AUCTION PACK

2 NACKLESTONE BUNGALOW, BLACKBRIDGE, LEINTWARDINE, CRAVEN ARMS, SHROPSHIRE, SY7 0NA

DATE OF AUCTION: THURSDAY 21 FEBRUARY 2019 AT 6.00PM
LUCTONIANS SPORTS CLUB, KINGSLAND, LEOMINSTER, HR6 9SB

1. Sale Documents

    a) Contract
    b) Draft Transfer of Part of HE50923

2. Title

    a) HE50923 and plan
    b) Deed of Grant dated 4 March 1988
    c) Transfer dated 8 December 2005

3. Searches

    a) Local Search
    b) Water and Drainage Search
    c) Environmental Search
    d) Chancel Search

4. Enquiries

    a) Property Information Form
    b) Fittings and Contents Form
    c) Planning Permission dated 4 December 1972

Lloyds Cooper LLP

SOLICITORS

28 South Street
Leominster
HR6 8JB
DX 27036 LEOMINSTER

TEL 01568 613236
FAX 01568 615417

E MAIL hannah.lewis@lloydscooper.co.uk
REF HL/1386M

CONTRACT

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

For conveyancer's use only

Buyer's conveyancer: .....

Seller's conveyancer: .....

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

The information above does not form part of the Contract

Date :

Seller : **LAURA KATHARINE MELVIN** of 26 Drawwell Street, Shrewsbury, SY3 7RF, **VICTORIA ROSE MELVIN** of Flat 2, 62 Abbey Foregate, Shrewsbury, SY2 6BQ and **ANDREW PETER CAMERON MELVIN** of 2 Pepper Lane, Ludlow, Shropshire, SY8 1PX

Buyer :

Property (freehold/leasehold) : 2 Nacklestone Bungalow, Blackbridge, Leintwardine, Craven Arms, Shropshire, SY7 0NA shown edged red on the plan annexed hereto

Title number : HE50923 (part)

Specified incumbrances : The matters referred to in the Property and Charges Registers (with the exception of any financial charges) of Title Numbers HE50923 (as at 15:45:20 on 15.01.2019)

Title guarantee (full/limited) : Full

Completion date : 21st March 2019 or earlier by arrangement

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 the 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

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

1. GENERAL

1.1 Definitions

1.1.1 In these conditions:
- (a) 'accrued interest' means:
  - (i) if money has been placed on deposit or in a building society share account, the interest actually earned
  - (ii) otherwise, the interest which might reasonably have been earned by depositing the money at interest on seven days' notice of withdrawal with a clearing bank less, in either case, any proper charges for handling the money
- (b) 'clearing bank' means a bank admitted by the Bank of England as a direct participant in its CHAPS system
- (c) 'completion date' has the meaning given in condition 6.1.1
- (d) 'contents price' means any separate amount payable for contents included in the contract
- (e) 'contract rate' means the Law Society's interest rate from time to time in force
- (f) 'conveyancer' means a solicitor, barrister, duly certified notary public, licensed conveyancer or recognised body under sections 9 or 23 of the Administration of Justice Act 1985
- (g) 'lease' includes sub-lease, tenancy and agreement for a lease or sub-lease
- (h) 'mortgage' means a mortgage or charge securing the repayment of money
- (i) 'notice to complete' means a notice requiring completion of the contract in accordance with condition 6.8
- (j) 'public requirement' means any notice, order or proposal given or made (whether before or after the date of the contract) by a body acting on statutory authority
- (k) 'requisition' includes objection
- (l) 'transfer' includes conveyance and assignment
- (m) 'working day' means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.

1.1.2 In these conditions the terms 'absolute title' and 'official copies' have the special meanings given to them by the Land Registration Act 2002.

1.1.3 A party is ready, able and willing to complete:
- (a) if he could be, but for the default of the other party, and
- (b) in the case of the seller, even though the property remains subject to a mortgage, if the amount to be paid on completion enables the property to be transferred freed of all mortgages (except any to which the sale is expressly subject).

1.1.4 These conditions apply except as varied or excluded by the contract.

1.2 Joint parties

If there is more than one seller or more than one buyer, the obligations which they undertake can be enforced against them all jointly or against each individually.

1.3 Notices and documents

1.3.1 A notice required or authorised by the contract must be in writing.

1.3.2 Giving a notice or delivering a document to a party's conveyancer has the same effect as giving or delivering it to that party.

1.3.3 Where delivery of the original document is not essential, a notice or document is validly given or sent if it is sent:
- (a) by fax, or
- (b) by e-mail to an e-mail address for the intended recipient given in the contract.

1.3.4 Subject to conditions 1.3.5 to 1.3.7, a notice is given and a document is delivered when it is received.

1.3.5
- (a) A notice or document sent through a document exchange is received when it is available for collection.
- (b) A notice or document which is received after 4.00pm on a working day, or on a day which is not a working day, is to be treated as having been received on the next working day.
- (c) An automated response to a notice or document sent by e-mail that the intended recipient is out of the office is to be treated as proof that the notice or document was not received.

1.3.6 Condition 1.3.7 applies unless there is proof:
- (a) that a notice or document has not been received, or
- (b) of when it was received.

1.3.7 A notice or document sent by the following means is treated as having been received as follows:

(a) by first-class post:	before 4.00pm on the second working day after posting
(b) by second-class post:	before 4.00pm on the third working day after posting
(c) through a document exchange:	before 4.00pm on the first working day after the day on which it would normally be available for collection by the addressee
(d) by fax:	one hour after despatch
(e) by e-mail:	before 4.00pm on the first working day after despatch.

1.4 VAT

1.4.1 The purchase price and the contents price are inclusive of any value added tax.

1.4.2 All other sums made payable by the contract are exclusive of any value added tax and where a supply is made which is chargeable to value added tax, the recipient of the supply is to pay the supplier (in addition to any other amounts payable under the contract) a sum equal to the value added tax chargeable on that supply.

1.5 Assignment and sub-sales

1.5.1 The buyer is not entitled to transfer the benefit of the contract.

1.5.2 The seller cannot be required to transfer the property in parts or to any person other than the buyer.

1.6 Third party rights

Unless otherwise expressly stated nothing in this contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the contract.

2. FORMATION

2.1 Date

2.1.1 If the parties intend to make a contract by exchanging duplicate copies by post or through a document exchange, the contract is made when the last copy is posted or deposited at the document exchange.

2.1.2 If the parties' conveyancers agree to treat exchange as taking place before duplicate copies are actually exchanged, the contract is made as so agreed.

2.2 Deposit

2.2.1 The buyer is to pay or send a deposit of 10 per cent of the purchase price no later than the date of the contract.

2.2.2 If a cheque tendered in payment of all or part of the deposit is dishonoured when first presented, the seller may, within seven working days of being notified that the cheque has been dishonoured, give notice to the buyer that the contract is discharged by the buyer's breach.

2.2.3 Conditions 2.2.4 to 2.2.6 do not apply on a sale by auction.

2.2.4 The deposit is to be paid:
- (a) by electronic means from an account held in the name of a conveyancer at a clearing bank to an account in the name of the seller's conveyancer or (in a case where condition 2.2.5 applies) a conveyancer nominated by him and maintained at a clearing bank or
- (b) to the seller's conveyancer or (in a case where condition 2.2.5 applies) a conveyancer nominated by him by cheque drawn on a solicitor's or licensed conveyancer's client account.

2.2.5 If before completion date the seller agrees to buy another property in England and Wales for his residence, he may use all or any part of the deposit as a deposit in that transaction to be held on terms to the same effect as this condition and condition 2.2.6.

2.2.6 Any deposit or part of a deposit not being used in accordance with condition 2.2.5 is to be held by the seller's conveyancer as stakeholder on terms that on completion it is paid to the seller with accrued interest.

2.3 Auctions

2.3.1 On a sale by auction the following conditions apply to the property and, if it is sold in lots, to each lot.

2.3.2 The sale is subject to a reserve price.

2.3.3 The seller, or a person on his behalf, may bid up to the reserve price.

2.3.4 The auctioneer may refuse any bid.

2.3.5 If there is a dispute about a bid, the auctioneer may resolve the dispute or restart the auction at the last undisputed bid.

2.3.6 The deposit is to be paid to the auctioneer as agent for the seller.

3. MATTERS AFFECTING THE PROPERTY

3.1 Freedom from incumbrances

3.1.1 The seller is selling the property free from incumbrances, other than those mentioned in condition 3.1.2.

3.1.2 The incumbrances subject to which the property is sold are:
- (a) those specified in the contract
- (b) those discoverable by inspection of the property before the date of the contract
- (c) those the seller does not and could not reasonably know about
- (d) those, other than mortgages, which the buyer knows about
- (e) entries made before the date of the contract in any public register except those maintained by the Land Registry or its Land Charges Department or by Companies House
- (f) public requirements.

3.1.3 After the contract is made, the seller is to give the buyer written details without delay of any new public requirement and of anything in writing which he learns about concerning a matter covered by condition 3.1.2.

3.1.4 The buyer is to bear the cost of complying with any outstanding public requirement and is to indemnify the seller against any liability resulting from a public requirement.

3.2 Physical state

3.2.1 The buyer accepts the property in the physical state it is in at the date of the contract unless the seller is building or converting it.

3.2.2 A leasehold property is sold subject to any subsisting breach of a condition or tenant's obligation relating to the physical state of the property which renders the lease liable to forfeiture.

3.2.3 A sub-lease is granted subject to any subsisting breach of a condition or tenant's obligation relating to the physical state of the property which renders the seller's own lease liable to forfeiture.

3.3 Leases affecting the property

3.3.1 The following provisions apply if any part of the property is sold subject to a lease.

3.3.2
- (a) The seller having provided the buyer with full details of each lease or copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.
- (b) The seller is to inform the buyer without delay if the lease ends or if the seller learns of any application by the tenant in connection with the lease; the seller is then to act as the buyer reasonably directs, and the buyer is to indemnify him against all consequent loss and expense.
- (c) Except with the buyer's consent, the seller is not to agree to any proposal to change the lease terms nor to take any step to end the lease.
- (d) The seller is to inform the buyer without delay of any change to the lease terms which may be proposed or agreed.
- (e) The buyer is to indemnify the seller against all claims arising from the lease after actual completion; this includes claims which are unenforceable against a buyer for want of registration.
- (f) The seller takes no responsibility for what rent is lawfully recoverable, nor for whether or how any legislation affects the lease.
- (g) If the let land is not wholly within the property, the seller may apportion the rent.

4. TITLE AND TRANSFER

4.1 Proof of title

4.1.1 Without cost to the buyer, the seller is to provide the buyer with proof of the title to the property and of his ability to transfer it, or to procure its transfer.

4.1.2 Where the property has a registered title the proof is to include official copies of the items referred to in rules 134(1)(a) and (b) and 135(1)(a) of the Land Registration Rules 2003, so far as they are not to be discharged or overridden at or before completion.

4.1.3 Where the property has an unregistered title, the proof is to include:
- (a) an abstract of title or an epitome of title with photocopies of the documents, and
- (b) production of every document or an abstract, epitome or copy of it with an original marking by a conveyancer either against the original or an examined abstract or an examined copy.

4.2 Requisitions

4.2.1 The buyer may not raise requisitions:
- (a) on any title shown by the seller before the contract was made
- (b) in relation to the matters covered by condition 3.1.2.

4.2.2 Notwithstanding condition 4.2.1, the buyer may, within six working days of a matter coming to his attention after the contract was made, raise written requisitions on that matter. In that event, steps 3 and 4 in condition 4.3.1 apply.

4.2.3 On the expiry of the relevant time limit under condition 4.2.2 or condition 4.3.1, the buyer loses his right to raise requisitions or to make observations.

4.3 Timetable

4.3.1 Subject to condition 4.2 and to the extent that the seller did not take the steps described in condition 4.1.1 before the contract was made, the following are the steps for deducing and investigating the title to the property to be taken within the following time limits:

Step	Time Limit
1. The seller is to comply with condition 4.1.1	Immediately after making the contract
2. The buyer may raise written requisitions	Six working days after either the date of the contract or the date of delivery of the seller's evidence of title on which the requisitions are raised, whichever is the later
3. The seller is to reply in writing to any requisitions raised	Four working days after receiving the requisitions
4. The buyer may make written observations on the seller's replies	Three working days after receiving the replies

The time limit on the buyer's right to raise requisitions applies even where the seller supplies incomplete evidence of his title, but the buyer may, within six working days from delivery of any further evidence, raise further requisitions resulting from that evidence.

4.3.2 The parties are to take the following steps to prepare and agree the transfer of the property within the following time limits:

Step	Time Limit
A. The buyer is to send the seller a draft transfer	At least twelve working days before completion date
B. The seller is to approve or revise that draft and either return it or retain it for use as the actual transfer	Four working days after delivery of the draft transfer
C. If the draft is returned the buyer is to send an engrossment to the seller	At least five working days before completion date

4.3.3 Periods of time under conditions 4.3.1 and 4.3.2 may run concurrently.

4.3.4 If the period between the date of the contract and completion date is less than 15 working days, the time limits in conditions 4.2.2, 4.3.1 and 4.3.2 are to be reduced by the same proportion as that period bears to the period of 15 working days. Fractions of a working day are to be rounded down except that the time limit to perform any step is not to be less than one working day.

4.4 Defining the property

The seller need not:
- (a) prove the exact boundaries of the property
- (b) prove who owns fences, ditches, hedges or walls
- (c) separately identify parts of the property with different titles further than he may be able to do from information in his possession.

4.5 Rents and rentcharges

The fact that a rent or rentcharge, whether payable or receivable by the owner of the property, has been, or will on completion be, informally apportioned is not to be regarded as a defect in title.

4.6 Transfer

4.6.1 The buyer does not prejudice his right to raise requisitions, or to require replies to any raised, by taking any steps in relation to preparing or agreeing the transfer.

4.6.2 Subject to condition 4.6.3, the seller is to transfer the property with full title guarantee.

4.6.3 The transfer is to have effect as if the disposition is expressly made subject to all matters covered by condition 3.1.2 and, if the property is leasehold, is to contain a statement that the covenants set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to any breach of the tenant's covenants in the lease relating to the physical state of the property.

4.6.4 If after completion the seller will remain bound by any obligation affecting the property which was disclosed to the buyer before the contract was made, but the law does not imply any covenant by the buyer to indemnify the seller against liability for future breaches of it:
(a) the buyer is to covenant in the transfer to indemnify the seller against liability for any future breach of the obligation and to perform it from then on, and
(b) if required by the seller, the buyer is to execute and deliver to the seller on completion a duplicate transfer prepared by the buyer.

4.6.5 The seller is to arrange at his expense that, in relation to every document of title which the buyer does not receive on completion, the buyer is to have the benefit of:
(a) a written acknowledgement of his right to its production, and
(b) a written undertaking for its safe custody (except while it is held by a mortgagee or by someone in a fiduciary capacity).

4.7 **Membership of company**
Where the seller is, or is required to be, a member of a company that has an interest in the property or has management responsibilities for the property or the surrounding areas, the seller is, without cost to the buyer, to provide such documents on completion as will enable the buyer to become a member of that company.

5. RISK, INSURANCE AND OCCUPATION PENDING COMPLETION

5.1.1 The property is at the risk of the buyer from the date of the contract.

5.1.2 The seller is under no obligation to the buyer to insure the property unless:
(a) the contract provides that a policy effected by or for the seller and insuring the property or any part of it against liability for loss or damage is to continue in force, or
(b) the property or any part of it is let on terms under which the seller (whether as landlord or as tenant) is obliged to insure against loss or damage.

5.1.3 If the seller is obliged to insure the property under condition 5.1.2, the seller is to:
(a) do everything necessary to maintain the policy
(b) permit the buyer to inspect the policy or evidence of its terms
(c) if before completion the property suffers loss or damage:
(i) pay to the buyer on completion the amount of the policy monies which the seller has received, so far as not applied in repairing or reinstating the property, and
(ii) if no final payment has then been received, assign to the buyer, at the buyer's expense, all rights to claim under the policy in such form as the buyer reasonably requires and pending execution of the assignment hold any policy monies received in trust for the buyer
(d) cancel the policy on completion.

5.1.4 Where the property is leasehold and the property, or any building containing it, is insured by a reversioner or other third party, the seller is to use reasonable efforts to ensure that the insurance is maintained until completion and if, before completion, the property or building suffers loss or damage the seller is to assign to the buyer on completion, at the buyer's expense, such rights as the seller may have in the policy monies, in such form as the buyer reasonably requires.

1.5 If payment under a policy effected by or for the buyer is reduced, because the property is covered against loss or damage by an insurance policy effected by or on behalf of the seller, then, unless the seller is obliged to insure the property under condition 5.1.2, the purchase price is to be abated by the amount of that reduction.

5.1.6 Section 47 of the Law of Property Act 1925 does not apply.

5.2 **Occupation by buyer**

5.2.1 If the buyer is not already lawfully in the property, and the seller agrees to let him into occupation, the buyer occupies on the following terms.

5.2.2 The buyer is a licensee and not a tenant. The terms of the licence are that the buyer:
(a) cannot transfer it
(b) may permit members of his household to occupy the property
(c) is to pay or indemnify the seller against all outgoings and other expenses in respect of the property
(d) is to pay the seller a fee calculated at the contract rate on a sum equal to the purchase price (less any deposit paid) for the period of the licence
(e) is entitled to any rents and profits from any part of the property which he does not occupy
(f) is to keep the property in as good a state of repair as it was in when he went into occupation (except for fair wear and tear) and is not to alter it
(g) if the property is leasehold, is not to do anything which puts the seller in breach of his obligations in the lease, and
(h) is to quit the property when the licence ends.

5.2.3 The buyer is not in occupation for the purposes of this condition if he merely exercises rights of access given solely to do work agreed by the seller.

5.2.4 The buyer's licence ends on the earliest of: completion date, rescission of the contract or when five working days' notice given by one party to the other takes effect.

5.2.5 If the buyer is in occupation of the property after his licence has come to an end and the contract is subsequently completed he is to pay the seller compensation for his continued occupation calculated at the same rate as the fee mentioned in condition 5.2.2(d).

5.2.6 The buyer's right to raise requisitions is unaffected.

6. COMPLETION

6.1 **Date**

6.1.1 Completion date is twenty working days after the date of the contract but time is not of the essence of the contract unless a notice to complete has been served.

6.1.2 If the money due on completion is received after 2.00pm, completion is to be treated, for the purposes only of conditions 6.3 and 7.2, as taking place on the next working day as a result of the buyer's default.

.3 Condition 6.1.2 does not apply and the seller is treated as in default if:
(a) the sale is with vacant possession of the property or any part of it, and
(b) the buyer is ready, able and willing to complete but does not pay the money due on completion until after 2.00pm because the seller has not vacated the property or that part by that time.

6.2 **Arrangements and place**

6.2.1 The buyer's conveyancer and the seller's conveyancer are to co-operate in agreeing arrangements for completing the contract.

6.2.2 Completion is to take place in England and Wales, either at the seller's conveyancer's office or at some other place which the seller reasonably specifies.

6.3 **Apportionments**

6.3.1 On evidence of proper payment being made, income and outgoings of the property are to be apportioned between the parties so far as the change of ownership on completion will affect entitlement to receive or liability to pay them.

6.3.2 If the whole property is sold with vacant possession or the seller exercises his option in condition 7.2.4, apportionment is to be made with effect from the date of actual completion; otherwise, it is to be made from completion date.

6.3.3 In apportioning any sum, it is to be assumed that the seller owns the property until the end of the day from which apportionment is made and that the sum accrues from day to day at the rate at which it is payable on that day.

6.3.4 For the purpose of apportioning income and outgoings, it is to be assumed that they accrue at an equal daily rate throughout the year.

6.3.5 When a sum to be apportioned is not known or easily ascertainable at completion, a provisional apportionment is to be made according to the best estimate available. As soon as the amount is known, a final apportionment is to be made and notified to the other party. Any resulting balance is to be paid no more than ten working days later, and if not then paid the balance is to bear interest at the contract rate from then until payment.

6.3.6 Compensation payable under condition 5.2.5 is not to be apportioned.

6.4 **Amount payable**
The amount payable by the buyer on completion is the purchase price and the contents price (less any deposit already paid to the seller or his agent) adjusted to take account of:
(a) apportionments made under condition 6.3
(b) any compensation to be paid or allowed under condition 7.2
(c) any sum payable under condition 5.1.3.

6.5 **Title deeds**

6.5.1 As soon as the buyer has complied with all his obligations under this contract on completion the seller must hand over the documents of title.

6.5.2 Condition 6.5.1 does not apply to any documents of title relating to land being retained by the seller after completion.

6.6 **Rent receipts**
The buyer is to assume that whoever gave any receipt for a payment of rent or service charge which the seller produces was the person or the agent of the person then entitled to that rent or service charge.

6.7 **Means of payment**
The buyer is to pay the money due on completion by a direct transfer of cleared funds from an account held in the name of a conveyancer at a clearing bank and, if appropriate, an unconditional release of a deposit held by a stakeholder.

6.8 **Notice to complete**

6.8.1 At any time after the time applicable under condition 6.1.2 on completion date, a party who is ready, able and willing to complete may give the other a notice to complete.

6.8.2 The parties are to complete the contract within ten working days of giving a notice to complete, excluding the day on which the notice is given. For this purpose, time is of the essence of the contract.

6.8.3 On receipt of a notice to complete:
(a) if the buyer paid no deposit, he is forthwith to pay a deposit of 10 per cent
(b) if the buyer paid a deposit of less than 10 per cent, he is forthwith to pay a further deposit equal to the balance of that 10 per cent.

7. REMEDIES

7.1 **Errors and omissions**

7.1.1 If any plan or statement in the contract, or in the negotiations leading to it, is or was misleading or inaccurate due to an error or omission by the seller, the remedies available to the buyer are as follows.
(a) When there is a material difference between the description or value of the property, or of any of the contents included in the contract, as represented and as it is, the buyer is entitled to damages.
(b) An error or omission only entitles the buyer to rescind the contract:
(i) where it results from fraud or recklessness, or
(ii) where he would be obliged, to his prejudice, to accept property differing substantially (in quantity, quality or tenure) from what the error or omission had led him to expect.

7.1.2 If either party rescinds the contract:
(a) unless the rescission is a result of the buyer's breach of contract the deposit is to be repaid to the buyer with accrued interest
(b) the buyer is to return any documents he received from the seller and is to cancel any registration of the contract.

7.2 **Late completion**

7.2.1 If there is default by either or both of the parties in performing their obligations under the contract and completion is delayed, the party whose total period of default is the greater is to pay compensation to the other party.

7.2.2 Compensation is calculated at the contract rate on an amount equal to the purchase price, less (where the buyer is the paying party) any deposit paid, for the period by which the paying party's default exceeds that of the receiving party, or, if shorter, the period between completion date and actual completion.

7.2.3 Any claim for loss resulting from delayed completion is to be reduced by any compensation paid under this contract.

7.2.4 Where the buyer holds the property as tenant of the seller and completion is delayed, the seller may give notice to the buyer, before the date of actual completion, that he intends to take the net income from the property until completion. If he does so, he cannot claim compensation under condition 7.2.1 as well.

7.3 **After completion**
Completion does not cancel liability to perform any outstanding obligation under this contract.

7.4 **Buyer's failure to comply with notice to complete**

7.4.1 If the buyer fails to complete in accordance with a notice to complete, the following terms apply.

7.4.2 The seller may rescind the contract, and if he does so:
(a) he may:
(i) forfeit and keep any deposit and accrued interest
(ii) resell the property and any contents included in the contract
(iii) claim damages
(b) the buyer is to return any documents he received from the seller and is to cancel any registration of the contract.

7.4.3 The seller retains his other rights and remedies.

7.5 **Seller's failure to comply with notice to complete**

7.5.1 If the seller fails to complete in accordance with a notice to complete, the following terms apply.

7.5.2 The buyer may rescind the contract, and if he does so:
(a) the deposit is to be repaid to the buyer with accrued interest
(b) the buyer is to return any documents he received from the seller and is, at the seller's expense, to cancel any registration of the contract.

7.5.3 The buyer retains his other rights and remedies.

8. LEASEHOLD PROPERTY

8.1 **Existing leases**

8.1.1 The following provisions apply to a sale of leasehold land.

8.1.2 The seller having provided the buyer with copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.

8.2 **New leases**

8.2.1 The following provisions apply to a contract to grant a new lease.

8.2.2 The conditions apply so that:
'seller' means the proposed landlord
'buyer' means the proposed tenant
'purchase price' means the premium to be paid on the grant of a lease.

8.2.3 The lease is to be in the form of the draft attached to the contract.

8.2.4 If the term of the new lease will exceed seven years, the seller is to deduce a title which will enable the buyer to register the lease at the Land Registry with an absolute title.

8.2.5 The seller is to engross the lease and a counterpart of it and is to send the counterpart to the buyer at least five working days before completion date.

8.2.6 The buyer is to execute the counterpart and deliver it to the seller on completion.

8.3 **Consent**

8.3.1 (a) The following provisions apply if a consent to let, assign or sub-let is required to complete the contract
(b) In this condition 'consent' means consent in the form which satisfies the requirement to obtain it.

8.3.2 (a) The seller is to apply for the consent at his expense, and to use all reasonable efforts to obtain it.
(b) The buyer is to provide all information and references reasonably required.

8.3.3 Unless he is in breach of his obligation under condition 8.3.2, either party may rescind the contract by notice to the other party if three working days before completion date (or before a later date on which the parties have agreed to complete the contract):
(a) the consent has not been given, or
(b) the consent has been given subject to a condition to which a party reasonably objects. In that case, neither party is to be treated as in breach of contract and condition 7.1.2 applies.

9. CONTENTS

9.1 The following provisions apply to any contents which are included in the contract, whether or not a separate price is to be paid for them.

9.2 The contract takes effect as a contract for sale of goods.

9.3 The buyer takes the contents in the physical state they are in at the date of the contract.

9.4 Ownership of the contents passes to the buyer on actual completion.

1 (a) This contract incorporates the Standard Conditions of Sale (Fifth Edition - 2018 Revision).

(b) The terms used in this contract have the same meaning when used in the Conditions.

2 Subject to the terms of this contract and to the Standard Conditions of Sale, the seller is to transfer the property with either full title guarantee or limited title guarantee, as specified on the front page.

3 (a) The sale includes those contents which are indicated on the attached list as included in the sale and the buyer is to pay the contents price for them.

(b) The sale excludes those fixtures which are at the property and are indicated on the attached list as excluded from the sale

4 The property is sold with vacant possession.

XX)

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

5 Conditions 6.1.2 and 6.1.3 shall take effect as if the time specified in them were [1.00pm] rather than 2.00 p.m.

6 **Representations**

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

7 **Occupier's consent**

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

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

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

Name

Signature

8. Please see attached Rider.

Notices may be sent to:

Seller's conveyancer's name:

E-mail address:*

Buyer's conveyancer's name:

E-mail address:*

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

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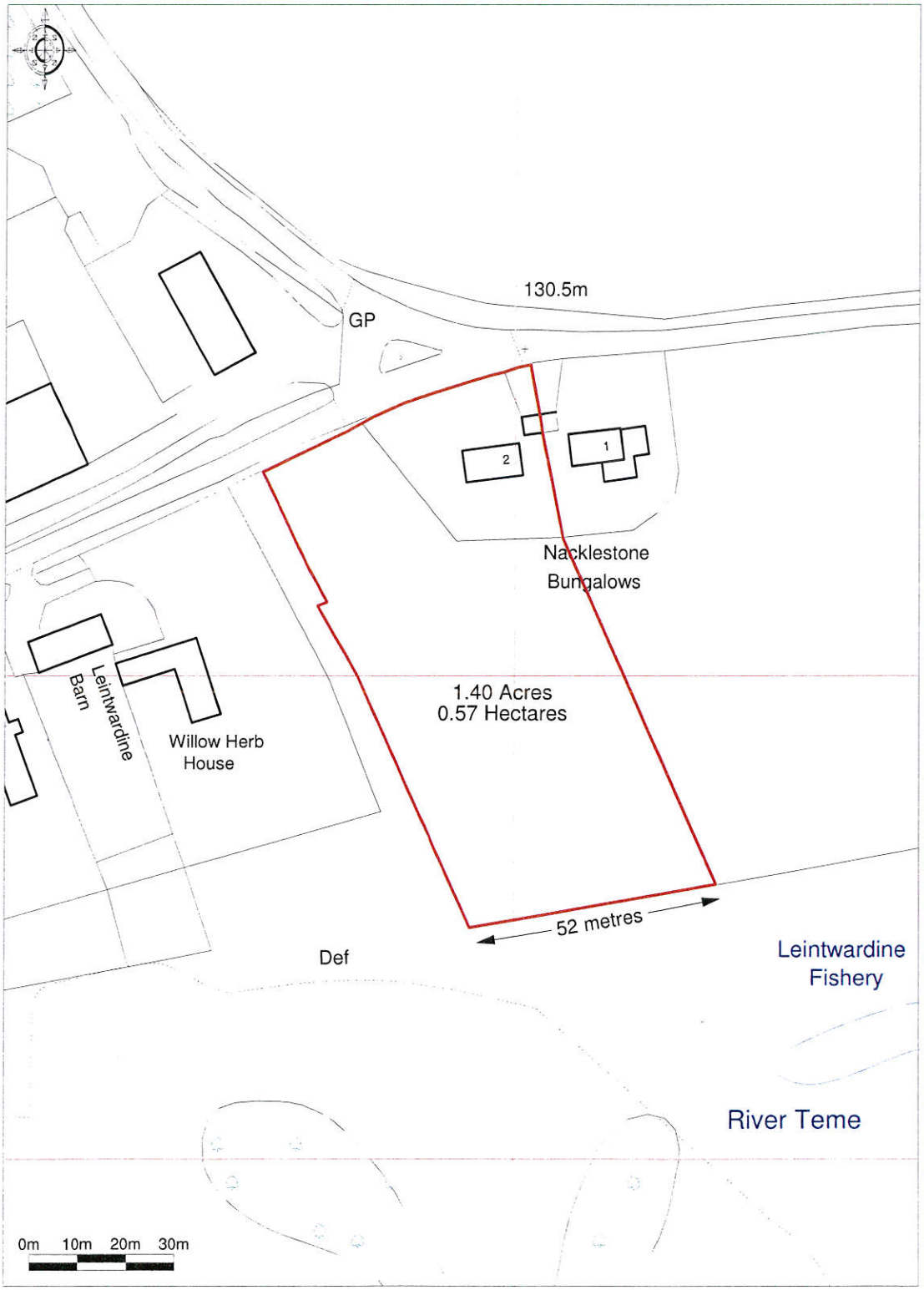

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RIDER

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. The property is sold subject to any matters or things registered or capable of registration in the Local Land Charges Register and to any requirement, proposal or request (whether or not subject to confirmation) made by or on behalf of any local, public or other authority and General Condition 3.1 shall be deemed to be varied accordingly.

10. 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.

11. 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 £100.00 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.

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 sale

and 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 £132.50 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.

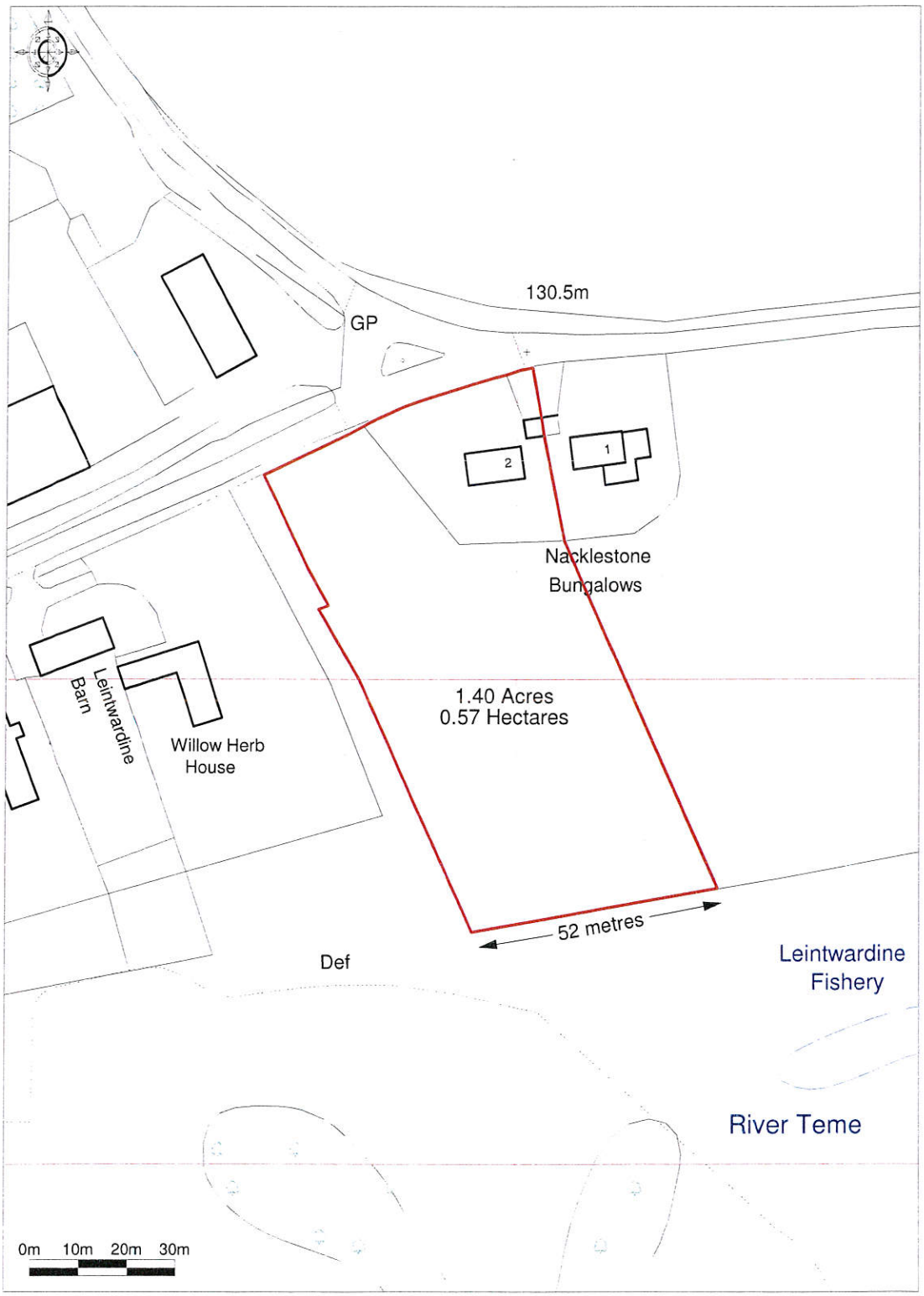
17. The Transfers to the Buyer shall be in the form of the draft TP1 and draft TR1 annexed.

Land Registry
Transfer of part of registered title(s)

TP1

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

Leave blank if not yet registered.	1	Title number(s) out of which the property is transferred: HE50923
When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.	2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined. Place 'X' in the appropriate box and complete the statement. For example 'edged red'. For example 'edged and numbered 1 in blue'. Any plan lodged must be signed by the transferor.	3	Property: 2 Nacklestone Bungalow, Blackbridge, Leintwardine, Craven Arms, Shropshire. SY7 0NA The property is identified ☒ on the attached plan and shown: edged red ☐ on the title plan(s) of the above titles and shown:
	4	Date:
Give full name(s). Complete as appropriate where the transferor is a company.	5	Transferor: **LAURA KATHARINE MELVIN**, **VICTORIA ROSE MELVIN** and **ANDREW PETER CAMERON MELVIN** For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: For overseas companies (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
Give full name(s). Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.	6	Transferee for entry in the register: For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: For overseas companies (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
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.	7	Transferee's intended address(es) for service for entry in the register:



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	8	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 12.	9	Consideration ☐ The transferor has received from the transferee for the property the following sum (in words and figures): ☐ The transfer is not for money or anything that has a monetary value ☐ Insert other receipt as appropriate:
Place 'X' in any box that applies. Add any modifications.	10	The transferor transfers with ☒ full title guarantee ☐ limited title guarantee
Where the transferee is more than one person, place 'X' in the appropriate box. Complete as necessary.	11	Declaration of trust. The transferee is more than one person and ☐ they are to hold the property on trust for themselves as joint tenants ☐ they are to hold the property on trust for themselves as tenants in common in equal shares ☐ they are to hold the property on trust:
Use this panel for: – definitions of terms not defined above – rights granted or reserved – restrictive covenants – other covenants – agreements and declarations – any required or permitted statements – other agreed provisions. The prescribed subheadings may be added to, amended, repositioned or omitted. Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.	12	Additional provisions **12.1 Definitions** 12.1.1 **'Plan'** means the plan annexed to this transfer 12.1.2 **'Retained Land'** means the Transferor's land contained in Title HE50923 after exclusion of the Property 12.1.3 **'Service Media'** means any conduits and equipment used for the reception, generation, passage and/or storage of Utilities 12.1.4 **'Utilities'** means electricity, gas, water, foul water and surface drainage, signals, electronic communications and all other utilities serving or consumed at the Property or the Retained Land (as the case may be)
Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.		**12.2 Rights granted for the benefit of the property** The Transferor transfers the Property together with the following rights and easements which are to be exercised and enjoyed in common with the Transferor and/or the owners and occupiers for the time being of the Retained Land and only in connection with the reasonable use and enjoyment of the Property: 12.2.1 The right of passage of Utilities through the Service Media serving the Property (if any) which are now installed on in over or under the Retained Land 12.2.2 The right with or without employees and workmen at

		all reasonable times and on reasonable notice except in an emergency to enter the Retained Land for the purpose of: (a) repairing, cleaning, maintaining and constructing or renewing any part of the Property where those works cannot otherwise be conveniently or effectively carried out (b) repairing, maintaining and renewing the Service Media serving the Property (c) reading any meters relevant to the supply of Utilities to the Property The person or persons exercising any of these rights causing as little inconvenience and damage as possible and making good any damage caused as soon as reasonably practicable 12.2.3 The right of support and protection for the Property from the Retained Land
Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.		**12.3 Rights reserved for the benefit of other land** The Transferor excepts and reserves to the Transferor and/or any owners and occupiers for the time being of the Retained Land or any part of it and any person authorised by him or them and any other person entitled to them the following rights: 12.3.1 The right of passage of Utilities through the Service Media serving the Retained Land (if any) which are now installed on in over or under the Property 12.3.2 The right with or without employees and workmen at all reasonable times and on reasonable notice except in an emergency to enter the Property for the purpose of: (a) repairing, cleaning, maintaining and constructing or renewing any part of the Retained Land where those works cannot otherwise be conveniently or effectively carried out (b) repairing, maintaining and renewing the Service Media serving the Retained Land (c) reading any meters relevant to the supply of Utilities to the Retained Land The person or persons exercising any of these rights causing as little inconvenience and damage as possible and making good any damage caused as soon as reasonably practicable 12.3.3 The right of support and protection for the Retained Land from the Property 12.3.4 Any other easements and quasi-easements, rights and benefits of a similar nature *other than rights of way* now enjoyed by the Retained Land over the Property the same

		continuing to be so used and enjoyed not withstanding that they are not strictly easements due to unity of seisin
Include words of covenant.		**12.4 Restrictive and other covenants by the transferee** The Transferee so as to bind the Property and each and every part of it (but not so as to be personally liable for breach of a restrictive covenant arising after the Transferee has parted with all interest in the Property) covenants with the Transferor to benefit the Retained Land that the Transferee will at all times observe and perform the following restrictive covenants: 12.4.1 Not to do or permit any act or thing on the Property which will be or might grow to be an annoyance or nuisance or cause damage or disturbance to the Transferor and/or any owner or occupier for the time being of the Retained Land 12.4.2 Not to do or permit to be done on the Property anything likely to cause damage or injury to or to prevent access to any Service Media and to take all reasonable precautions to prevent any such damage or injury
Include words of covenant.		
Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.		**Other** **12.5 Positive covenants** The Transferee covenants with the Transferor that the Transferee and its successors in title will observe and perform the following covenants: 12.5.1 To pay a fair proportion of the expense of repairing maintaining and cleansing all party walls or structures, Service Media (if any) and other facilities used or to be used in common by the occupiers of the Property and the occupiers of the

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The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.	13	Execution Signed as a Deed by the said **LAURA KATHARINE MELVIN** in the presence of: Signed as a Deed by the said **VICTORIA ROSE MELVIN** in the presence of: Signed as a Deed by the said **ANDREW PETER CAMERON MELVIN** 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.

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Land Registry
Transfer of part of registered title(s)

TP1

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When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.	2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined. Place 'X' in the appropriate box and complete the statement. For example 'edged red'. For example 'edged and numbered 1 in blue'. Any plan lodged must be signed by the transferor.	3	Property: 2 Nacklestone Bungalow, Blackbridge, Leintwardine, Craven Arms, Shropshire. SY7 0NA The property is identified ☒ on the attached plan and shown: edged red ☐ on the title plan(s) of the above titles and shown:
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Give full name(s). Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.	6	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:
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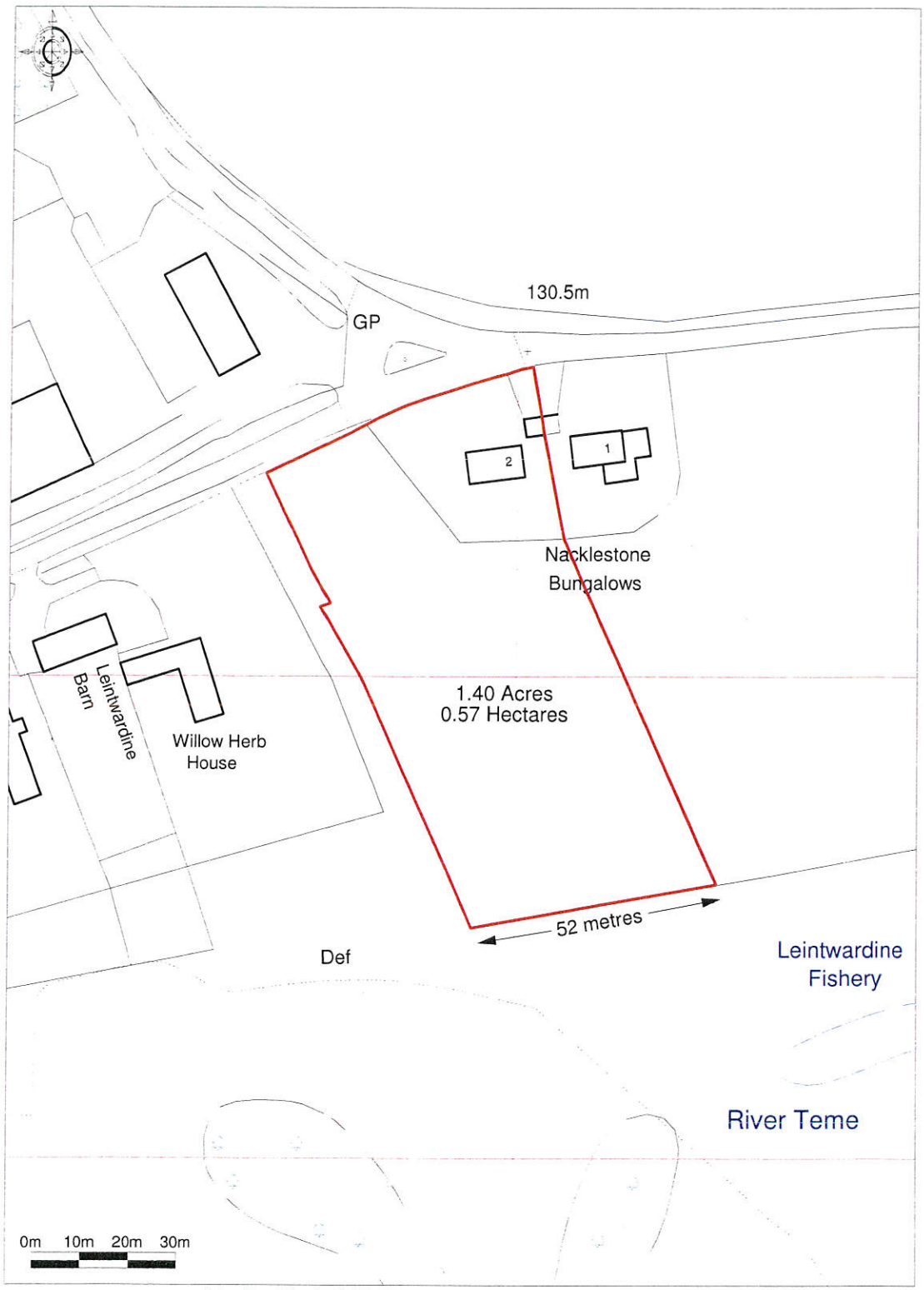

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Official copy of register of title

Title number HE50923 | Edition date 07.02.2019

This official copy shows the entries on the register of title on 07 Feb 2019 at 16:40:00.

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 07 Feb 2019.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

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

A: Property Register

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

HEREFORDSHIRE

1 (16.04.2014) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 1 and 2 Nacklestone Bungalow, Blackbridge, Leintwardine, Craven Arms (SY7 0NA).

2 (16.04.2014) The land has the benefit of the rights granted by a Deed of Grant dated 4 March 1988 made between (1) Laurence Edward Parker and Elizabeth Anne Parker (2) Brian Norris Midwood (3) Robert Frederick Mcconnell and Philip Norris Agnew (4) Colin Norris Midwood and Michael William Renshaw and (5) Robert Frederick Mcconnell and Brian Norris Midwood.

¬NOTE: Copy filed.

3 (25.04.2014) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of other land dated 8 December 2005 made between (1) Peter Cameron Melvin and (2) Primshire Limited.

¬NOTE: Copy filed.

4 (07.02.2019) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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 (16.04.2014) PROPRIETOR: LAURA KATHERINE MELVIN, VICTORIA ROSE MELVIN and ANDREW PETER CAMERON MELVIN of The Corner Bungalow, Bromfield Road, Ludlow SY8 1DW.

2 (16.04.2014) The value stated as at 15 April 2014 was £303,750.

3 (16.04.2014) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the

B: Proprietorship Register continued

court.

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 07 February 2019 shows the state of this title plan on 07 February 2019 at 16:40:01. 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 .

HM Land Registry
Official copy of title plan

Title number **HE50923**
Ordnance Survey map reference **SO4272SW**
Scale **1:2500**
Administrative area **Herefordshire**

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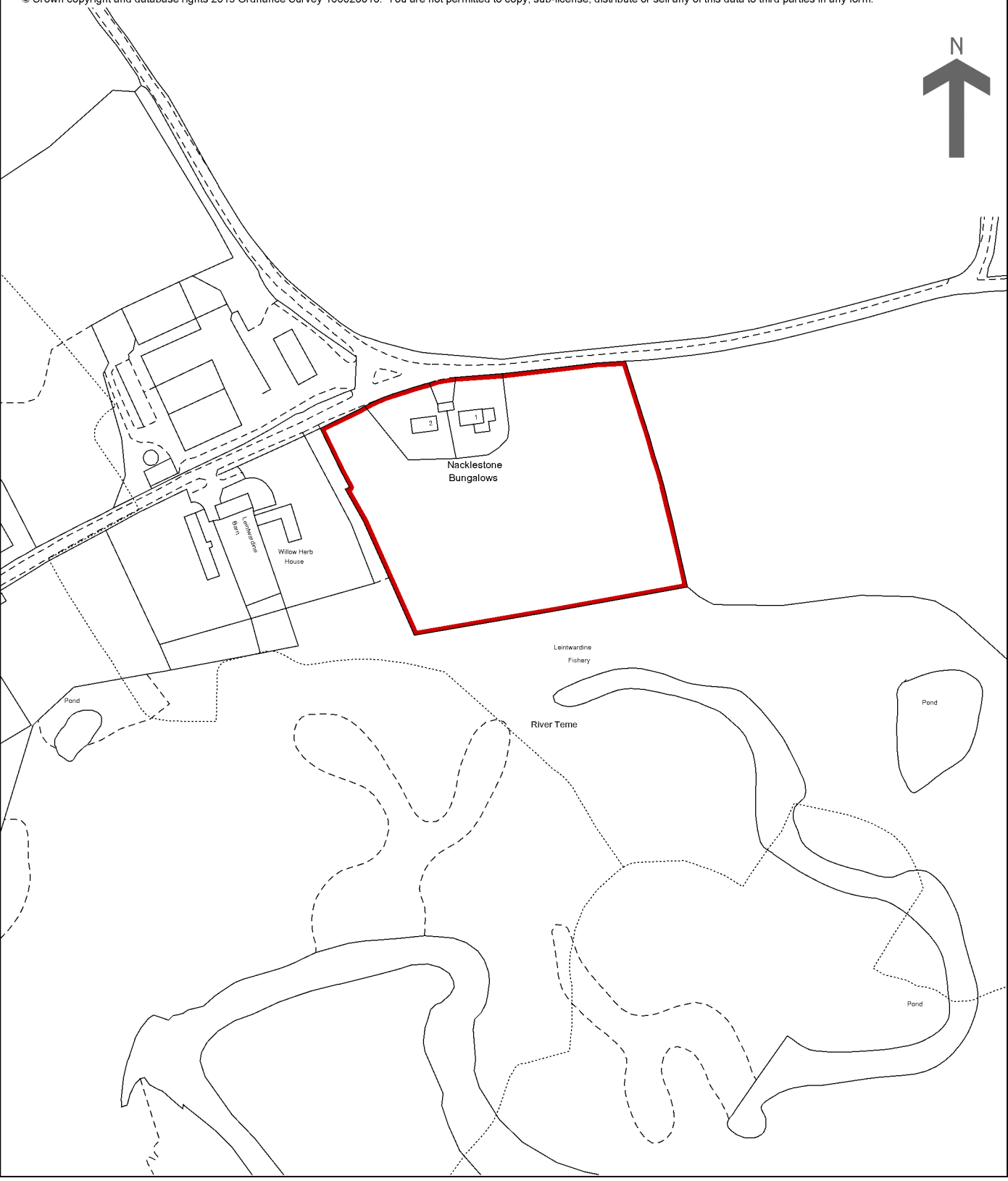


This official copy is incomplete without the preceding notes page.

C6
7/4

Dated March 1988

MR & MRS L E PARKER

-to-

B N MIDWOOD & OTHERS

D E E D O F G R A N T

to take water through existing water supply pipes from Severn Trent Water Authority main across part of Nacklestone Farm Leintwardine in the County of Hereford and Worcester

Morgans
7 Mill Street
Ludlow

DEED OF GRANT is made the fourth day of March One Thousand Nine Hundred and Eighty Eight between LAURENCE EDWARD PARKER and ELIZABETH ANNE PARKER of 2 Strefford Cottages Strefford Craven Arms in the County of Shropshire (hereinafter called "Mr and Mrs Parker") of the one part and BRIAN NORRIS MIDWOOD (in this context called "Mr Midwood") of The Willows Farm Burrington in the County of Hereford and Worcester of the second part the said Brian Norris Midwood ROBERT FREDERICK McCONNELL of The Priests House Puddington Wirral in the County of Chester and PHILIP NORRIS AGNEW of Bainton Farm Bainton Near Stamford in the County of Lincoln (hereinafter called "The Agnew Trustees") of the third part COLIN NORRIS MIDWOOD of Grange Cottage Funtington Chichester in the County of Sussex and MICHAEL WILLIAM RENSHAW of 16 High Street Wem in the County of Shropshire (hereinafter called "The Renshaw Trustees") of the fourth part and the said Robert Frederick McConnell and Brian Norris Midwood (hereinafter called "The McConnell Trustees") of the fifth part

WHEREAS

(1) Mr and Mrs Parker are seised of property formerly forming part of Nacklestone Farm Leintwardine in the County of Hereford and Worcester aforesaid edged red on the plan annexed hereto

(2) The Elan Valley Aquaduct crosses the said land of Mr and Mrs Parker

(3) From such Aquaduct a connection is taken to serve the private water supply system which prior to the purchase by Mr and Mrs Parker of the said land edged red served their land and other

parts of Nacklestone Farm vested respectively in the parties of the second, third, fourth and fifth parts

(3) Mr Midwood is seised of part of Nacklestone Farm edged green on the plan annexed hereto

(4) The Agnew Trustees are seised of part of Nacklestone Farm edged blue on the said plan

(5) The Renshaw Trustees are seised of part of Nacklestone Farm edged yellow on the said plan

(6) The McConnell Trustees are seised of part of Nacklestone Farm edged orange on the said plan

(7) The Parties hereto have agreed in order to continue and to maintain the supply of water to the lands vested in the parties of the second, third, fourth and fifth parts to grant the rights hereinafter granted on the terms herein mentioned

NOW THIS DEED WITNESSETH as follows:

1. IN pursuance of the premises hereinbefore recited Mr and Mrs Parker as Trustees hereby grant respectively unto

(i) Mr Midwood as owner of the land edged green

(ii) The Agnew Trustees as owners of the land edged blue

(iii)The Renshaw Trustees as owners of the land edged yellow

(iv) To the McConnell Trustees as owners of the land edged orange and their respective successors in title and their tenants agents and servants and all others occupying or being entitled to occupy the same the right to

(i) take a supply of water through the existing private water supply pipes whose approximate position is shown by the line on the said plan from a connection with the Severn Trent Water

Authority Elan Valley aquaduct at point X on the said plan to the point where such pipeline enters Mr Midwood's land edged green on the said plan

(ii) enter on the the said land edged red for the purpose in emergency only of cutting off the flow of water through such pipe at the existing stop tap lettered H on the said plan

(iii) enter on the said land edged red on 24 hours notice in writing or in case of emergency without such notice with or without workmen and machinery for the purpose only of repair maintenance cleansing and renewal of such pipeline the persons exercising such rights doing as little damage as possible and making good all damage caused thereby TO HOLD the said rights and liberties unto each of Mr Midwood The Agnew Trustees The Renshaw Trustees and the McConnell Trustees respectively in respect of their respective pieces of ground hereinbefore mentioned in fee simple

2. IN consideration of the premises hereinbefore recited Mr Midwood as Beneficial Owner hereby grants unto Mr and Mrs Parker full right and liberty to instal a water meter on Mr Midwood's land edged green on the said plan at the approximate position shown by the letter J on the said plan and thereafter to enter on Mr Midwood's ground for the purpose only of repair maintenance and reading thereof such water meter remaining the responsibility of Mr and Mrs Parker TO HOLD the said right and liberty unto Mr and Mrs Parker as appurtenant to the said land edged red in fee simple.

3. Mr and Mrs Parker hereby jointly and severally covenant

respectively with Mr Midwood, the Agnew Trustees, the Renshaw Trustees and the McConnell Trustees in respect of their respective lands that they will pay and discharge to Severn Trent Water Authority or such other the Statutory Water Authority for the time being for the said area all charges which may arise as follows:-

(i) The standing charge charged by the said Authority for reading of all meters whether the head meter at the point of connection to the aquaduct or the sub-meter at point J and all other services charged by the said Authority

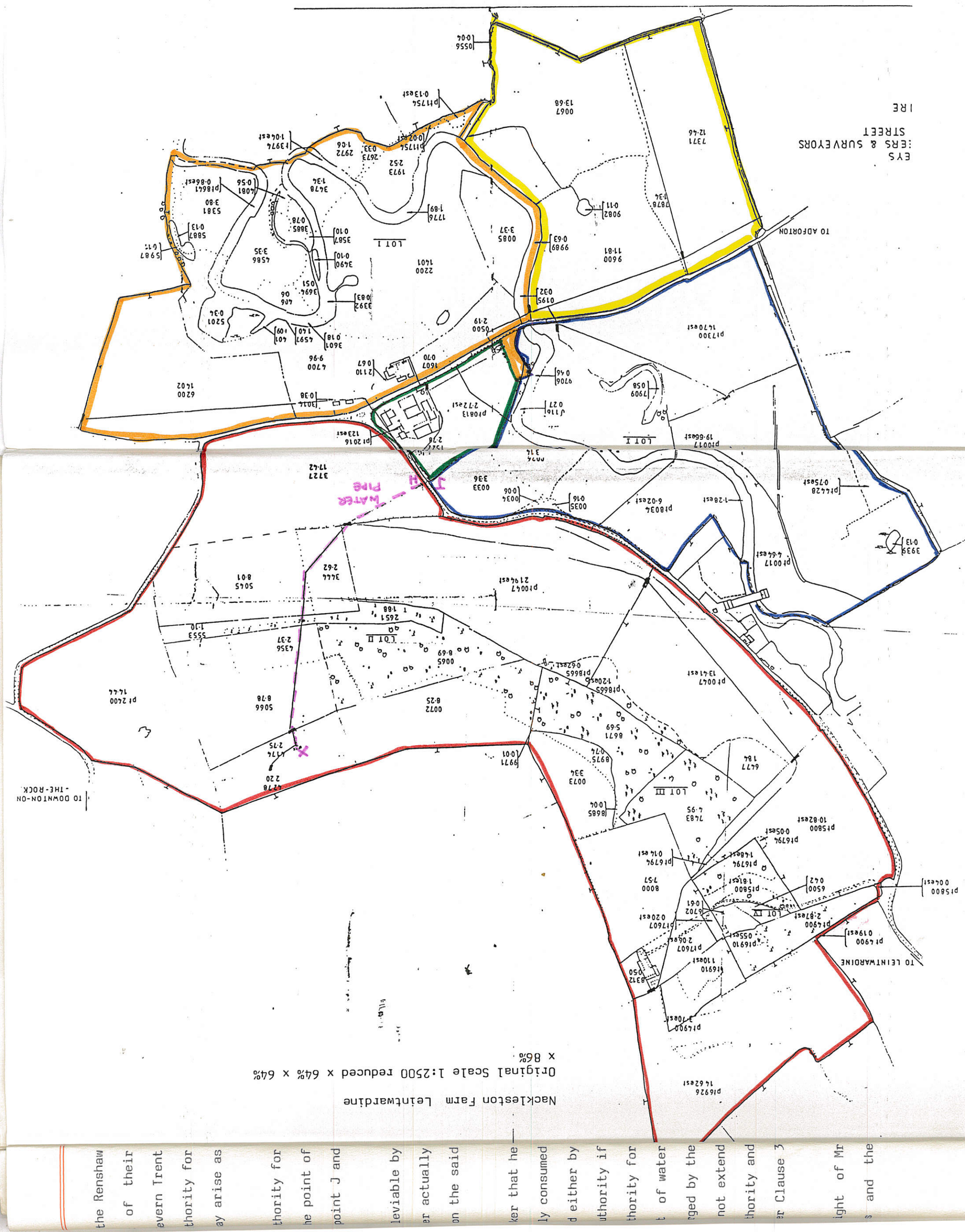
(ii) Any other charges which may be levied or leviable by the said Authority apart from charges for water actually consumed throu9gh the water meter at point J on the said plan

4. Mr Midwood hereby covenants with Mr and Mrs Parker that he will discharge any account submitted for water actually consumed through the new meter installed at point J submitted either by Severn Trent Water Authority or other the Water Authority if billed direct or if not so billed direct by such Authority for any bill submitted by Mr and Mrs Parker in respect of water actually consumed through such meter at the rate charged by the said Authority for such supply but this covenant will not extend to any other charges which may be charged by the Authority and such charges shall be borne by Mr and Mrs Parker under Clause 3 hereof

5. Mr and Mrs Parker hereby acknowledge the right of Mr Midwood, the Agnew Trustees, the Renshaw Trustees and the

Nackleston Farm Leintwardine

Original Scale 1:2500 reduced x 64% x 64%
x 86%



McConnell Trustees to production and delivery of copies of the deeds and documents set out in the Schedule hereto and undertake for the safe custody thereof

6. Mr Midwood hereby acknowledges the right of the Parkers to production and delivery of copies of a Conveyance dated the 31st day of December One Thousand Nine Hundred and Seventy Nine and made between Mr Midwood and Jean Mary Midwood of the one part and Mr Midwood of the other part and undertakes for the safe custody thereof

7. The McConnell Trustees, the Agnew Trustees and the Renshaw Trustees hereby declare that they hold the rights and liberties hereby granted upon the trusts of the settlements relating to their respective lands as referred to in the various Conveyances to them each dated 31st December 1979

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written

THE SCHEDULE
hereinbefore referred to:-

31st December 1979	CONVEYANCE	Mr Midwood and Jean Mary Midwood (1) the said Jean Mary Midwood (2)
1988	CONVEYANCE	The said Jean Mary Midwood (1) The Parkers (2)

SIGNED SEALED and DELIVERED by
the said LAURENCE EDWARD PARKER
in the presence of:-

SIGNED SEALED and DELIVERED by
the said ELIZABETH ANNE PARKER
in the presence of:-

SIGNED SEALED and DELIVERED by
the said BRIAN NORRIS MIDWOOD
in the presence of:-

Brian N. Midwood.

Clopton
Receptionist
Morgans
Ludlow.

SIGNED SEALED and DELIVERED by
the said ROBERT FREDERICK McCONNELL
in the presence of:-

SIGNED SEALED and DELIVERED by
the said PHILIP NORRIS AGNEW in
the presence of:-

SIGNED SEALED and DELIVERED by
the said COLIN NORRIS MIDWOOD
in the presence of:-

Transfer of whole of registered title(s)

Land Registry **TR1**

If you need more room than is provided for in a panel, use continuation sheet CS and attach to this form.

1. Stamp Duty

Place "X" in the appropriate box or boxes and complete the appropriate certificate.

☐ It is certified that this instrument falls within category ☐ in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

☐ It is certified that the transaction 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 the sum of £

☐ It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

2. Title Number(s) of the Property *Leave blank if not yet registered.*

3. Property

Firstly all that property formerly forming part of Downton Farm and Secondly all that property forming part of land at Nacklestone All Which property is shown for the purposes of identification only edged red on the plan annexed hereto ("the plan") extending to 235.61 acres or thereabouts and more particularly detailed in Schedule 2.

4. Date 8 [illegible] 2005.

5. Transferor *Give full names and company's registered number if any.*

PETER CAMERON MELVIN

6. Transferee **for entry on the register** *Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.*

PRIMSHIRE LIMITED (Company Registration No. 031824C)

Unless otherwise arranged with Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

7. Transferee's intended **address(es) for service (including postcode) for entry on the register** *You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.*

Victory House, Prospect Hill, Douglas, Isle of Man IM99 1QF

8. The Transferor transfers the Property to the Transferee

9. Consideration *Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.*

☒ The Transferor has received from the Transferee for the Property the sum of *In words and figures.*

Eight Hundred and Fifty Thousand Pounds (£850,000)

☐ *Insert other receipt as appropriate.*

☐ The transfer is not for money or anything which has a monetary value

10. The Transferor transfers with *Place "X" in the appropriate box and add any modifications.*

[x] full title guarantee [ ] limited title guarantee

11. Declaration of trust *Where there is more than one Transferee, place "X" in the appropriate box.*

[ ] The Transferees are to hold the Property on trust for themselves as joint tenants

[ ] The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares

[ ] The Transferees are to hold the Property *Complete as necessary.*

12. Additional provisions *Insert here any required or permitted statements, certificates or applications and any agreed covenants, declarations, etc.*

Schedule 1
Rights granted for the benefit of the Property

1. To maintain and pass a suppply of water through the existing water pipes nowlaid in the approximate position shown by the orange and purple lines on the plan

2. A right to enter upon the adjoining land shown edged blue and yellow on the plan("the Retained Land") with or without workmen vehicles or machinerey for the purposes only of inspecting repairing maintaining cleansing and renewing the said pipes the persons exercising such rights doing as little damage as possible and making good all damage caused thereby (cont)

13. Execution *TheTransferor must execute this transfer as a deed using the space below. 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 (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).*

Signed as a Deed by the said
PETER CAMERON MELVIN
in the presence of

Signed as a Deed by PRIMSHIRE LIMITED

Director....

Secretary.....

Continuation sheet for use with application and disposition forms

Land Registry **CS**

1. Continued from Form TR1 Title number(s)

2.

Panel 12 continued.

Rights reserved for the benefit of the Retained Land

1. All easements quasi easements and accommodations if any whether apparent or not now or formerly used or enjoyed by the Retained Land and each and every part thereon over the Property and such easements quasi easements and accommodations shall continue to be so used and enjoyed.

2. (a) The Transferee shall not be entitled to any right of light or air which would restrict or otherwise interfere with the free use of the Retained Land for building or any other purposes.

(b) No rights are implied by this transaction by virtue of Section 62 of the Law and Property Act 1925 or by the doctrine contained in Wheeldon v Burrows and only those rights expressly granted are included in this transfer.

Schedule 2

SO4272	1218	PASTURE	1.79
SO4272	2016	BUILDINGS	.63est
SO4271	2891	PASTURE	14.12
SO4271		RIVER	1.69est
SO4271	2575	PASTURE	2.45
SO4272	5812	ARABLE	5.71
SO4271	7875	ARABLE	18.76
SO4372	0105	ARABLE	6.54
SO4371	0484	ARABLE	4.78
SO4371	3596	PASTURE	7.27
SO4272	9336	ARABLE	8.04
SO4272	7235	ARABLE	7.56
			79.34 (195.97 Acres)
SO4171	7371	ARABLE	5.04
SO4171	8576	ARABLE	9.89
SO4171	7878	ROUGH	.69
SO4271	1170	ROUGH	.43
			16.03 (39.64acres)
			95.39ha (235.61acres)

Search Number: LC3270

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:

2
NACKLESTONE BUNGALOW
BLACKRIDGE
LEINTWARDINE
SHROPSHIRE
SY7 0LZ

Requested by:

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

Clients Reference: HL.1386M.Melvin

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: 22/01/2019

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
	There are no entries in the register		

Building Regulations (from 01/07/02):

Number	Description	Reference	Decision / Date
2.1	Cavity wall insulation NB. This entry is recorded as No. 2 Nacklestone Bungalow in the building control register but is plotted on No. 1	16/0105/CW	18/01/16

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

Q22. REGISTERED COMMON LAND AND TOWN OR VILLAGE GREENS	
22.1 Is the property, or any land which abuts the property, registered common land or town or village green under the Commons Registration Act 1965 or the Commons Act 2006?	NO
22.2 Is there any prescribed information about maps and statements deposited under s.15A of the Commons Act 2006, in the register maintained under s.15B(1) of the Commons Act 2006 or under s.31A of the Highways Act 1980?	NO
22.3 If there are any entries, how can copies of the matters registered be obtained and where can the register be inspected?	Not applicable

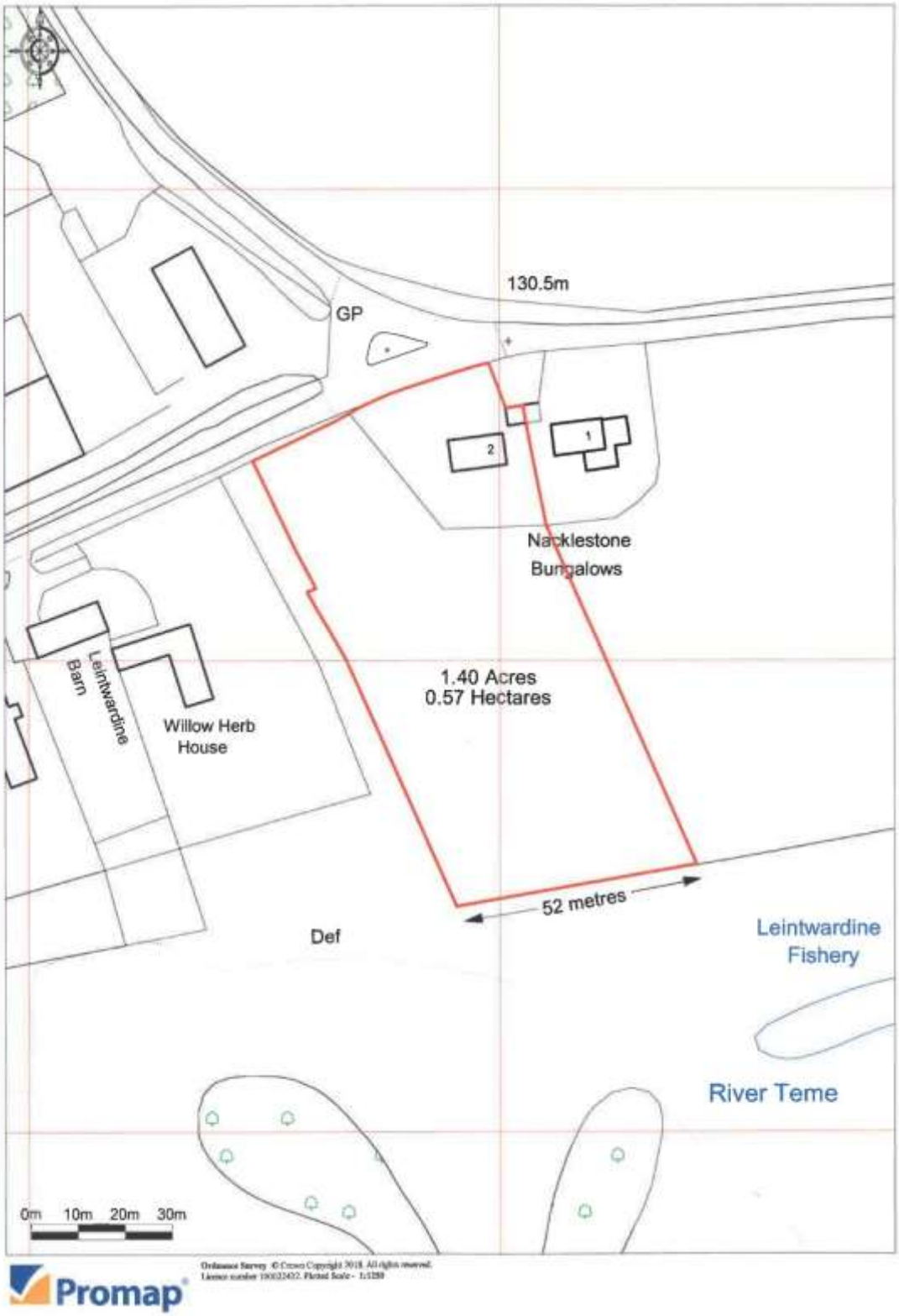
1.	**PLANNING AND BUILDING REGULATIONS**	
1.1	**Planning and Building Decisions and Pending Applications** Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications or agreements:	
(a)	planning permission	None revealed
(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). Safeguarding Mineral Reserves (M5).
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	The highway fronting the property (C1017) 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 1-3% 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


130.5m
GP
2
1
Nacklestone
Bungalows
1.40 Acres
0.57 Hectares
Leintwardine
Barn
Willow Herb
House
52 metres
Def
Leintwardine
Fishery
River Teme
0m 10m 20m 30m
Promap

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 it's 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

CON29DW
DRAINAGE AND WATER ENQUIRY

SEVERN TRENT

PPSEARCHES LLP

Bryngarth Lodge
Much Birch
Hereford
HR2 8HJ

Order Date: **Thursday, 17 January 2019**
Order No: **60029786**
Customer Ref: **LC3270**

Severn Trent Searches has carried out enquiries into the following property, in line with its published terms of sale upon request from PPSEARCHES LLP

Nacklestone Bungalow
2 -
Lentwardine
-
SY7 0LZ

In response to the enquiry for drainage and water information, this search report was prepared following examination of either the following original records or summary records derived from the original: the Map of Public Sewers, the Map of Waterworks, Water and Sewer Billing Records, Adoption of Public Sewer Records, Building Over Public Sewer Records, the Register of Properties subject to Internal Foul Flooding, the Register of Properties subject to Poor Water Pressure and the Drinking Water Register. Should the property not fall entirely within the Severn Trent Water or Hafren Dyfrdwy Regions, a copy of the records held by South Staffordshire Water or other relevant Water Company will be searched also. Severn Trent Searches is responsible for the accuracy of the information contained within the search report.

From 1st October 2011 ownership of private sewers and lateral drains changed in accordance with The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011.The contents of this search reflect these changes.

For further information please visit: www.severntrentsearches.com/category/Sewer-Transfer/

Interpretation of Drainage and Water Enquiry.
Appendix 1 of this report contains definitions of terms and expressions identified.

Enquiries and Responses.
The Search Report on the above property was completed on 8 Feb, 2019 by Daniel Norman, a technician employed by Severn Trent Searches. In the event of any queries about the preparation of this search report, enquiries should be directed to:

enquiries@severntrentsearches.com

Or the Customer Service Manager, Severn Trent Searches at the address below.

Severn Trent Searches
PO Box 10155
Nottingham
NG1 9HQ
Tel: 0115 971 3550

or

Severn Trent Searches
DX 723860
Nottingham 43

If you have any general enquires regarding the information provided in a search report please visit:

www.searchfaqt.com

Severn Trent Searches has put in place procedures to ensure that customers receive support in the event of any complaint. Our formal Complaints Procedure is set out in Appendix 2 and our Terms and Conditions of sale are set out in Appendix 4.

SEVERN TRENT

08 February 2019

Nacklestone Bungalow, 2 -, Lentwardine, -, SY7 0LZ

ORDER SUMMARY

To help understand the implications of the Drainage and Water Enquiries Report a summary guide to the content of the full report is provided below. This guide should be read in the context of and with reference to the full report and associated guidance notes.

The following 3 classifications have been used to highlight whether or not the response to a particular question is something that would normally be expected or otherwise. The classifications are intended purely as a guide to assist in the understanding of the Report and do not imply that the property is fit to purchase or otherwise and this decision will rest with the prospective purchaser and their professional advisers.

✓ This response represents the typical situation for a residential property.

⚑ The attention of the purchaser is drawn to this response. Further information can be found in the Guidance Notes accompanying the relevant question, the purchaser may wish to make further investigations into this situation.

✘ This response represents an uncommon situation for a residential property and the purchaser should carefully consider its implications.

SEVERN TRENT

ORDER SUMMARY

08 February 2019

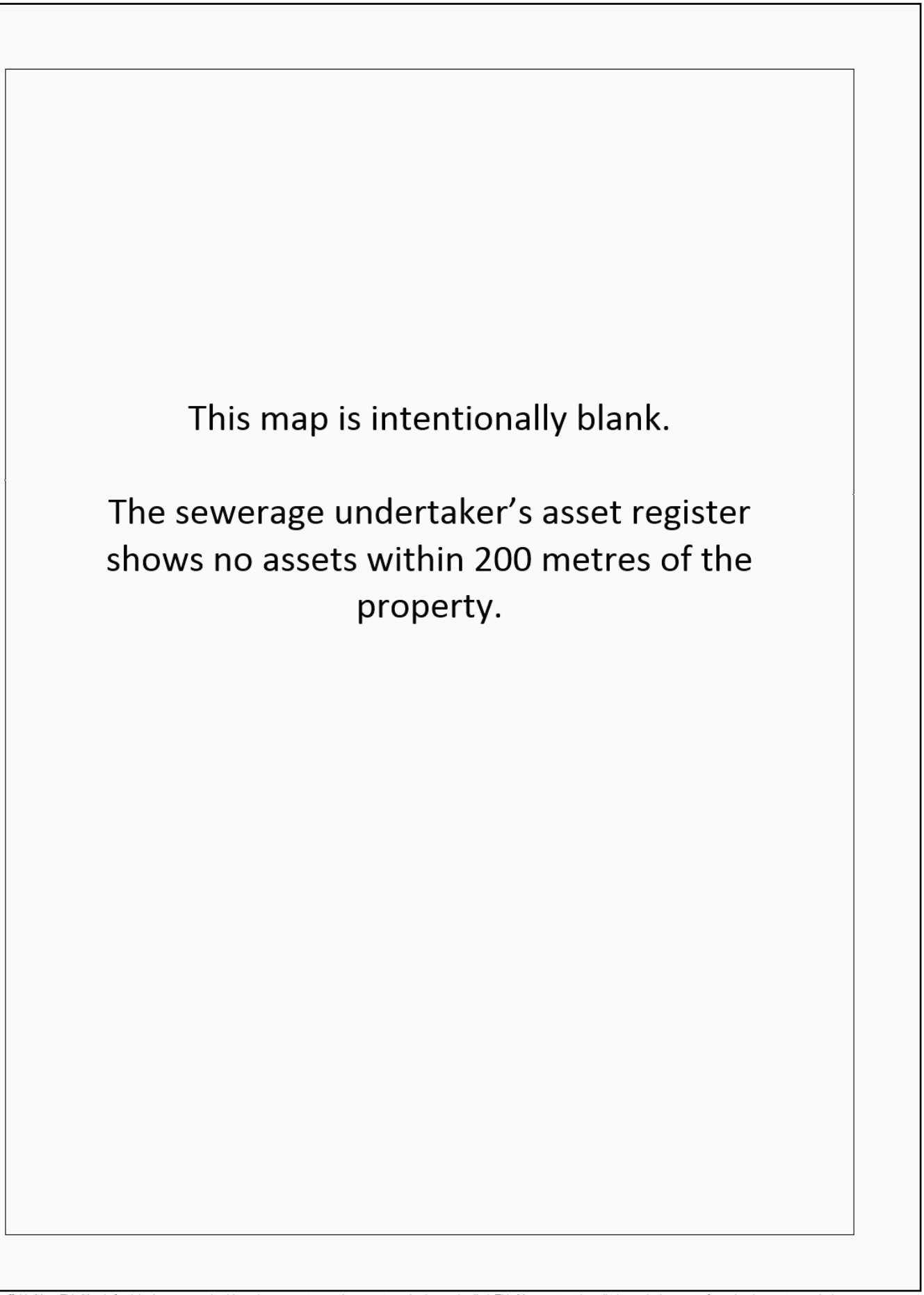
Nacklestone Bungalow, 2 -, Lentwardine, -, SY7 0LZ

Question		Answer
Maps		
1.1	Where relevant, please include a copy of an extract from the public sewer map.	**Map Not Provided** ✗
1.2	Where relevant, please include a copy of an extract from the map of waterworks.	**Map Provided** ✓
Drainage		
2.1	Does foul water from the property drain to a public sewer?	**No** ✗
2.2	Does surface water from the property drain to a public sewer?	**No** ✗
2.3	Is a surface water drainage charge payable?	**No** ✓
2.4	Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	**No** ✓
2.4.1	Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?	**No** ✓
2.5	Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	**No, See Details** ⚑
2.5.1	Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres of any buildings within the property?	**No** ✓
2.6	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?	**No** ✓
2.7	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?	**No** ✓
2.8	Is the building which is or forms part of the property at risk of internal flooding due to overloaded public sewers?	**No** ✓
2.9	Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	**See Details** ✓
Water		
3.1	Is the property connected to mains water supply?	**No** ✗
3.2	Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	**No, See Details** ✓
3.3	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?	**No** ✓
3.4	Is the property at risk of receiving low water pressure or flow?	**No** ✓
3.5	What is the classification of the water supply for the property?	**See Details** ✓
3.6	Please include details of the location of any water meter serving the property.	**N/A** ✓
Charging		
4.1.1	Who is responsible for providing the sewerage services for the property?	**See Answer** ✓
4.1.2	Who is responsible for providing the water services for the property?	**See Answer** ✓
4.2	Who bills the property for sewerage services?	**N/A** ✗
4.3	Who bills the property for water services?	**N/A** ✗
4.4	What is the current basis for charging for sewerage and water services at the property?	**Not Charged** ⚑
4.5	Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?	**No** ✓

Severn Trent Water Limited, Severn Trent Centre, 2 St John's Street, Coventry, CV1 2LZ

Date of Issue: **8 February 2019**

SEWER RECORD Nacklestone Bungalow, 2 -, Lentwardine, -, SY7 0LZ



1. Do not scale off this Map. This Map is furnished as a general guide and no warranty as to its correctness is given or implied. This Map must not be relied upon in the event of any development or works in the vicinity of Severn Trent Water's assets. 2. On 1 October 2011 most private sewers and private lateral drains transferred to the ownership of Water Companies. Severn Trent Water does not possess complete records of these assets. These assets may not be displayed on this map. 3. Reproduction by permission of Ordnance Survey on behalf of HMSO. © Crown Copyright and database right 2018. All rights reserved. Ordnance Survey licence number 0100031673. Document users other than Severn Trent Water business users are advised that this document is provided for reference purpose only and is subject to copyright, therefore, no further copies should be made from it.

Severn Trent Water Limited, Severn Trent Centre, 2 St John's Street, Coventry, CV1 2LZ

MAP KEYS

Sewer Record

- Public Combined Gravity Sewer
- Public Foul Gravity Sewer
- Public Surface Water Gravity Sewer
- Combined Use Pressurised Sewer
- Foul Use Pressurised Sewer
- Surface Water Pressurised Sewer
- Abandoned Gravity Sewer
- Private Gravity Sewer
- Section 104 Gravity Sewer
- Transferred Gravity Sewer
- Highway Drain (Not STW)
- Vent Column
- Waste Water Storage
- Culverted Watercourse (Not STW)
- Protective Strip
- Sewage Pumping Facility
- Sewage Facility Connection Inlet / Outlet
- Hyrdrobrake
- Lamphole
- Outfall
- Overflow
- Penstock
- Petrol Interceptor
- Sewage Treatment Works (STW)
- Sewer Blockage
- Sewer Collapse
- Sewer Chemical Injection Point
- Sewer Junction
- Sewerage Air Valve
- Sewerage Hatch Box Point
- Sewerage Isolation Valve
- Soakaway
- Surface Water Manhole
- Blind Shaft
- Combined Use Manhole
- Disposal Site (DS)
- Flushing Chamber
- Foul Use Manhole
- Grease Trap
- Head Node

Notes

The majority of private gravity sewers and lateral drains shown in magenta transferred into public ownership in October 2011, providing they met the relevant criteria. Please note that private pressurised sewers and drains within the boundary of the property they serve remain private.

Sewers shown in green which remain the subject of an adoption agreement under Section 102 or 104 of the Water Industry Act (1991) are not the responsibility of the Sewerage Undertaker. Please refer to response to Question 2.6 in search report to check current status of the sewers.

All Sewers that have been transferred to the Sewerage Undertaker after 1st October 2011, which they have a record of but have not surveyed and confirmed, are shown in orange.

Please note, the full extent and route of these sewers may not be plotted on the sewer map.

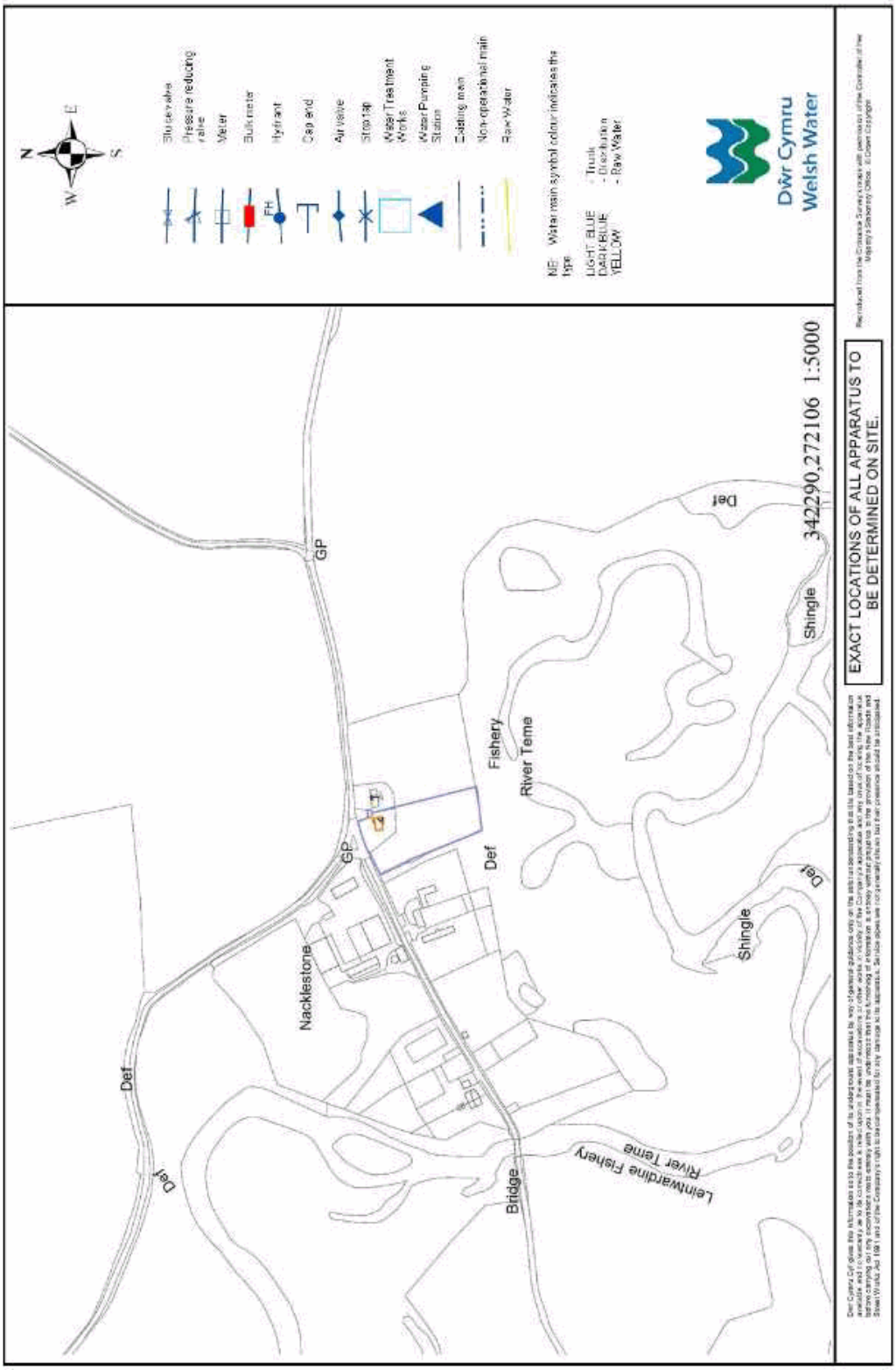
By October 1st 2016 any private pumping station and associated apparatus serving a lateral drain or sewer which was operational before July 1st 2011 will have transferred over to the Sewerage Undertaker's responsibility and become a public asset (subject to any appeals).

Water Record

- Distribution Main
- Trunk Main (local/primary)
- Strategic Main
- Fire Supply Main
- Fire Main
- Non-Domestic Customer Service Pipe
- Domestic Customer Service Pipe
- Abandoned Main
- Elevated Main
- Aqueduct
- Duct
- Pre-1937 Properties
- SSSI Area
- Protective Strip
- Pumping Facility
- Booster Facility
- Potable Water Storage
- Water Tower
- Well / Borehole
- Intake
- Water Treatment Works / Chamber
- Draw-off Tower
- Bowser Point
- Water Facility Connection
- Pipe Support Structure
- Open Pipe
- Discharge
- End Cap
- Water Isolation Valve (Closed)
- Water Isolation Valve (Open)
- Water Isolation Valve (Partially Open)
- Water Air Valve
- Pressure Reducing Valve
- Pressure Sustaining Valve
- Non-Return Valve
- Float Valve
- Hydrant (Single/Double)
- Washout (Single/Double)
- Bulk Meter
- Water Hatch Box
- Pressure Tapping
- Insertion Flow Meter Point
- Change in Characteristic
- Marker Post
- Cable Junction
- Anode
- Boundary Box
- Stop Tap
- Cross Piece
- Strainer
- Listening Post
- Revenue Meter
- Housing, Building (B)
- Housing, Kiosk (K)
- Housing, Other
- Quality Sample Point

For a detailed glossary of the above terminology please visit: www.severntrentsearches.com/glossary

Appendix 4 - Extract of the Public Water Map for the area surrounding the property/plot [07/02/2019]



Question 1.1

Q1.1

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

No map is included, as we have no record of any public sewers in the vicinity of the property.

✘ **Map Not Provided**

Guidance Notes

Pipes that are shown on the public sewer map as sewers, disposal mains or lateral drains are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991. The Sewerage Undertaker is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. Please note that following the private sewer transfer on October 1st 2011, the majority of private sewers and lateral drains connected to the public network as of 1st July 2011 transferred into public ownership. There may therefore be assets in the vicinity of the property which are not currently shown on our maps.

Question 1.2

Q1.2

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

A copy of an extract from the map of waterworks is included in which the location of the property is identified.

✓ **Map Provided**

Guidance Notes

Pipes that are shown on the map of waterworks as water mains, resource mains or discharge pipes are defined as those for which a Water Undertaker holds statutory responsibility under the Water Industry Act 1991. Assets other than water mains, resource mains or discharge pipes may be shown on the plan, for information only. Water Undertakers are not responsible for private water mains or private service pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. The extract of the map of waterworks shows water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.

Question 2.1

Q2.1

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

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

✘ **No**

Guidance Notes

The connection status of the property is based on information held on the billing records by the responsible water company. In this case we have been unable to find any billing records confirming a connection from the property to the public sewerage system. If any current billing records can be provided to us confirming a connection for this service, please provide this to us and we will amend the search accordingly. It is possible that the property may have a connection to the public sewerage system but is not currently being billed for this service. If this is the case then the property owner should contact the responsible water company to arrange for the connection status to be checked and, if confirmed as connected, for the property to be brought into charge for this service. Should the billing records be amended, we will be pleased to amend the report, free of charge, upon request. 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. The requirement to register a Septic tank with the Environment Agency was passed in regulations set in 2010 by the Department for Environment, Food and Rural Affairs (Defra) and the Welsh Government, as part of the implementation of the European Union Water Framework Directive. All domestic septic tanks in Wales need to be registered by December 2011. This is not currently a requirement in England pending the outcome of a joint Environment Agency/Government review. It is recommended all details are checked with the current owner as buyers in Wales may need to register before the deadline. Also note that the general binding rules for Septic tanks and discharge to the ground changed on January 1st 2015. Please visit https://www.gov.uk/guidance/general-binding-rules-small-sewage-discharge-to-the-ground for more details.

Question 2.2

Q2.2

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

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

✘ **No**

Guidance Notes

If the property was constructed recently the surface water drainage may be served by a Sustainable Drainage System (SuDS) which does not form part of the public sewer network. Further information may be available from the developer or Question 3.3 of the CON29 from the local authority. The connection status of the property listed in this search is based on information held on the billing records by the responsible water company. Sewerage Undertakers are not responsible for any private drains and private sewers that do not 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 but does not connect into the public sewerage system. 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 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.

Question 2.3

Q2.3

Is a surface water drainage charge payable?

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

✓ **No**

Guidance Notes

Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable. If the property was constructed recently the surface water drainage may be served by a Sustainable Drainage System (SuDS) which does not form part of the public sewer network. Further information may be available from the developer or Question 3.3 of the CON29 from the local authority.

Question 2.4

Q2.4

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

✓ **No**

The public sewer map does not indicate any public sewers, disposal mains or lateral drains within the boundaries of the property. 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.

Guidance Notes

The approximate boundary of the property has been determined by reference to the Ordnance Survey record. Please note it has not always been a requirement for such public sewers, disposal mains or lateral drains to be recorded on the public sewer map. Please note, however, that following the private sewer transfer on October 1st 2011 there are public sewers and lateral drains which are not recorded on the public sewer map but which may prevent or restrict development of the property. However, in this case we believe that it is unlikely that any unidentified public sewers, disposal mains or lateral drains will exist within the boundaries of the property.

Question 2.4.1

Q2.4.1

Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?

✓ **No**

The public sewer map does not indicate a public pumping station or other ancillary apparatus within the boundaries of the property. However, as of 1st October 2016, any pumping station that was contructed prior to 1st July 2011 and serves more than one property will become the responsibility of the sewerage undertaker. Although the sewerage undertaker has no record of any pumping station at this property there may be pumping stations which meet the adoption criteria which they are not aware of and are not recorded on the public sewer map.

Guidance Notes

The approximate boundary of the property has been determined by reference to the Ordnance Survey record. Please note that privately owned pumping stations built prior to 1st July 2011 which serve more than one property and pump to the existing public sewer are eligible for transfer into public ownership as of 1st October 2016. Pumping stations that serve a single property but sit outside the curtilage of that property will also be eligible for transfer. Please see Appendix 3 for further details. Any other ancillary apparatus is shown on the public sewer map and is referenced on the map key. A full glossary is also available on our website at www.severntrentsearches.com/glossary/

Question 2.5

Q2.5

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

No, See Details

The public sewer map indicates that there are no public foul sewers within 30.48 metres (100 feet) of a building within the property. However, following the private sewer transfer on October 1st 2011 private sewers were transferred into public ownership, and may not be recorded on the public sewer map. We believe that there are unlikely to be any unplotted public sewers within 30.48 metres (100 feet) of any buildings within the property.

Guidance Notes

The apparent absence of a public sewer within 100 feet of a building within the property is untypical. It may indicate that the property is connected to a substantial length of private drain, or has no connection to the public sewer. The owner of the property covered by this Report may have sole or shared liability for the drainage arrangements. We recommended that further investigation is made into the drainage arrangements for the property. However, the sewerage undertaker does not hold records of the location of these arrangements.

Question 2.5.1

Q2.5.1

Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres of any buildings within the property?

No

The public sewer map does not indicate a public pumping station or other ancillary apparatus within 50m of a building within the property. However, following the transfer of some private pumping stations into public ownership, from 1st October 2016 there may be public pumping stations which are not marked on the public sewer map.

Guidance Notes

The public sewer map shows the location of public pumping stations, pressurised mains and other ancillary apparatus. Please note that privately owned pumping stations built prior to 1st July 2011 which serve more than one property and pump to the existing public sewer are eligible for transfer into public ownership as of 1st October 2016. Pumping stations that serve a single property but sit outside the curtilage of that property will also be eligible for transfer. Pumping stations also have pressurised sewers associated with them and these may not be plotted on the public sewer map if the sewerage undertaker is unaware of the pumping station. The presence of a pumping station, pressurised rising main or other ancillary apparatus may restrict further development. Please see Appendix 3 for further details. Any other ancillary apparatus is shown on the public sewer map and is referenced on the map key. A full glossary is also available on our website at www.severntrentsearches.com/glossary/.

Question 2.6

Q2.6

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?

✓ **No**

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

Guidance Notes

The majority of private sewers and lateral drains subject to adoption agreements were transferred into public ownership from 1st October 2011 and there may therefore be additional public sewers other than those shown on the plan. Further details can be found in Appendix 3. Buyers should consult with the current owner to ascertain the extent of their liability for privately held assets.

Question 2.7

Q2.7

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?

✓ **No**

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.

Guidance Notes

Buildings or extensions erected over a public sewer, disposal main or lateral drain in contravention of building controls or which conflict with the provisions of the Water Industry Act 1991, may have to be removed or altered. Please note that from 1st October 2011 the majority of private sewers and lateral drains connected to the public network as of 1st July 2011 transferred into public ownership and there may therefore be formerly private sewers and lateral drains which will have been built over. Please visit www.severntrentsearches.com/category/sewer-transfer for further information.

Question 2.8

Q2.8

Is the building which is or forms part of the property at risk of internal flooding due to overloaded public sewers?

✓ **No**

The property is not recorded as being at risk of internal flooding due to overloaded public sewers.

Guidance Notes

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 Sewerage Undertaker is required to include in the Regulatory Register that is reported annually to the Water Services Regulation Authority. 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 Sewerage Undertaker'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. Please note that from 1st October 2011 the majority of private sewers and lateral drains connected to the public network as of 1st July 2011 transferred into public ownership. Details of formerly private sewers at risk from internal flooding are not recorded in the Regulatory Register and will not be added until a flooding occurrence. There may therefore be public sewers at risk from internal flooding that are not recorded on the "At Risk" register.

Question 2.9

Q2.9

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

✓ **See Details**

The nearest sewage treatment works is 2.233 KM to the North West of the property. The name of the nearest sewage treatment works is Leintwardine.

Guidance Notes

The nearest sewage treatment works will not always be the sewage treatment works serving the catchments 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 private sewage treatment works closer than the one detailed above that have not been identified.

Question 3.1

Q3.1

Is the property connected to mains water supply?

✘ **No**

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

Guidance Notes

The connection status of the property is based on information held on the billing records by the responsible water company. In this case we have been unable to find any billing records confirming a connection to the property from the mains water supply. If any current billing records can be provided to us confirming a connection for this service please provide this to us and we will amend the search accordingly. It is possible that the property may have a connection to the mains water supply but is not currently being billed for this service. If this is the case then the property owner should contact the responsible water company's billing department to arrange for the connection status to be checked and, if confirmed as connected, for the property to be brought into charge for this service. Should the billing records be amended, we will be pleased to amend the report, free of charge, upon request. Alternatively, this property maybe connected to a private water supply or indirectly supplied by a third party who is connected to the public water supply and it is recommended this is checked with the current owner. Details of private supplies or third party private arrangements are not kept by the Company.

Question 3.2

Q3.2

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

✓ **No, See Details**

The map of waterworks provided by: Welsh Water.

The map of waterworks was provided and records do not indicate any water mains, resource mains or discharge pipes within the boundaries of the property.

Guidance Notes

The approximate boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public water main, resource main or discharge pipe within the boundary of the property may restrict further development within it. Water Undertakers have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Company or its contractors needing to enter the property to carry out work.

Question 3.3

Q3.3

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?

✓ **No**

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.

Guidance Notes

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

Question 3.4

Q3.4

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

✓ **No**

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.

Guidance Notes

'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 Water Services Regulation Authority 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).Water Companies 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 (mst). 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 mst 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 Company 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. Companies 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 Companies may exclude, for each property, up to five days of low pressure caused by peak demand. Planned maintenance: Companies 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, Companies 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.

Question 3.5

Q3.5

What is the classification of the water supply for the property?

✓ **See Details**

The water supply to the area in which the property is situated has an average water hardness of 59 mg/l calcium which is defined as SLIGHTLY HARD by Welsh Water.

Guidance Notes

Neither hard nor soft water is considered to pose any risk to health. Hardness comes from naturally occurring calcium and magnesium mineral salts which are dissolved from the rocks through which rain water flows. Hardness is expressed as the equivalent amount of calcium carbonate in parts per million (mg/l). Hard water causes scaling in hot water systems, kettles, electric irons and domestic appliances. Scaling of heating elements may shorten their life and may make appliances less efficient. More information is available on the water undertaker's website.

Water hardness can be expressed in various indices for example the hardness settings for dishwashers are commonly expressed in Clark"s degrees, but check with the manufacturer as there are also other units. The following table explains how to convert mg/l calcium and mg/l calcium carbonate classifications.

TO CONVERT FROM:	TO CLARK DEGREES	TO FRENCH DEGREES	TO GERMAN DEGREES
mg/l calcium	multiply by 0.18	multiply by 0.25	multiply by 0.14
mg/l calcium carbonate	multiply by 0.07	multiply by 0.10	multiply by 0.056

Question 3.6

Q3.6

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

✓ **N/A**

Records indicate that the property is not served by a water meter. Where the property is not served by a meter and the customer wishes to consider this method of charging they should contact:

Welsh Water
PO Box 690
Cardiff
CF3 9WL

Tel 0800 052 0145

http://www.dwrcymru.com

Question 4.1.1

Q4.1.1

Who is responsible for providing the sewerage services for the property?

✓ **See Answer**

The Sewerage Undertakers for the area are:

Severn Trent Water
PO Box 5310
Coventry
CV3 6SD

Tel: 0345 7500 500 For Billing Enquiries only
Tel: 0345 7090 646 For Metering Enquiries only
Tel: 0115 971 3550 For Search Enquiries only

http://www.stwater.co.uk

Question 4.1.2

Q4.1.2

Who is responsible for providing the water services for the property?

✓ **See Answer**

The Water Undertakers for the area are:

Welsh Water
PO Box 690
Cardiff
CF3 9WL

Tel 0800 052 0145

http://www.dwrcymru.com

Question 4.2

Q4.2

Who bills the property for sewerage services?

✘ **N/A**

The property is not billed for sewerage services.

Question 4.3

Q4.3

Who bills the property for water services?

✘ **N/A**

The property is not billed for water services.

Question 4.4

Q4.4

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

Not Charged

Records indicate that this property is not currently charged for sewerage and water services

Guidance Notes

Water and Sewerage Companies full charges are set out in their charges schemes which are available from the Company free of charge upon request.

Question 4.5

Q4.5

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

No

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

Guidance Notes

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

Appendix 1

Terms and Expressions in this Report

'the 1991 Act' means the Water Industry Act 1991[61];

'the 2000 Regulations' means the Water Supply (Water Quality) Regulations 2000[62];

'the 2001 Regulations' means the Water Supply (Water Quality) Regulations 2001[63];

'adoption agreement' means an agreement made or to be made under Section 51A(1) or 104(1) of the 1991 Act[64];

'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 31st December;

'discharge pipe' means a pipe 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 substance 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[65];

'licensed water supplier' means a company which is the holder for the time being of a water supply license under Section 17A(1) of the 1991 Act[66];

'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 Undertakers 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[67] 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[68], 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[69]; (b) by virtue of a scheme under Schedule 2 to the 1991 Act[70]; (c) under Section 179 of the 1991 Act[71]; or (d) otherwise;

'public sewer map' means the map made available under Section 199(5) of the 1991 Act[72];

'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 zone' 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,

'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.

In this Report, 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.

Appendix 2

Residential Drainage and Water Search Complaint Procedure

As a minimum standard Severn Trent Searches, PO Box 10155, Nottingham, NG1 9HQ:

Will endeavour to resolve any telephone contact or complaint at the time of the call. However, if that isn't possible, we will investigate and research the matter in detail and provide a written response within 5 working days of receipt of your complaint.

Depending on the scale of investigation required, we will keep you informed of the progress and update you with new timescales if necessary.

If we fail to give you a written substantive response within 5 working days Severn Trent Searches will compensate our client the original fee paid for a Severn Trent CON29DW Drainage and Water enquiry, regardless of the outcome of your complaint.

If we find your complaint to be justified, or we have made any errors that substantially change the outcome in your search result, we will automatically refund the search fee to the ordering party. We will provide them with a revised search and also undertake the necessary action, as within our control, to put things right as soon as practically possible. Customers will be kept informed of the progress of any action required.

If the search takes us longer than 10 working days to complete and we have not communicated the reasons for the delay we will provide the search free of charge.

A complaint will normally be dealt with fully within 20 working days of the date of its receipt. If there are valid reasons for the consideration taking longer you will be kept fully informed in writing or via telephone or email, as you prefer, and receive a proposed solution or final response at the very latest within 40 working days.

If you are still not satisfied with our response or action we will refer the matter to a Senior Manager/ Company Director for resolution. At your request we will liaise with a representative acting on your behalf.

If you are not satisfied with the resolution offered in the final response or the timescale* within which the final response or proposed solution was issued, you may refer the complaint to an independent body of your choice. We will co-operate fully with the independent adjudicator during the consideration of a complaint and comply with any decision.

*40 working days

Complaints should be sent to:
Customer Services
Severn Trent Searches
PO Box 10155, Nottingham, NG1 9HQ.
Tel: 0115 971 3550
Email: enquiries@severntrentsearches.com

Appendix 3

Private sewer transfer - notes for property owners and conveyancers

The Transfer

The private sewer transfer occurred in October 2011, and was designed to bring the majority of private sewers in England and Wales into public ownership.

Drains, lateral drains and sewers - definitions
A drain is a disposal pipe serving a single property or properties (such as flats) within a single curtilage. A lateral drain is any section of that drain which extends beyond the curtilage of the property. A sewer is a disposal pipe serving two or more separate properties. Full legal definitions of these terms can be found in Appendix 1.

Assets transferred into public ownership
The majority of all sewers and lateral drains that were connected to the public system prior to 1st July 2011 transferred into public ownership on 1st October 2011. Water companies were given five years to identify and adopt private pumping stations and associated apparatus, ending in October 2016.

Assets not transferred into public ownership
Some assets were excluded from the transfer, including:
Any assets not connected prior to 1st July 2011. These will transfer under a secondary scheme at a later date.
Drains within the boundary of the property they serve.
Sewers on Crown Land (such as prisons) where notice has been received from the relevant authority that the sewers should be exempt.
Sewers owned by Railway Authorities.
Sewers and drains which do not discharge to the public system, such as Sustainable Drainage Systems.
Drainage systems contained within a single property curtilage (e.g. retail parks, caravan parks).
Private Pumping stations and associated pressurised mains which serve one property.
Sewers where the owner successfully appeals to OFWAT to retain ownership (see below).
Private treatment works, septic tanks and cesspits.

Appeals
Any owner of a private sewer, lateral drain or pumping station had the right to appeal of OFWAT to retain ownership. These had to be lodged before 30th September 2011* OFWAT then determined whether the asset in question should be exempt from the transfer. During the appeal process, assets remained private.

*Appeals process differs slightly for pumping stations, Visit OFWAT's website for more details (ofwat.gov.uk).

Procedures for new sewers

The Flood and Water Management Act 2010
Once Section 42 of the Flood and Water Management Act 2010 comes into force, adoption of all new sewers which connect to the public network will be mandatory. A new national Mandatory Build Standard will also be introduced specifying the standards to which new sewers must be built.

Issues for property owners

Liability
Since the transfer, the majority of property owners have a greatly reduced liability for repairs to the drainage system. Should the search indicate the property is not connected to mains drainage or that there are no public assets nearby, it is recommended that further investigations be made into the drainage arrangements, as the property owner may have a substantial liability.

Sewers within property boundaries
The transfer resulted in a greater number of public sewers and lateral drains within property boundaries, many of which are not plotted on the Public Sewer Map. Property owners need to be aware that Severn Trent Water have statutory rights of access to land where their assets are located should they need to access the mains.
There are also formerly private sewers which have been built over without the Sewerage Undertaker's consent. Providing normal planning procedures were followed, this should not present any significant issues, although property owners need to be aware that the Sewerage Undertaker may need to access the sewer.

Developing Properties
Building over or close to a public asset requires consent from Severn Trent Water. This includes transferred private sewers and lateral drains within property boundaries. Full details can be found on the Severn Trent Water website. Should you wish to develop a property, Severn Trent Searches are able to arrange a survey of both private and public drainage systems. This survey meets the required standard to accompany an application to build over or close to a public sewer made to Severn Trent Water.

What to do if there is a blockage in the Sewer within the property boundary
If there is a problem with a pipe within the property boundary, the occupier should call Severn Trent Water on 0800 783 4444. The Sewerage Undertaker will then decide whether this is a private matter or if they are responsible. The Sewerage Undertaker may charge the homeowner for clearing a blockage etc for which they are not responsible. Any works needed would be agreed beforehand.

Updates to the CON29DW

Section 104 sites
The transfer applied to sites undergoing adoption under Section 104 of the Water Industry Act (1991). However, some assets on these sites, such as pumping stations, sewers connected after July 2011 and surface water sewers not connecting to the public system, were not included in the transfer. In these circumstances the search will continue to show a Section 104 agreement in place.

Sewers and lateral drains within property boundaries
Because private sewers were not previously required to be recorded on the public sewer records there are circumstances when we are unable to confirm the location of transferred sewers. On these occasions, the CON29DW report will advise as to whether there is likely to be a public asset within the boundary.

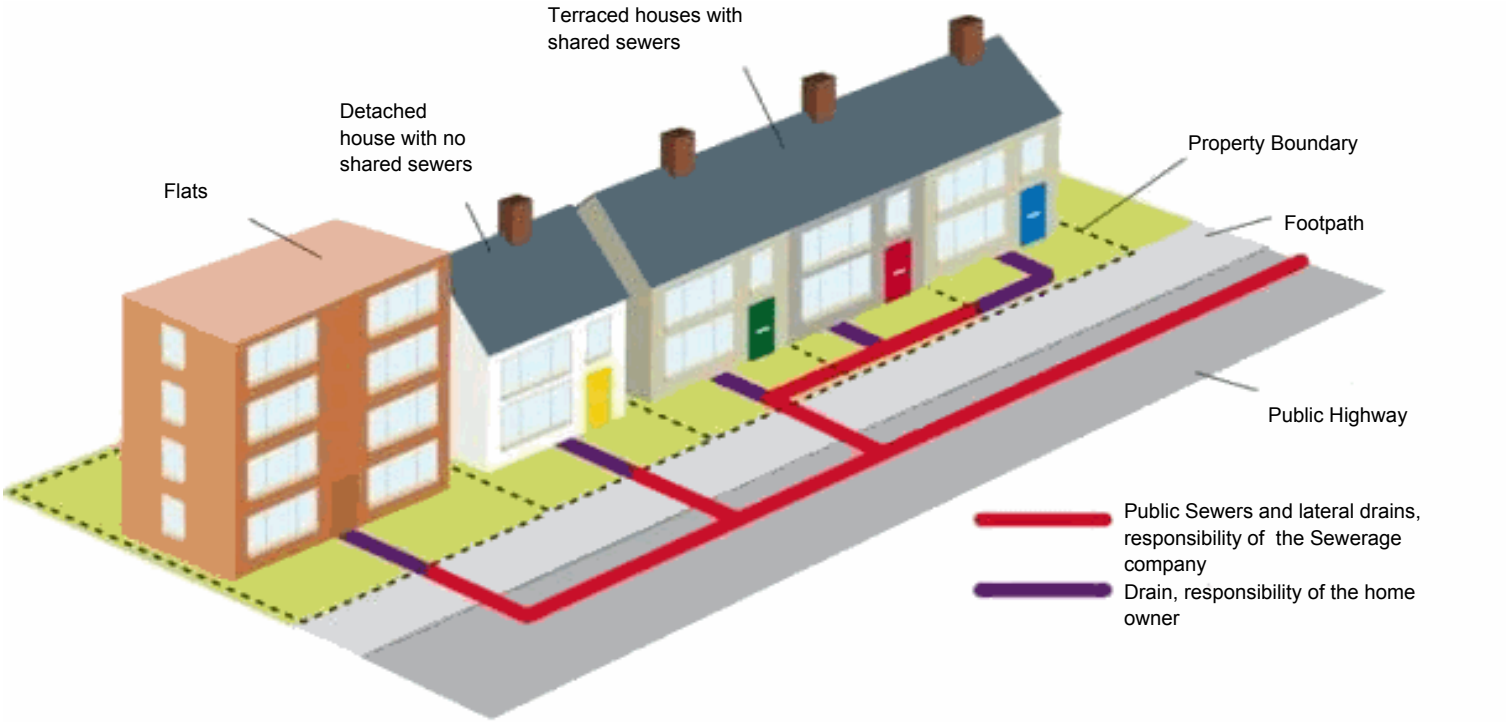
Proximity of sewers to the property
The majority of properties - particularly within urban areas - will have public sewers within 100 feet (30.48 metres). In the case of transferred assets not being shown on public sewer record, there will be occasions when we are unable to confirm this. In these circumstances we will advise whether there are likely to be assets in close proximity to the property. The absence of nearby public sewers could result in a property owner having a substantial liability for repairs to the drainage system.

Building over public sewers
A number of formerly private sewers have been built over and are now the responsibility of Severn Trent Water. Although the search will highlight whether there has been a build over enquiry to Severn Trent Water, this will only apply to sewers which were public at the time of development.

Sewer flooding
Whilst the search will still report the risk of sewer flooding to a property, following the transfer there is the possibility of sewer flooding from transferred sewers which will not have been previously recorded. The register will be updated as and when there is an occurrence.

Pumping Stations
The search indicates whether a transferred pumping station is located either within a property boundary, or within 50 metres of the property. Transferred pumping stations - which will not always have been built to Severn Trent Water's standards - initially require regular inspection and maintenance, which may prove disruptive. On occasion, there may be private pumping stations of which we are unaware. In these instances, please contact Severn Trent Water on 0800 783 444 or email privatepumpingstations@severntrent.co.uk

Typical Examples This diagram reflects some common scenarios following the sewer transfer.



Terraced Properties
It is common for terraced properties to have a public sewer passing within the property boundary. There are some exceptions, such as an end terrace upstream of neighbouring properties as the section of drain will only serve that one property and so will remain private. Besides the situation shown in the diagram, a common alternative arrangement is for terraced houses to be served by a shared sewer to the rear which may also run in passageways between properties to join the main sewer in the highway.

Semi-detached
The majority of semi-detached properties are connected to the public sewer via a shared connection. The section of drain which serves both properties is now public. Typically, the public sewer will be within the boundary of the property which is downstream on the drainage system as most sewers work on a gravity system.

Detached Properties
It is common for most detached properties to be connected to the public sewer via a direct connection. Therefore, for many detached properties it is unlikely that assets within the boundary of the property will have transferred. But the individual drainage arrangements at a specific property should be checked if details are required.

Flats/Apartments
Any shared drainage systems within a property curtilage remain private. This means with flats, only drains and sewers outside the boundary have transferred.

Appendix 4 DRAINAGE & WATER ENQUIRY (DOMESTIC) TERMS AND CONDITIONS

These Terms govern the basis on which the Report is supplied and the basis upon which the Customer and the Client have relied upon the Report.

Definitions

'Apparatus' means the sewers, disposal mains or lateral drains, water mains, resource mains or discharge pipes and associated infrastructure for which an Undertaker holds statutory responsibility under the Water Industry Act 1991 shown on the map attached to the Report;
'Client' means the person who is the intended recipient of the Report with an actual or potential interest in the Property including their mortgage lender.
'Company' means Severn Trent Property Solutions, the company producing the Report.
'Customer' means the person placing the Order, either on its own behalf as Client, or, as an agent for or a reseller to a Client.
'Order' means any request completed by the Customer requesting the Report in accordance with the Company's order procedure.
'Report' means the drainage and/or water report prepared by the Company in respect of the Property.
'Partner Undertakers' means Severn Trent Water Ltd, Hafren Dyfrdwy Ltd or South Staffordshire Water Plc.
'Person' means any individual, firm, body corporate, unincorporated association or partnership.
'Property' means the address or location supplied by the Customer in the Order which satisfies one or more of the requirements set out in paragraph 2.1.
'Purpose' shall have the meaning set out in paragraph 2.2.
'Terms' means these Drainage and Water Enquiry (DOMESTIC) Terms and Conditions.
'Third Party Undertaker' means any Undertaker other than a Partner Undertaker.
'Undertaker' means a Sewerage and/or Water Undertaker (both as defined in the Water Industry Act 1991) providing water and sewerage services.

1. Agreement

1.1 The Company agrees to supply the Report to the Customer and, if applicable, the Customer shall provide the Report to the Client, subject to these Terms to the exclusion of all other terms and conditions including any terms and conditions which the Customer and/or Client purports to apply under any Order, confirmation of Order or any other document. The scope and limitations of the Report are described in paragraph 2 of these Terms.
1.2 Where the Customer is not the Client, then the Customer shall ensure that these Terms are brought to the attention of the Client on or prior to the Customer placing the Order and that the Terms are provided with any copy of the Report provided by the Customer to the Client. The Customer is responsible for making sure that the Client is aware of the limitations and exclusions that are contained in these Terms and must draw the Client's attention to any disclaimers set out in the Report.
1.3 The Customer agrees that the placing of an Order for a Report indicates its acceptance of these Terms.
1.4 Where the Customer is placing an Order on behalf of a Client, it warrants and represents to the Company that it is authorised to accept these Terms on behalf of the Client and to bind the Client to these Terms.

2. The Report

2.1 This Report (unless it is for a Residential Multisite CON29DW Drainage & Water Enquiry) should only be used where the Property, which is the subject of the Report, is:
2.1.1 a single, residential, domestic property
2.1.2 land or buildings being or to be developed as a single, residential, domestic property.
2.1.3. not for carrying out any trade, business or commercial activities.
2.2 The Report is produced solely for use by the Client for the intended purpose of the Report (the "**Purpose**"). The Purpose is the identification of the location and connection of existing drainage (save that which is identified in clause 2.3.7) and/or water services at the Property in relation to the individual domestic property transaction in respect of the Property which is in the contemplation of the Client at the time of ordering the Report the Company shall not be liable in any circumstances in connection with the Report if it is used for any other purpose.
2.3 Whilst the Company will use its reasonable skill and care in producing the Report, it is provided to the Customer on the basis that the Customer and the Client acknowledge and agree to the following:-
2.3.1 the information contained in the Report details only the location and connection of existing drainage and/or water services at the Property at the date stated in the Report;
2.3.2 the Company's obligation in respect of the Report is to correctly reproduce and compile the information provided by the Partner Undertakers and any Third Party Information (in accordance with paragraph 3.5);
2.3.3 the Report does not give details about the actual state or condition of the Property or the existing drainage and/or water services nor should it be used or taken to indicate 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 if the Customer or the Client requires;
2.3.4 the information contained in the Report is dependent upon the accuracy of the information supplied by the Customer or Client including, but not limited to the address of the Property and any plan of the Property;
2.3.5 the statements in the Report marked as "Guidance Notes" are intended to be general statements and advice in addition to the report on the Property. The Company cannot ensure that any such guidance notes are accurate, complete or valid and accepts no liability for such general statements and advice provided; and
2.3.6 the position and depth of any Apparatus shown on any maps attached to the Report is approximate, and is intended as a general guide only and no warranty as to its correctness is given or implied and the Company shall have no liability for any inaccuracy in respect of the position of the Apparatus shown on any map. 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 Apparatus.
2.3.7 subject to the terms of this agreement, the Company is not liable to the Customer or the Client where the report does not provide details about the private sewers, drains, lateral drains, pumping stations and any associated apparatus that have transferred into the Undertaker and/or Partnership Undertaker's and/or the Third Party Undertaker's ownership as a direct result of the 'The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011' and which are not shown on the public sewer record at the point at which the search was completed.
2.4 The Client and/or Customer shall notify the Company as soon as is practicable if it becomes aware of any defect or inaccuracy in the Report.

3. Limitation of Liability

3.1 The Company does not exclude its liability (if any) to the Customer and/or the Client:
3.1.1 for personal injury or death resulting from the Company's negligence;
3.1.2 for any matter for which it would be illegal for the Company to exclude or to attempt to exclude its liability;
3.1.3 for fraud or fraudulent misrepresentation;
3.1.4 for breach of its obligations arising under Section 2 Supply of Goods and Services Act 1982; or
3.1.5 arising under Section 2(3) Consumer Protection Act 1987.
3.2 Subject to paragraph 3.1 the Company accepts no responsibility for and excludes its liability (whether for breach of contract, negligence or any other tort, under statute or statutory duty, restitution or otherwise at all) for:
3.2.1 any inaccuracy or error in the Report based on incomplete or inaccurate information supplied by the Customer and/or the Client;
3.2.2 any use of the Report by the Customer for any purpose other than the Purpose;
3.2.3 any inaccuracy or error in information provided by any Third Party Undertaker; or
3.2.4 any change in the location and connection of existing drainage and/or water services at the Property after the date stated in the Report.
3.3 The Company shall not be in breach of these Terms or otherwise liable to the Customer and/or the Client for any failure to provide or delay in providing the Report to the extent that such failure or delay is due to an event or circumstance beyond the reasonable control of the Company including but not limited to any delay, failure of or defect in any machine, processing system or transmission link or any failure or default of a supplier or sub-contractor of the Company or any provider of any third party Information except to the extent that such failure or delay is caused by the negligence of the Company.
3.4 Where the Customer sells this Report to a Client under its own name or as a reseller of the Company (other than in the case of a bona fide legal adviser recharging the cost of the Report as a disbursement) the Company shall not in any circumstances (whether for breach of contract, negligence or any other tort, under statute or statutory duty, restitution or otherwise at all) be liable to the Customer for any loss (whether direct, indirect or consequential loss (all three of which terms include without limitation, pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss)) or damage whatsoever caused in respect of the Report or any use of the Report or reliance placed upon it and the Customer shall indemnify and keep indemnified the Company in respect of any claim by the Client that the Company may incur or suffer.
3.5 Where the Property falls within a geographical area where two or more different Undertakers provide water and sewerage services, the Company shall use extracts from reports provided by Third Party Undertakers in respect of the part of the Property that falls within the provision of services by Third Party Undertakers and such information shall not be produced specifically for the Company ("**Third Party Information"**). Liability for accuracy of the Third Party Information used for the purpose of the Report will remain with that Third Party Undertaker and is subject to the Third Party Undertakers' terms and conditions of supply of such reports. The Company gives no warranty as to the correctness, accuracy or completeness of the Third Party Information and provided that the Company reproduces the Third Party Information in the Report correctly, the Company excludes all liability (whether for breach of contract, negligence or any other tort, under statute or statutory duty, restitution or otherwise) for any Third Party Information, subject to clause 3.1 and 3.2

4. Copyright and Confidentiality

4.1 The Customer acknowledges and where the Customer is not the Client, the Customer shall procure that the Client acknowledges that the Report is confidential to the Customer and/or the Client and may only be used by the Customer and/or the Client for the Purpose and the proper performance of these Terms.
4.2 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 or the Client except to the extent expressly provided in these Terms. The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose not anticipated by the Report.
4.3 The Customer and the Client are entitled to make copies of the Report for the Purpose but may only copy Ordnance Survey mapping or data contained in or attached to the Report if it has an appropriate licence from the originating source of that mapping or data.
4.4 The Customer agrees and where the Customer is not the Client, the Customer shall procure that the Client agrees, (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.
4.5 The enquiries contained in the Report are protected by copyright owned by the Law Society of 113 Chancery Lane, London WC2A 1PL and must not be used for any purpose outside the context of the Report.
4.6 The Customer agrees and where the Customer is not the Client, the Customer shall procure that the Client agrees to indemnify and keep indemnified 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.
4.7 The obligation to procure the compliance of the Client to the obligations set out in this paragraph 4 and in paragraph 6.5 shall not apply to Customers who are bona fide legal advisers recharging the cost of the Report to the Client as a disbursement.

5. Payment

5.1 Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay 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.

6. General

6.1 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.
6.2 Any failure by the Company to enforce any breach of the Terms shall not be deemed to be a waiver of any future breach of the Terms by the Customer or Client.
6.3 These Terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
6.4 Nothing in these Terms shall in any way restrict the Customer or Client's statutory or any other rights of access to the information contained in the Report.
6.5 The Company and the Customer agree and where the Customer is not the Client, the Customer shall procure that the Client agrees that these Terms contain all the terms which the Company and the Customer and/or the Client have agreed in relation to the subject matter of these Terms and supersede any prior written or oral agreements, representations or understandings between any of them in relation to such subject matter. Nothing in this paragraph 6.5 will exclude any liability which one party would otherwise have to another party in respect of any statements made fraudulently.
6.6 The Company may assign, delegate, licence, hold on trust or sub-contract all or any part of its rights and obligations under these Terms. The Customer/Client is not permitted to assign all or any part of its rights and obligations under these Terms and/or under the Report.

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90mm HPPE

130.5m

NACKLESTONE FARM

GP

90mm HPPE

Search Area

1 NACKLESTONE BUNGALOW

2 NACKLESTONE BUNGALOW

Nacklestone

Bungalows

3 NACKLESTONE BARNS

Willow Herb

House

Landmark INFORMATION

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: None Identified

Refer to Section 2 for further information

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

Radon: 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: IDENTIFIED **See Section 5a**

Report issued for the property at
2 Nacklestone Bungalow,
Leintwardine
CRAVEN ARMS
SY7 0LZ

Report Reference
191335325_1_1

National Grid Reference
342300 272140

Customer Reference
LC3270_HCP

Report Date
17 January 2019

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 £60,000 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.

Homecheck Environmental

Professional Opinion
Contamination Risk

PASSED

In the professional opinion of Argyll Environmental Consultants, the level of contamination risk associated with the information disclosed in the Homecheck Professional report dated 17th January 2019 and reference 191335325_1_1, LC3270_HCP for

2 Nacklestone Bungalow, Leintwardine
CRAVEN ARMS
SY7 0LZ

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

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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	No	1c
Known Pollution Incidents	No	No	No	1d
Other Potential Contaminative Land Uses	No	**Yes**	n/a	1e

Section 2: Flood Findings

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

Section 3: Radon Findings

Radon	Result	See Section
Radon Affected Property	**Yes**	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	**Yes**	5a

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Site Location

Aerial Photograph

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

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Location Map

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

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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: **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

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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

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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

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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?	**No**

Map ID	Reference	Location	Details	Distance	Contact

Local Authority Pollution Prevention and Controls

No factors identified for this property

Local Authority Integrated Pollution Prevention And Control

No factors identified for this property

Integrated Pollution Controls

No factors identified for this property

Environmental Permitting Regulations - Industry

No factors identified for this property

Consent to Discharge to Controlled Waters

No factors identified for this property

Radioactive Substances Register

No factors identified for this property

Planning Hazardous Substance Consents

No factors identified for this property

Control of Major Accident Hazards Sites (COMAH)

No factors identified for this property

Notification of Installations Handling Hazardous Substances (NIHHS)

No factors identified for this property

Explosive Sites

No factors identified for this property

Section 1d: **Known 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**

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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

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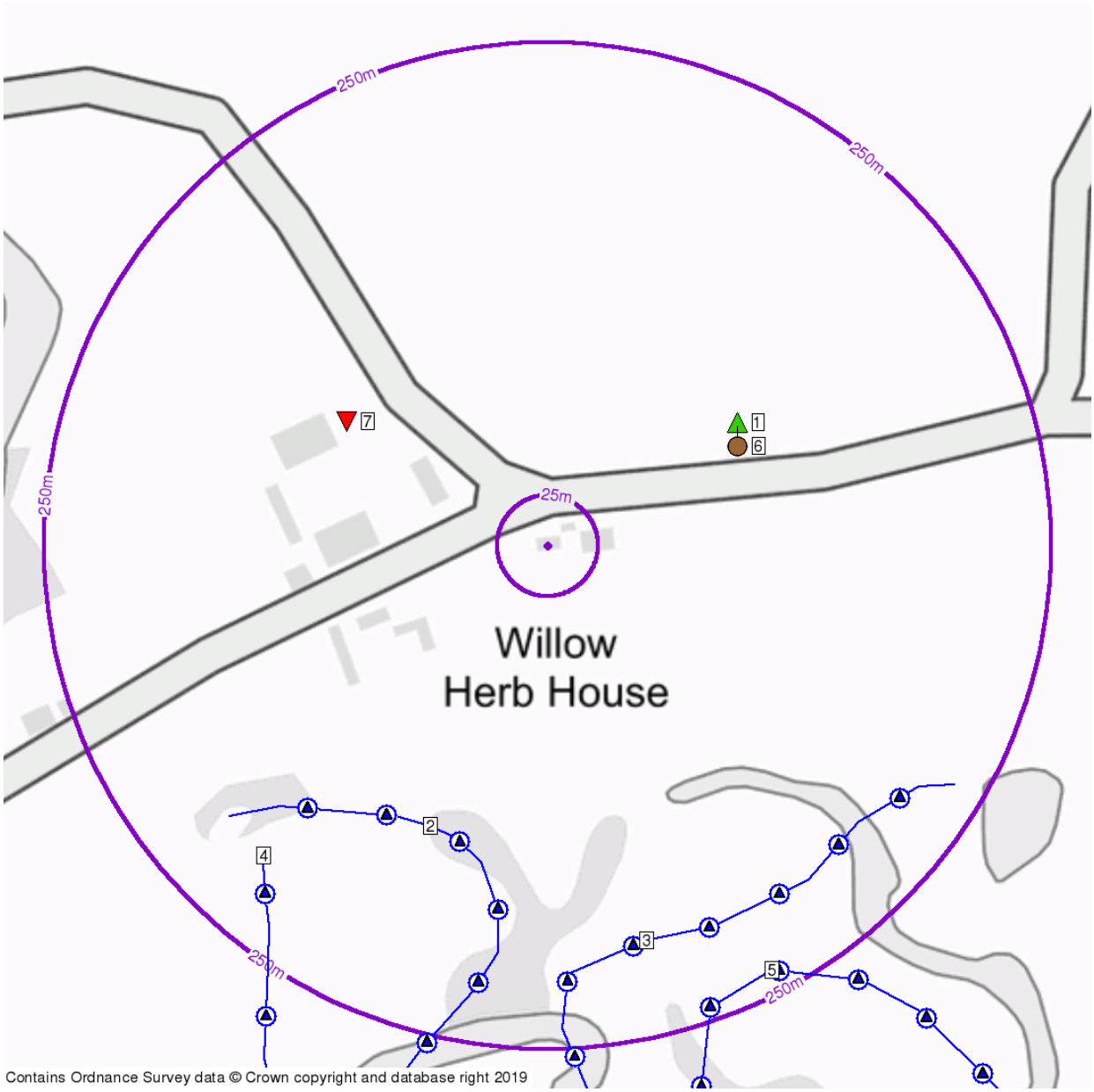
Section 1e: **Information Map**

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



- Fuel Station Entries
- Contemporary Trade Directories
- Former Marshes
- Historical Tanks and Energy Facilities
- Potentially Infilled Land (Non-Water)
- Potentially Infilled Land (Water)
- Potentially Contaminative Industrial Uses (Past Land Use)

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Section 1e: **Other Potential Contaminative Land Uses**

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

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

Map ID	Reference	Location	Details	Distance	Contact
Fuel Station Entries					
	No factors identified for this property				
Contemporary Trade Directory Entries					
	No factors identified for this property				
Former Marshes					
	No factors identified for this property				
Potentially Infilled Land (Non-Water)					
1	Not Supplied	Not Supplied	Unknown Filled Ground (Pit, quarry etc) **Map Published Date:** 1982	112m	-
Potentially Infilled Land (Water)					
2	Not Supplied	Not Supplied	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) **Map Published Date:** 1964	151m	-
3	Not Supplied	Not Supplied	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) **Map Published Date:** 1964	203m	-
4	Not Supplied	Not Supplied	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) **Map Published Date:** 1904	209m	-
5	Not Supplied	Not Supplied	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) **Map Published Date:** 1904	239m	-
Potentially Contaminative Industrial Uses (Past Land Use)					
6	Not Supplied	Not Supplied	**Class:** General quarrying **Map Published Date:** 1889	112m	-
Historical Tanks And Energy Facilities					
7	Not Supplied	Not Supplied	**Type:** Tanks **Positional Accuracy:** Positioned to location of cartographic text **Date of Mapping:** 1975	119m	-

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.

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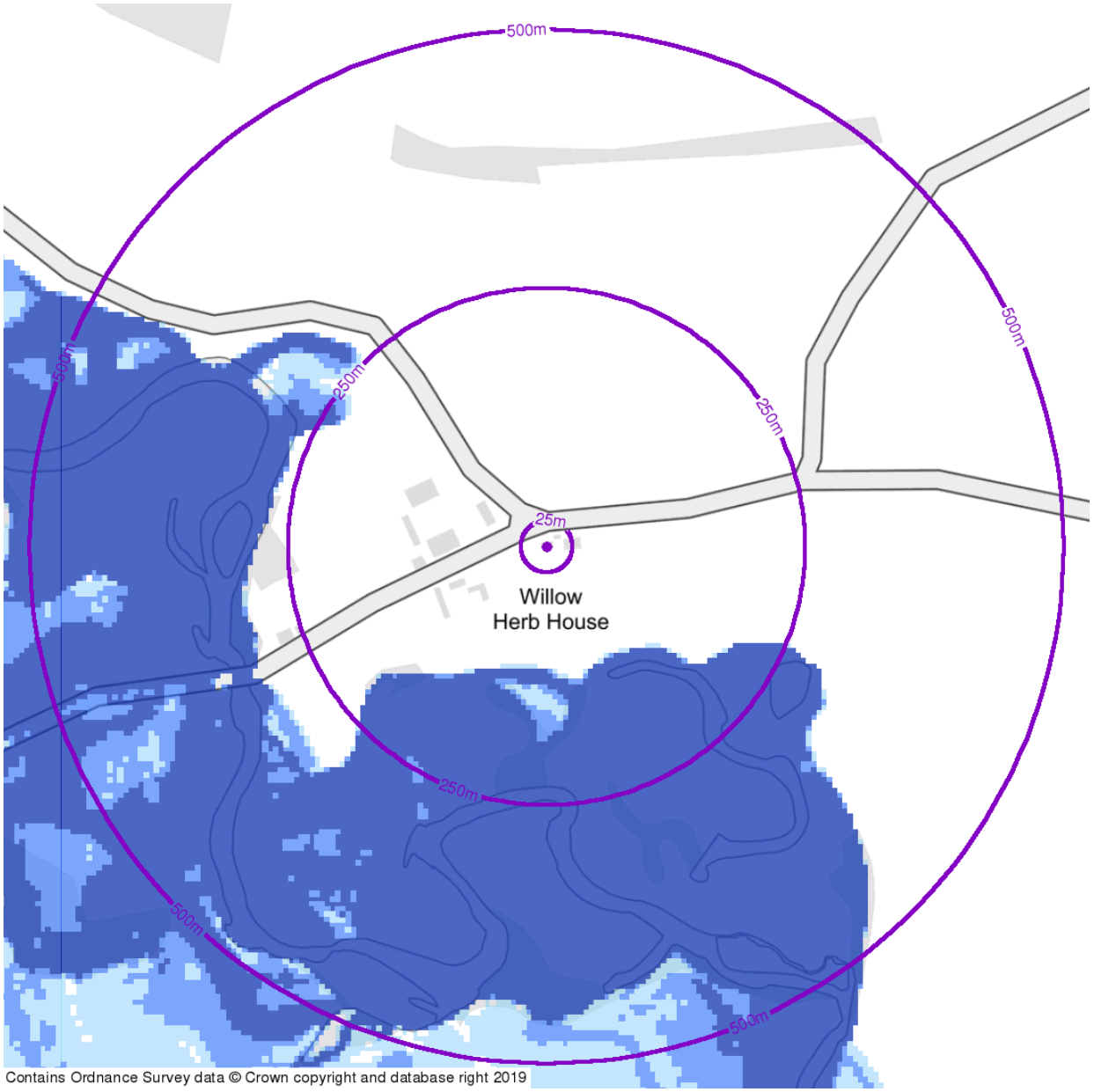
Section 2: **Flood Findings**

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

1 in 1000 year return
1 in 200 year return
1 in 75 year return

Coastal Flooding

1 in 1000 year return
1 in 200 year return
1 in 75 year return

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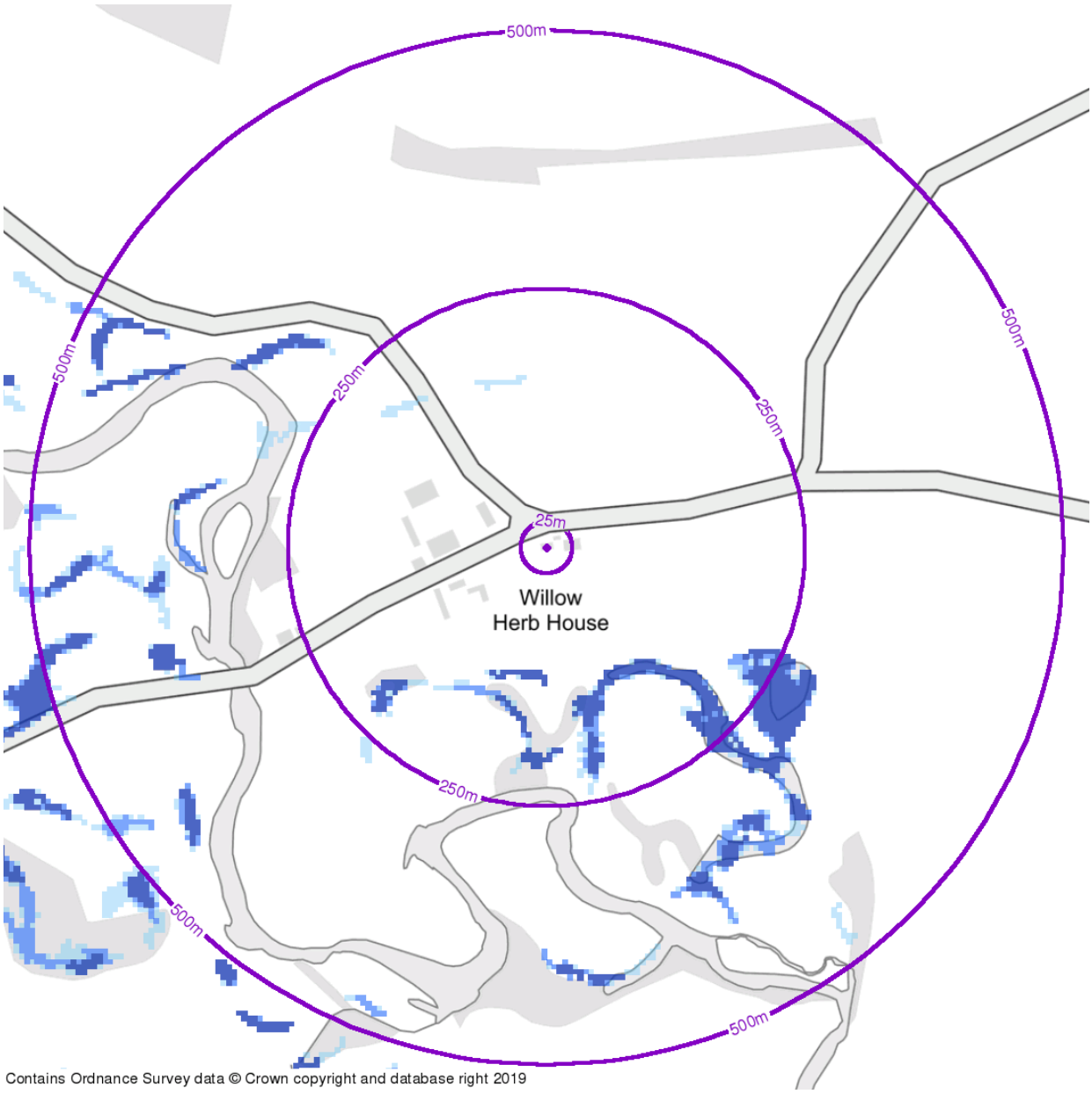
Section 2c: **Surface Water Flood Map**

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

1 in 1000 year return
1 in 200 year return
1 in 75 year return

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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?	**Yes**	-

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 Homecheck Professional 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 2008-2019

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 radon affected area, as between 1 and 3% of homes are above the action level**	1
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**	1

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.

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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**	-

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.

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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?	**Yes**

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					
	Name: River Teme **Reference:** 2000102	N/A	**Total Area (m2):** 4409190.06	128m	2
Special Areas of Conservation					
	No factors identified for this property				
Special Protection Areas					
	No factors identified for this property				

Next Steps

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

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Useful Contacts

Contact 1 - 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 2 - Natural England

County Hall
Spetchley Road
Worcester
WR5 2NP

Tel: 0300 060 3900

enquiries@naturalengland.org.uk
www.naturalengland.org.uk

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:

Map data
Environment Agency
The Coal Authority
British Geological Survey
NATURAL ENVIRONMENT RESEARCH COUNCIL
JBA risk management
Cyfoeth Naturiol Cymru Natural Resources Wales
SearchCode™
COPSO EXECUTIVE MEMBER
The Property Ombudsman Consumer Redress

Report Version: HCP v1.0.4.5

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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.

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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.

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The Purpose and Scope of the Report

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

Limitations

This report has been published by Landmark Information Group Limited ("Landmark") and is supplied subject to our Terms and Conditions of Business, which can be found at http://www.landmarkinfo.co.uk/Terms/Show/515. It has been prepared on the understanding that it is to be used for an individual residential property transaction and should not be used or relied upon in a commercial property transaction. This report is neither a guarantee of the physical condition of the subject property nor a substitute for any physical investigation or inspection. The information in Homecheck Professional is derived from a number of statutory and non-statutory sources (see The Practitioner Guide for details). Whilst every effort is made to ensure the details in the report are correct, Landmark cannot guarantee the accuracy or completeness of such information or data, nor identify all the factors that may be relevant. If you are a private individual using this report Landmark recommends that you discuss its contents in full with your professional advisor. The methodology for risk assessment and the conclusions drawn therefrom are the responsibility of Argyll Environmental Consultants.

Insurance

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.

Landmark Standard Terms and Conditions

Full Terms and Conditions can be found on the following link: http://www.landmarkinfo.co.uk/Terms/Show/515
If you experience difficulties accessing our Terms and Conditions, please copy and paste the link directly into your browser, you will then be able to access our Terms and Conditions from there. Should you still experience difficulties, please telephone our Customer Service Team on 0844 844 9966.

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Search Code

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Landmark Information Group Ltd, Imperium, Imperial Way, Reading, Berkshire, RG2 0TD. Telephone: 0844 844 9966, Fax No: 0844 844 9980, email: helpdesk@landmark.co.uk 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 Code will:

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

COMPLAINTS

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

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

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

Search Code

COMPLAINTS PROCEDURE

If you want to make a complaint, we will:

- Acknowledge it within 5 working days of its 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:

Head of Customer Relations
Landmark Information Group Ltd
Landmark UK Property
Imperium
Imperial Way
Reading
RG2 0TYD

Telephone: 0844 844 9966

E-mail: 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, E-mail: admin@tpos.co.uk.

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

Certificate

Certificate Details

Certificate Number	**7621570**
Issue Date	**22/01/2019**
Client Ref	**LC3270**
Address	**2 Nacklestone Bungalow, Blackridge, Leintwardine, Shropshire, SY7 0NA**

We hereby certify that, based upon historical parish and tithe district boundaries, third party data and the relevant documentation found at The National Archives, the property is within a tithe district or Parish that has no record of risk of chancel repair liability.

No-one involved in the production of this report has any relationship with any party involved in the sale of the property.

The service is only available for properties in England and Wales. The data used to identify potential risk is derived from an academic study of historical parish boundaries and the relevant documentation pertaining to potential chancel repair liability held at the National Archive.

"No record of risk" means:

a) no record of risk is held by The National Archives within the relevant Inland Revenue Indices for the subject parish;

b) the property is within a parish with evidence of risk but the property is situated within a tithe district that has no risk per the records described above;

c) the record held by the National Archive details that the total liability is held by the Church Commissioners, Cathedrals and/or educational establishments.

When purchasing land from any of these parties please enquire with them directly regarding this liability. It should be noted that this service searches against a 25 metre radius from the identified address point of the subject building in order to establish the location in respect of the relevant historical boundary.

ChancelCheck® is provided with the benefit of a Search Insurance policy offering cover up to a market value of £2m where pre-existing matter adversely affects the result of the **ChancelCheck®** provided on the property.

Terms and Conditions

This Certificate is prepared by CLS Property Insight Limited ('CLS') and is subject to the following Terms and Conditions:

Business Clients **Visit:** https://www.clsl.co.uk/Content/PDFs/Website/TermsConditions-B2B.pdf

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Visit: www.clspropertyinsight.co.uk
Email: info@clspropertyinsight.co.uk
Call: 01732 753910

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ChancelCheck® Guidance Note

Chancel Repair Liability Background

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

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

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

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

ChancelCheck® Identifies the Problem

ChancelCheck® — **ChancelCheck®** is an online, low cost (£20 + VAT) screening report designed to inform the Homebuyer of any potential chancel repair liability. It is in accordance with the Conveyancing and CML Handbooks.

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

Report — If the area of land selected falls within a parish that has the ability to claim for chancel repair liability, a potential liability will be returned and the search will come back as a Report. ***Where an issue has been identified, ChancelSure® is available to cover the potential risk.***

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

ChancelSure® Offers a Solution

ChancelSure® — **ChancelSure®** is the market leading chancel repair indemnity product, providing comprehensive protection and security for the homeowner where a potential chancel liability has been identified. **ChancelSure®** offers a cost effective solution, protecting the owner/occupier, mortgagee, lessees and successors if required. **ChancelSure®** policies have been specifically designed to work in conjunction with **ChancelCheck®** and are fully compliant with lender requirements.

ChancelSure® premiums start at £40.00 including IPT, a schedule of online premiums is provided overleaf.

Insurer Details — Offers one of the highest and most consistently-rated security, A-, available through AmTrust International Underwriters Designated Activity Company (DAC).

Expert Underwriters — The policies are underwritten by AmTrust International Underwriters Designated Activity Company (DAC) and fully compliant with the requirements of Part II of the CML Handbook.

Period of Cover — Cover is offered for 25, 35 years or in perpetuity. **ChancelSure®** policies offer full value indemnity insurance against claims and legal costs of up to £3m. All **ChancelSure®** policies include diminution of value cover.

Bespoke Policies — Bespoke policies are available for larger areas, higher limits of indemnity, when there is prior knowledge of a risk, a Unilateral Notice registered or a caution lodged against the title. Email express@clspropertyinsight.co.uk for any enquiries.

Samples — To download a sample policy, please visit www.clsl.co.uk.

Visit: www.clspropertyinsight.co.uk
Email: info@clspropertyinsight.co.uk
Call: 01732 753910

Property Insight

ChancelSure® Insurance Policy Premiums

ChancelSure® is the market leading chancel repair indemnity product, providing comprehensive protection and security for the homeowner where a potential chancel liability has been identified. CLS Property Insight Limited underwrites ChancelSure® policies on behalf of AmTrust International Underwriters Designated Activity Company (DAC) and therefore offers one of the highest and most consistently-rated security available in the UK Title Indemnity market (A- rated per A.M. Best's Rating).

The figures quoted below are our standard one-off policy premiums (including IPT) which will apply to most properties. However, as chancel repair liability is a fluctuating risk, these figures may alter for some properties. In addition, we periodically review our underwriting data and may carry out further assessment before confirming the availability of cover. For a draft policy, please visit our website **www.clsl.co.uk** or contact our Underwriting Team at **express@clspropertyinsight.co.uk.**

ChancelSure® offers diminution in value and a 200% escalator clause as standard, with 25 year, 35 year and in perpetuity terms available. For lender compliant insurance policies (no cover notes with invoices payable by BACS or cheque within 14 days) log onto **www.clsl.co.uk.**

Residential Property (25 Years)

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

Residential Property (35 Years)

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

Residential Property (In Perpetuity)

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

Bespoke Policies

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

Please contact our underwriting team by email **express@clspropertyinsight.co.uk.**

Visit: www.clspropertyinsight.co.uk
Email: info@clspropertyinsight.co.uk
Call: 01732 753910

ChancelSure® Insurance Policy Premiums

Commercial Property (25 Years)

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

Commercial Property (25 Years)

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

Bespoke Policies

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

Please contact our underwriting team by email **express@clspropertyinsight.co.uk**.

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Call: 01732 753910

Property Insight

PCCB Guidance Note

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The Search Code

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

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

Core Principles

Search providers which subscribe to the Code will:

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

TPO's Contact Details:

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

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

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

CLS Complaint Resolution Procedure

If you have a complaint regarding our services or products, please send the details to:
CLS Property Insight Limited, 17 Kings Hill Avenue, West Malling, Kent ME19 4UA (Call: 01732 753910 Email: **Complaints@clspropertyinsight.co.uk**).

Your complaint will be acknowledged within 5 working days of receipt and you should receive a written response within 20 working days. Where this is not possible, we will inform you of the reasons why and give an indication of when you should expect a response. If you have not received a response within 40 working days of original receipt of the complaint or you are not happy with the response given you may take one of the following actions:

- If your complaint is in relation to our search products you may refer your complaint to:
  The Property Ombudsman scheme; Milford House, 43-55 Milford Street Salisbury, Wiltshire, SP1 2BP. (Call: 01722 333 306, Fax: 01722 332 296, Email: **admin@tpos.co.uk**, Website: **www.tpos.co.uk**).
- If your complaint is in relation to our insurance products you may refer your complaint to:
  Financial Ombudsman Service; Exchange Tower, Harbour Exchange Square, London, E14 9SR. (Call: 020 7964 1000, Fax: 020 7964 1001, Email: **complaint.info@financial-ombudsman.org.uk**).
- For details of the additional protection and benefits provided by commissioning a code compliant search product from an IPSA registered member please visit **www.search-code.co.uk**

Law Society Property Information Form (3rd edition)

Address of the property

2 Nacklestone Bungalow
Blackbridge
Leintwardine
Craven Arms
Shropshire

Postcode SY7 0NA

Full names of the seller

Andrew Peter Cameron Melvin, Laura Katharine Melvin & Victoria Rose Melvin

Seller's solicitor

Name of solicitor's firm

Lloyds Cooper LLP Solicitors

Address

28 South Street
Leominster
Herefordshire
HR6 8JB
DX: 27036 Leominster

Email

hannah.lewis@lloydscooper.co.uk

Reference number

HL/1386M

About this form

This form is completed by the seller to supply the detailed information and documents which may be relied upon for the conveyancing process.

It is important that sellers and buyers read the notes below.

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.
- 'Property' includes all buildings and land within its boundaries.

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TA6

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Instructions to the seller

- The answers should be prepared by the person or persons who are named as owner on the deeds or Land Registry title or by the owner's legal representative(s) if selling under a power of attorney or grant of probate or representation. If there is more than one seller, you should prepare the answers together or, if only one seller prepares the form, the other(s) should check the answers given and all sellers should sign the form.
- If you do not know the answer to any question, you must say so. If you are unsure of the meaning of any questions or answers, please ask your solicitor. Completing this form is not mandatory, but omissions or delay in providing some information may delay the sale.
- If you later become aware of any information which would alter any replies you have given, you must inform your solicitor immediately. This is as important as giving the right answers in the first place. Do not change any arrangements concerning the property with anyone (such as a tenant or neighbour) without first consulting your solicitor.
- It is very important that your answers are accurate. If you give incorrect or incomplete information to the buyer (on this form or otherwise in writing or in conversation, whether through your estate agent or solicitor or directly to the buyer), the buyer may make a claim for compensation from you or refuse to complete the purchase.
- You should answer the questions based upon information known to you (or, in the case of legal representatives, you or the owner). You are not expected to have expert knowledge of legal or technical matters, or matters that occurred prior to your ownership of the property.
- Please give your solicitor any letters, agreements or other papers which help answer the questions. If you are aware of any which you are not supplying with the answers, tell your solicitor. If you do not have any documentation you may need to obtain copies at your own expense. Also pass to your solicitor any notices you have received concerning the property and any which arrive at any time before completion of the sale.

Instructions to the buyer

- If the seller gives you, separately from this form, any information concerning the property (in writing or in conversation, whether through an estate agent or solicitor or directly to you) on which you wish to rely when buying the property, you should tell your solicitor.
- You are entitled to rely on the replies given to enquiries but in relation to the physical condition of the property, the replies should not be treated as a substitute for undertaking your own survey or making your own independent enquiries, which you are recommended to do.
- The seller is only obliged to give answers based on their own information. They may not have knowledge of legal or technical matters. You should not expect the seller to have knowledge of, or give information about, matters prior to their ownership of the property.

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4 Alterations, planning and building control

Note to seller: All relevant approvals and supporting paperwork referred to in section 4 of this form, such as listed building consents, planning permissions, Building Regulations consents and completion certificates should be provided. If the seller has had works carried out the seller should produce the documentation authorising this. Copies may be obtained from the relevant local authority website. Competent Persons Certificates may be obtained from the contractor or the scheme provider (e.g. FENSA or Gas Safe Register). Further information about Competent Persons Certificates can be found at: **www.gov.uk**.

Note to buyer: If any alterations or improvements have been made since the property was last valued for council tax, the sale of the property may trigger a revaluation. This may mean that following completion of the sale, the property will be put into a higher council tax band. Further information about council tax valuation can be found at: **www.voa.gov.uk**.

4.1 Have any of the following changes been made to the whole or any part of the property (including the garden)?

(a) Building works (e.g. extension, loft or garage conversion, removal of internal walls). If Yes, please give details including dates of all work undertaken: ☐ Yes ☒ No

(b) Change of use (e.g. from an office to a residence) ☐ Yes ☐ No Year

(c) Installation of replacement windows, roof windows, roof lights, glazed doors since 1 April 2002 ☒ Yes ☐ No 2010 Year(s)

(d) Addition of a conservatory ☐ Yes ☒ No Year

4.2 If Yes to any of the questions in 4.1 and if the work was undertaken during the seller's ownership of the property:

(a) please supply copies of the planning permissions, Building Regulations approvals and Completion Certificates, OR:

(b) if none were required, please explain why these were not required – e.g. permitted development rights applied or the work was exempt from Building Regulations:

NONE

Further information about permitted development can be found at: **www.planningportal.gov.uk**.

4 Alterations, planning and building control (continued)

4.3 Are any of the works disclosed in 4.1 above unfinished? If Yes, please give details:

☐ Yes ☐ No

—

4.4 Is the seller aware of any breaches of planning permission conditions or Building Regulations consent conditions, unfinished work or work that does not have all necessary consents? If Yes, please give details:

☐ Yes ☒ No

4.5 Are there any planning or building control issues to resolve? If Yes, please give details:

☐ Yes ☒ No

4.6 Have solar panels been installed?

☐ Yes ☒ No

If Yes:

(a) In what year were the solar panels installed?

☐ Year

(b) Are the solar panels owned outright?

☐ Yes ☐ No

(c) Has a long lease of the roof/air space been granted to a solar panel provider? If Yes, please supply copies of the relevant documents.

☐ Yes ☐ No
☐ Enclosed ☐ To follow

4.7 Is the property or any part of it:

(a) a listed building?

☐ Yes ☒ No
☐ Not known

(b) in a conservation area?

☐ Yes ☒ No
☐ Not known

If Yes, please supply copies of any relevant documents.

☐ Enclosed ☐ To follow

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1 Boundaries

If the property is leasehold this section, or parts of it, may not apply.

1.1 Looking towards the property from the road, who owns or accepts responsibility to maintain or repair the boundary features:

(a) on the left?	☐ Seller ☒ Shared	☐ Neighbour ☐ Not known
(b) on the right?	☒ Seller ☐ Shared	☐ Neighbour ☐ Not known
(c) at the rear?	☒ Seller ☐ Shared	☐ Neighbour ☐ Not known
(d) at the front?	☒ Seller ☐ Shared	☐ Neighbour ☐ Not known

1.2 If the boundaries are irregular please indicate ownership by written description or by reference to a plan:

Neighbour on left
Baxton Estate on right and rear.

1.3 Is the seller aware of any boundary feature having been moved in the last 20 years? If Yes, please give details:

☐ Yes ☒ No

1.4 During the seller's ownership, has any land previously forming part of the property been sold or has any adjacent property been purchased? If Yes, please give details:

☐ Yes ☒ No

1.5 Does any part of the property or any building on the property overhang, or project under, the boundary of the neighbouring property or road? If Yes, please give details:

☐ Yes ☒ No

1 Boundaries (continued)

1.6 Has any notice been received under the Party Wall Act 1996 in respect of any shared/party boundaries? If Yes, please supply a copy, and give details of any works carried out or agreed:

☐ Yes ☒ No
☐ Enclosed ☐ To follow

2 Disputes and complaints

2.1 Have there been any disputes or complaints regarding this property or a property nearby? If Yes, please give details:

☐ Yes ☒ No

2.2 Is the seller aware of anything which might lead to a dispute about the property or a property nearby? If Yes, please give details:

☐ Yes ☒ No

3 Notices and proposals

3.1 Have any notices or correspondence been received or sent (e.g. from or to a neighbour, council or government department), or any negotiations or discussions taken place, which affect the property or a property nearby? If Yes, please give details:

☐ Yes ☒ No

3.2 Is the seller aware of any proposals to develop property or land nearby, or of any proposals to make alterations to buildings nearby? If Yes, please give details:

☐ Yes ☒ No

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4 Alterations, planning and building control (continued)

4.8 Are any of the trees on the property subject to a Tree Preservation Order?

☐ Yes ☒ No
☐ Not known

If Yes:

(a) Have the terms of the Order been complied with?

☐ Yes ☐ No
☐ Not known

(b) Please supply a copy of any relevant documents.

☐ Enclosed ☐ To follow

5 Guarantees and warranties

Note to seller: All available guarantees, warranties and supporting paperwork should be supplied before exchange of contracts.

Note to buyer: Some guarantees only operate to protect the person who had the work carried out or may not be valid if their terms have been breached. You may wish to contact the company to establish whether it is still trading and if so, whether the terms of the guarantee will apply to you.

5.1 Does the property benefit from any of the following guarantees or warranties? If Yes, please supply a copy.

(a) New home warranty (e.g. NHBC or similar)

☐ Yes ☒ No
☐ Enclosed ☐ To follow

(b) Damp proofing

☐ Yes ☒ No
☐ Enclosed ☐ To follow

(c) Timber treatment

☐ Yes ☒ No
☐ Enclosed ☐ To follow

(d) Windows, roof lights, roof windows or glazed doors

☐ Yes ☒ No
☐ Enclosed ☐ To follow

(e) Electrical work

☐ Yes ☒ No
☐ Enclosed ☐ To follow

(f) Roofing

☐ Yes ☒ No
☐ Enclosed ☐ To follow

5 Guarantees and warranties (continued)

(g) Central heating — ☐ Yes ☒ No ☐ Enclosed ☐ To follow

(h) Underpinning — ☐ Yes ☒ No ☐ Enclosed ☐ To follow

(i) Other (please state): — ☐ Enclosed ☐ To follow

5.2 Have any claims been made under any of these guarantees or warranties? If Yes, please give details: ☐ Yes ☒ No

6 Insurance

6.1 Does the seller insure the property? ☒ Yes ☐ No

6.2 Has any buildings insurance taken out by the seller ever been:

(a) subject to an abnormal rise in premiums? ☐ Yes ☒ No

(b) subject to high excesses? ☐ Yes ☒ No

(c) subject to unusual conditions? ☐ Yes ☒ No

(d) refused? ☐ Yes ☒ No

If Yes, please give details:

6.3 Has the seller made any buildings insurance claims? If Yes, please give details: ☐ Yes ☒ No

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7 Environmental matters

Flooding

Note: Flooding may take a variety of forms: it may be seasonal or irregular or simply a one-off occurrence. The property does not need to be near a sea or river for flooding to occur. Further information about flooding can be found at: **www.defra.gov.uk**.

7.1 Has any part of the property (whether buildings or surrounding garden or land) ever been flooded? If Yes, please state when the flooding occurred and identify the parts that flooded:

☐ Yes ☒ No

If No to question 7.1 please continue to 7.3 and do not answer 7.2 below.

7.2 What type of flooding occurred?

(a) Ground water	☐ Yes ☐ No
(b) Sewer flooding	☐ Yes ☐ No
(c) Surface water	☐ Yes ☐ No
(d) Coastal flooding	☐ Yes ☐ No
(e) River flooding	☐ Yes ☐ No

(f) Other (please state):

7.3 Has a Flood Risk Report been prepared? If Yes, please supply a copy.

☐ Yes ☒ No
☐ Enclosed ☐ To follow

Further information about the types of flooding and Flood Risk Reports can be found at: **www.environment-agency.gov.uk**.

Radon

Note: Radon is a naturally occurring inert radioactive gas found in the ground. Some parts of England and Wales are more adversely affected by it than others. Remedial action is advised for properties with a test result above the 'recommended action level'. Further information about Radon can be found at: **www.hpa.org.uk**.

7.4 Has a Radon test been carried out on the property?

☐ Yes ☒ No

If Yes:

(a) please supply a copy of the report	☐ Enclosed ☐ To follow
(b) was the test result below the 'recommended action level'?	☐ Yes ☐ No

7 Environmental matters (continued)

7.5 Were any remedial measures undertaken on construction to reduce Radon gas levels in the property?

☐ Yes ☒ No
☐ Not known

Energy efficiency

Note: An Energy Performance Certificate (EPC) is a document that gives information about a property's energy usage. Further information about EPCs can be found at: **www.gov.uk**.

7.6 Please supply a copy of the EPC for the property.

☐ Enclosed ☒ To follow
☐ Already supplied

7.7 Have any installations in the property been financed under the Green Deal scheme? If Yes, please give details of all installations and supply a copy of your last electricity bill.

☐ Yes ☒ No
☐ Enclosed ☐ To follow

Further information about the Green Deal can be found at: **www.gov.uk/decc**.

Japanese knotweed

Note: Japanese knotweed is an invasive plant that can cause damage to property. It can take several years to eradicate.

7.8 Is the property affected by Japanese knotweed?

☐ Yes ☒ No
☐ Not known

If Yes, please state whether there is a Japanese knotweed management plan in place and supply a copy.

☐ Yes ☐ No
☐ Not known
☐ Enclosed ☐ To follow

8 Rights and informal arrangements

Note: Rights and arrangements may relate to access or shared use. They may also include leases of less than seven years, rights to mines and minerals, manorial rights, chancel repair and similar matters. If you are uncertain about whether a right or arrangement is covered by this question, please ask your solicitor.

8.1 Does ownership of the property carry a responsibility to contribute towards the cost of any jointly used services, such as maintenance of a private road, a shared driveway, a boundary or drain? If Yes, please give details:

☐ Yes ☐ No

?

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8 Rights and informal arrangements (continued)

8.2 Does the property benefit from any rights or arrangements over any neighbouring property? If Yes, please give details:

☒ Yes ☐ No

Shared water supply

8.3 Has anyone taken steps to prevent access to the property, or to complain about or demand payment for access to the property? If Yes, please give details:

☐ Yes ☒ No

8.4 Does the seller know of any of the following rights or arrangements which affect the property?

(a)	Rights of light	☐ Yes ☒ No
(b)	Rights of support from adjoining properties	☐ Yes ☒ No
(c)	Customary rights (e.g. rights deriving from local traditions)	☐ Yes ☒ No
(d)	Other people's rights to mines and minerals under the land	☐ Yes ☒ No
(e)	Chancel repair liability	☐ Yes ☒ No
(f)	Other people's rights to take things from the land (such as timber, hay or fish)	☐ Yes ☒ No

If Yes, please give details:

8.5 Are there any other rights or arrangements affecting the property? If Yes, please give details:

☐ Yes ☒ No

Services crossing the property or neighbouring property

8.6 Do any drains, pipes or wires serving the property cross any neighbour's property?

☐ Yes ☒ No ☐ Not known

8.7 Do any drains, pipes or wires leading to any neighbour's property cross the property?

☐ Yes ☒ No ☐ Not known

8 Rights and informal arrangements (continued)

8.8 Is there any agreement or arrangement about drains, pipes or wires?

☐ Yes ☒ No ☐ Not known

If Yes, please supply a copy or give details:

☐ Enclosed ☐ To follow

9 Parking

9.1 What are the parking arrangements at the property?

Parking is within the boundary and space outside main gate is shared.

9.2 Is the property in a controlled parking zone or within a local authority parking scheme?

☐ Yes ☒ No ☐ Not known

10 Other charges

Note: If the property is leasehold, details of lease expenses such as service charges and ground rent should be set out on the separate TA7 Leasehold Information Form. If the property is freehold, there may still be charges: for example, payments to a management company or for the use of a private drainage system.

10.1 Does the seller have to pay any charges relating to the property (excluding any payments such as council tax, utility charges, etc.), for example payments to a management company? If Yes, please give details:

☐ Yes ☒ No

11 Occupiers

11.1 Does the seller live at the property?

☐ Yes ☒ No

11.2 Does anyone else, aged 17 or over, live at the property?

☐ Yes ☒ No

If No to question 11.2, please continue to section 12 'Services' and do not answer 11.3–11.5 below.

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11 Occupiers (continued)

11.3 Please give the full names of any occupiers (other than the sellers) aged 17 or over:

NONE

11.4 Are any of the occupiers (other than the sellers), aged 17 or over, tenants or lodgers?

☐ Yes ☒ No

11.5 Is the property being sold with vacant possession?

☑ Yes ☐ No

If Yes, have all the occupiers aged 17 or over:

(a) agreed to leave prior to completion?

☐ Yes ☐ No

(b) agreed to sign the sale contract? If No, please supply other evidence that the property will be vacant on completion.

☐ Yes ☐ No
☐ Enclosed ☐ To follow

12 Services

Note: If the seller does not have a certificate requested below this can be obtained from the relevant Competent Persons Scheme. Further information about Competent Persons Schemes can be found at: **www.gov.uk.**

Electricity

12.1 Has the whole or any part of the electrical installation been tested by a qualified and registered electrician?

☐ Yes ☒ No

If Yes, please state the year it was tested and provide a copy of the test certificate.

☐ Year
☐ Enclosed ☐ To follow

12.2 Has the property been rewired or had any electrical installation work carried out since 1 January 2005?

☐ Yes ☒ No
☐ Not known

If Yes, please supply one of the following:

(a) a copy of the signed BS7671 Electrical Safety Certificate

☐ Enclosed ☐ To follow

(b) the installer's Building Regulations Compliance Certificate

☐ Enclosed ☐ To follow

(c) the Building Control Completion Certificate

☐ Enclosed ☐ To follow

Central heating

12.3 Does the property have a central heating system? ☐ Yes ☒ No

If Yes:

(a) What type of system is it (e.g. mains gas, liquid gas, oil, electricity, etc.)? _____

(b) When was the heating system installed? If on or after 1 April 2005 please supply a copy of the 'completion certificate' (e.g. CORGI or Gas Safe Register) or the 'exceptional circumstances' form. _____ Date ☐ Not known ☐ Enclosed ☐ To follow

(c) Is the heating system in good working order? ☐ Yes ☐ No

(d) In what year was the heating system last serviced/maintained? Please supply a copy of the inspection report. _____ Year ☐ Not known ☐ Enclosed ☐ To follow ☐ Not available

Drainage and sewerage

Note: Further information about drainage and sewerage can be found at: **www.environment-agency.gov.uk**.

12.4 Is the property connected to mains:

(a) foul water drainage? ☐ Yes ☒ No ☐ Not known

(b) surface water drainage? ☐ Yes ☒ No ☐ Not known

If Yes to both questions in 12.4, please continue to section 13 'Connection to utilities and services' and do not answer 12.5–12.10 below.

12.5 Is sewerage for the property provided by:

(a) a septic tank? ☒ Yes ☐ No

(b) a sewage treatment plant? ☐ Yes ☐ No

(c) cesspool? ☐ Yes ☐ No

12.6 Is the use of the septic tank, sewage treatment plant or cesspool shared with other properties? If Yes, how many properties share the system? ☐ Yes ☒ No _____ Properties share

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12 Services (continued)

12.7 When was the system last emptied? 2012 Year

12.8 If the property is served by a sewage treatment plant, when was the treatment plant last serviced? Year

12.9 When was the system installed? Year

Note: Some systems installed after 1 January 1991 require Building Regulations approval, environmental permits or registration. Further information about permits and registration can be found at: **www.environment-agency.gov.uk**.

12.10 Is any part of the septic tank, sewage treatment plant (including any soakaway or outfall) or cesspool, or the access to it, outside the boundary of the property? If Yes, please supply a plan showing the location of the system and how access is obtained.

☐ Yes ☒ No
☐ Enclosed ☐ To follow

13 Connection to utilities and services

Please mark the Yes or No boxes to show which of the following utilities and services are connected to the property and give details of any providers.

Mains electricity Yes ☒ No ☐

Provider's name

Location of meter

Mains gas Yes ☐ No ☐

Provider's name

Location of meter

Mains water Yes ☐ No ☒

Provider's name

Location of stopcock

Location of meter, if any

Mains sewerage Yes ☐ No ☒

Provider's name

Telephone Yes ☒ No ☐

Provider's name

Cable Yes ☐ No ☒

Provider's name

14 Transaction information

14.1 Is this sale dependent on the seller completing the purchase of another property on the same day? ☐ Yes ☒ No

14.2 Does the seller have any special requirements about a moving date? If Yes, please give details: ☐ Yes ☒ No

14.3 Does the sale price exceed the amount necessary to repay all mortgages and charges secured on the property? ☐ Yes ☒ No N/A

14.4 Will the seller ensure that:

(a) all rubbish is removed from the property (including from the loft, garden, outbuildings, garages and sheds) and that the property will be left in a clean and tidy condition? ☒ Yes ☐ No

(b) if light fittings are removed, the fittings will be replaced with ceiling rose, flex, bulb holder and bulb? ☐ Yes ☐ No

(c) reasonable care will be taken when removing any other fittings or contents? ☒ Yes ☐ No

(d) keys to all windows and doors and details of alarm codes will be left at the property or with the estate agent? ☒ Yes ☐ No

Signed: ..... Dated: 28-1-19

Signed: ..... Dated: 28/1/19

Each seller should sign this form.

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

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Law Society Fittings and Contents Form (3rd edition)

Address of the property

2 Nacklestone Bungalow
Blackbridge
Leintwardine
Craven Arms
Shropshire

Postcode S Y 7 [ ] 0 N A [ ]

Full names of the seller

Andrew Peter Cameron Melvin, Laura Katharine Melvin & Victoria Rose Melvin

Seller's solicitor

Name of solicitor's firm

Lloyds Cooper LLP Solicitors

Address

28 South Street
Leominster
Herefordshire
HR6 8JB
DX: 27036 Leominster

Email

hannah.lewis@lloydscooper.co.uk

Reference number

HL/1386M

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.

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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	☒	☐	☐		
Radiators/wall heaters	☒	☐	☐		
Night-storage heaters	☒	☐	☐		
Free-standing heaters	☐	☐	☒		
Gas fires (with surround)	☐	☐	☒		
Electric fires (with surround)	☐	☐	☒		
Light switches	☒	☐	☐		
Roof insulation	☒	☐	☐		
Window fittings	☒	☐	☐		
Window shutters/grilles	☐	☐	☒		
Internal door fittings	☒	☐	☐		
External door fittings	☒	☐	☐		
Doorbell/chime	☐	☐	☒		

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1 Basic fittings (continued)

	Included	Excluded	None	Price	Comments
Electric sockets	☒	☐	☐		
Burglar alarm	☐	☐	☒		
Other items (please specify)					
	☐	☐			
	☐	☐			
	☐	☐			
	☐	☐			

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	☐	☐	☐	☐	☒		
Extractor hood	☐	☐	☐	☐	☒		
Oven/grill	☐	☐	☐	☐	☒		
Cooker	☐	☐	☐	☐	☒		
Microwave	☐	☐	☐	☐	☒		
Refrigerator/fridge-freezer	☐	☐	☐	☐	☒		
Freezer	☒	☐	☐	☐	☐		
Dishwasher	☐	☐	☐	☐	☒		
Tumble-dryer	☐	☐	☐	☐	☒		
Washing machine	☐	☐	☐	☐	☒		
Other items (please specify)							
	☐	☐	☐	☐			
	☐	☐	☐	☐			
	☐	☐	☐	☐			
	☐	☐	☐	☐			

3 Bathroom

	Included	Excluded	None	Price	Comments
Bath	☒	☐	☐		
Shower fitting for bath	☒	☐	☐		
Shower curtain	☐	☐	☒		
Bathroom cabinet	☐	☐	☒		
Taps	☒	☐	☐		
Separate shower and fittings	☒	☐	☒		
Towel rail	☐	☐	☒		
Soap/toothbrush holders	☐	☐	☒		
Toilet roll holders	☐	☐	☒		
Bathroom mirror	☐	☐	☒		

4 Carpets

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	☐	☐	☐		
Living room	☒	☐	☐		
Dining room	☐	☐	☒		
Kitchen	☒	☐	☐		
Bedroom 1	☒	☐	☐		
Bedroom 2	☒	☐	☐		
Bedroom 3	☒	☐	☐		
Other rooms (please specify)					
	☐	☐			
	☐	☐			
	☐	☐			
	☐	☐			

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5 Curtains and curtain rails

	Included	Excluded	None	Price	Comments
Curtain rails/poles/pelmets					
Hall, stairs and landing	☐	☐	☐		
Living room	☐	☐	☒		
Dining room	☐	☐	☒		
Kitchen	☐	☐	☒		
Bedroom 1	☐	☐	☒		
Bedroom 2	☐	☐	☒		
Bedroom 3	☐	☐	☒		
Other rooms (please specify)					
	☐	☐			
	☐	☐			
	☐	☐			
	☐	☐			
Curtains/blinds					
Hall, stairs and landing	☐	☐	☐		
Living room	☒	☐	☐		
Dining room	☐	☐	☐		
Kitchen	☐	☐	☐		
Bedroom 1	☒	☐	☐		
Bedroom 2	☒	☐	☐		
Bedroom 3	☒	☐	☐		
Other rooms (please specify)					
	☐	☐			
	☐	☐			
	☐	☐			
	☐	☐			

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	☐	☐	☐		
Living room	☒	☐	☐		
Dining room	☐	☐	☐		
Kitchen	☒	☐	☐		
Bedroom 1	☒	☐	☐		
Bedroom 2	☒	☐	☐		
Bedroom 3	☒	☐	☐		
Other rooms (please specify)					
	☐	☐			
	☐	☐			
	☐	☐			
	☐	☐			

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	☐	☐	☐		
Living room	☐	☐	☐		
Dining room	☐	☐	☐		
Kitchen	☒	☐	☐		
Bedroom 1	☐	☐	☒		
Bedroom 2	☐	☐	☒		
Bedroom 3	☐	☐	☒		

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7 Fitted units (continued)

	Included	Excluded	None	Price	Comments
Other rooms (please specify)					
	☐	☐			
	☐	☐			
	☐	☐			
	☐	☐			

8 Outdoor area

	Included	Excluded	None	Price	Comments
Garden furniture	☐	☐	☒		
Garden ornaments	☐	☐	☒		
Trees, plants, shrubs	☒	☐	☐		
Barbecue	☐	☐	☒		
Dustbins	☒	☐	☐		
Garden shed	☒	☐	☐		
Greenhouse	☐	☐	☒		
Outdoor heater	☐	☐	☒		
Outside lights	☒	☐	☐		
Water butt	☐	☐	☐		
Clothes line	☐	☐	☐		
Rotary line	☐	☐	☐		
Other items (please specify)					
	☐	☐			
	☐	☐			
	☐	☐			
	☐	☐			
	☐	☐			

9 Television and telephone

	Included	Excluded	None	Price	Comments
Telephone receivers	☐	☐	☒		
Television aerial	☒	☐	☐		
Radio aerial	☐	☐	☒		
Satellite dish	☐	☐	☒		

10 Stock of fuel

	Included	Excluded	None	Price	Comments
Oil	☐	☐	☒		
Wood	☐	☐	☒		
Liquefied Petroleum Gas (LPG)	☐	☐	☒		

11 Other items

N/A	Included	Excluded	Price	Comments
	☐	☐		
	☐	☐		
	☐	☐		
	☐	☐		

Signed: ..... Dated: 28/1/19

Signed: ..... Dated: 28/01/2019

Each seller should sign this form.

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TOWN AND COUNTRY PLANNING ACT, 1971

TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDERS

HEREFORDSHIRE COUNTY COUNCIL

To D. F. H. Lennox, Esq.,
per Messrs. Woolaways of Taunton,
5/6, The Crescent,
Taunton,
Somerset.

The HEREFORDSHIRE COUNTY COUNCIL being the Local Planning Authority for the County of Hereford **HEREBY PERMIT** the development* proposed by you in your application dated the 26th day of October, 19 72 of the land on Part Parcel 205, Nacklestone Buildings, Downtown, Leintwardine, Craven Arms (Map ref. 422721) by erection of two agricultural workers bungalows with joint vehicular access thereto, and shown on the Plan(s) accompanying such application subject to due compliance with the byelaws and general statutory provisions in force in the district, and subject to the conditions specified hereunder :-

1. The development must be begun not later than the expiration of 5 years beginning with the date hereof.

2. The occupation of the dwellings shall be limited to persons solely or mainly employed, or last employed, locally in agriculture as defined in section 290 of the Town and Country Planning Act 1971, or in forestry or dependants of such persons residing with them (but including a widow or widower of such persons)

The reasons for the Council's decision to grant permission for the development subject to compliance with the conditions hereinbefore specified are :-

1. To enable the Authority to consider afresh the proposed development of the land after the expiration of the 5 year period in the event of the development hereby permitted not having been begun by then.

2. To ensure that the bungalow is occupied in connection with agriculture as a dwelling in this location would not normally be allowed under the provisions of the County Development Plan.

Dated 4th *day of* December, 19 72.

.....

Clerk of the Council.

Form P.3

*For Notes see overleaf.

NOTES.

*This permission relates only to development as defined by the Act. Before commencing the work the applicant should satisfy himself that he has all other consents and approvals which may be necessary, such as byelaw approval from the District Council.

(1) If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, he may appeal to the Secretary of State for the Environment, in accordance with section 36 of the Town and Country Planning Act 1971, within six months of receipt of this notice. (Appeals must be made on a form which is obtainable from the Secretary of State for the Environment, Caxton House, Tothill Street, London, S.W.1.). The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements, to the provisions of the appropriate Development Order, and to any directions given under the order. (The statutory requirements include the provisions in the Act necessitating office development permits and industrial development certificates).

(2) If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the Secretary of State for the Environment and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the Council of the county district in which the land is situated, a purchase notice requiring that council to purchase his interest in the land in accordance with the provisions of Part IX of the Act.

(3) In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in section 169 of the Act.