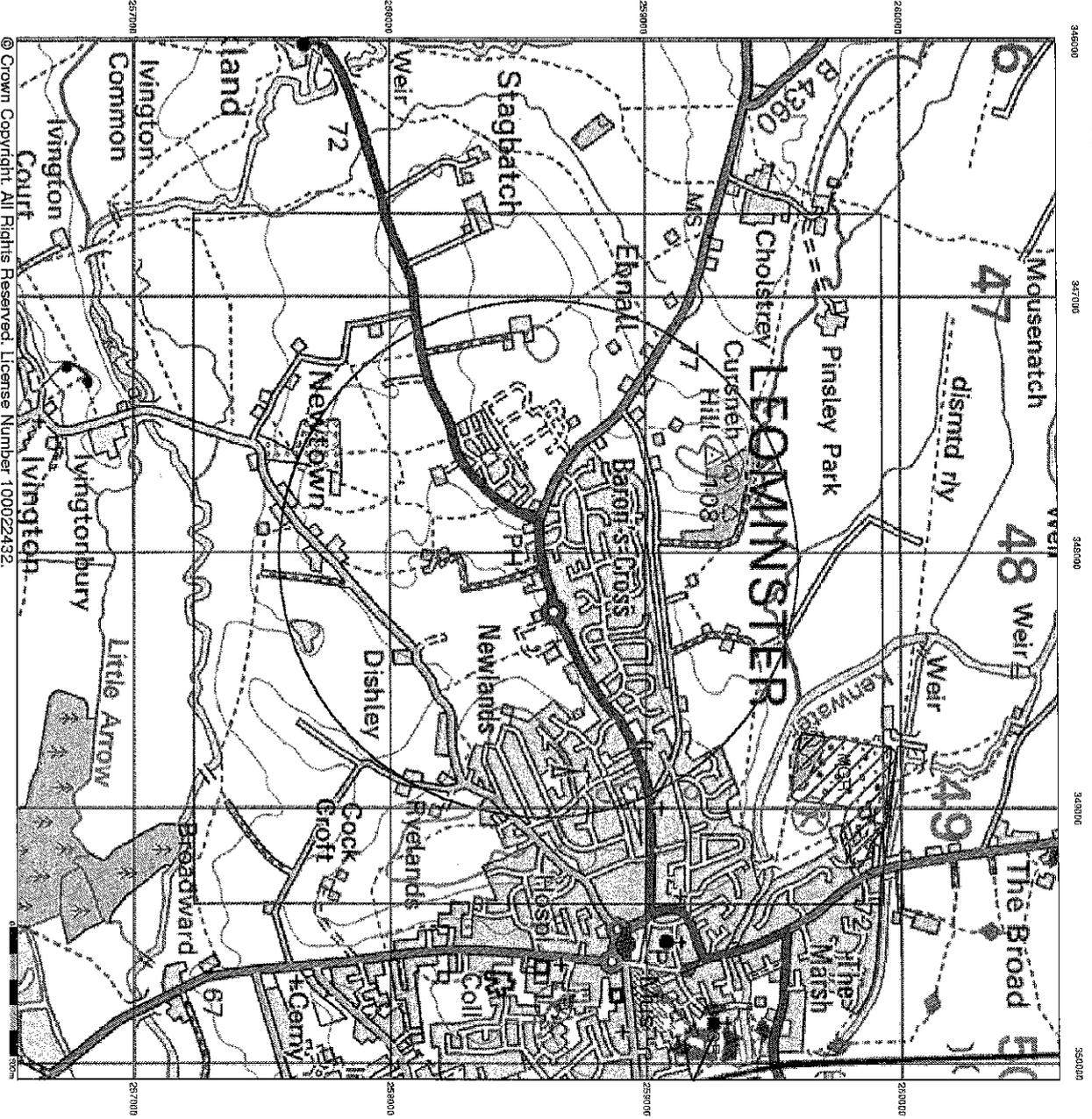


Order Details:

Order Number: 168074346_1_1
 Customer Reference: E10270
 National Grid Reference: 348020, 258590
 Slice: A
 Site Area (Ha): 0.04
 Search Buffer (m): 1000

Site Details:

Site at 348020, 258590



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Artificial Ground and Landslip

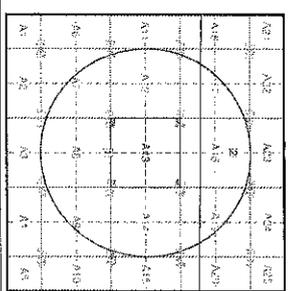
Artificial ground is a term used by BGS for those areas where the ground surface has been significantly modified by human activity. Information about previously developed ground is especially important, as it is often associated with potentially contaminated material, unpredictable engineering conditions and unstable ground.

Artificial ground includes:

- Made ground - man-made deposits such as embankments and spoil heaps on the natural ground surface.
- Worked ground - areas where the ground has been cut away such as quarries and road cuttings.
- In-filled ground - areas where the ground has been cut away then wholly or partially backfilled.
- Landslipped ground - areas where the surface has been reshaped.
- Disturbed ground - areas of ill-defined shallow or near surface mineral workings where it is impracticable to map made and worked ground separately.

Mass movement (landslip) deposits on BGS geological maps are primarily superficial deposits that have moved down slope under gravity to form landslips. These affect bedrock, other superficial deposits and artificial ground. The dataset also includes founderbed strata, where the ground has collapsed due to subsidence.

Artificial Ground and Landslip Map - Slice A



Order Details:
 Order Number: 166074316_1_1
 Customer Reference: E10270
 National Grid Reference: 348020, 258590
 Slice: A
 Site Area (Ha): 0.04
 Search Buffer (m): 1000

Site Details:
 Site at 348020, 258590

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 10000 WILLOW WAY
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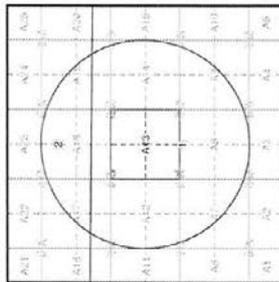
Superficial Geology

Superficial Deposits are the youngest geological deposits formed during the most recent period of geological time, the Quaternary, which extends back about 1.8 million years from the present.

They rest on older deposits or rocks referred to as Bedrock. This dataset contains Superficial deposits that are of natural origin and 'in place'. Other superficial strata may be held in the Mass Movement dataset where they have been moved, or in the Artificial Ground dataset where they are of man-made origin.

Most of these Superficial deposits are unconsolidated sediments such as gravel, sand, silt and clay, and onshore they form relatively thin, often discontinuous patches or larger spreads.

Superficial Geology Map - Slice A



Order Details:

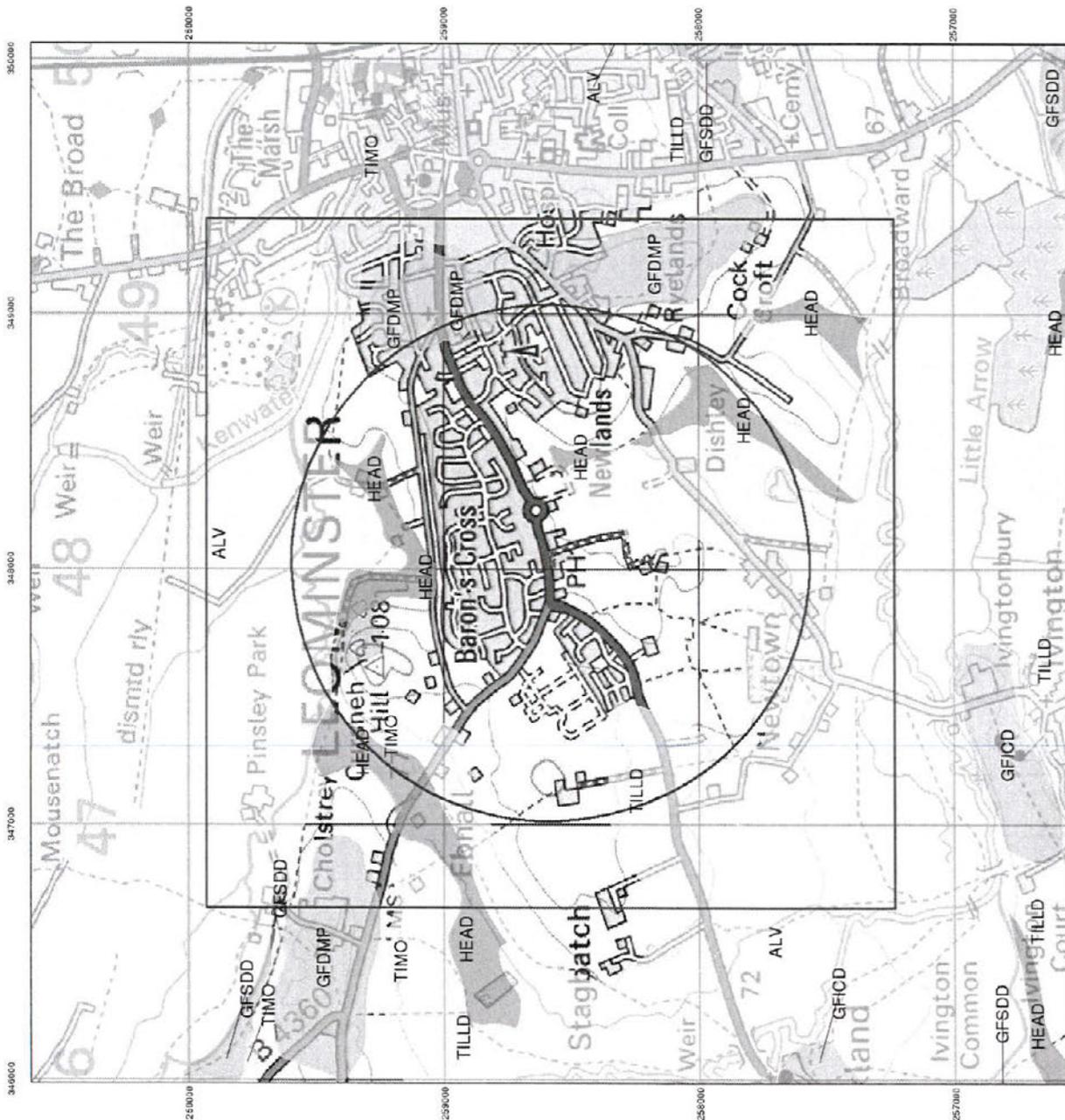
Order Number: 166074346_1_1
 Customer Reference: E10270
 National Circ Reference: 348020, 258590
 Slice: A
 Site Area (Ha): 0.04
 Search Buffer (m): 1000

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Bedrock and Faults

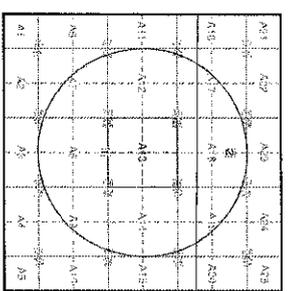
Bedrock geology is a term used for the main mass of rocks forming the Earth and are present everywhere, whether exposed at the surface in outcrops or concealed beneath superficial deposits or water.

The bedrock has formed over vast lengths of geological time ranging from ancient and highly altered rocks of the Proterozoic, some 2500 million years ago, or older, up to the relatively young Pleistocene, 1.8 million years ago.

The bedrock geology includes many lithologies, often classified into three types based on origin: igneous, metamorphic and sedimentary.

The BGS Faults and Rock Segments dataset includes geological faults (e.g. normal, thrust), and thin beds mapped as lines (e.g. coal seam, gypsum bed). Some of these are linked to other particular geological datasets, for example, coal seams are part of the bedrock geology, most faults and mineral veins primarily affect the bedrock but across the strata and post date its deposition.

Bedrock and Faults Map - Slice A



Order Details:

Order Number: 186074346_1_1
 Customer Reference: E10270
 National Grid Reference: 348020, 258590
 Slice: A
 Site Area (Ha): 0.04
 Search Buffer (m): 1000

Site Details:

Site at 348020, 258590

Combined Surface Geology

The Combined Surface Geology map combines all the previous maps into one combined geological overview of your site.

Please consult the legends to the previous maps to interpret the Combined Surface Geology map.

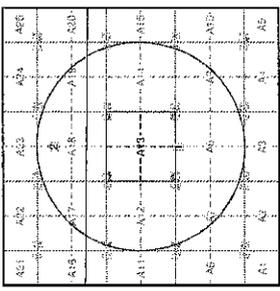
Additional Information

More information on 1:50,000 Geological mapping and explanations of rock classifications can be found on the BGS website. Using the LEX Codes in this report, further descriptions of rock types can be obtained by interrogating the BGS Lexicon of Named Rock Units. This database can be accessed by following the 'Information and Data' link on the BGS website.

Contact

British Geological Survey
 Kingsley Dunham Centre
 Keyworth
 Nottingham
 NG12 5GG
 Telephone: 0115 936 3143
 Fax: 0115 936 3276
 email: enquiries@bgs.ac.uk
 website: www.bgs.ac.uk

Combined Geology Map - Slice A



Order Details:

Order Number: 166074346_1_1
 Customer Reference: E10270
 National Grid Reference: 348020, 258590
 Slice: A
 Site Area (Ha): 0.04
 Search Buffer (m): 1000

Site Details:

Site at 348020, 258590



Appendix D – Historical Maps

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Herefordshire

Published 1904

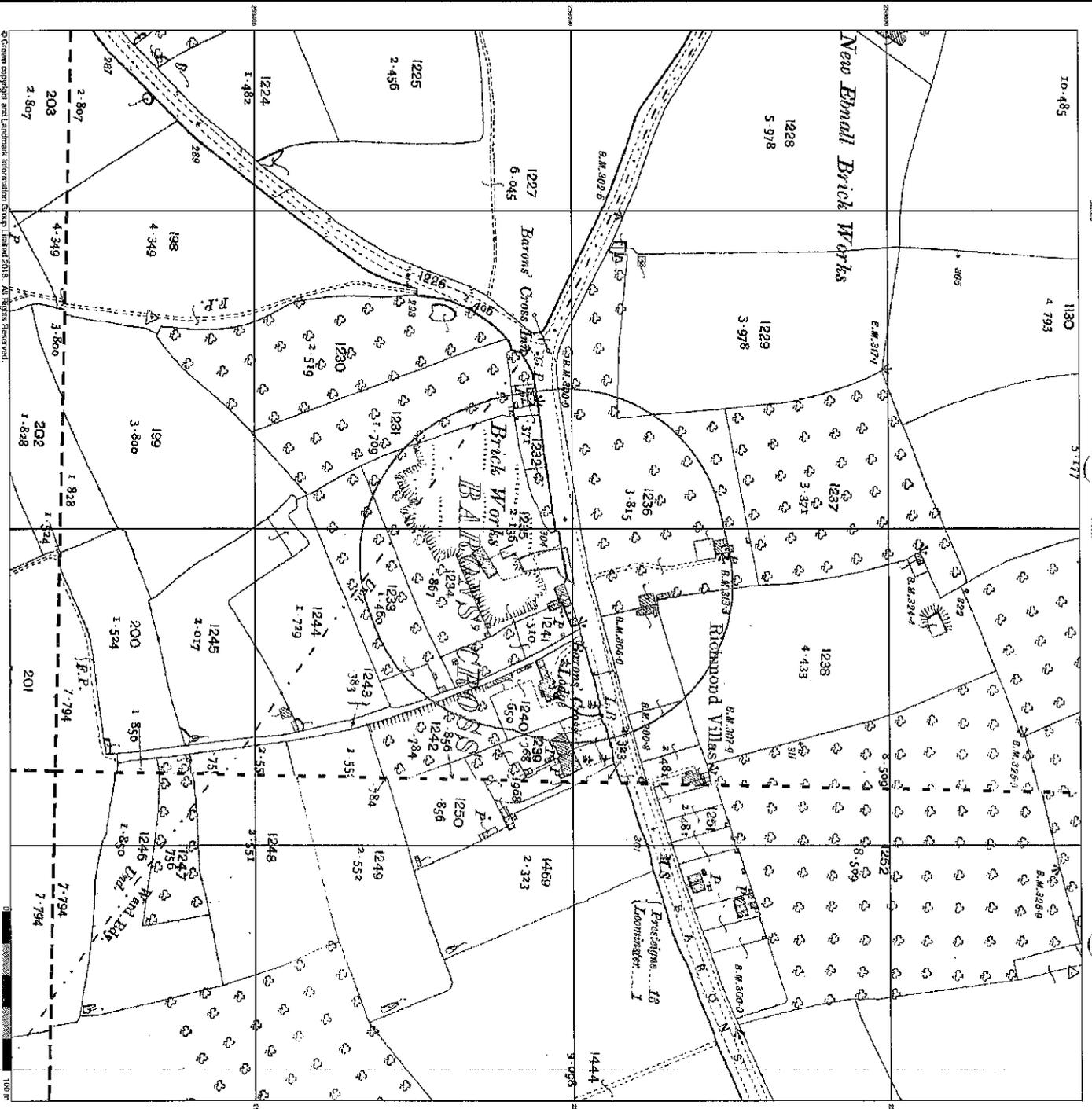
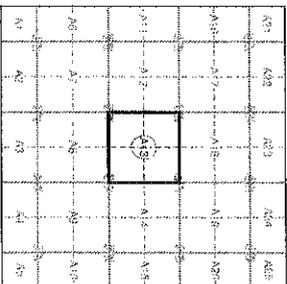
Source map scale - 1:2,500

The historical name shown were reproduced from maps, predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas and by 1856 it covered the whole of what were considered to be the cultivated parts of Great Britain. The published date given below is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas.

Map Name(s) and Date(s)

012_14	012_15
12_300	12_300
012_02	012_03
12_500	12_500

Historical Map - Segment A13



Order Details

Order Number: 166024346_1_1
 Customer Ref: E10270
 National Grid Reference: 348020, 258590
 Slice: A
 Site Area (Ha): 0.04
 Search Buffer (m): 100
 Site Details
 Site at: 348020, 258590

Landmark

Tel: 0844 844 892
 Fax: 0844 844 857
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Herefordshire

Published 1928

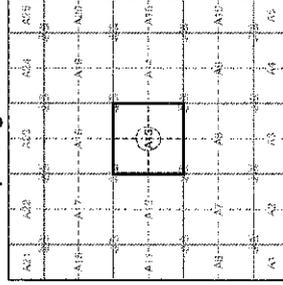
Source map scale - 1:2,500

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 2,500 scale was adopted for mapping urban areas and by 1890 it was used for the whole of the country. The published date often refers to the date of the original surveyed data. Before 1898, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas.

Map Name(s) and Date(s)

012_14	012_15	019_03
152,800	152,800	152,800
152,800	152,800	152,800

Historical Map - Segment A13



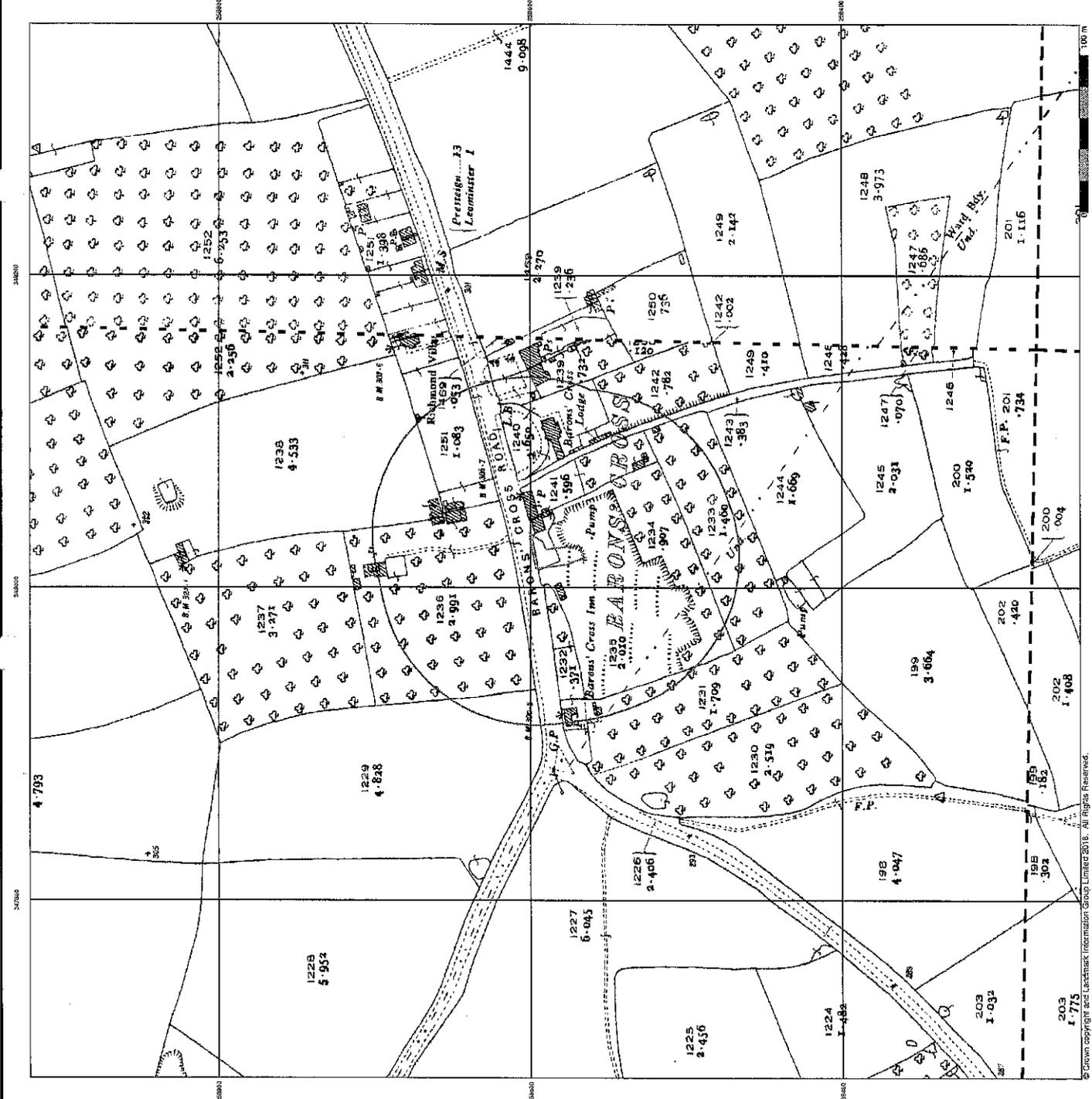
Order Details

Order Number: 166074346_1_1
 Customer Ref: E10270
 National Grid Reference: 348020, 256590

Site Area (Ha): A
 Search Buffer (m): 100

Site Details

Site at 348020, 256590



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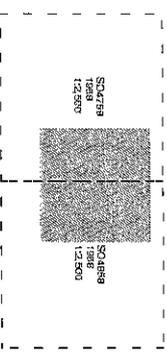
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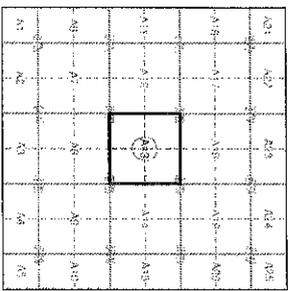
Ordnance Survey Plan
Published 1968
Source map scale - 1:2,500

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas and by 1895 it covered the whole of what were considered to be the cultivated parts of Great Britain. The published date given below is often some years later than the survey date. Before 1935, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas.

Map Name(s) and Date(s)



Historical Map - Segment A13

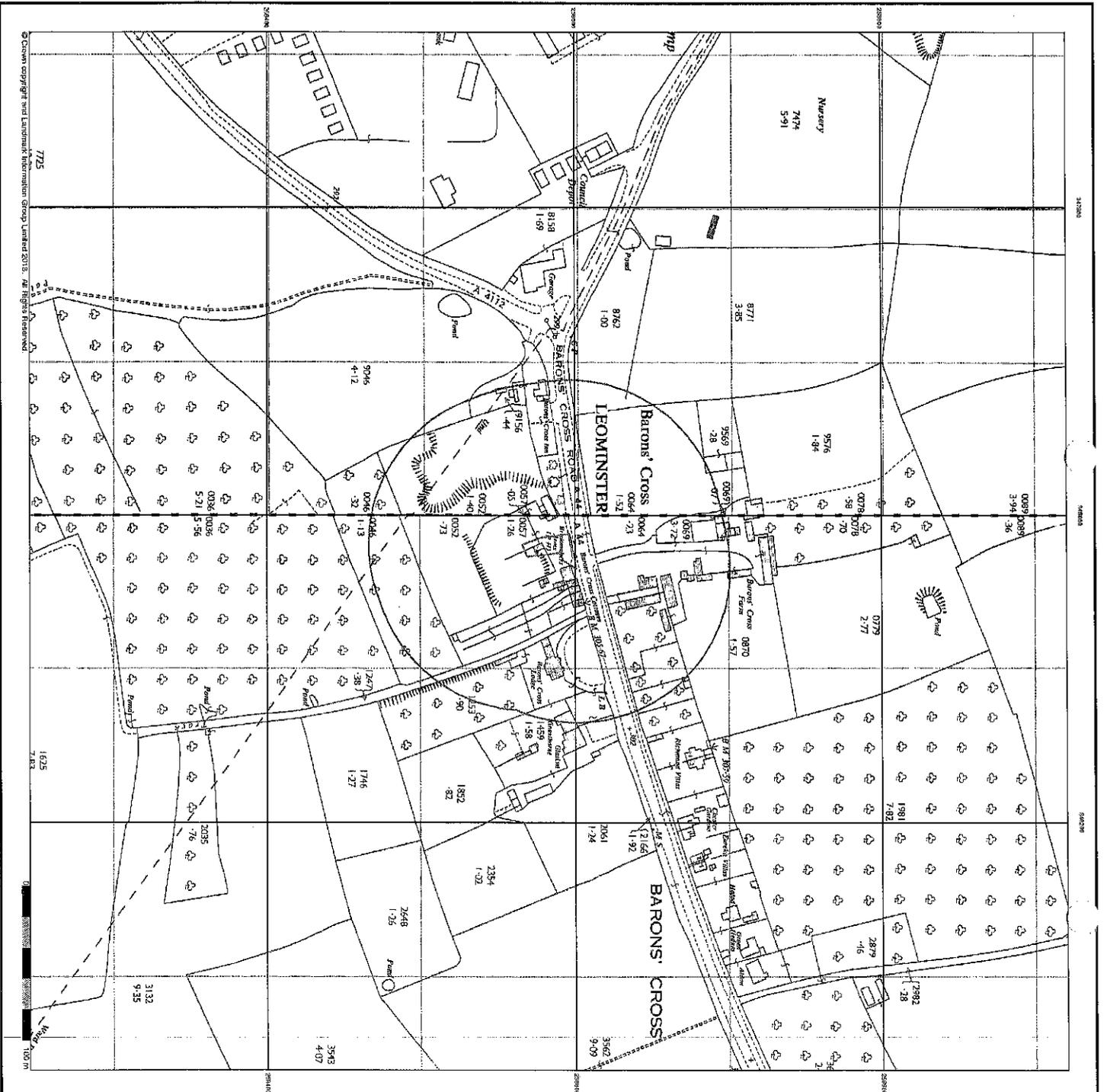


Order Details

Order Number: 166024346_1_1
 Customer Ref: E10270
 National Grid Reference: 348020, 258590
 Slices: A
 Site Area (Ha): 0.04
 Search Buffer (m): 100
 Site Details
 Site at 348020, 258590

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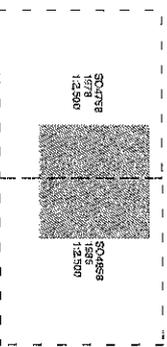
Ordnance Survey Plan

Published 1978 - 1985

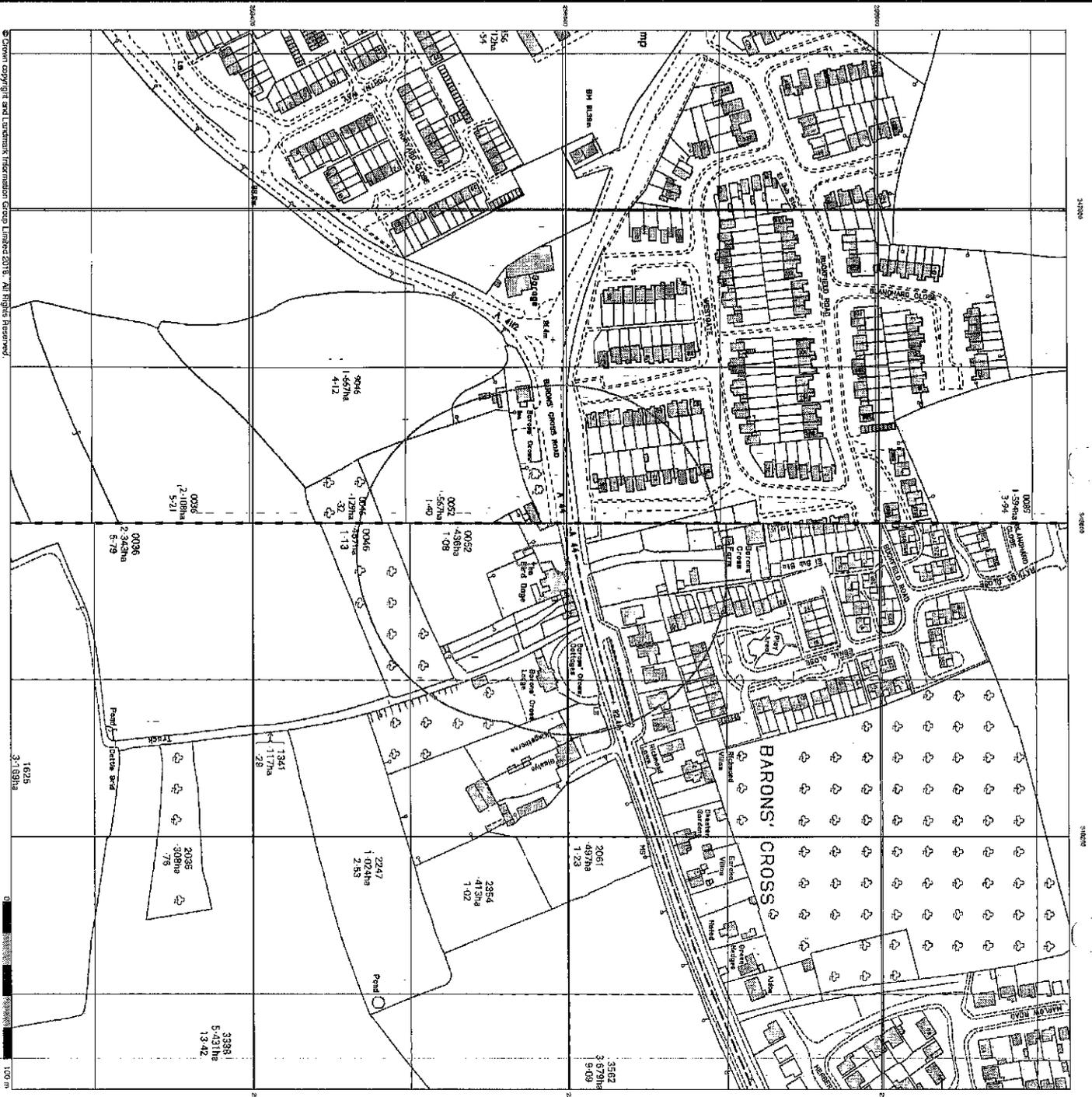
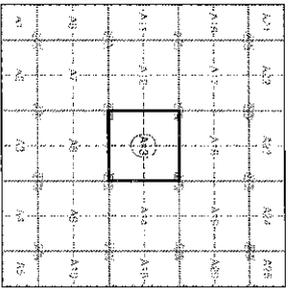
Source map scale - 1:2,500

The historical names shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1940's. In 1864 the 1:2,500 scale was adopted for mapping urban areas and by 1886 it covered the whole of what were considered to be the cultivated parts of Great Britain. The published date given below is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas.

Map Name(s) and Date(s)



Historical Map - Segment A13



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Order Details

Order Number: 166074346_1_1
 Customer Ref: E102720
 National Grid Reference: 348020, 258590
 Slice: A
 Site Area (Ha): 0.04
 Search Buffer (m): 100
 Site Details
 Site at: 348020, 258590

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Large-Scale National Grid Data Published 1995

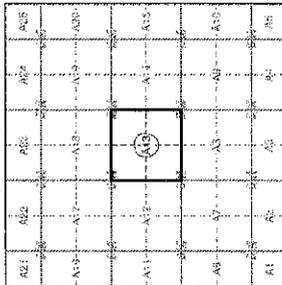
Source map scale - 1:2,500

*Large Scale National Grid Data superseded SLM cards (Ordnance Survey's 'Survey of Information on Microfilm') in 1992, and continued to be produced until 1999. These maps were the forerunners of digital mapping and so provide detailed information on houses and roads, but tend to show less topographic detail such as vegetation. These maps were produced at both 1:2,500 and 1:1,250 scales.

Map Name(s) and Date(s)



Historical Map - Segment A13



Order Details

Order Number: 166074846_1_1
 Customer Ref: E10270
 National Grid Reference: 348020, 258590
 Site: A
 Site Area (Ha): 0.04
 Search Buffer (m): 100

Site Details

Site at 348020, 258590





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LANDMARK INFORMATION GROUP

Herefordshire

Published 1885 - 1886

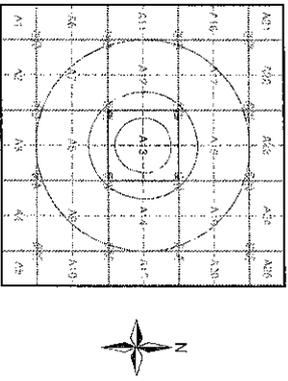
Source map scale - 1:10,560

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1838, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties giving rise to significant inaccuracies in outlying areas. In the late 1840's, a Provisional Edition was produced, which updated the 1:10,560 mapping from a number of sources. The maps appear therefore unfinished - with military camps and National Grid in 1870, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

Map Name(s) and Date(s)

0125W 1886 1:10,560	0135E 1888 1:10,560
0154W 1885 1:10,560	0191E 1885 1:10,560

Historical Map - Slice A

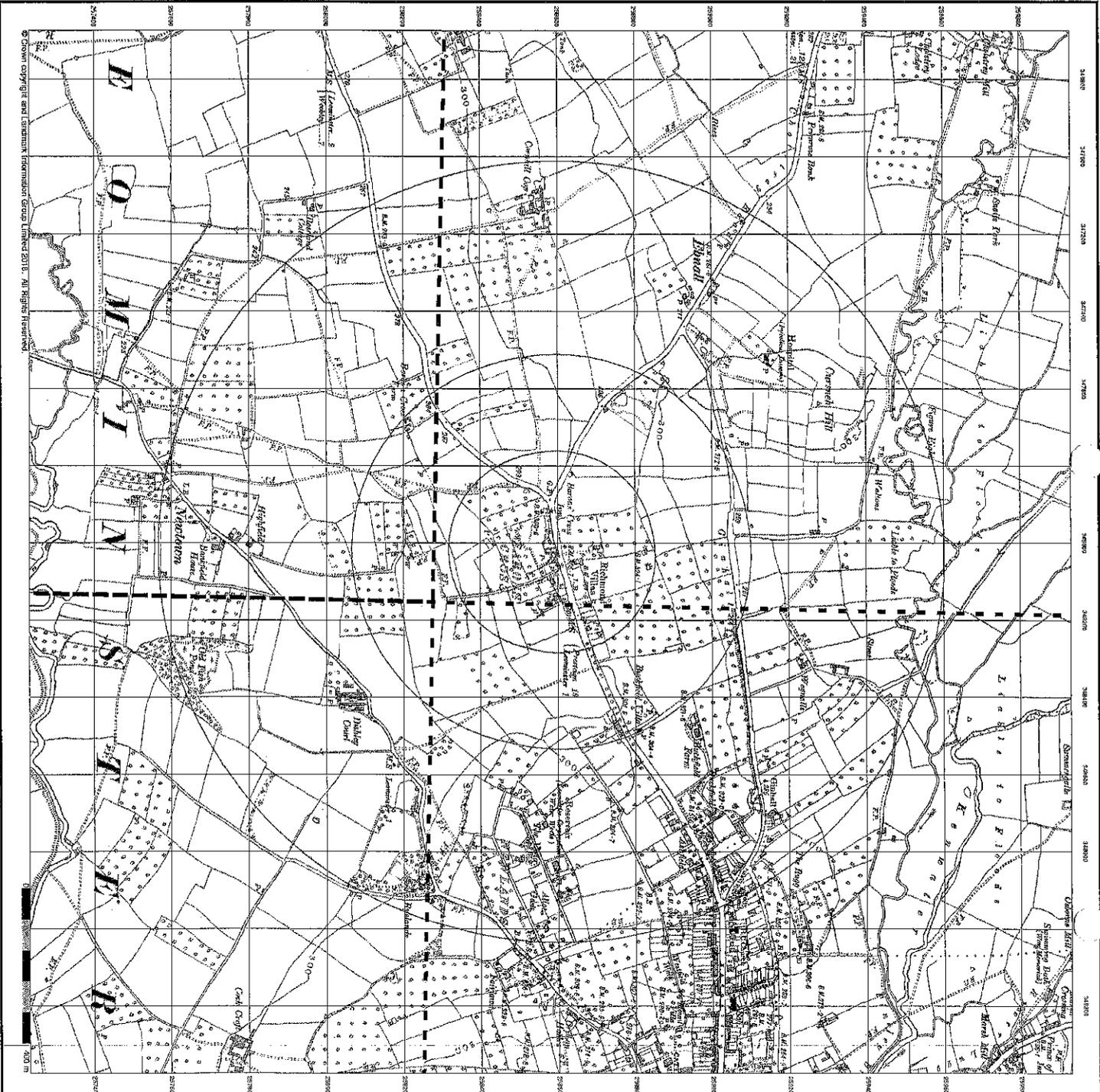


Order Details

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 National Grid Reference: 348020, 258590
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 Site Details
 Site at: 348020, 258590

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Herefordshire
Published 1930

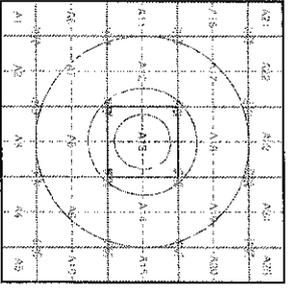
Source map scale - 1:10,560

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1940's. In 1954 the 1:2500 scale was adopted for mapping urban areas, these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which updated the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites enclosed in a red line. This was done to prevent the maps from being used for military purposes. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

Map Name(s) and Date(s)

012SW 1930	012SE 1930
1:10,560	1:10,560
019NW 1930	019NE 1930
1:10,560	1:10,560

Historical Map - Slice A



Order Details
 Order Number: 166074346_1_1
 Customer Ref: E10270
 National Grid Reference: 348020, 258590
 Site: A
 Site Area (Ha): 0.04
 Search Buffer (m): 1000
 Site Details
 Site at 348020, 258590

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Ordnance Survey Plan Published 1977

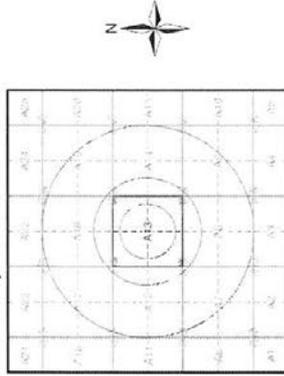
Source map scale - 1:10,000

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1940's. In 1864 the 1:25,000 scale was adopted for mapping urban areas; these maps were used to update the 1:50,000 scale maps. The maps shown in this series are based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which updated the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overlaid with the National Grid. In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

Map Name(s) and Date(s)



Historical Map - Slice A

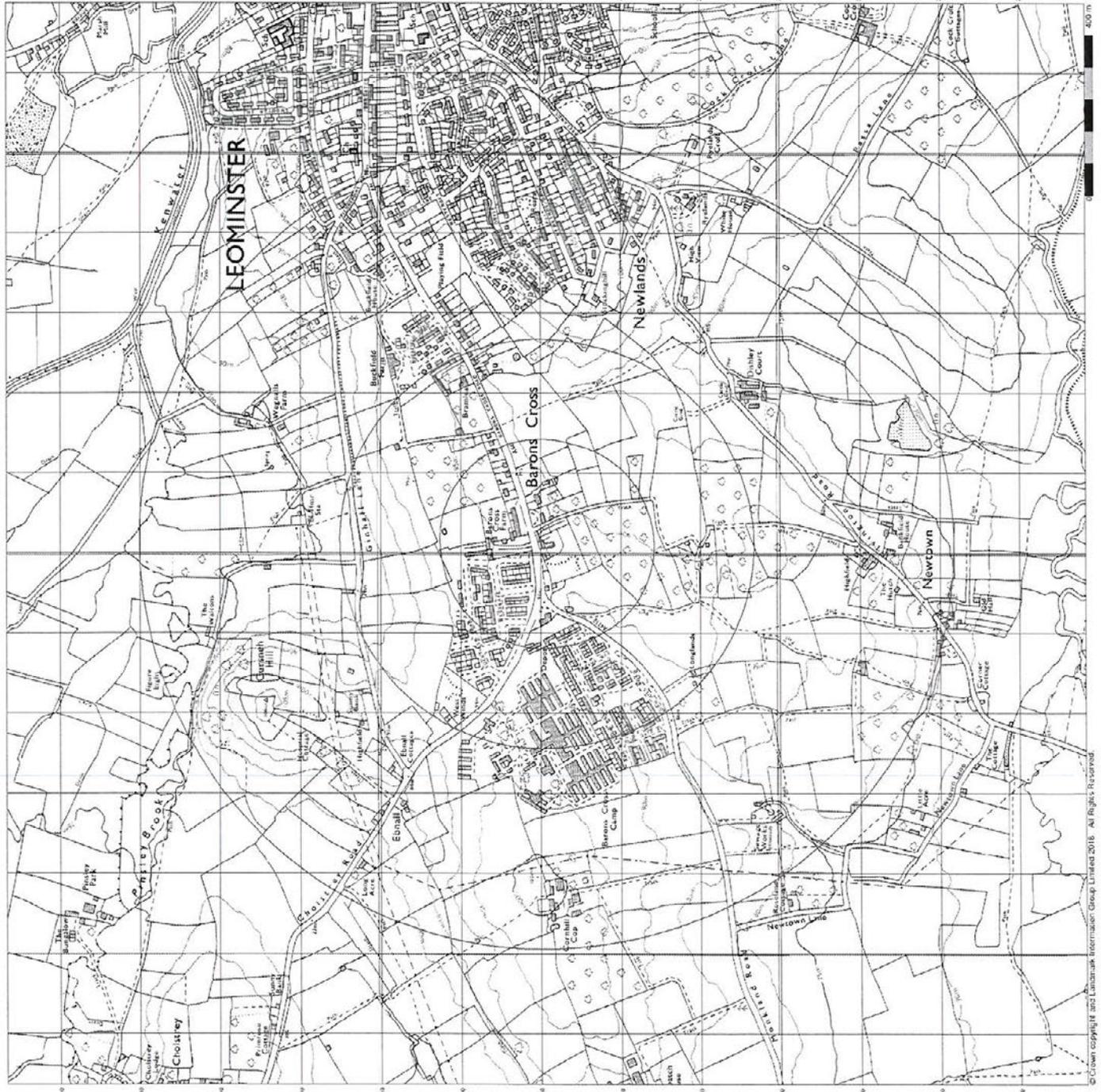


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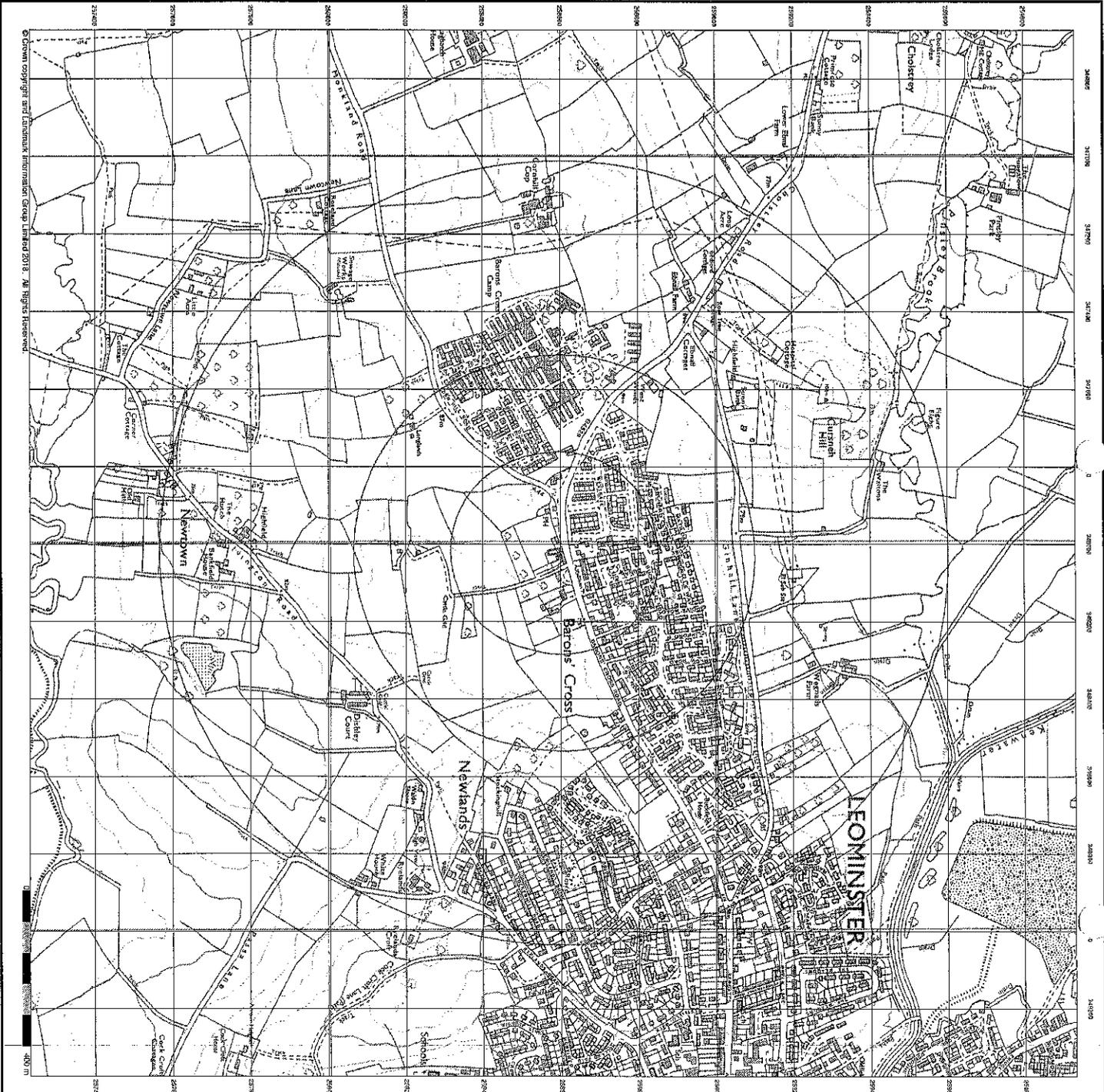
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 Customer Ref: E10270
 National Grid Reference: 348020, 258590
 Site: A
 Site Area (Ha): 0.04
 Search Buffer (m): 1000

Site Details

Site at 348020, 258590



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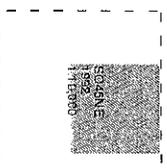
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Ordnance Survey Plan
Published 1992

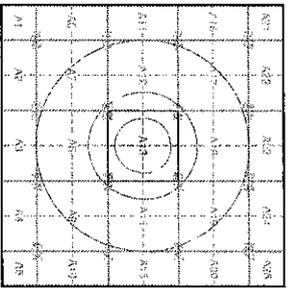
Source map scale - 1:10,000

The historical maps shown were reproduced from maps predominantly held at the scale applied for England, Wales and Scotland in the 1940's. In 1954 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,000 maps. The published date given therefore is often some years later than the surveyed date. Before 1958, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties giving rise to significant inaccuracies in outline areas. In the late 1940's, a Provisional Edition was produced, which updated the 1:10,000 mapping from a number of sources. The maps appear to be unmarked with (initially) some scale published (eg. In 1970 the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

Map Name(s) and Date(s)



Historical Map - Slice A



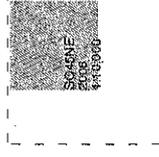
Order Details
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 Customer Ref: E10270
 National Grid Reference: 348020, 258590
 Slice: A
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Site Details
 Site at 348020, 258590

**10k Raster Mapping
Published 2006**

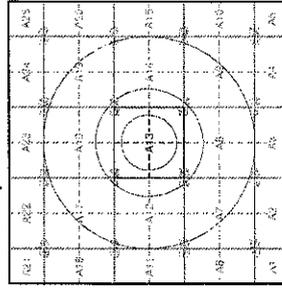
Source map scale - 1:10,000

The historical maps shown were produced from the Ordnance Survey's 1:10,000 colour raster mapping. These maps are derived from Landplan which replaced the old 1:10,000 maps originally published in 1970. The data is highly detailed showing buildings, fences and field boundaries as well as all roads, tracks and parking areas. Boundaries are also subject to abstraction, the names and parish boundaries are also subject to abstraction. The data includes county, unitary authority, district, civil parish and constituency.

Map Name(s) and Date(s)



Historical Map - Slice A



Order Details

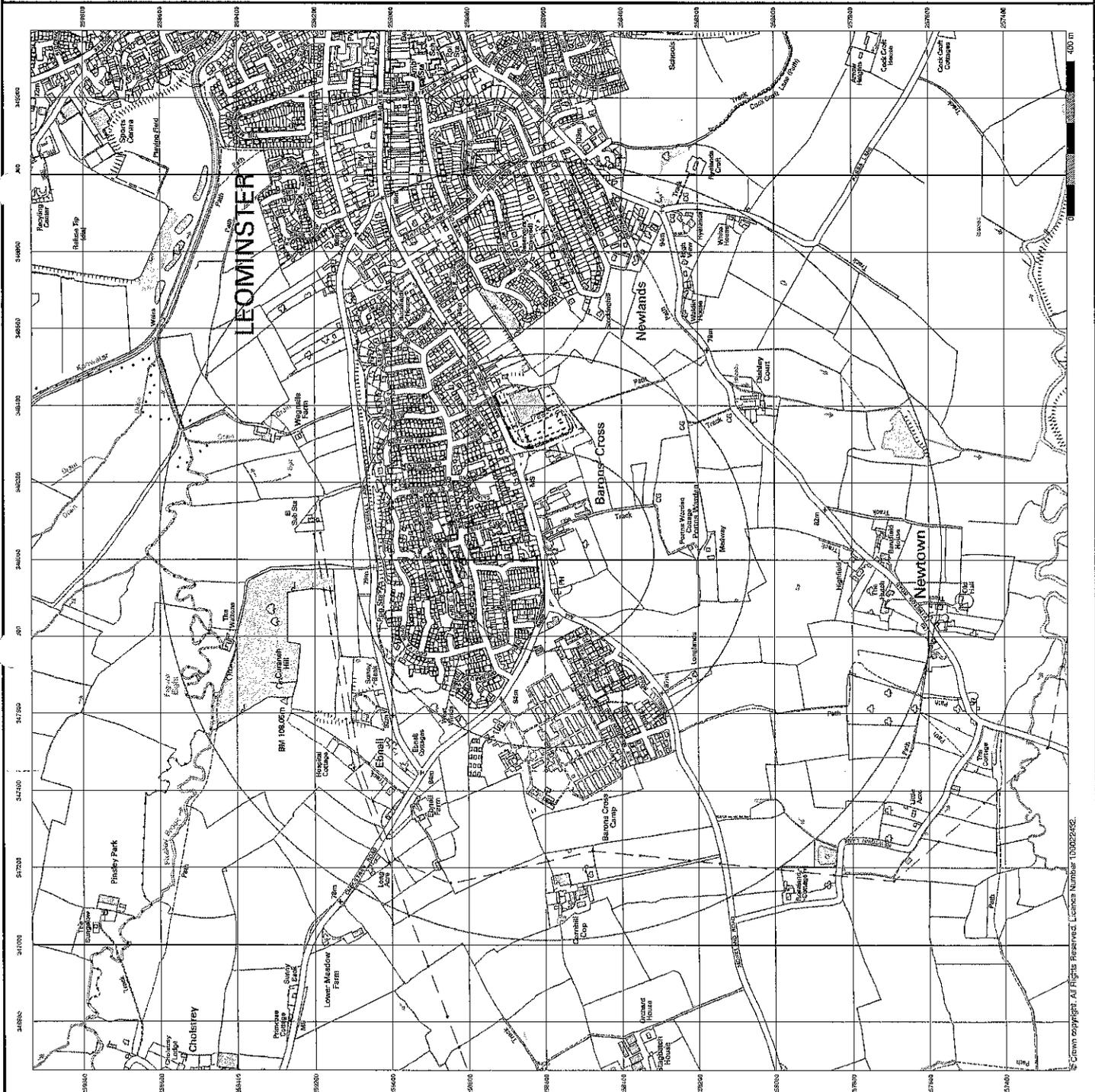
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 Customer Ref: E10270
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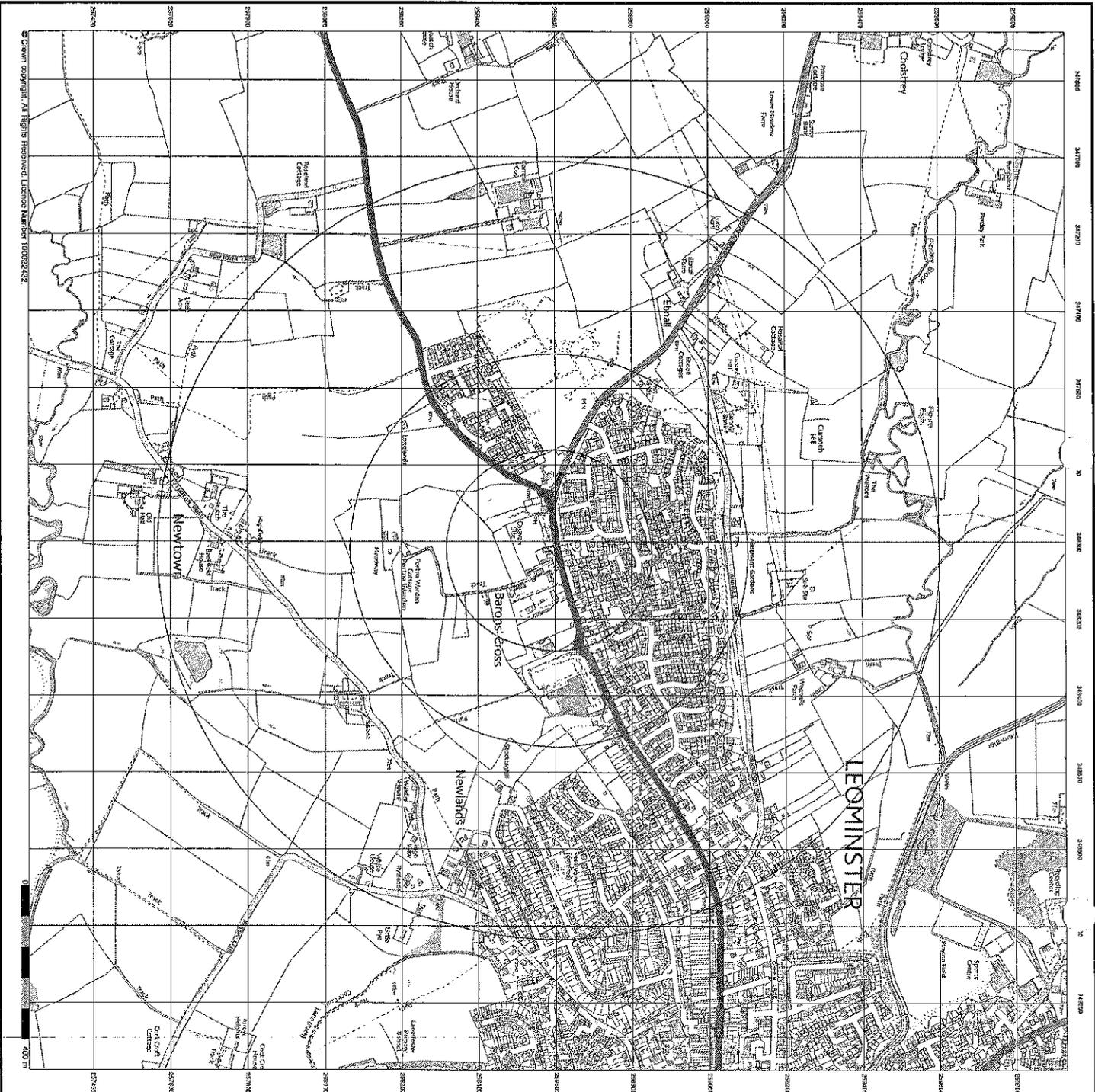
Site Details

Site at 348020, 258590

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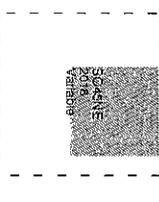
VectorMap Local

Published 2018

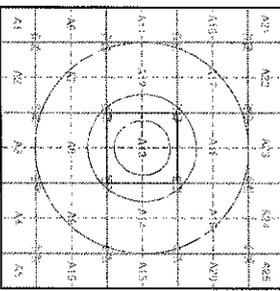
Source map scale - 1:10,000

VectorMap Local (Reson) is Ordnance Survey's highest detailed 'background' mapping product. These maps are produced from OS's VectorMap Local, a simple vector dataset at a nominal scale of 1:10,000, covering the whole of Great Britain, that has been designed for creating graphical mapping. OS VectorMap Local is derived from large-scale information surveyed at 1:250 scale (covering major towns and cities), 1:2500 scale (smaller towns, villages and developed rural areas), and 1:10,000 scale (mountain, moorland and river estuary areas).

Map Name(s) and Date(s)



Historical Map - Slice A



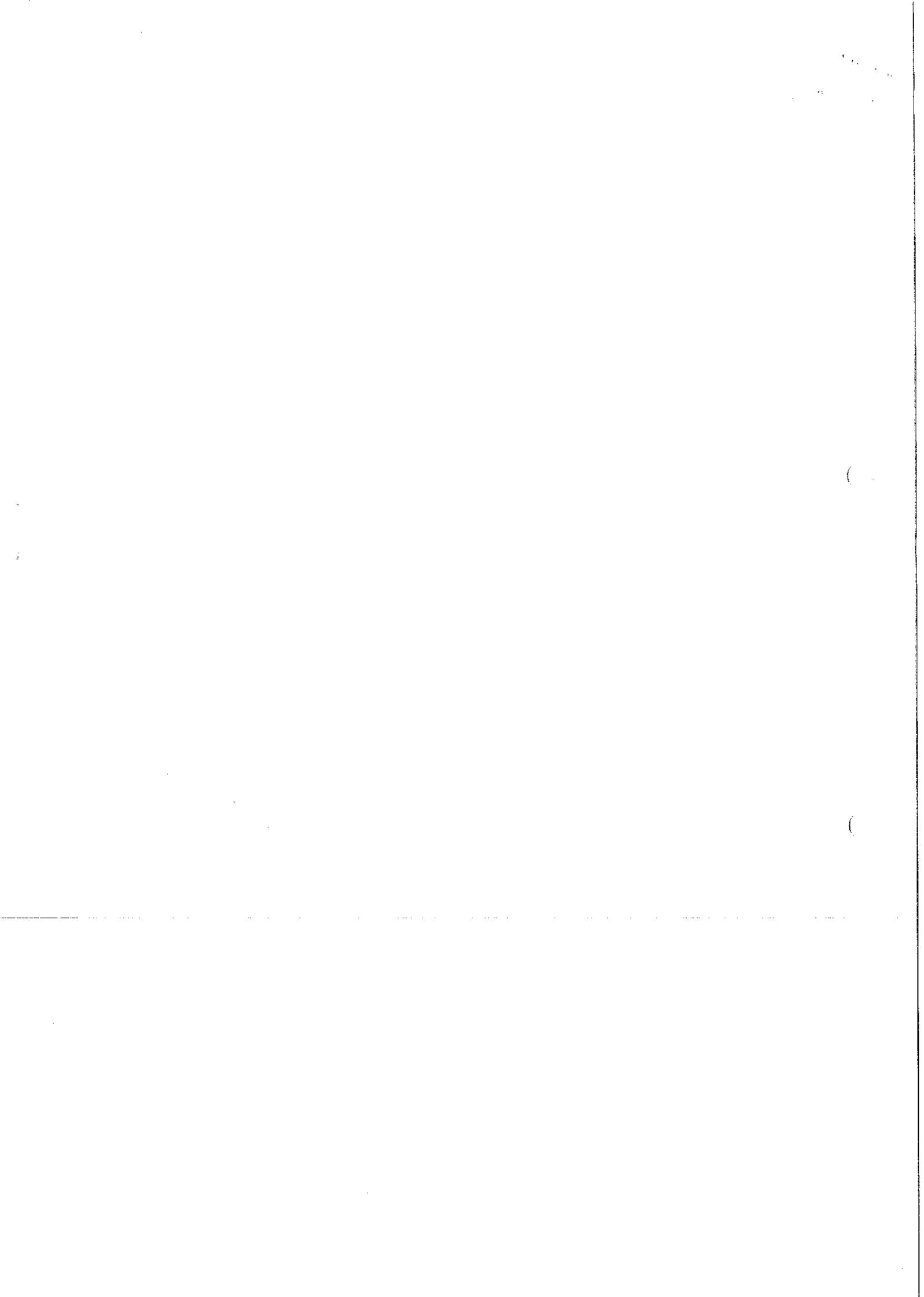
Order Details

Order Number: 166074346_1 1
 Customer Ref: E10270
 National Grid Reference: 348020, 258590
 Slice: A
 Site Area (Ha): 0.04
 Search Buffer (m): 1000
 Site Details
 Site at 348020, 258590

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Email: enquiries@ems-geotech.co.uk
Tel. 01432 263333 Fax. 01432 263355



Economy, Communities and Corporate Directorate

Director: Geoff Hughes

Mrs F Williams
Keepers Cottage
How Caple
Hereford
HR1 4TB

Our Ref: 182220
Please ask for: Mr Andrew Prior
Direct Line / Extension: 01432 261932
E-mail: aprior@herefordshire.gov.uk

17 August 2018

Dear Mrs Williams,

SITE: Building plot at The Birdcage, Barons Cross Road, Leominster, Herefordshire,
DESCRIPTION: Application for the discharge of details reserved by Condition 6 attached to planning permission 161937
APPLICATION NO: 182220
APPLICATION TYPE: PP - Approval of details reserved by condition

I refer to your letter dated 14 June 2018 together with Phase One Desk Study. I apologise for the delay responding

With regard to the conditions of the planning permission described above I would confirm the following:-

- Condition 6 – The submitted details for the desk top study are acceptable **However, further investigation is required and therefore condition 6 is not fully discharged**

I would draw your attention to the requirements of Condition 6 in respect of intrusive on-site investigation including trial pits and soil sampling. This must be complied with prior to the commencement of the development.

This letter should be attached to the decision notice to avoid any doubt as to the nature of the approved scheme.

Yours sincerely,



**MR KEVIN BISHOP
LEAD DEVELOPMENT MANAGER**

OWNER WAYLEAVE CONSENT

1. PARTIES:

Date: 21-09-2015

1.1 WPD being Western Power Distribution (West Midlands) Plc, Registered in England & Wales No. 3600574 Avonbank, Feeder Road, Bristol. BS2 0TB and includes any successors in title or assigns of WPD; **AND**

1.2 the Grantor being **MRS MARION IRIS BIRD, THE BIRDCAGE, BARONS CROSS, LEOMINSTER, HR6 8RS**

Tel. No. 01568 612483

2. DEFINITIONS:

- "the Act" means the Electricity Act 1989 as amended by the Utilities Act 2000;
- "Apparatus" means the equipment described in Schedule 1 to be installed by WPD on the Premises;
- "Plan" means the plan(s) **CS/SO4858** and attached to this Agreement;
- "Premises" means land shown edged red on the Plan
- "Works" means the works to be carried out by WPD to install the Apparatus within over or under the Premises and in the approximate position indicated on the Plan.

3. TERMS & CONDITIONS

Ownership: The Grantor confirms ownership of the Premises and confirms that there are no other persons entitled to occupation or who have rights over the Premises.

Consent: The Grantor consents to WPD and their servants, agents, contractors and employees:

- (a) carrying out the Works;
- (b) retaining, maintaining, repairing, inspecting, adjusting, renewing and removing the Apparatus;
- (c) felling or lopping of any tree or hedge to a clearance that prevents interference with the Apparatus;
- (d) with reasonable notice (except in an emergency) entering the Premises or adjoining land with or without workmen vehicles plant and machinery to exercise all or any of the rights referred to in 3 (a) – (c)

Damage: If WPD causes any damage to the Premises (or adjoining land owned by the Grantor) in carrying out the Works or by maintenance, repair, inspection or removal of the Apparatus the Grantor must notify WPD as soon as reasonably practicable. WPD may then, at its option, either make good the damage to the reasonable satisfaction of the Grantor or pay the Grantor reasonable compensation.

Payment: In consideration for the Grantor giving consent WPD will:

- (a) pay an annual sum in each calendar year in the month specified by WPD from time to time such annual sum to be based on WPD's scale of rates of £ 29.98

If an annual sum is payable it will be increased from time to time in accordance with the advisory rates recommended by the National Farmers Union, Farmers Union of Wales and The Country Land and Business Association to their members.

Termination: This agreement may be terminated by either party by giving 12 months notice in writing. Such termination will not affect statutory rights of WPD.

Indemnity: Save where due to an act default or omission of the Grantor WPD will keep the Grantor indemnified against all actions, claims, costs and expenses which may be made against or suffered by the Grantor by reason of any default or negligence on the part of WPD in carrying out its rights under this agreement **Provided that** the Grantor shall: (i) as soon as reasonably practicable give notice in writing to WPD of any such action or claim brought or threatened against the Grantor; (ii) permit WPD to have exclusive conduct of any matter arising under para (i); and (iii) not admit liability in respect of, nor settle or compromise such action or claim without the consent of WPD. WPD may at their own expense defend any such action or claim in the name of the Grantor.

SCHEDULE 1: THE APPARATUS

1 POLE NUMBER 251 LOW VOLTAGE LINE AT THE BIRDCAGE

Location: THE BIRDCAGE, BARONS CROSS Grid Ref: SO4858 Line: LV

SIGNED by the Grantor / Grantor's Agent *delete as appropriate* Marion I Bird Dated 21/9/15

SIGNED for WPD S. Keane Dated 21/9/15

NOTICE UNDER THE PROVISIONS OF PARAGRAPH 6 OF SCHEDULE 4 TO THE ACT

1. WPD is a licence holder under the Act.
2. In connection with its activities as a licence holder, it is necessary for WPD to install the Works and retain the Apparatus described in Schedule 1.
3. WPD requires you to give the consent to the installation of the Works and retention of the Apparatus.
4. If the consent:
 - (a) is not given within 28 days of the date on which this form was given or posted to you: or
 - (b) is given subject to terms and conditions to which WPD objects,

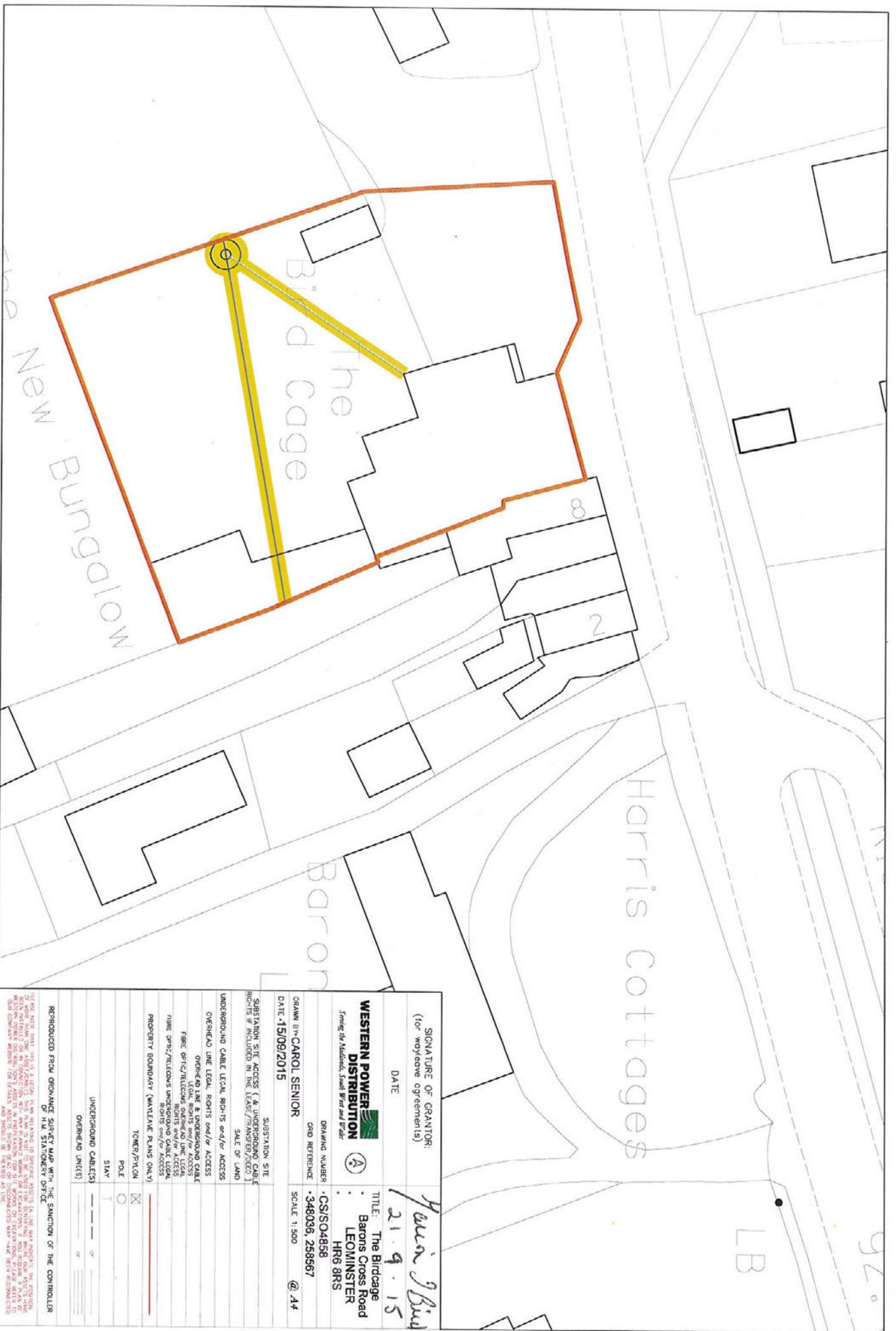
WPD will have the right to apply to the Secretary of State to grant consent by way of a necessary wayleave subject to such terms and conditions and for such period as it thinks fit.

SUMMARY OF WPD'S STATUTORY POWERS UNDER THE ACT

The Wayleave consent sets out the agreement between the parties. For information, WPD also has the following statutory powers to install and retain electric lines.

1. WPD has the statutory right to:
 - (a) Install electric lines:
 - (i) over any land but not over land on which there is a private dwelling including the garden of that dwelling or which has the benefit of planning permission for a private dwelling; and
 - (ii) underneath any land.
 - (b) Retain existing electric lines:
 - (i) over any land; and
 - (ii) underneath any land.
2. The above rights are only exercisable by WPD provided WPD has served on the owner / occupier of the land written notice of its intention to install or retain any existing electric lines and the owner / occupier:
 - (a) notifies his consent to WPD within the period specified in the notice; or
 - (b) refuses consent and the matter is referred to the Secretary of State who, after giving all parties concerned an opportunity of being heard, grants consent; or
 - (c) gives his consent subject to terms and conditions which are either accepted by WPD or if not accepted are referred to the Secretary of State who, after giving all parties concerned an opportunity of being heard, may grant consent.

PLEASE ALSO NOTE THAT A COPY OF THIS SIGNED AGREEMENT SHOULD BE KEPT WITH THE DEEDS OF YOUR PROPERTY



PLEASE NOTE: This plan only shows assets owned by Western Power Distribution. Electricity assets owned by IZND or Independent Network Operators may be present in this area.

SIGNATURE OF GRANTOR:
(for wayleave agreements)

DATE

Yain Bid
21.9.15

WESTERN POWER DISTRIBUTION
Strong, Safe, Reliable, Smart, Better and Greener



TITLE: The Bridge
Barons Cross Road
LEOMINSTER
HR6 8RS

DRAWN BY: CAROL SENIOR

DRAWING NUMBER: CS/SO4858
GRID REFERENCE: 348036, 259567
SCALE: 1:500 @ 4#

DATE: 15/09/2015

SUBSTATION SITE

UNDERGROUND CABLE RIGHTS (including any easements) SHOWN ON THIS PLAN

OVERHEAD LINE LEGAL RIGHTS and/or ACCESS

FIBRE OPTIC/TELECOM OVERHEAD LINE LEGAL RIGHTS and/or ACCESS

PROPERTY BOUNDARY (VALUABLE PLANS ONLY)

TOWER/Pylon

POLE

STAY

UNDERGROUND CABLE(S)

OVERHEAD LINE(S)

REPRODUCED FROM GRANTOR'S SURVEY MAP WITH THE SANCTION OF THE CONTROLLER OF H.M. STATIONERY OFFICE