

**SCHEDULE OF DOCUMENTS RELATING TO SALE OF BUILDING PLOT, 1  
GOLF CLUB LANE, BUILTH WELLS, POWYS  
15 April 2016**

**1. Title**

- a) Register and title plan re CYM478858
- b) Plan referred to at entry A5
- c) Deed referred to at entry A6
- d) Transfer referred to at entry C3

**2. Agreement/Contract**

**3. Searches**

- a) Local Authority
- b) Chancel Check
- c) Flood Search
- d) Environmental Search
- e) Welsh Water - apparatus plan – drainage
- f) Welsh Water – apparatus plan - sewerage

**4. Pre-Contract Documents and Information**

- a) Planning Permission P/2008/045 dated 26 March 2008
- b) Planning Permission P/2010/0516 dated 12 July 2010
- c) Powys County Council letter dated 11 April 2014
- d) Documents submitted to Powys Planning in support of reserved matters applicable
  - (1) Reserved Matters Application
  - (2) Welsh Water apparatus plan- Drainage
  - (3) Flood Risk Statement
  - (4) Letter from Environment Agency Wales dated 09 June 2010
  - (5) Community Safety attachment to Design and Access Statement
- e) Building Control documents as submitted and approved
  - (1) Full Plans Submission Notice 26 July 2010
  - (2) Site plan elevations sections and supporting detail (31 pages)
  - (3) U Value Calculation (5 pages)
  - (4) Energy Rating Calculation (4 pages)
- f) Standard Oyez Form of Pre-Contract Enquiries and Replies
- g) Letter from Margraves Solicitors to Powys County Council dated 22<sup>nd</sup> April 2016 with plan referred to and their reply dated 27 April 2016

**AGREEMENT**  
**(Incorporating the Standard Conditions of Sale (Fourth Edition))**

**Agreement date**

2016

**Seller**

**IAN ANTHONY FOSTER** of West View Llowes Hereford  
HR3 5JD

**Buyer**

**Property**

Land on the south side of 1 Golf Club Lane Builth Wells

**Title Number**

CYM478858

**Incumbrances on the  
Property**

(1) All easements quasi easements rights restrictions  
privileges effecting the same without liability upon the Seller  
to de fine the same

(2) All matters registered or capable of registration in any  
register open to public inspection

**Completion date**

**Contract rate**

4% over base rate for the time being of HSBC Bank plc

**Purchase price**

**Deposit**

**Amount payable re  
SC15**

£272:60

**Balance**

**The Seller will sell and the Buyer will buy the Property for the Purchase price.**

**WARNING**

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

**Signed**

## SPECIAL CONDITIONS

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1. (a) This Agreement incorporates the Standard Conditions of Sale (Fourth Edition). Where there is a conflict between those Conditions and this Agreement, this Agreement prevails.  
  
(b) Terms used or defined in this Agreement have the same meaning when used in the Conditions.
2. The Property is sold subject to:
  - 2.1 The Incumbrances on the Property.
  - 2.2 All actual or reputed rights of way water light drainage other easements or quasi easements rights or privileges affecting the same whether apparent or latent but without liability on the part of the Seller to define the same.
  - 2.3 Anything registered or capable of being registered in a local land charges register.
  - 2.4 Any of the unregistered interests which override and which are set out in Schedules 1 and 3 (as amended by Schedule 12 of the Land Registration Act 2002).
3. Subject to the terms of this Agreement and to the Standard Conditions of Sale, the Seller is to transfer the Property with full title guarantee.
5. The Property is sold with vacant possession on completion.
6. The Buyer hereby admits that he has inspected the Property and that he has entered into this Agreement solely upon the basis of such inspection and the terms hereof and not in reliance upon any representation whether written or oral or implied made by or on behalf of the Seller (save and except for correspondence passing between the solicitors to the parties hereto) but it is hereby agreed and declared that replies to any Enquiries or replies given on Property Information Forms are given to the best knowledge and belief of the Seller but neither he nor his solicitors have made any further enquiries into such matters (such as but not with limitation conducting a site inspection or making specific enquiries of the statutory utilities) and the replies are therefore given on this basis.

7. If the deposit paid on exchange of contracts shall be less than 10% of the purchase price then notwithstanding the payment of a lesser amount the balance of the 10% shall at all times remain due and owing to the Seller and in the event of rescission or failure to complete (through no fault of the Seller) such balance shall be a legal liability of the Buyer to the Seller payable on demand.
8. Title to the property having been available for inspection prior to the date hereof the Buyer shall take with full knowledge of the same and shall raise no requisitions or objection thereto provided that this condition shall not prevent the Buyer or the Buyer's solicitor from requiring answers to Requisitions on Title in standard form without any additional Requisitions save in respect of any matters revealed by a relevant search at the Land Registry or at the Land Charges Department.
9. If either party fails to complete by 1.00pm on the Completion Date and the other party's solicitors serve a notice to complete under Standard Condition 6.8 the party in default shall pay on completion the sum of £125.00 plus VAT towards the other party's legal costs of and incidental to the preparation and/or service of the said notice and recalculation of the amount payable on completion.
10. This contract constitutes the entire agreement between the parties and may only be varied or modified whether by collateral contract or otherwise in writing under the hands of the parties or their solicitors
11. The following Standard Conditions are deleted or modified:-
  - 11.1 Condition 1.3.2 is modified by the addition of the following words at the end of the same:-

"provided that, at the time of service, no notice of withdrawal of instructions from the recipient's solicitors has been received by the server's solicitors"
  - 11.2 In Condition 3.1.3 the words "of which he becomes aware" shall be inserted after the words "public requirement"
  - 11.3 Condition 6.1.2 is modified by the substitution of '1.00 pm' for '2.00 pm'.
- 12.1 Condition 2.2.1 shall be amended so that 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 identity and creditworthiness and, if the deposit is paid otherwise than in cash, that his instrument of payment will be honoured;



12.2 If the instrument of payment of the deposit is not honoured on the first presentation the Seller shall have the option:

- (i) of rescinding the sale, or
- (ii) of affirming the sale,

and if the Seller affirms the sale either:

- (iii) the Seller may determine the contract and forfeit the deposit which shall remain due, or
- (iv) the Seller may seek specific performance of the sale.

13.1 The right is reserved to sell the Property prior to auction or to withdraw prior to the auction.

13.2 Without prejudice to the conclusion of a contract on the fall of the hammer and the power of the auctioneer to sign the agreement on a Buyer's behalf the Buyer or his representative shall be obliged if requested to sign the agreement.

14.1 The Buyer is required to supply to the Seller's solicitors forthwith upon the fall of the hammer or other conclusion of a contract or within such reasonable further period as the Seller's solicitors shall in their absolute discretion think fit proof of their identity and address.

14.2.1 Proof of the identity shall be provided by production of one of the following items, namely:-

- Current signed passport;
- Current full UK/EU photocard driving licence;
- Resident permit issued by the Home Office to EU nationals;
- HM Revenue & Customs tax notification;
- Firearms certificate.

14.2.2 Evidence of address is to be provided by production of one of the following items, namely;

- Current full UK driving licence;
- A utility bill issued within the last three months (but not mobile phone bills);

- Local authority Council Tax bill (valid for the current year);
- Bank, building society or credit union statement containing a current address;
- The most recent mortgage statement from a UK lender.

PROVIDED THAT a current full UK/EU photocard driving licence or a current full UK licence may be used to evidence address or identity but not both.

15. In addition to the Purchase Price the Buyer will on the Completion Date pay the sum of £272.60 in reimbursement of the search fees paid by the Seller.
16. Save as expressly provided none of the provisions of this agreement are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this agreement.
17. The provisions of this Contract shall not merge in any Transfer executed pursuant hereto but shall remain in full force and effect after completion.
18. Bank details of Seller's Solicitors:  
Bank: HSBC Bank plc  
Branch: Middleton Street, Llandrindod Wells, Powys  
Sort Code: 40-30-05  
Account Number: 03666964  
Account Name: Margraves Clients Account

**Seller's Solicitors** : MARGRAVES  
Old Court Chambers, Llandrindod Wells, Powys  
DX 200154 Llandrindod  
**Ref: EAD/4891**

**Buyer's Solicitors** :

**Local Authority** : Powys County Council  
Land Charges, Neuadd Maldwyn, Severn Road,  
Welshpool, Powys SY21 7AS



**Town and Country Planning Act 1990  
Town and Country Planning (General Development Procedure)  
Order 1995**

**Application P/2008/0045 for Outline Planning Permission**

**Mr & Mrs P&V Riley  
1 Golf Club Lane  
Builth Wells  
Powys LD2 3NN**

**Applicant: Mr & Mrs P&V Riley**

In pursuance of its powers under the above-mentioned Act and Order Powys County Council (hereinafter called "the Council") as local planning authority hereby gives you notice that **OUTLINE PLANNING PERMISSION** is **GRANTED** for the following development, namely:-

**Outline application for erection of single storey dwelling  
Plot adjacent to 1 Golf Club Lane, Builth Wells**

In accordance with the application and plan submitted to the Council on 14/01/2008 subject to the conditions specified hereunder:-

1. No development shall commence until matters reserved for further submission of details and plans in this application, namely siting , design, external appearance, means of access, landscaping, have been submitted to and approved in writing and by way of plans stamped approved by the Local Planning Authority.
2. Application for approval of reserved matters shall be made to the Local Planning Authority before the expiration of three years from the date of this permission.
3. The development hereby permitted shall be begun either before the expiration of five years from the date of this permission or before the expiration of two years from the date of approval of the last reserved matters, whichever is the later.
4. The development shall be carried out strictly in accordance with the plans stamped as approved.
5. Prior to the commencement of development works to the raise the level of the access road by 300mm to reduce the gradient shall be completed in accordance with the approved plans.

6. Prior to the commencement of development works to improve the visibility by re-aligning the fence of the adjoining property known as 'Caer Beris Lodge' shall be completed in accordance with the approved plans.
7. Surface water from the dwelling and other impermeable areas of the site shall discharge to a soakaway system designed and constructed in accordance with BS EN 752-4 or BRE Digest 365 Soakaway Design (or other best management practice - SUDS).
8. Foul water and surface water discharges must be drained separately from the site.
9. No surface water shall be allowed to connect (either directly or indirectly) to the public sewerage system.
10. Land drainage run-off shall not be permitted to discharge, either directly or indirectly, into the public sewerage system.

#### Reasons

1. To enable the Local Planning Authority to exercise proper control over the development in accordance with Section 92 of the Town and Country Planning Act 1990.
2. Required to be imposed by Section 92 of the Town and Country Planning Act 1990.
3. Required to be imposed by Section 92 of the Town and Country Planning Act 1990.
4. To ensure adherence to the plans stamped as approved in the interests of clarity and a satisfactory development.
5. To ensure adequate access can be provided to the dwelling
6. To ensure adequate visibility for the access to the proposed dwelling.
7. To ensure that surface water from the development is adequately catered for and to protect existing services.
8. To protect the integrity of the public sewerage system.
9. To prevent hydraulic overloading of the public sewerage system, to protect the health and safety of existing residents and ensure no detriment to the environment.
10. To prevent hydraulic overload of the public sewerage system and pollution of the environment.

#### Notes

This development will need separate prior approval under the Building Regulations before it may proceed - if you have not already done so please contact Building Regulations.

Your attention is drawn to the attached Environment Agency standard advice guidance note for developers.

Your attention is drawn to the attached Dwr Cymru Welsh Water advice. In particular the location of the water main, the approximate position of which is shown within the enclosed letter.

The date on which this permission is **GRANTED** is 26/03/2008.

A handwritten signature in black ink, appearing to read 'Gareth W. Thomas', written in a cursive style.

Gareth W. Thomas  
Head of Planning Services  
Pennaeth Gwasanaethau Cynllunio

## **Notes**

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/she may appeal to the National Assembly in accordance with Section 78 of the Town and Country Planning Act 1990 within 6 months of the date of this notice. Appeals must be made on a form obtainable from the Planning Inspectorate, Cathays Park, Cardiff CF10 3NQ. The National Assembly has power to allow a longer period for the giving of a notice of appeal but will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The National Assembly is not required to entertain an appeal if it appears 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 development order, and to any direction given under the order. It does not in practice refuse to entertain appeals solely because the decision of the local planning authority was based on a direction given by it.
2. If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the National Assembly, 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 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 VI of the Town and Country Planning Act 1990.
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 National Assembly on appeal or on a reference of the application to it. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.
4. Failure to adhere to the details of the approved proposals for development contained in this application or to comply with any conditions or limitations subject to which this permission was granted will constitute a breach of planning control which may result in the local planning authority serving an enforcement notice requiring the breach to be remedied under Section 172 of the Town and Country Planning Act 1990.

P/2008/0045

**IMPORTANT – Please read carefully the notes below**

Failure to comply could make the development hereby permitted unauthorised.

- 1) This consent is granted in strict accordance with the approved plans:
  - a) **ANY VARIATION** from the approved plans after commencement of the development, irrelevant as to the degree of variation, will be constituted as unauthorised development and may be liable to enforcement action.
  - b) You or your agent or any other person responsible for implementing this permission should inform the Case Officer immediately of any proposed variation from the approved plans and you or they will be informed as to the best method to resolve the matter.
  
- 2) This consent is granted subject to conditions and it is the owner and the person responsible for the implementation of the development who will be fully responsible for their compliance throughout the development and beyond:
  - a) If there is a condition that requires work to be carried out or matters to be approved prior to the commencement of the development this is called a “condition precedent”.
  - b) If a “condition precedent” is not complied with, the whole of the development will be unauthorised, you may be liable to enforcement action
  - c) In addition if a condition precedent is breached, the development is unauthorised and the only way to rectify the breach is the submission of a new application.
  - d) If any other type of condition is breached then you will be liable to a Breach of Condition Notice.



## Town and Country Planning Act 1990

### Application P/2010/0516 relating to RESERVED MATTERS

Mr Ian Foster  
Westview  
Llowes  
Powys HR3 5JD

**Applicant: Mr Ian Foster, Llowes**

In pursuance of its powers under the above-mentioned Act and Order Powys County Council (hereinafter called "the Council") as local planning authority hereby gives you notice that the **RESERVED MATTERS** are **APPROVED** for the following development, namely:-

**Reserved Matters: Erection of a single storey dwelling and detached garage Plot adjacent to 1 Golf Club Lane, Builth Wells**

In accordance with the application and plan submitted to the Council on 17/05/2010 subject to the conditions specified hereunder:-

1. The development hereby granted approval of reserved matters shall be begun before the expiration of two years from the date of this approval, or before the expiration of five years from the date of the outline planning permission, whichever is greater.
2. Unless otherwise stated below, the development hereby permitted shall be carried out strictly in accordance with the approved plans and specifications.
3. Prior to the commencement of development works to the raise the level of the access road by 300mm to reduce the gradient shall be completed in accordance with the approved plans.
4. Prior to the commencement of development works to improve the visibility by re-aligning the fence of the adjoining property known as 'Caer Beris Lodge' shall be completed in accordance with the approved plans.
5. Surface water from the dwelling and other impermeable areas of the site shall discharge to a soakaway system designed and constructed in accordance with BS EN 752-4 or BRE Digest 365 Soakaway Design (or other best management practice - SUDS).
6. Foul water and surface water discharges must be drained separately from the site.
7. No surface water shall be allowed to connect (either directly or indirectly) to the public sewerage system.
8. Land drainage run-off shall not be permitted to discharge, either directly or indirectly, into the public sewerage system.



**Reason:**

1. Required to be imposed by Section 91 of the Town and Country Planning Act 1990.
2. To ensure adherence to the plans stamped as approved in the interests of clarity and a satisfactory development.
3. To ensure adequate access can be provided to the dwelling
4. To ensure adequate visibility for the access to the proposed dwelling.
5. To ensure that surface water from the development is adequately catered for and to protect existing services.
6. To protect the integrity of the public sewerage system.
7. To prevent hydraulic overloading of the public sewerage system, to protect the health and safety of existing residents and ensure no detriment to the environment.
8. To prevent hydraulic overload of the public sewerage system and pollution of the environment.

**Notes**

This development will require separate prior approval under the Building Regulations before it may proceed.

The developer's attention is drawn to the attached Welsh Water advice.

The date on which this permission is granted is 12/07/2010.



Lesley Kirkpatrick, BSc Hons, Dip TP, MRTPI, MIED  
Head of Regeneration and Development

## **NOTES**

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/she may appeal to the National Assembly in accordance with Section 78 of the Town and Country Planning Act 1990 within 6 months of the date of this notice. Appeals must be made on a form obtainable from the Planning Inspectorate, Cathays Park, Cardiff CF10 3NQ. The National assembly has power to allow a longer period for the giving of a notice of appeal but will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The National Assembly is not required to entertain an appeal if it appears 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 development order, and to any direction given under the order. It does not in practice refuse to entertain appeals solely because the decision of the local planning authority was based on a direction given by it.
2. If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the National Assembly, 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 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 VI of the Town and Country Planning Act 1990.
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 National Assembly on appeal or on a reference of the application to it. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.
4. Failure to adhere to the details of the approved proposals for development contained in this application or to comply with any conditions or limitations subject to which this permission was granted will constitute a breach of planning control which may result in the local planning authority serving an enforcement notice requiring the breach to be remedied under Section 172 of the Town and Country Planning Act 1990.

**P/2010/0516**

**IMPORTANT – Please read carefully the notes below**

Failure to comply could make the development hereby permitted unauthorised.

- 1) This consent is granted in strict accordance with the approved plans:
  - a) **ANY VARIATION** from the approved plans after commencement of the development, irrelevant as to the degree of variation, will be constituted as unauthorised development and may be liable to enforcement action.
  - b) You or your agent or any other person responsible for implementing this permission should inform the Case Officer immediately of any proposed variation from the approved plans and you or they will be informed as to the best method to resolve the matter.
  
- 2) This consent is granted subject to conditions and it is the owner and the person responsible for the implementation of the development who will be fully responsible for their compliance throughout the development and beyond:
  - a) If there is a condition that requires work to be carried out or matters to be approved prior to the commencement of the development this is called a “condition precedent”.
  - b) If a “condition precedent” is not complied with, the whole of the development will be unauthorised, you may be liable to enforcement action
  - c) In addition if a condition precedent is breached, the development is unauthorised and the only way to rectify the breach is the submission of a new application.
  - d) If any other type of condition is breached then you will be liable to a Breach of Condition Notice.



**Mr Ian Foster**  
**Westview**  
**Llowes**  
**HR3 5JD**

**Sue Bolter**  
**Pennaeth Adfywio, Eiddo a Chomisiynu /**  
**Head of Regeneration, Property &**  
**Commissioning**  
Neuadd Brycheiniog  
Cambrian Way  
Brecon  
LD3 7HR

**Our ref:** P/2010/0516  
**Date:** 11/04/2014  
**If calling ask for:**  
Matthew Griffiths  
**Direct line:**  
01874 612280

Dear Sir/Madam

**Town and Country Planning Act 1990**  
**Town and Country Planning (Development Management Procedure) (Wales)**  
**Order 2012**

**P/2010/0516**  
**for planning permission in respect of: Reserved Matters: Erection of a**  
**single storey dwelling and detached garage at Plot adjacent to 1 Golf Club**  
**Lane Built Wells Powys**

I write to you in respect of the above planning application and following the approval of reserved matters under planning permission reference P/2010/0516.

Conditions 3 and 4 of reserved matters approval P/2010/0516 and conditions 5 and 6 of the outline approval P/2008/0045 are written identically and relate to works to the access to the site from the private drive to the public highway. It is my view that these off site works are incorporated into the development by these conditions. The works to provide visibility across the adjoining land and setting out the access to the public highway would amount to development requiring planning permission. As the conditions in my view incorporate the access works into the development it is my opinion that the works to the adjoining land shown in the photograph below would amount to development and would be sufficient to allow commencement.

It is noted that in order for development to be lawfully completed all other conditions and requirements would need to be complied with.



I hope the above deals with your enquiry. The opinion given above amounts to my professional opinion based on the information before me and is given without prejudice to any future decision by the Local Planning Authority.

Yours faithfully

Matthew Griffiths



## Certificate Details

Certificate Number	6295846
Issue Date	28/03/2016
Client Ref	EAD4891
Address	Land to south of 1 Golf Club Lane, Builth Wells, Powys

**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:**

- no record of risk is held by The National Archives within the relevant Inland Revenue Indices for the subject parish;
- 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;
- 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 the identified address point of the subject building and not the delineated boundary of the property, 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 Conveyancing Liability Solutions Limited ('CLS') and is subject to the following Terms and Conditions:

Private Clients Visit: <https://www.clsi.co.uk/Content/PDFs/Website/TermsConditions-B2C.pdf>  
Business Clients Visit: <https://www.clsi.co.uk/Content/PDFs/Website/TermsConditions-B2B.pdf>

## ChancelCheck® Guidance Note

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### Chancel Repair Liability Background

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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

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**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

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**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 both lender and Law Society requirements.

**ChancelSure®** insurance is part of the **ConveySure®** suite of legal indemnity insurance products, which are available from CLS and other authorised resellers.

**ChancelSure®** premiums start at £45.88 including IPT, a schedule of online premiums is provided overleaf.

**Insurer Details** The highest and most consistently-rated security, AA-, available through ERGO Versicherung AG, UK Branch .

**Expert Underwriters** The policies are underwritten by ERGO Versicherung AG, UK Branch 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 [sales@cls.co.uk](mailto:sales@cls.co.uk) for any enquiries.

**Samples** To download a sample policy, please visit [www.cls.co.uk](http://www.cls.co.uk).



## 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 underwrites ChancelSure® policies on behalf of ERGO Versicherung AG, UK Branch and therefore offers the highest and most consistently-rated security available in the UK Title Indemnity market (AA- rated since 2005/6 per Standard & Poor's).

The figures quoted below are our standard policy premiums (including IPT and administration fees of (£5.88 Inc. VAT) 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.clsi.co.uk](http://www.clsi.co.uk) or contact our Underwriting Team at [sales@clsi.co.uk](mailto:sales@clsi.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.clsi.co.uk](http://www.clsi.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	£45.88	£70.88	£55.88	£95.88
£250,000	£59.88	£100.88	£80.88	£130.88
£500,000	£80.88	£130.88	£115.88	£155.88
£1,000,000	£99.88	£145.88	£135.88	£170.88
£1,500,000	£135.88	£180.88	£155.88	£200.88
£2,000,000	£155.88	£195.88	£180.88	£220.88
£2,500,000	£180.88	£215.88	£230.88	£280.88
£3,000,000	£215.88	£255.88	£280.88	£330.88

### Residential Property (35 Years)

Limit of Indemnity	Residential Successor < 5 acres	Residential Successor 5 - 10 acres
£100,000	£85.88	£110.88
£250,000	£125.88	£150.88
£500,000	£150.88	£170.88
£1,000,000	£165.88	£190.88
£1,500,000	£190.88	£215.88
£2,000,000	£215.88	£245.88
£2,500,000	£230.88	£305.88
£3,000,000	£330.88	£428.88

### Residential Property (In Perpetuity)

Residential Successor < 5 acres	Residential Successor 5 - 10 acres
£95.88	£130.88
£145.88	£170.88
£170.88	£185.88
£185.88	£220.88
£220.88	£245.88
£245.88	£305.88
£270.88	£355.88
£368.88	£477.88

### 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 on **01732 897530** or email [sales@clsi.co.uk](mailto:sales@clsi.co.uk).

## 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	£135.88	£205.88	£255.88
£500,000	£225.88	£405.88	£555.88
£750,000	£455.88	£605.88	£755.88
£1,000,000	£505.88	£805.88	£905.88
£1,500,000	£705.88	£1,005.88	£1305.88
£2,000,000	£1,255.88	£1,355.88	£1,505.88
£2,500,000	£1,405.88	£1,555.88	£1,705.88
£3,000,000	£1,605.88	£1,755.88	£1,905.88

### Commercial Property (25 Years)

Limit of Indemnity	Commercial Successor < 3 acres	Commercial Successor 3 - 5 acres	Commercial Successor 5 – 10 acres
£250,000	£205.88	£305.88	£380.88
£500,000	£325.88	£605.88	£705.88
£750,000	£630.88	£855.88	£955.88
£1,000,000	£685.88	£1,105.88	£1,155.88
£1,500,000	£955.88	£1,255.88	£1,505.88
£2,000,000	£1,505.88	£1,755.88	£2,005.88
£2,500,000	£1,755.88	£2,005.88	£2,205.88
£3,000,000	£1,905.88	£2,155.88	£2,355.88

### 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 on **01732 897530** or email [sales@cls.co.uk](mailto:sales@cls.co.uk).

## PCCB Guidance Note

### IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Conveyancing Liability Solutions; Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU (Call: 01732 897530, Email: sales@clsl.co.uk)

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

#### The Search Code

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

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

#### Core Principles

Search providers which subscribe to the Code will:

- display the Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards
- 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](mailto:admin@tpos.co.uk), Website: [www.tpos.co.uk](http://www.tpos.co.uk)).

**You can also get more information about the PCCB from [www.propertycodes.org.uk](http://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:  
Conveyancing Liability Solutions Limited, Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU (Call: 01732 897530, Fax: 01732 897531, Email: [info@clsl.co.uk](mailto:info@clsl.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](mailto:admin@tpos.co.uk), Website: [www.tpos.co.uk](http://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](mailto: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](http://www.search-code.co.uk)

**COMMUNITY SAFETY**  
**attachment to Design and Access Statement gcl02\_das**

**for proposed single storey dwelling**

**at**

**Plot adjacent to 1 Golf Club Lane, Builth Wells, Powys, LD2 3NN**

**1. Introduction**

This supporting statement is an attachment to the Design and Access Statement (gcl02\_das) for the reserved matters of the proposed development of the plot at 1 Gold Club Lane.

Outline planning permission was granted for application P/2008/0045 on 26/03/2008.

**2. Community Safety**

Development is located within an existing development of four other properties of similar design and access is from a private existing driveway shared by these property.

The site is bounded to the public highway on the West side. There is a bank rising from the plot to the road and the boundary is fenced and planted with hedging. The North boundary will be fenced whilst the remaining boundaries will have low level hedge planting next to the private access road to provide visibility

There will be a clear view from habitable rooms of the access to the property and to the parking area and garage. Exterior lighting will be provided to illuminate access areas for safety and security. There is supplementary lighting from the street lights on the adjacent public highway.

It is considered that the proposal will have no adverse effect on the immediate community safety.

IAF

16 May 2010.

**SAP 2005 WORKSHEET FOR DWELLING AS DESIGNED (Version 9.80, October 2005)**  
**CALCULATION OF ENERGY RATINGS**

calculated by program SAP Calculator version 3.45, printed on July 26, 2010 at 11:34:01  
 SAP assessment by I A F Design  
 gcl02, Golf Club Lane, Builth Wells, Powys, postal code LD2 3NN  
 Applicable regulations: England and Wales  
 The results of the calculation should not be accepted without first checking the input data

**gcl02\_0516\_Q50\_7W**

<b>1. <u>Overall dwelling dimensions</u></b>			
	Area	Av. storey	Volume
	<u>(m<sup>2</sup>)</u>	<u>height (m)</u>	<u>(m<sup>3</sup>)</u>
Ground Floor	81.35	2.40	195.24
Total floor area	81.35		(5)
Dwelling volume (m <sup>3</sup> )			195.24 (6)
<b>2. <u>Ventilation rate</u></b>			
		<u>m<sup>3</sup> per hour</u>	
Number of chimneys	0 x 40	0	(7)
Number of flues	0 x 20	0	(8)
Number of fans or passive vents	3 x 10	30	(9)
Number of flueless gas fires	0 x 40	0	(9a)
Infiltration due to chimneys, flues and fans			0.15 (10)
Pressure test	No, Predicted Q50		
Predicted Q50	7.0		
Infiltration rate			0.50 (19)
Number of sides sheltered			4 (20)
Shelter factor			0.70 (21)
Adjusted infiltration rate (Natural ventilation)			0.35 (22)
Effective air change rate			0.56 (25)
<b>3. <u>Heat losses and heat loss parameter</u></b>			
Element	Area	U-value	A x U
	<u>(m<sup>2</sup>)</u>	<u>(W/m<sup>2</sup>K)</u>	<u>(W/K)</u>
Door - Fully Glazed	3.78	1.80	6.80
Door - Fully Glazed	5.04	1.80	9.07
Door - Half Glazed	1.91	2.07	3.96
Door - Half Glazed	1.91	1.80	3.44
Window	2.12	(1.40)1.33	2.82
Window	0.76	(1.40)1.33	1.00
Window	0.85	(1.40)1.33	1.13
Window	1.86	(1.40)1.33	2.46
Window	2.12	(1.40)1.33	2.82
Window	1.26	(1.40)1.33	1.67
Window	2.12	(1.40)1.33	2.82
Roof lights (Roof Windows)	1.51	(1.40)1.33	2.00
Roof lights (Roof Windows)	1.51	(1.40)1.33	2.00
Floor	81.35	0.19	15.46
Wall	56.74	0.20	11.35
Wall	44.33	0.21	9.31
Roof	66.18	0.15	9.93
Roof	12.16	0.15	1.82
Total area of elements	287.50		(32)
Fabric heat loss			89.84 (33)
Thermal bridges (New dwelling Accredited Details )			23.00 (34)
Total fabric heat loss			112.84 (35)
Ventilation heat loss			36.22 (36)
Heat loss coefficient			149.06 (37)
Heat loss parameter (HLP)			1.83 (38)

#### 4. Water heating energy requirements

		<u>kWh/year</u>	
Energy content of heated water		1,864	(39)
Distribution loss		329	(40)
Manufacturer's declared loss factor (kWh/day)		2.3	(41)
Temperature factor		0.54	(41a)
Energy lost from water storage, kWh/year		455	(42)
Energy lost from cylinder in kWh/year		0	(47)
Primary circuit loss		360	(48)
Combi loss		0	(49)
Solar input		-1,070	(50)
Output from water heater		1,483	(51)
Heat gains from water heating		1,017	(52)

#### 5. Internal gains

		<u>Watts</u>	
Lights, appliances, cooking and metabolic		486	(53)
Reduction in lighting gains		-56	(53a)
Additional gains (Table 5a)		10	(53b)
Water heating		116	(54)
Total internal gains		556	(55)

#### 6. Solar gains

<u>Orientation</u>		<u>Gains (W)</u>	
Southeast		214	(59)
Southwest		113	(61)
Northwest		43	(63)
Roof		85	(64)
total:		456	(65)
Total gains		1,012	(66)
Gain/loss ratio		6.79	(67)
Utilisation factor		0.929	(68)
Useful gains		941	(69)

#### 7. Mean internal temperature

		<u>°C</u>	
Mean temperature of the living area		18.86	(70)
Temperature adjustment from Table 4e		0.00	(71)
Adjustment for gains		0.46	(72)
Adjusted living area temperature		19.32	(73)
Temperature difference between zones		2.03	(74)
Living area fraction		0.186	(75)
Rest-of-house area fraction		0.814	(76)
Mean internal temperature		17.67	(77)

#### 8. Degree-days

Temperature rise from gains		6.31	(78)
Base temperature		11.36	(79)
Degree-days		1,212.7	(80)

#### 9a. Energy requirements

		<u>kWh/year</u>	
Space heating requirement (useful)		4,338	(81)
Fraction of heat from secondary system	0.10		(82)
Efficiency of main heating system	250		(83)
Efficiency of secondary heating system	63		(84)
Space heating fuel (main)		1,562	(85)
Space heating fuel (secondary)		689	(85a)
Efficiency of water heater	175.0		(86)
Water heating fuel		848	(86a)
Electricity for pumps and fans		130	(87)

10a. Fuel costs	kWh/year	p/kWh	£/year
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Space heating - main system	1,562	7.12	111.20	(88)
Space heating - secondary system	689	2.10	14.46	(89)
Water heating				
Water heating cost (other fuel)	848	7.12	60.35	(91b)
Pump/fan energy cost	130	7.12	9.26	(92)
Electricity for lighting	375	7.12	26.71	(93)
Additional standing charges			0.00	(94)
Total energy cost			221.98	(97)

#### 11a. SAP rating

Energy cost deflator			0.91	(98)
Energy cost factor (ECF)			1.36	(99)
SAP value			81.00	
SAP rating			81	(100)
SAP band			B	

#### 12a. Carbon dioxide emissions

	Energy (kWh/year)	Emission factor	Emissions (kg/year)	
Space heating, main - box (85)	1,562	0.422	659	(101)
Space heating, secondary - box (85a)	689	0.187	129	(102)
Water heating	848	0.422	358	(103)
Space and water heating			1,146	(107)
Pumps and fans - box (87)	130	0.422	55	(108)
Electricity for lighting	375	0.422	158	(109)
Total kg/year			1,359	(112)
CO2 emissions per m2			16.70	(113)
EI value			85.59	
<b>EI rating</b>			<b>86</b>	
<b>EI band</b>			<b>B</b>	

#### 13a. Primary energy

	Energy (kWh/year)	Primary factor	P.Energy (kWh/year)	
Space heating, main - box (85)	1,562	2.80	4,373	(101)
Space heating, secondary - box (85a)	689	1.10	758	(102)
Water heating	848	2.80	2,373	(103)
Space and water heating			7,504	(107)
Pumps and fans	130	2.80	364	(108)
Electricity for lighting	375	2.80	1,050	(109)
<b>Primary energy kWh/year</b>			<b>8,918</b>	
<b>Primary energy kWh/m<sup>2</sup>/year</b>			<b>110</b>	

Summary (SAP 2005):	SAP Rating:	B 81	
	Emissions:	B 86	1.4 tonnes/year
	Primary energy:	110 kWh/m <sup>2</sup> /year	

#### Fuel use:

Electricity - Standard Tariff	2915kWh	£208
Dual fuel appliance (mineral and wood)	689kWh	£14

#### Fuel costs:

Space heating:	£135 (including pumps & fans )
Water heating:	£60
Lighting:	£27

#### Emissions:

Space heating:	843 kg (including pumps & fans)
Water heating:	358 kg
Lighting:	158 kg

Boiler efficiency from Table 4a

Manufacturer's U-value for all doors    Manufacturer's U-value for all windows

# Predicted Energy Assessment

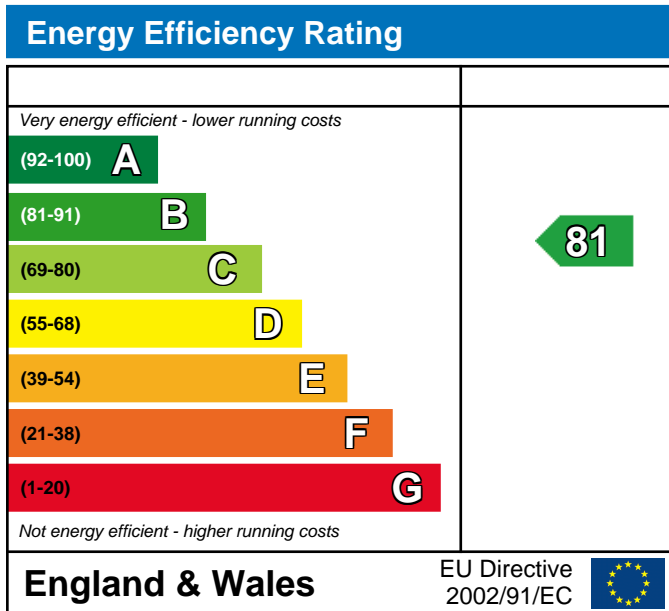
gcl02,  
gcl02\_0516\_Q50\_7W,  
Builth Wells  
Powys

Dwelling type:  
Date of assessment:  
Produced by:  
Total floor area:

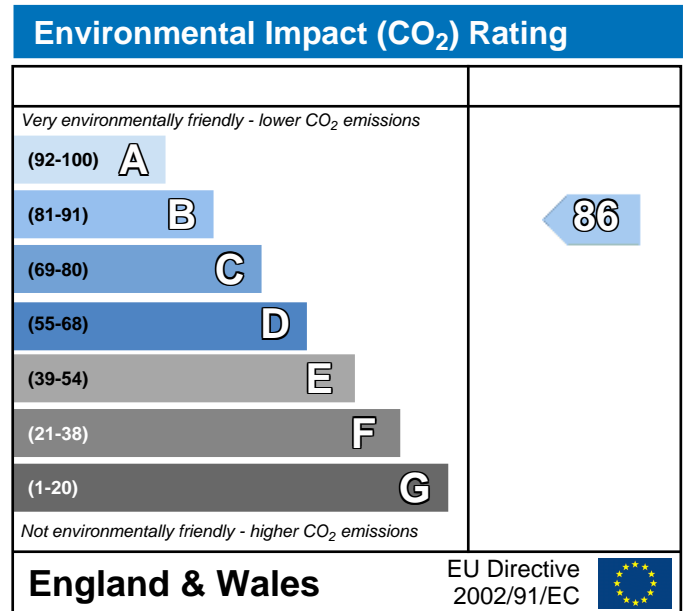
Detached bungalow  
22 July 2010  
Ian Foster, I A F Design  
81 m<sup>2</sup>

This document is a Predicted Energy Assessment required to be included in a Home Information Pack for properties marketed when they are incomplete. It includes a predicted energy rating which might not represent the final energy rating of the property on completion. Once the property is completed, the Pack should be updated to include information about the energy performance of the completed property.

Energy performance has been assessed using the SAP 2005 methodology and is rated in terms of the energy use per square metre of floor area, energy efficiency based on fuel costs and environmental impact based on carbon dioxide (CO<sub>2</sub>) emissions.



The energy efficiency rating is a measure of the overall efficiency of a home. The higher the rating the more energy efficient the home is and the lower the fuel bills are likely to be.



The environmental impact rating is a measure of a home's impact on the environment in terms of carbon dioxide (CO<sub>2</sub>) emissions. The higher the rating the less impact it has on the environment.



**COMMUNITY SAFETY**  
**attachment to Design and Access Statement gcl02\_das**

**for proposed single storey dwelling**

**at**

**Plot adjacent to 1 Golf Club Lane, Builth Wells, Powys, LD2 3NN**

**1. Introduction**

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Outline planning permission was granted for application P/2008/0045 on 26/03/2008.

**2. Community Safety**

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There will be a clear view from habitable rooms of the access to the property and to the parking area and garage. Exterior lighting will be provided to illuminate access areas for safety and security. There is supplementary lighting from the street lights on the adjacent public highway.

It is considered that the proposal will have no adverse effect on the immediate community safety.

IAF

16 May 2010.



# FLOOD

<b>Date</b> 28-03-2016	<b>Report Reference</b> 15076181	<b>Address</b> Land to south of 1 Golf Club Lane, Built Wells,
<b>Grid Reference</b> 303130 251106		

## Professional Opinion



### High

A High risk of coastal/river flooding and a Negligible risk of surface water (pluvial) flooding have been identified within 25m of the centre of the property.



### N/A

The property has not been assessed by JBA with regard to insurability. This is most likely due to the property being a new build, or the report being ordered in a non-residential location. Please see page 2 for further details of this assessment.

### Flood Considerations

Risk of Flooding from Rivers and the Sea	Surface Water Flooding	Historic Flood Events	Areas Benefiting from Flood Defences
<b>High</b> This indicates the chance of flooding at the site or an area within 25m is 1 in 30 or greater in any given year.	<b>Negligible</b> This indicates that the site or an area within 25m would be expected to be affected by surface water flooding in a 1 in 1000 year rainfall event to a depth of less than 0.1m.	<b>No</b> The site or an area within 25m has not been subject to historic flooding as recorded by the Environment Agency.	The site or an area within 25m has not been considered to be within an area benefiting from flood defences.

# Expert Assessment - Overview and Guidance

## Overall Flood Risk

Groundsure consider that the area within 25m of the centre of the property has a **High** risk of flooding. Please note this rating is calculated using a weighted assessment of fluvial, coastal and pluvial risk and historic flood events only.

### Recommendations

A **High** risk of tidal/fluvial flooding and a **Negligible** risk of surface water (pluvial) flooding have been identified within 25m of the centre of the property. Please refer to the individual flood assessment sections below for further specific guidance. Alternatively, flood resistance measures may assist in reducing the flood risk to the property. Please see Flood Resistance Measures section for further details.

Please be aware that this is an automated assessment based upon the highest flood risk found within 25m of the centre of the property. Therefore a purchaser may wish to check the maps provided within this report to confirm whether the flood risk area lies on or in close proximity to the property. If you would like Groundsure to manually assess the property a £35 + VAT fee may be applicable. Please note this manual assessment does not include a site visit.

## JBA Overall Insurability Index Guidance

The property has not been assessed by JBA with regard to insurability. This is most likely due to the property being a new build, or the report being ordered in a non-residential location. The insurability data is suitable only for residential properties. The JBA Property Insurability Index should include all properties which appeared in the November 2013 release of Ordnance Survey's AddressBase Plus database. As an alternative, you may wish to use the overall flood risk as a guide to potential insurability.

The JBA Insurability Index is categorised on a fivefold scale (subject to terms, applicant's status and individual insurers' approach to risk, and any other factors which may be relevant):

- **Green** indicates a level of flood hazard such that insurance covering flood risk may be obtainable relatively easily as part of a standard household insurance contract.
- **Amber** indicates a level of flood hazard such that insurance covering flood risk may be available but may be subject to increased premiums and non-standard and/or additional terms.
- **Red** indicates a level of flood hazard such that insurance covering flood risk may be more difficult to obtain.
- **Black 1** indicates a level of flood hazard such that insurance covering flood risk may be significantly more difficult to obtain.
- **Black 2** indicates a level of flood hazard such that insurance covering flood risk may be extremely difficult to obtain.

Please note that due to the methodology employed to produce the dataset, JBA insurability ratings are only suitable for individual residential properties, and as such any rating given for commercial property should be considered invalid.

## Risk of Flooding from Rivers and the Sea (RoFRaS)

As the site lies within or in close proximity to an area with a **High** risk rating in the RoFRaS database, it is considered by the Environment Agency to have a 1 in 30 or greater (3.3%) chance of flooding in any given year.

### Guidance

The Environment Agency RoFRaS database provides an indication of river and coastal flood risk at a national level on a 50m grid with the flood rating at the centre of the grid calculated and given above. The data considers the likelihood of flood defences overtopping or breaching by considering their location, type, condition and standard of protection.

A number of major insurance companies refer to this information within their risk model, although they may also utilise additional information such as claims histories, which may further influence their decision. Where a High risk of flooding is identified flood risk insurance may be difficult to obtain without further work being undertaken. Property owners of sites within Low and Medium risk areas are still considered to be at risk of flooding and insurance premiums may be increased as a result. Owners of properties within Low, Medium and High risk areas, are advised to sign up to the Environment Agency's Flood Warning scheme on 0845 988 1188 or at [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk). Please see Section 1 for further details. Additionally, a prudent purchaser may wish to consider reducing the impact of flooding at the property by installing flood protection measures at the site if risks have been identified. Such measures may help reduce the effects of flooding at the property if flood defences are absent or are breached, and may assist in obtaining insurance for the site. Further information on flood protection measures can be obtained by contacting Groundsure.

## JBA Pluvial

The study site or an area within 25m of the centre of the study site has been assessed to be at a **Negligible** risk of surface water (pluvial) flooding. This indicates that this area would be expected to be affected by surface water flooding in a 1 in 1000 year rainfall event to a depth of less than 0.1m.

### Guidance

Surface Water (pluvial) flooding is defined as flooding caused by rainfall-generated overland flow before the runoff enters a watercourse or sewer. In such events, sewerage and drainage systems and surface watercourses may be entirely overwhelmed.

Surface Water (pluvial) flooding will usually be a result of extreme rainfall events, though may also occur when lesser amounts of rain falls on land which has low permeability and/or is already saturated, frozen or developed. In such cases overland flow and 'ponding' in topographical depressions may occur. Please see Section 2 for further details.

## Historic Flood Events

The site is not recorded to have been subject to historic flooding. However, the absence of data does not provide a definitive conclusion that the site has never flooded, only that the Environment Agency hold no record of any flooding at the site.

### Guidance

Over 23,500 separate events are recorded within this database. This data is used to understand where flooding has occurred in the past and provides details as available. Absence of a historic flood event for an area does not mean that the area has never flooded, but only that the Environment Agency do not currently have records of flooding within the area. Equally, a record of a flood footprint in previous years does not mean that an area will flood again, and this information does not take account of flood management schemes and improved flood defences. Please see Section 3 for further details.

## Proposed Flood Defences

The property does not lie in or within 25m of an area the Environment Agency consider to benefit from proposed flood defences.

### Guidance

Flood defences seek to reduce the risk of flooding and to safeguard life, protect property, sustain economic activity and the natural environment. Flood defences are designed to protect against flood events of a particular magnitude, expressed as risk in any one year.

## Areas Benefiting from Flood Defences

The property does not lie in or within 25m of an area the Environment Agency consider to benefit from flood defences. Property-level defences and some older schemes may not be included in the Environment Agency database of areas considered to benefit from flood defences.

### Guidance

These are areas that may benefit from the presence of major defences during a 1% fluvial (river) or 0.5% tidal flood event. These areas would flood if the defence were not present, but may not flood because the defence is present.

## Flooding from Groundwater

There is **potential** for groundwater flooding to occur at the surface of the study site. Where potential for groundwater flooding to occur at surface is indicated, this means that given the geological conditions in the area groundwater flooding hazard should be considered in all land-use planning decisions. It is recommended that other relevant information e.g. records of previous incidence of groundwater flooding, rainfall, property type, and land drainage information be investigated in order to establish relative, but not absolute, risk of groundwater flooding.

### Guidance

The BGS Susceptibility to Groundwater Flooding hazard dataset identifies areas where geological conditions could enable groundwater flooding to occur and where groundwater may come close to the ground surface.

The susceptibility data is suitable for use for regional or national planning purposes where the groundwater flooding information will be used along with a range of other relevant information to inform land-use planning decisions. It might also be used in conjunction with a large number of other factors, e.g. records of previous incidence of groundwater flooding, rainfall, property type, and land drainage information, to establish relative, but not absolute, risk of groundwater flooding at a resolution of greater than a few hundred metres. The susceptibility data should not be used on its own to make planning decisions at any scale, and, in particular, should not be used to inform planning decisions at the site scale. The susceptibility data cannot be used on its own to indicate risk of groundwater flooding.

## Flood Storage Areas

The property does not lie in or within 25m of a Flood Storage Area.

### Guidance

Flood Storage Areas are considered part of the functional floodplain, and are areas where water has to flow or be stored in times of flood.

## Flood Risk Framework

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



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# Aerial Image



Aerial photography supplied by Getmapping PLC.  
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Site Address: Land to south of 1 Golf Club Lane, Builth Wells,  
Grid Reference: 303130 251106

# Flood Resistance Measures

**Watertight International** provide a fully comprehensive Flood Protection System, covering all aspects of domestic property flooding. In areas where insurance was previously unavailable, Watertight can enable insurance cover.

**Watertight's** patented system is based on a simple premise: if all means by which water can enter the property are blocked effectively, your house and contents will be simply safe and dry.

Based on this premise, Watertight has collaborated with insurers, builders and surveyors to provide products which exceed current flood safety standards and recommendations.

Homeowners are often left with the responsibility and financial burden of providing protection for their property; in lieu of extensive civil defence projects or the costly upgrading of our archaic, Victorian-era sewerage system, **Watertight** can relieve these burdens.

Watertight's systems are flexible in the face of the enormous range of buildings and building materials common - and not-so-common - to the UK; moreover, **Watertight's** services are comprehensive enough to enable insurance cover in situations where insurance has been tough to come by.

**Watertight** is an environmentally responsible company, using recycled materials - from old double-glazing to old yoghurt and milk cartons – so 95% of their barriers are sourced from recycled material. Further, all manufacturing is UK-based, meaning distribution distances and carbon footprints are at a bare minimum.

Below is an example list of the sort of flood-prevention materials and techniques Watertight can provide to assist in increasing the possibility of insurance for flood-prone properties:

Item	Notes	Guide Price
Sewage Backflow Prevention	Around 50% of flooding events in the UK are caused by backflow flooding; installation of sewage backflow prevention devices can drastically reduce the potentially ravaging effects of backflow flooding.	£150-450
Watertight's Smart Airbricks	A single airbrick – porous bricks in the fabric of a building which allow it to breathe – can allow so much as 50,000 litres of water to pass through it in a single hour. Watertight's Smart Airbricks can provide a modern, intelligent solution to this potentially catastrophic problem.	£250-750
Repointing of damaged brickwork	Houses can easily generate multiple potential ingress points for water; simple modifications such as holes created for satellite dishes can severely exacerbate water intake to a property. Watertight's repointing of damaged brickwork and application of waterproof coating ensures the building's integrity in a flood event and guarantees that all your building's invisible pores are filled.	£500-1000
Demountable flood barriers	Any door is a potential weak spot in flooding, and once breached will allow in the majority of water. Demountable flood barriers provide the most robust protection for any property at risk from flooding, with peace of mind for no extra cost.	£1,500-3,000
Total Protection	A combination of all of the above – ensuring that the entirety of your property is the safest it can possibly be from flood damage.	£2,500-5,000

If you would like to discuss flood protection measures for your property, please contact Groundsure on 08444 159 000, quoting the report reference.



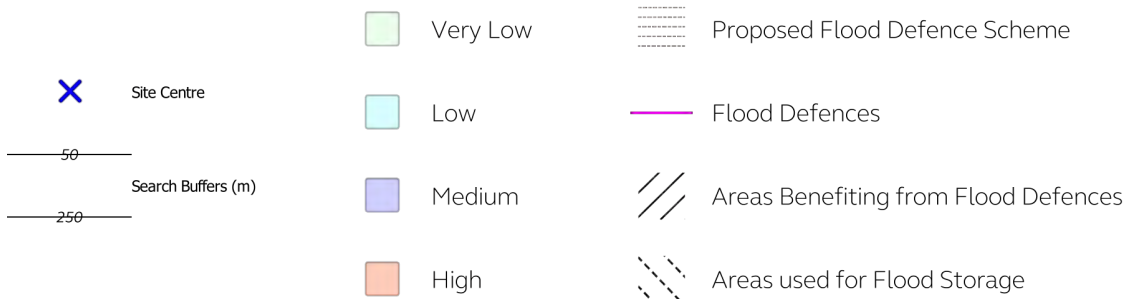
# 1. Flooding from Rivers and the Sea

## Risk of Flooding from Rivers and the Sea Map



Risk of Flooding from Rivers and the Sea Map

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## 1.1 Risk of Flooding from Rivers and the Sea (RoFRaS)

What is the risk of flooding at the centre of the study site?	Very Low
What is the highest risk of flooding within 25m of the centre of the study site?	High

RoFRaS data for the study site indicates the property or an area within 25m has a High (1 in 30 or greater) chance of flooding in any given year.

The following table shows all RoFRaS data found within 50 metres of the centre of the study site.

Distance (m)	Direction	RoFRaS Flood Risk
1	NE	Low
9	SE	High
20	E	High

## 1.2 Areas Benefiting from Flood Defences

Are there any areas benefiting from Flood Defences within 250m of the study site?	No
---	----

These are areas that may benefit from the presence of major defences during a 1% river (fluvial) or 0.5% coastal flood event. These areas would flood if the defence were not present, but may not flood because the defence is present. Details of flood defences and any areas benefiting from these defences can be seen on the Risk of Flooding from Rivers and the Sea Map.

## 1.3 Flood Defences

Are there any flood defences within 250m of the study site?	No
---	----

Guidance: This search consists only of flood defences present in the dataset provided by the Environment Agency.

## 1.4 Proposed Flood Defences

Are there any Proposed Flood Defences within 250m of the study site?	No
--	----

Guidance: This search consists only of proposed flood defences present in the dataset provided by the Environment Agency. Please note that proposed flood defence schemes will not influence the current RoFRaS ratings for the site until they have been constructed.

## 1.5 Areas used for Flood Storage

Are there any areas used for Flood Storage within 250m of the study site?	No
---	----

Database searched and no data found

Flood Storage Areas are considered part of the functional floodplain, and are areas where water has to flow or be stored in times of flood. Technical Guidance to the National Planning Policy Framework states that only water-compatible development and essential infrastructure should be permitted within flood storage areas, and existing development within this area should be relocated to an area with a lower risk of flooding. Any relevant data is represented on the Risk of Flooding from Rivers and the Sea Map.

## Notes on RoFRaS data

RoFRaS is an assessment of flood risk for England and Wales produced using local data and expertise. It shows the chance of flooding from rivers or the sea presented in categories taking account of flood defences and the condition those defences are in. The RoFRaS model uses local water level and flood defence data to model flood risk. It has divided England and Wales into 50m X 50m impact cells. Each cell has been assigned a flood risk likelihood from the categories below:

- Less than **1 in 1000 (0.1%)** chance in any given year: **Very Low**
- Less than **1 in 100 (1%)** but greater than or equal to **1 in 1000 (0.1%)** chance in any given year: **Low**
- Less than **1 in 30 (3.3%)** but greater than or equal to **1 in 100 (1%)** chance in any given year: **Medium**
- Greater than or equal to **1 in 30 (3.3%)** chance in any given year: **High**

## Notes on Existing Flood Defences

Flood defences seek to reduce the risk of flooding and to safeguard life, protect property, sustain economic activity and the natural environment. Flood defences are designed to protect against flood events of a particular magnitude, expressed as risk in any one year.

## Notes on Proposed Flood Defences

'Number of Households to Benefit' illustrates the number of households that move from 'very significant' or 'significant' to 'moderate' or 'low' probability of flood risk bands if the proposed flood scheme is to be implemented

This information is taken from the Environment Agency's database of Areas to Benefit from New and Reconditioned Flood Defences under the Medium Term Plan (MTP). The dataset contains funding allocation for the first financial year (from April). Funding for the following four financial years is not guaranteed, being only indicative, and will be reviewed annually. Projects within the Medium Term Plan qualify for inclusion in this dataset if:

- the investment leads to a change in the current standard of protection (change projects);
- the investment is a replacement or refurbishment in order to sustain the current standard of protection (sustain projects);
- the project has an initial construction budget of £100,000 or more; and
- the project is included within the first five years of the MTP.

The data includes all the Environment Agency's projects over £100K that will change or sustain the standards of flood defence in England and Wales over the next 5 years. It also includes the equivalent schemes for all Local Authority and Internal Drainage Boards. The number of households and areas of land contributing to DEFRA's Outcome Measures (OM) are also attributed i.e. could benefit from major work on flood defences.

These data also contain Intermittence Flood Maintenance Programmes that show the annual maintenance programme of work scheduled to be carried out by the Environment Agency, Local Authority or Internal Drainage Board on flood defences. Data details routine maintenance as well as intermittent work that has been funded for the coming year. The data contains a start and end coordinate defining the relevant river section where work is planned.

## Information Warning

Please note that the maps show the areas where investment is being made to reduce the flood and coastal erosion risk and are not detailed enough to account for individual addresses. Individual properties may not always face the same risk of flooding as the areas that surround them. Also, note that funding figures are indicative and any use or interpretation should account for future updates where annual values may change.

Every possible care is taken to ensure that the maps reflect all the data possessed by the Environment Agency and that they have applied their expert knowledge to create conclusions that are as reliable as possible. The Environment Agency consider that they have created the maps as well as they can and so should not be liable if the maps by their nature are not as accurate as might be desired or are misused or misunderstood, despite their warnings. For this reason, they are not able to promise that the maps will always be accurate or completely up to date.

This site includes mapping data licensed from Ordnance Survey used for setting the Environment Agency's data in its geographical context. Ordnance Survey retains the copyright of this material and it can not be used for any other purpose.

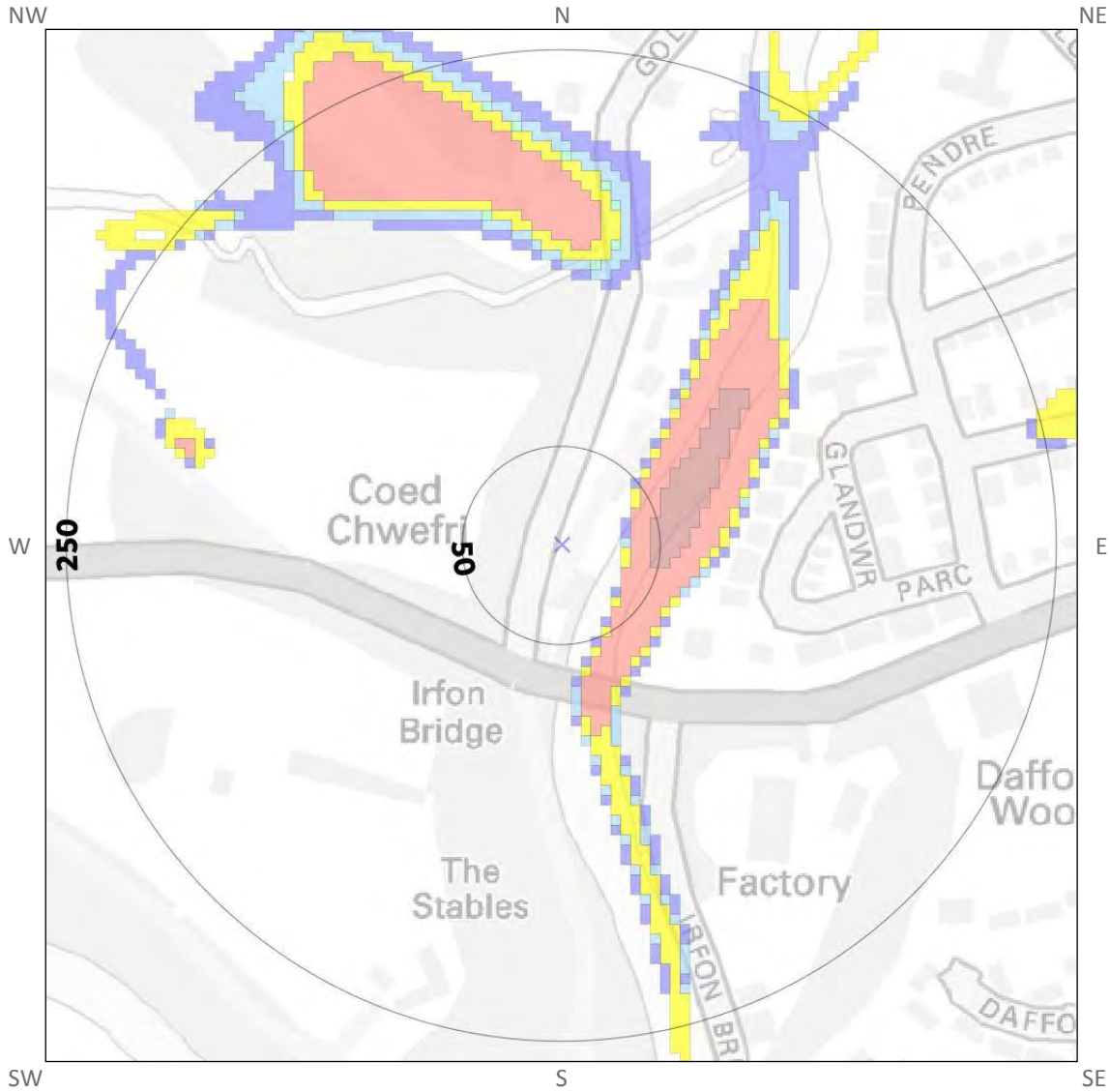
## Flood Storage Areas

Flood Storage Areas may also act as flood defences. A flood storage area may also be referred to as a balancing reservoir, storage basin or balancing pond. Its purpose is to attenuate an incoming flood peak to a flow level that can be accepted by the downstream channel. It may also delay the timing of a flood peak so that its volume is discharged over a longer time interval.

A flood storage area may take the form of a wet or dry reservoir. A wet reservoir is a water storage facility in which storage can be effected by allowing water levels to rise during flood times. A dry reservoir is typically adjacent to a river and comprises an enclosed area that accepts water only at peak times. These areas are also referred to as Zone 3b or 'the functional floodplain' and has a 5% or greater chance of flooding in any given year, or is designed to flood in the event of an extreme (0.1%) flood or another probability which may be agreed between the Local Planning Authority and the Environment Agency, including water conveyance routes. Development within Flood Storage Areas is severely restricted.

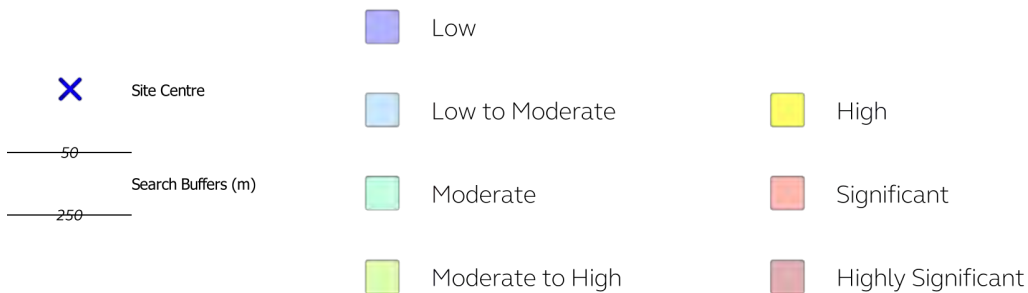
## 2. JBA Surface Water Flooding

### JBA Surface Water (Pluvial) Flooding Map



JBA Surface Water (Pluvial) Flooding Map

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## 2.1 JBA Surface Water (Pluvial) Flooding

What is the risk of pluvial flooding at the centre of the study site?	Negligible
What is the highest risk of pluvial flooding within 25m of the centre of the study site?	Negligible

Guidance: The site or an area in close proximity has been assessed to be at Negligible risk of surface water (pluvial) flooding. This indicates that this area would be expected to be affected by surface water flooding in a 1 in 1000 year rainfall event to a depth of less than 0.1m.

Distance (m)	Direction	Risk
30	E	Low to Moderate
30	SE	High
30	E	Low
32	SE	Significant
33	SE	Low
36	SE	High
40	NE	High
41	SE	Low
45	E	Highly Significant
45	NE	Low
46	SE	High
48	SE	Low

### Notes on Surface water (Pluvial) Flooding data:

JBA Risk Management surface water flood map identifies areas likely to flood following extreme rainfall events, i.e. land naturally vulnerable to surface water or “pluvial” flooding. This data set was produced by simulating 1 in 75 year, 1 in 200 year and 1 in 1000 year rainfall events. Modern urban drainage systems are typically built to cope with rainfall events between 1 in 20 and 1 in 30 years, though older ones may even flood in a 1 in 5 year rainstorm event.

The model provides the maximum depth of flooding in each 5m “cell” of topographical mapping coverage. The maps include 7 bands indicating areas of increasing natural vulnerability to surface water flooding. These are:

- Less than **0.1m** in a **1 in 1000** year rainfall event: **Negligible**
- Greater than **0.1m** in a **1 in 1000** year rainfall event: **Low**
- Between **0.1m and 0.3m** in a **1 in 200** year rainfall event: **Low to Moderate**
- Between **0.3m and 1m** in a **1 in 200** year rainfall event: **Moderate**
- Greater than **1m** in a **1 in 200** year rainfall event: **Moderate to High**
- Between **0.1m and 0.3m** in a **1 in 75** year rainfall event: **High**
- Between **0.3m to 1m** in a **1 in 75** year rainfall event: **Significant**
- Greater than **1m** in a **1 in 75** year rainfall event: **Highly Significant**

# 3. Environment Agency Historic Flooding

## Historic Flood Outlines Map



Historic Flood Outlines Map

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## 3.1 Historic Flood Outlines

Has the site or any area within 250m of the site been subject to historic flooding as recorded by the Environment Agency?	No
---	----

This database shows the individual footprint of every flood event recorded in the Environment Agency's national database on historic flood events. Please note this doesn't include records held by individual local offices. This data is used to understand where larger-scale flooding has occurred in the past and provides details as available. Absence of a historic flood event for an area does not mean that the area has never flooded, but only that it doesn't appear in the Environment Agency national dataset. Equally, a record of a flood footprint in previous years does not mean that an area will flood again, and this information does not take account of flood management schemes and improved flood defences.

Historic flooding events: Database searched and no data found.

### Notes on Historic Flooding data

Over 23,500 separate events are recorded within this database. This data is used to understand where flooding has occurred in the past and provides details as available. Absence of a historic flood event for an area does not mean that the area has never flooded, but only that the Environment Agency do not currently have records of flooding within the area. Equally, a record of a flood footprint in previous years does not mean that an area will flood again, and this information does not take account of flood management schemes and improved flood defences.



## 4. BGS Groundwater Flooding

### 4.1 Groundwater Flooding Susceptibility Areas

What is the susceptibility to Groundwater Flooding in the search area based on the underlying geological conditions?	Potential for groundwater flooding at surface
Does this relate to Clearwater Flooding or Superficial Deposits Flooding?	Superficial Deposits Flooding

Guidance: Where potential for groundwater flooding to occur at surface is indicated, this means that given the geological conditions in the area groundwater flooding hazard should be considered in all land-use planning decisions. It is recommended that other relevant information e.g. records of previous incidence of groundwater flooding, rainfall, property type, and land drainage information be investigated in order to establish relative, but not absolute, risk of groundwater flooding.

Groundwater flooding is defined as the emergence of groundwater at the ground surface or the rising of groundwater into man-made ground under conditions where the normal range of groundwater levels is exceeded. The BGS Susceptibility to Groundwater Flooding hazard dataset identifies areas where geological conditions could enable groundwater flooding to occur and where groundwater may come close to the ground surface. The susceptibility data is suitable for use for regional or national planning purposes where the groundwater flooding information will be used along with a range of other relevant information to inform land-use planning decisions. It might also be used in conjunction with a large number of other factors, e.g. records of previous incidence of groundwater flooding, rainfall, property type, and land drainage information, to establish relative, but not absolute, risk of groundwater flooding at a resolution of greater than a few hundred metres. The susceptibility data should not be used on its own to make planning decisions at any scale, and, in particular, should not be used to inform planning decisions at the site scale. The susceptibility data cannot be used on its own to indicate risk of groundwater flooding.

### Notes on Groundwater Flooding

The BGS Susceptibility to Groundwater Flooding hazard dataset identifies areas where geological conditions could enable groundwater flooding to occur and where groundwater may come close to the ground surface.

Groundwater flooding is assessed on a fourfold scale:

- The area is not considered to be prone to groundwater flooding based on rock type.
- There is limited potential for groundwater flooding to occur and further relevant information should be considered to determine this assessment.
- There is potential for groundwater flooding of property situated below the surface such as basements and other below surface infrastructure. Further relevant information should be considered to determine whether groundwater flooding has previously occurred.
- There is potential for groundwater flooding to occur at the surface and groundwater flooding hazard should be considered in all land use planning decisions. Other relevant information should be considered to establish the risk of groundwater flooding to property.

## Contact Details

### TM Group

helpdesk@tmgroup.co.uk  
0844 249 9202



### British Geological Survey Enquiries

Kingsley Dunham Centre, Keyworth, Nottingham  
enquiries@bgs.ac.uk  
Tel: 0115 936 3143. Fax: 0115 936 3276  
www.bgs.ac.uk



### Environment Agency

Tel: 08708 506 506  
De Ddwyrain (South East)  
Ty Cambria, St Mellons Business Park, Fortran Road, St Mellons,  
Cardiff, CF3 0EY  
Web: [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)  
Email: [enquiries@environment-agency.gov.uk](mailto:enquiries@environment-agency.gov.uk)



### JBA Risk Management

South Barn, Broughton Hall, Skipton, BD23 3AE



### Ordnance Survey

Adanac Drive, Southampton, SO16 0AS  
Tel: 08456 050505



### Flood Authority

Flood Authority Name: Powys - Powys  
Type: Unitary Authority  
County Unitary Name: Powys - Powys  
Description: CIVIL ADMINISTRATION AREA

### Getmapping PLC

Virginia Villas, High Street, Hartley Witney, Hampshire RG27 8NW  
Tel: 01252 845444



**Watertight International Ltd**

The Old Rectory, Church Lane, Thornby, Northampton, NN6 8SN

0800 093 3463

<http://www.watertightinternational.com>



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# Search Code

## IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: info@groundsure.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:

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- sets out minimum standards which firms compiling and selling search reports have to meet
- 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.

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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 they find 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](mailto:admin@tpos.co.uk)

You can get more information about the PCCB from [www.propertycodes.org.uk](http://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: Operations Director, Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: [info@groundsure.com](mailto:info@groundsure.com)

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](mailto:admin@tpos.co.uk).

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

## Standard Terms and Conditions

### 1 Definitions

In these terms and conditions unless the context otherwise requires:

“**Beneficiary**” means the person or entity for whose benefit the Client has obtained the Services.

“**Client**” means the party or parties entering into a Contract with Groundsure.

“**Commercial**” means any building or property which is not Residential.

“**Confidential Information**” means the contents of this Contract and all information received from the Client as a result of, or in connection with, this Contract other than

- (i) information which the Client can prove was rightfully in its possession prior to disclosure by Groundsure and
- (ii) any information which is in the public domain (other than by virtue of a breach of this Contract).

“**Support Services**” means Support Services provided by Groundsure including, without limitation, interpreting third party and in-house environmental data, providing environmental support advice, undertaking environmental audits and assessments, Site investigation, Site monitoring and related items.

“**Contract**” means the contract between Groundsure and the Client for the provision of the Services, and which shall incorporate these terms and conditions, the Order, and the relevant User Guide.

“**Third Party Data Provider**” means any third party providing Third Party Content to Groundsure.

“**Data Reports**” means reports comprising factual data with no accompanying interpretation.

“**Data Reports**” means reports comprising factual data with no accompanying interpretation.

“**Fees**” has the meaning set out in clause 5.1.

“**Groundsure**” means Groundsure Limited, a company registered in England and Wales under number 03421028.

“**Groundsure Materials**” means all materials prepared by Groundsure and provided as part of the Services, including but not limited to Third Party Content, Data Reports, Mapping, and Risk Screening Reports.

“**Intellectual Property**” means any patent, copyright, design rights, trade or service mark, moral rights, data protection rights, know-how or trade mark in each case whether registered or not and including applications for the same or any other rights of a similar nature anywhere in the world.

“**Mapping**” means a map, map data or a combination of historical maps of various ages, time periods and scales.

“**Order**” means an electronic, written or other order form submitted by the Client requesting Services from Groundsure in respect of a specified Site.

“**Ordnance Survey**” means the Secretary of State for Business, Innovation and Skills, acting through Ordnance Survey, Adanac Drive, Southampton, SO16 0AS, UK.

“**Order Website**” means the online platform through which Orders may be placed by the Client and accepted by Groundsure.

“**Report**” means a Risk Screening Report or Data Report for Commercial or Residential property.

“**Residential**” means any building or property used as or intended to be used as a single dwelling.

“**Risk Screening Report**” means a risk screening report comprising factual data with an accompanying interpretation by Groundsure.

“**Services**” means any Report, Mapping and/or Support Services which Groundsure has agreed to provide by accepting an Order pursuant to clause 2.6.

“**Site**” means the area of land in respect of which the Client has requested Groundsure to provide the Services.

“**Third Party Content**” means data, database information or other information which is provided to Groundsure by a Third Party Data Provider.

“**User Guide**” means the user guide, as amended from time to time, available upon request from Groundsure and on the website ([www.Groundsure.com](http://www.Groundsure.com)) and forming part of this Contract.

### 2 Scope of Services, terms and conditions, requests for insurance and quotation

2.1 Groundsure agrees to provide the Services in accordance with the Contract.

2.2 Groundsure shall exercise reasonable skill and care in the provision of the Services.

2.3 Subject to clause 7.3 the Client acknowledges that it has not relied on any statement or representation made by or on behalf of Groundsure which is not set out and expressly agreed in writing in the Contract and all such statements and representations are hereby excluded to the fullest extent permitted by law.

2.4 The Client acknowledges that terms and conditions appearing on a Client’s order form, printed stationery or other communication, or any terms or conditions implied by custom, practice or course of dealing shall be of no effect, and that this Contract shall prevail over all others in relation to the Order.

2.5 If the Client or Beneficiary requests insurance in conjunction with or as a result of the Services, Groundsure shall use reasonable endeavours to recommend such insurance, but makes no warranty that such insurance shall be available from insurers or that it will be offered on reasonable terms. Any insurance purchased by the Client or Beneficiary shall be subject solely to the terms of the policy issued by insurers and Groundsure will have no liability therefor. In addition you acknowledge and agree that Groundsure does not act as an agent or broker for any insurance providers. The Client should take (and ensure that the Beneficiary takes) independent advice to ensure that the insurance policy requested or offered is suitable for its requirements.

2.6 Groundsure’s quotations or proposals are valid for a period of 30 days only unless an alternative period of time is explicitly stipulated by Groundsure. Groundsure reserves the right to withdraw any quotation or proposal at any time before an Order is accepted by Groundsure. Groundsure’s acceptance of an Order shall be binding only when made in writing and signed by Groundsure’s authorised representative or when accepted through the Order Website.

### 3 The Client’s obligations

3.1 The Client shall comply with the terms of this Contract and

(i) procure that the Beneficiary or any third party relying on the Services complies with and acts as if it is bound by the Contract and

(ii) be liable to Groundsure for the acts and omissions of the Beneficiary or any third party relying on the Services as if such acts and omissions were those of the Client.

3.2 The Client shall be solely responsible for ensuring that the Services are appropriate and suitable for its and/or the Beneficiary’s needs.

3.3 The Client shall supply to Groundsure as soon as practicable and without charge all requisite information (and the Client warrants that such information is accurate, complete and appropriate), including without limitation any environmental information relating to the Site and shall give such assistance as Groundsure shall reasonably require in the provision of the Services including, without limitation, access to the Site, facilities and equipment.

3.4 Where the Client’s approval or decision is required to enable Groundsure to carry out work in order to provide the Services, such approval or decision shall be given or procured in reasonable time and so as not to delay or disrupt the performance of the Services.

3.5 Save as expressly permitted by this Contract the Client shall not, and shall procure that the Beneficiary shall not, re-sell, alter, add to, or amend the Groundsure Materials, or use the Groundsure Materials in a manner for which they were not intended. The Client may make the Groundsure Materials available to a third party who is considering acquiring some or all of, or providing funding in relation to, the Site, but such third party cannot rely on the same unless expressly permitted under clause 4.

3.6 The Client is responsible for maintaining the confidentiality of its user name and password if using the Order Website and the Client acknowledges that Groundsure accepts no liability of any kind for any loss or damage suffered by the Client as a consequence of using the Order Website

### 4 Reliance

4.1 The Client acknowledges that the Services provided by Groundsure consist of the presentation and analysis of Third Party Content and other content and that information obtained from a Third Party Data Provider cannot be guaranteed or warranted by Groundsure to be reliable.

4.2 In respect of Data Reports, Mapping and Risk Screening Reports, the following classes of person and no other are entitled to rely on their contents;

- (i) the Beneficiary,
- (ii) the Beneficiary’s professional advisers,
- (iii) any person providing funding to the Beneficiary in relation to the Site (whether directly or as part of a lending syndicate),
- (iv) the first purchaser or first tenant of the Site, and
- (v) the professional advisers and lenders of the first purchaser or tenant of the Site.

4.3 In respect of Support Services, only the Client, Beneficiary and parties expressly named in a Report and no other parties are entitled to rely on its contents.

4.4 Save as set out in clauses 4.2 and 4.3 and unless otherwise expressly agreed in writing, no other person or entity of any kind is entitled to rely on any Services or Report issued or provided by Groundsure. Any party considering such Reports and Services does so at their own risk.

### 5 Fees and Disbursements

5.1 Groundsure shall charge and the Client shall pay fees at the rate and frequency specified in the written proposal, Order Website or Order acknowledgement form, plus (in the case of Support Services) all proper disbursements incurred by Groundsure. The Client shall in addition pay all value added tax or other tax payable on such fees and disbursements in relation to the provision of the Services (together “Fees”).

5.2 The Client shall pay all outstanding Fees to Groundsure in full without deduction, counterclaim or set off within 30 days of the date of Groundsure’s invoice or such other period as may be agreed in writing between Groundsure and the Client (“Payment Date”). Interest on late payments will accrue on a daily basis from the Payment Date until the date of payment (whether before or after judgment) at the rate of 8% per annum.

5.3 The Client shall be deemed to have agreed the amount of any invoice unless an objection is made in writing within 28 days of the date of the invoice. As soon as reasonably practicable after being notified of an objection, without prejudice to clause 5.2 a member of Groundsure’s management team will contact the Client and the parties shall then use all reasonable endeavours to resolve the dispute within 15 days.

### 6 Intellectual Property and Confidentiality

6.1 Subject to

- (i) full payment of all relevant Fees and
- (ii) compliance with this Contract,

the Client is granted (and is permitted to sub-licence to the Beneficiary) a royalty-free, worldwide, non-assignable and (save to the extent set out in this Contract) non-transferable licence to make use of the Groundsure Materials.

6.2 All Intellectual Property in the Groundsure Materials are and shall remain owned by Groundsure or Groundsure’s licensors (including without limitation the Third Party Data Providers) the Client acknowledges, and shall procure acknowledgement by the Beneficiary of, such ownership. Nothing in this Contract purports to transfer or assign any rights to the Client or the Beneficiary in respect of such Intellectual Property.

6.3 Third Party Data Providers may enforce any breach of clauses 6.1 and 6.2 against the Client or Beneficiary.

6.4 The Client shall, and shall procure that any recipients of the Groundsure Materials shall:

- (i) not remove, suppress or modify any trade mark, copyright or other proprietary marking belonging to Groundsure or any third party from the Services;
- (ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;
- (iii) not create any product or report which is derived directly or indirectly from the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);
- (iv) not combine the Services with or incorporate such Services into any other information data or service;
- (v) not reformat or otherwise change (whether by modification, addition or enhancement), the Services (save that those acting for the Beneficiary in a professional capacity shall not be in breach of this clause 6.4(v) where such reformatting is in the normal course of providing

advice based upon the Services);

(vi) where a Report and/or Mapping contains material belonging to Ordnance Survey, acknowledge and agree that such content is protected by Crown Copyright and shall not use such content for any purpose outside of receiving the Services; and

(vii) not copy in whole or in part by any means any map prints or run-on copies containing content belonging to Ordnance Survey (other than that contained within Ordnance Survey's OS Street Map) without first being in possession of a valid Paper Map Copying Licence from Ordnance Survey,

6.5 Notwithstanding clause 6.4, the Client may make reasonable use of the Groundsure Materials in order to advise the Beneficiary in a professional capacity. However, Groundsure shall have no liability in respect of any advice, opinion or report given or provided to Beneficiaries by the Client.

6.6 The Client shall procure that any person to whom the Services are made available shall notify Groundsure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time.

### **7. Liability: Particular Attention Should Be Paid To This Clause**

7.1 This Clause 7 sets out the entire liability of Groundsure, including any liability for the acts or omissions of its employees, agents, consultants, subcontractors and Third Party Content, in respect of:

- (i) any breach of contract, including any deliberate breach of the Contract by Groundsure or its employees, agents or
- (ii) any use made of the Reports, Services, Materials or any part of them; and
- (iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

7.3 Nothing in the Contract limits or excludes the liability of the Supplier for death or personal injury resulting from negligence, or for any damage or liability incurred by the Client or Beneficiary as a result of fraud or fraudulent misrepresentation.

7.4 Groundsure shall not be liable for

- (i) loss of profits;
- (ii) loss of business;
- (iii) depletion of goodwill and/or similar losses;
- (iv) loss of anticipated savings;
- (v) loss of goods;
- (vi) loss of contract;
- (vii) loss of use;
- (viii) loss or corruption of data or information;
- (ix) business interruption;
- (x) any kind of special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
- (xi) loss or damage that arise as a result of the use of all or part of the Groundsure Materials in breach of the Contract;
- (xii) loss or damage arising as a result of any error, omission or inaccuracy in any part of the Groundsure Materials where such error, omission or inaccuracy is caused by any Third Party Content or any reasonable interpretation of Third Party Content;
- (xiii) loss or damage to a computer, software, modem, telephone or other property; and
- (xiv) loss or damage caused by a delay or loss of use of Groundsure's internet ordering service.

7.5 Groundsure's total liability in relation to or under the Contract shall be limited to £10 million for any claim or claims.

7.6 Groundsure shall procure that the Beneficiary shall be bound by limitations and exclusions of liability in favour of Groundsure which accord with those detailed in clauses 7.4 and 7.5 (subject to clause 7.3) in respect of all claims which the Beneficiary may bring against Groundsure in relation to the Services or other matters arising pursuant to the Contract.

### **8 Groundsure's right to suspend or terminate**

8.1 If Groundsure reasonably believes that the Client or Beneficiary has not provided the information or assistance required to enable the proper provision of the Services, Groundsure shall be entitled to suspend all further performance of the Services until such time as any such deficiency has been made good.

8.2 Groundsure shall be entitled to terminate the Contract immediately on written notice in the event that:

- (i) the Client fails to pay any sum due to Groundsure within 30 days of the Payment Date; or
- (ii) the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an administration order made against it or if a receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved; or
- (iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or
- (iv) the Client or the Beneficiary breaches any term of the Contract (including, but not limited to, the obligations in clause 4) which is incapable of remedy or if remediable, is not remedied within five days of notice of the breach.

### **9 Client's Right to Terminate and Suspend**

9.1 Subject to clause 10.1, the Client may at any time upon written notice terminate or suspend the provision of all or any of the Services.

9.2 In any event, where the Client is a consumer (and not a business) he/she hereby expressly acknowledges and agrees that:

- (i) the supply of Services under this Contract (and therefore the performance of this Contract) commences immediately upon Groundsure's acceptance of the Order; and
- (ii) the Reports and/or Mapping provided under this Contract are
  - (a) supplied to the Client's specification(s) and in any event
  - (b) by their nature cannot be returned.

## **10 Consequences of Withdrawal, Termination or Suspension**

10.1 Upon termination of the Contract:

- (i) Groundsure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client and/or Beneficiary any property of the Client and/or Beneficiary in Groundsure's possession or control; and
- (ii) the Client shall pay to Groundsure all and any Fees payable in respect of the performance of the Services up to the date of termination or suspension. In respect of any Support Services provided, the Client shall also pay Groundsure any additional costs incurred in relation to the termination or suspension of the Contract.

## **11 Anti-Bribery**

11.1 The Client warrants that it shall:

- (i) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- (ii) comply with such of Groundsure's anti-bribery and anti-corruption policies as are notified to the Client from time to time; and
- (iii) promptly report to Groundsure any request or demand for any undue financial or other advantage of any kind received by or on behalf of the Client in connection with the performance of this Contract.

11.2 Breach of this Clause 11 shall be deemed a material breach of this Contract.

## **12 General**

12.1 The Mapping contained in the Services is protected by Crown copyright and must not be used for any purpose other than as part of the Services or as specifically provided in the Contract.

12.2 The Client shall be permitted to make one copy only of each Report or Mapping Order. Thereafter the Client shall be entitled to make unlimited copies of the Report or Mapping Order only in accordance with an Ordnance Survey paper map copy license available through Groundsure.

12.3 Groundsure reserves the right to amend or vary this Contract. No amendment or variation to this Contract shall be valid unless signed by an authorised representative of Groundsure.

12.4 No failure on the part of Groundsure to exercise, and no delay in exercising, any right, power or provision under this Contract shall operate as a waiver thereof.

12.5 Save as expressly provided in this Contract, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.

12.6 The Secretary of State for Business, Innovation and Skills ("BIS") or BIS' successor body, as the case may be, acting through Ordnance Survey may enforce a breach of clause 6.4(vi) and clause 6.4(vii) of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

12.7 Groundsure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:

- (i) the Client or Beneficiary's failure to provide facilities, access or information;
- (ii) fire, storm, flood, tempest or epidemic;
- (iii) Acts of God or the public enemy;
- (iv) riot, civil commotion or war;
- (v) strikes, labour disputes or industrial action;
- (vi) acts or regulations of any governmental or other agency;
- (vii) suspension or delay of services at public registries by Third Party Data Providers;
- (viii) changes in law; or
- (ix) any other reason beyond Groundsure's reasonable control. In the event that Groundsure is prevented from performing the Services (or any part thereof) in accordance with this clause 12.6 for a period of not less than 30 days then Groundsure shall be entitled to terminate this Contract immediately on written notice to the Client.

12.8 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.

12.9 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email (save to the extent such day is not a working day where it shall be deemed to have been delivered on the next working day) and on the second working day after the day of posting if sent by first class post.

12.10 The Contract constitutes the entire agreement between the parties and shall supersede all previous arrangements between the parties relating to the subject matter hereof.

12.11 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.

12.12 This Contract shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with this Contract shall be subject to the exclusive jurisdiction of the English courts.

12.13 Groundsure is an executive member of the Council of Property Search Organisation (CoPSO) and has signed up to the Search Code administered by the Property Codes Compliance Board (PCCB). All Risk Screening Reports shall be supplied in accordance with the provisions of the Search Code.

12.14 If the Client or Beneficiary has a complaint about the Services, written notice should be given to the Compliance Officer at Groundsure who will respond in a timely manner. In the event you are not satisfied with Groundsure's complaints handling process or you are unable to resolve the complaint, at your discretion you may refer the complaint to The Property Ombudsman Scheme at the following URL/email: website [www.tpos.co.uk](http://www.tpos.co.uk) or email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

12.15 The Client agrees that it shall, and shall procure that each Beneficiary shall, treat in confidence all Confidential Information and shall not, and shall procure that each Beneficiary shall not

- (i) disclose any Confidential Information to any third party other than in accordance with the terms of this Contract; and
- (ii) use Confidential Information for a purpose other than the exercise of its rights and obligations under this Contract. Subject to clause 6.6, nothing shall prevent the Client or any Beneficiary from disclosing Confidential Information to the extent required by law



# Groundsure

LOCATION INTELLIGENCE



# Groundsure Homebuyers

<b>Date</b> 28 Mar 2016	<b>Groundsure Reference</b> 15076178	<b>Address</b> Land to south of 1 Golf Club Lane, Builth Wells,
<b>Grid Reference</b> 303130,251106	<b>Your Reference:</b> 15076178	

## GROUNDSURE PROFESSIONAL OPINION

### Contaminated Land



**PASSED**

Groundsure considers that there is not a “High Potential Risk”\* that the property will be identified as “Contaminated Land” within the meaning set out in Part 2A of the Environmental Protection Act 1990. Therefore, Groundsure consider that Contaminated Land issues are unlikely to have a significant impact on the security of the property in normal lending scenarios.

\*High Potential Risk” is the level of risk which results in 1% of reports being In Need of Further Assessment.

### River, coastal and surface water flooding



**IDENTIFIED**

A High risk of coastal/river flooding and a Negligible risk of surface water (pluvial) flooding have been identified within 25m of the centre of the property.

The property has not been assessed by JBA with regard to potential insurability. Please see the flood recommendations for further information.

### Natural Ground Subsidence



**IDENTIFIED**

The study site is located in an area where some properties may be affected by Natural Ground Subsidence. Please refer to Section 5.7 for further information.

\*High Potential Risk” is the level of risk which results in 1% of reports being In Need of Further Assessment.

#### Key



Issues have been identified. Further investigation is recommended.



No significant issues identified



Some minor issues have been identified which a prudent purchaser may wish to investigate further.

#### Contact Us

If you need any further assistance, please do not hesitate to contact our helpline on 0844 249 9202 quoting the above report reference number.





# GROUNDSURE HOMEBUYERS REPORT

## Other considerations

### **BGS Non-Coal Mining**

The British Geological Survey (BGS) have identified that non-coal mining risks are possible, though highly unlikely, at the property. Please refer to Section 6.2 for further guidance.

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### **Coal Mining:**

The study site does not lie in an area which may be affected by coal mining

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### **Potential Infilled Land**

Groundsure have not identified any past activities that can cause structural problems on or in proximity to the property.

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### **Development Constraints**

The property has been identified to lie within or in close proximity to one or more designated areas which may restrict development at the site. Further details of the constraints identified can be found in Section 4 of this report.

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### **HS2 and Crossrail 1**

The property does not lie within 5km of the proposed High Speed 2 (HS2) train route or within 500m of the proposed Crossrail 1 train route. No further recommendations are necessary.

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### **Groundwater flooding**

The site or an area in close proximity is considered to have the potential for groundwater flooding to occur at the surface. Please refer to the Detailed Findings in Section 5.6 for further information.

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### **Radon**

The study site is located in an area where some properties are Radon Affected. Please refer to the Detailed Findings and Section 5.8 for further information.

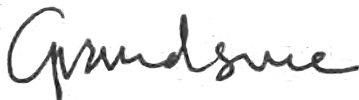
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### **Energy**

The property has been identified to lie within 5km of one or more of the following:  
Existing or proposed oil/gas/shale gas/coalbed methane wells; Existing or proposed wind turbines; Existing or proposed power stations or nuclear installations; Existing or proposed solar farms.  
For further information, you may wish to purchase a Groundsure Energy report.

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Please note that no physical inspection of the property has been carried out in the preparation of this report. If you would like any further assistance regarding this report, please contact Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)



# Environmental Overview and Guidance

## Recommendations - Flood

### Environment Agency river/coastal flooding

As the site lies within or in close proximity to an area with a High risk rating in the RoFRaS database, a prudent purchaser may wish to consider reducing the impact of flooding at the property by installing flood protection measures. Such measures may help reduce the effects of flooding at the property if flood defences are absent or are breached, and may assist in obtaining insurance for the site. Furthermore, it is recommended that anyone living within an area at High risk signs up to the Environment Agency's Flood Warning Scheme on 0345 988 1188 or at [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk).

### Historic Flood Events

The site is not recorded to have been subject to historic flooding. However, the absence of data does not provide a definitive conclusion that the site has never flooded, only that the Environment Agency hold no record of any flooding at the site.

### JBA surface water (pluvial) flooding

The site and areas in close proximity have been assessed to not be at risk from surface water (pluvial) flooding. No further guidance is required.

### JBA Insurability

The property has not been assessed by JBA with regard to insurability. This is most likely due to the property being a new build, or the report being ordered in a non-residential location. The insurability data is suitable only for residential properties. The JBA Property Insurability Index should include all properties which appeared in the November 2013 release of Ordnance Survey's AddressBase Plus database. As an alternative, you may wish to use the overall flood risk as a guide to potential insurability.

The JBA Insurability Index is categorised on a fivefold scale (subject to terms, applicant's status and individual insurers' approach to risk, and any other factors which may be relevant):

- Green indicates a level of flood hazard such that insurance covering flood risk may be obtainable relatively easily as part of a standard household insurance contract.
- Amber indicates a level of flood hazard such that insurance covering flood risk may be available but may be subject to increased premiums and non-standard and/or additional terms.
- Red indicates a level of flood hazard such that insurance covering flood risk may be more difficult to obtain.
- Black 1 indicates a level of flood hazard such that insurance covering flood risk may be significantly more difficult to obtain.
- Black 2 indicates a level of flood hazard such that insurance covering flood risk may be extremely difficult to obtain.

As this index is indicative we recommend a number of insurers are contacted in order to obtain a comparative quote.

# Overview of Findings

Factor	Assessment	Section
<b>Potentially Contaminative Historical Land Uses</b>		
1:10,000 & 1:10,560 scale Historical Data [Nationwide]	Passed	1.1
Potentially Infilled Land (1:10,000 & 1:10,560 scale survey)	Passed	1.2
<b>Additional Information 1:2,500 scale Historical Data</b>		
Historical Tanks	Passed	1.3
Historical Energy Features	Passed	1.4
Historical Petrol Stations	Passed	1.5
Historical Garage / Vehicle Repair	Passed	1.6
Historical Military / Ordnance Sites	Passed	1.7
<b>Landfill and Waste Sites</b>		
Landfill Sites	Passed	2.1
Landfills from Local Authority and Historical Mapping Records	Passed	2.2
Waste Treatment, Transfer or Disposal Sites	Passed	2.3
Environment Agency Licensed Waste Sites	Passed	2.4
<b>Industrial Sites and Processes</b>		
Potentially Contaminative Industrial Sites	Passed	3.1
Petrol & Fuel Sites	Passed	3.2
Part A Authorised Processes	Passed	3.3
Part A (2) and Part B Authorised Processes	Passed	3.4
Radioactive Substance Authorisations	Passed	3.5
Licensed Discharges	Passed	3.6
Dangerous Substance Inventory	Passed	3.7
Dangerous or Hazardous Sites (COMAH or NIHHS)	Passed	3.8
EPA1990 Sites	Passed	3.9
Environment Agency Recorded Pollution Incidents	Passed	3.10
Hazardous Substance Consents and Enforcements	Passed	3.11
<b>Environmental Setting</b>		
Sites of Special Scientific Interest (SSSI)	Yes	4.1
Ramsar Sites	No	4.2
National Nature Reserves (NNR)	No	4.3
Special Areas of Conservation (SAC)	Yes	4.4
Special Protection Areas (SPA)	No	4.5
Local Nature Reserves (LNR)	No	4.6
World Heritage Sites	No	4.7
Areas of Outstanding Natural Beauty (AONB)	No	4.8
National Parks (NP)	No	4.9
Green Belt	No	4.10

Report Reference: 15076178

If you need any further assistance, please do not hesitate to contact our helpline on 0844 249 9202 quoting the above report reference number.

Designated Ancient Woodland	Yes	4.11
<b>Natural Hazards &amp; Additional Factors</b>		
What is the maximum Risk of Flooding from Rivers and the Sea (RoFRaS) Flood Rating within 25m of the centre of the property?	High	5.1
Are there any Areas Benefiting from Flood Defences within 250m?	No	5.2
Are there any Areas Used for Flood Storage within 250m?	No	5.3
Has the site or an area within 25m been subject to past flooding as recorded by the Environment Agency?	No	5.4
What is the maximum Surface Water flood risk identified within 25m of the centre of the property?	Negligible	5.5
What is the maximum susceptibility to Groundwater Flooding in proximity to the study site?	Potential at surface	5.6
Natural Ground Subsidence	Moderate - High	5.7
Radon	The property is in a Radon Affected Area, as between 1 and 3% of properties are above the Action Level	5.8
Radon Protective Measures	None	5.9
<b>Mining</b>		
Coal Mining	No	6.1
BGS Non-Coal Mining	Highly Unlikely	6.2
Mining Cavities	No	6.3
Natural Cavities	No	6.4
Historical Mining	No	6.5
Historical Underground Workings	No	6.6
<b>Additional Information</b>		
Ofcom Sitefinder Mobile Phone Mast Records	No	7.1
Mobile Phone Mast Planning Records	No	7.2
Overhead Electricity Transmission Lines and Pylons	No	7.3
<b>Guide to Our Professional Assessment</b>		8
<b>Contact Details</b>		9
<b>Terms and Conditions</b>		10



# Aerial Photograph



Aerial photography supplied by Getmapping PLC.  
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Site Name: Land to south of 1 Golf Club Lane, Bulth  
Wells,

Grid Reference: 303130,251106

Report Reference: 15076178

If you need any further assistance, please do not hesitate to contact our helpline on 0844 249 9202 quoting the above report reference number.

# Notes on Professional Assessments

## Professional Assessment of Contaminated Land

Please note that this assessment takes account of the following data: historical land use, landfill and waste transfer/treatment or disposal sites, scrap yards, current industrial uses (as defined by PointX data), Part A(1), A(2) and B Processes, COMAH and NIHHS sites, Dangerous Substances releases, RAS consents, Discharge and Red List Discharge consents, EPA 1990 sites, Pollution Incidents and Hazardous Substance Consents and Enforcements. This information is listed in this report. The Professional Assessment of Contaminated Land does not include assessment of the risk presented by natural hazards such as radon, subsidence or flooding or for past or present coal mining activity. No physical inspection of the property has been carried out.

Our risk assessments assume that the Site will be used for residential accommodation. The report is not suitable for non-domestic properties or for identifying risks for developments at the planning stage in accordance with National Planning Policy Framework (NPPF).

### Professional Assessment of Flood Risk

Please note this assessment is based entirely on information provided by the Environment Agency (river/coastal flooding) and JBA Risk Management (pluvial/surface water flooding).

### JBA Insurability

Please note that this assessment is produced by JBA Risk Management and is based entirely on their own modelled data for river flooding, coastal flooding and surface water flooding. As JBA have modelled this data in-house, there may be times when JBA's assessment of river and coastal flood risk will differ from that modelled by the Environment Agency. If you require further explanation of the insurability data, please contact Groundsure.

# Introduction to Detailed Findings

All mapped features within this report are given an identification number. This number identifies the feature on the maps which precede the following data sections. All distances provided are in metres and directions are given as compass headings.

**Section 1.1** - Historical maps are a widely recognised source of information for investigating site history. Nevertheless, analysis of mapping at 1:10,560 and 1:10,000 scale will not always provide a complete site history. If you are concerned about the former uses of a site, we would advise additional analysis of planning records and/or more detailed historical mapping.

Please note that the number of records identified relates to areas subject to potentially contaminative former activities and these do not necessarily correspond to the number of sites found within these areas.

**Section 1.2** - Systematic analysis of historical maps can highlight areas which, over time, have the potential to have been infilled with various materials. Such areas can relate to such features as ditches, ponds, clay pits, brickfields and quarries. Areas of infill do not always refer to landfill sites, although they may sometimes indicate the presence of such sites. Such areas are normally infilled with inert materials, although in some cases contaminative materials may have been used.

**Sections 1.3 to 1.6** - Selected highly contaminative land uses have been extracted from 1:2,500 and 1:1,250 scale historical mapping. This database covers the majority of the UK from the first available map, but where areas of the UK are not covered it is indicated in the report as "No Data Available". This indicates that no assessment of the risk from these features is included in the report. In this instance if you are still concerned about the former uses of a site, we would advise additional analysis of planning records and/or more detailed historical mapping.

**Section 1.7** – Certain military installations were not noted on historic mapping for security reasons. Whilst not all military land is necessarily of concern, Groundsure has researched and digitised a number of Ordnance Factories and other military industrial features (e.g. Ordnance Depots, Munitions Testing Grounds) which may be of contaminative concern. This research was drawn from a number of different sources, and should not be regarded as a definitive or exhaustive database of potentially contaminative military installations. The boundaries of sites within this database have been estimated from the best evidence available to Groundsure at the time of compilation.

**Section 2** - This information is gathered from a wide range of sources including the Environment Agency (Agency) and the British Geological Survey (BGS). Data supplied by Environment Agency refers to waste management licences required by anyone involved in waste disposal under the Environmental Protection Act 1990. A survey by the BGS undertaken in 1972/3 provides data on some older landfill sites, which were not subject to this legislation.

**Section 3.1** – The answer to this question is based on searches of current industrial data provided by PointX

**Section 3.2** – The answer to this question is based on searches of current and recent petrol stations provided by Catalist.

**Sections 3.3, 3.5, 3.7 and 3.10** – This information is supplied by the Environment Agency.

**Section 3.6** – The answer to this question is based on searches of Environment Agency databases referencing discharges to controlled waters (Discharge Consents) as well as controlled discharges of more harmful substances to public sewers (Red List Discharge and Water Industry Referrals).

**Section 3.4, 3.9 and 3.11** – This information is supplied by Local Authorities.

**Section 3.8** – This information is supplied by the Health and Safety Executive.

**Section 5.1** – The answer to this question is based upon a 50m search radius from the centre of the search location. This information is supplied by the Environment Agency.

**Sections 5.2 to 5.4** – The answers to these questions are based upon a 250m search radius from the centre of the search location. This information is supplied by the Environment Agency.

**Sections 5.5-5.9** – The answer to this question is based upon a 50m search radius from the centre of the search location.

**Section 6.1** – The answer to this question is based upon information found within 50m of the search centre.

**Sections 6.2 and 6.4** – These databases provide an indication of “non-coal” mining and natural ground cavities. They are used to provide an indication that activities that have the potential to cause ground instability issues are present in the general vicinity of the property. However the accuracy of the data is not sufficient to confirm if the property will be directly affected.

**Sections 6.5 and 6.6** - Systematic analysis of historical maps can highlight areas where either mining or underground workings have occurred in the past. The information is taken from features presented on historical maps which do not indicate the distance or direction which underground or mining workings extend beneath the surface. e.g features such as mine shafts only indicate the entrance to a mine, and by inference indicate the potential for underground features to extend outward from this point. Some features within this database may also relate to non-mining underground activities e.g. air shafts for underground railways.

**Section 7.1 and Section 7.2:** Provides information on records of Ofcom-registered mobile phone masts and mobile mast planning records up to 250m

**Section 7.3** – Please be aware that the findings contained within the overhead power transmission lines section is based upon information found within [Ordnance Survey OpenData](#).



# 1. Past Land Use

## 1.1 Potentially Contaminative Uses

The systematic analysis of data extracted from standard 1:10,560 and 1:10,000 scale historical maps provides the following information.

Are there any potentially contaminative past land uses within 250m of the search centre? Yes

Risk Assessment Passed

Guidance: These findings are not of concern. No further action is recommended.

Distance (m)	Direction	Use	Date
53	SW	Cuttings	1948
53	SW	Cuttings	1938
55	SW	Cuttings	1903
56	SW	Cuttings	1948
56	SW	Cuttings	1887
111	SE	Unspecified Factory	1977
164	N	Rifle Range	1887

## 1.2 Potentially Infilled Land

The systematic analysis of data extracted from standard 1:10,560 and 1:10,000 scale historical maps provides the following information.

Are there areas of potentially infilled land within 250m of the search centre ? Yes

Guidance: These findings are not of concern. No further action is recommended.

The following Historical Surface Ground Working Features derived from the Historical Mapping information is provided by Groundsure:

Distance (m)	Direction	Use	Date
53	SW	Cuttings	1948
56	SW	Cuttings	1948
56	SW	Cuttings	1887



### 1.3 Additional Information – Historical Tank Database

The systematic analysis of data extracted from High Detailed 1:1,250 and 1:2,500 scale historical maps provides the following information.

Are there any historical tanks within 100m of the search centre? No

Risk Assessment Passed

Guidance: Groundsure has searched this database and no data was found. No further action is recommended

---

### 1.4 Additional Information – Historical Energy Features Database

The systematic analysis of data extracted from High Detailed 1:1,250 and 1:2,500 scale historical maps provides the following information.

Are there any historical energy features within 100m of the search centre? No

Risk Assessment Passed

Guidance: Groundsure has searched this database and no data was found. No further action is recommended

---

### 1.5 Additional Information – Historical Petrol Station Database

The systematic analysis of data extracted from High Detailed 1:1,250 and 1:2,500 scale historical maps provides the following information.

Are there any historical petrol stations within 100m of the search centre? No

Risk Assessment Passed

Guidance: Groundsure has searched this database and no data was found. No further action is recommended

---

### 1.6 Additional Information – Historical Garage and Motor Vehicle Repair Database

The systematic analysis of data extracted from High Detailed 1:1,250 and 1:2,500 scale historical maps provides the following information.

Are there any historical garage and motor vehicle repair sites within 100m of the search centre? No

Risk Assessment Passed

Guidance: Groundsure has searched this database and no data was found. No further action is recommended

## 1.7 Historical Military/Ordnance Sites

Analysis of historic military records has identified the following information.

Are there any historical military industrial sites known to Groundsure within 100m of the search centre? No

Risk Assessment Passed

Guidance: Groundsure has searched this database and no data was found. No further action is recommended

---

## 2. Landfill and Waste Sites

### 2.1 Landfill Sites

Are there any operational or non-operational landfill sites within 500m of the search centre? No

Risk Assessment Passed

Guidance: Groundsure has searched this database and no data was found. No further action is recommended.

#### 2.1.1 Environment Agency Active Landfill Sites

Database searched and no data found.

---

#### 2.1.2 Environment Agency Historic Landfill Sites

Database searched and no data found.

---

#### 2.1.3 British Geological Survey / DoE Landfill Site Survey

Database searched and no data found.

---

### 2.2 Records of Landfills in Local Authority and Historical Mapping Records

Are there any additional Landfills in Local Authority and Historical Mapping records within 500m of the search centre? No

Risk Assessment Passed

Guidance:Groundsure has searched this database and no data was found. No further action is recommended

---

## 2.3 Waste Sites

Are there any operational or non-operational waste treatment, transfer or disposal sites within 500m of the search centre? No

Risk Assessment Passed

Guidance: Groundsure has searched this database and no data was found. No further action is recommended

---

## 2.4 Environment Agency Licensed Waste Sites

Are there any Environment Agency Licensed Waste Sites within 500m of the search centre? No

Risk Assessment Passed

Guidance: Groundsure has searched this database and no data was found. No further action is recommended

---

# 3. Industrial Sites and Processes



Industrial Sites and Process Legend

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## 3. Industrial Sites and Processes

### 3.1 Potentially Contaminative Industrial Sites

Are there any potentially contaminative industrial sites within 250m of the search centre? Yes

Risk Assessment Passed

Guidance: These findings are not of concern. No further action is recommended.

The following records are represented as points on the Industrial Sites and Processes map.

ID	Distance (m)	Direction	Company	Address	Activity	Category
1	147	SE	Irfon Enterprise Park	LD2	Business Parks and Industrial Estates	Industrial Features
2A	165	SE	Seren Logistics	Unit 5 Garth Road, Builth Wells, LD2 3NL	Distribution and Haulage	Transport, Storage and Delivery
3A	175	SE	Factory	LD2	Unspecified Works Or Factories	Industrial Features
4	190	SE	Electricity Sub Station	LD2	Electrical Features	Infrastructure and Facilities
5	193	NE	Electricity Sub Station	LD2	Electrical Features	Infrastructure and Facilities

### 3.2 Petrol and Fuel Sites

Are there any petrol and fuel sites within 250m of the search centre? No

Risk Assessment Passed

Guidance: Groundsure has searched this database and no data was found. No further action is recommended.

### 3.3 Part A(1) Authorised Processes

Are there any Part A(1) Authorised Processes within 500m of the search centre? No

Risk Assessment Passed

Guidance: Groundsure has searched this database and no data was found. No further action is recommended.

### 3.4 Part A(2) and Part B Authorised Processes and Enforcements

Are there any Part A(2) and Part B Authorised Processes and Enforcements within 250m of the search centre? No  
Risk Assessment Passed

Guidance: Groundsure has searched this database and no data was found. No further action is recommended.

### 3.5 Radioactive Substance Authorisations

Are there any radioactive substance authorisations within 500m of the search centre? No  
Risk Assessment Passed

Guidance: Groundsure has searched this database and no data was found. No further action is recommended

### 3.6 Licensed Discharge Consents

Are there any licensed discharge consents within 250m of the search centre? Yes  
Risk Assessment Passed

Guidance: These findings are not of concern. No further action is recommended.

The following licenced discharge consents are represented as points on the Industrial Sites and Processes map.

ID	Distance	Direction	Address	Permit Number	Receiving Water	Effluent Type	Status
6	110	S	BUILTH WELLS AVON VALLEY ENGINEERIN , BUILTH WELLS AVON VALLEY ENGINEE, AVON VALLEY ENGINEERIN G, UNKNOWN, UNKNOWN, UNKNOWN	AW4002101	IRFON RIVER	UNSPECIFIED	CONSENT EXPIRED-TIME LIMIT



### 3.7 Dangerous Substance Inventory

Are there any dangerous substance inventory sites within 500m of the search centre? No

Risk Assessment Passed

Guidance: Groundsure has searched this database and no data was found. No further action is recommended.

### 3.8 Dangerous or Hazardous Sites

Are there any COMAH & NIHHS sites within 500m of the search centre? No

Risk Assessment Passed

Guidance: Groundsure has searched this database and no data was found. No further action is recommended.

### 3.9 Sites Determined as Contaminated Land under Part 2A EPA 1990

Does the Local Authority hold information under Section 78R of the Environmental Protection Act 1990 for any sites within 250m of the search centre? No

Risk Assessment Passed

Guidance: Groundsure has searched this database and no data was found. No further action is recommended.

### 3.10 Environment Agency Recorded Pollution Incidents

Are there any Environment Agency recorded pollution incidents within 250m of the search centre? Yes

Risk Assessment Passed

Guidance: These findings are not of concern. No further action is recommended.

The following records are represented as points on the Industrial Sites and Processes map.

ID	Distance (m)	Direction	Incident Date	Land Impact	Water Impact	Pollutant
7	131	N	10-Sep-2003	Category 4 (No Impact)	Category 4 (No Impact)	Not Identified

### 3.11 Hazardous Substance Consents and Enforcements

Are there any Hazardous Substance Consents or Enforcement within 500m of the search centre? No

Risk Assessment Passed

Guidance: Groundsure has searched this database and no data was found. No further action is recommended.

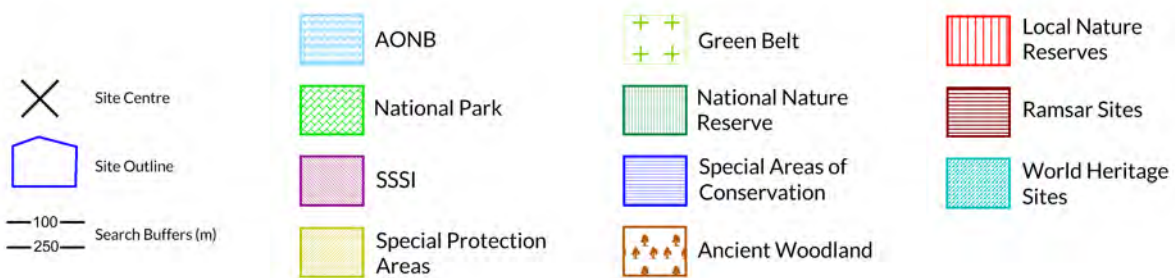
---

# 4. Environmental Setting



Environmental Setting Legend

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## 4. Environmental Setting

### Designated Sites

Presence of sites of ecological and environmental value within 250m of the study site? Yes

#### 4.1 Sites of Special Scientific Interest (SSSI)

Records of Sites of Special Scientific Interest (SSSI) within 250m of the study site: 1

The following Sites of Special Scientific Interest (SSSI) records are provided by Natural England/Natural Resources Wales:

Distance (m)	Direction	SSSI Name	Data Source
20	SE	AFON IRFON	Natural Resources Wales

#### 4.2 Ramsar sites

Records of Ramsar sites within 250m of the study site: 0

Database searched and no data found.

#### 4.3 National Nature Reserves

Records of National Nature Reserves (NNR) within 250m of the study site: 0

Database searched and no data found.

#### 4.4 Special Areas of Conservations (SAC)

Records of Special Areas of Conservation (SAC) within 250m of the study site: 1

The following Special Areas of Conservation (SAC) records are provided by Natural England/Natural Resources Wales:

Distance (m)	Direction	SAC Name	Data Source
20	SE	River Wye	Natural England

---

#### 4.5 Special Protection Areas (SPA)

Records of Special Protection Areas (SPA) within 250m of the study site: 0

Database searched and no data found.

---

#### 4.6 Local Nature Reserves (LNR)

Records of Local Nature Reserves (LNR) within 250m of the study site: 0

Database searched and no data found.

---

#### 4.7 World Heritage Sites

Records of World Heritage Sites within 250m of the study site: 0

Database searched and no data found.

---

#### 4.8 Areas of Outstanding Natural Beauty

Records of Areas of Outstanding Natural Beauty (AONB)/National Scenic Areas within 250m of the study site: 0

Database searched and no data found.

---

#### 4.9 National Parks

Records of National Parks (NP) within 250m of the study site: 0

Database searched and no data found.

---

#### 4.10 Green Belt

Records of Green Belt land within 250m of the study site:

0

Database searched and no data found.

---

#### 4.11 Designated Ancient Woodland

Records of Ancient Woodland within 250m of the study site:

2

The following Ancient Woodland records are provided by Natural England/ Natural Resources Wales.

Distance (m)	Direction	Ancient Woodland Name	Ancient Woodland Type
13	W	Unknown	Ancient and Semi-Natural Woodland
205	SE	Unknown	Ancient and Semi-Natural Woodland

---



# 5a. Environment Agency River and Coastal Flood Map



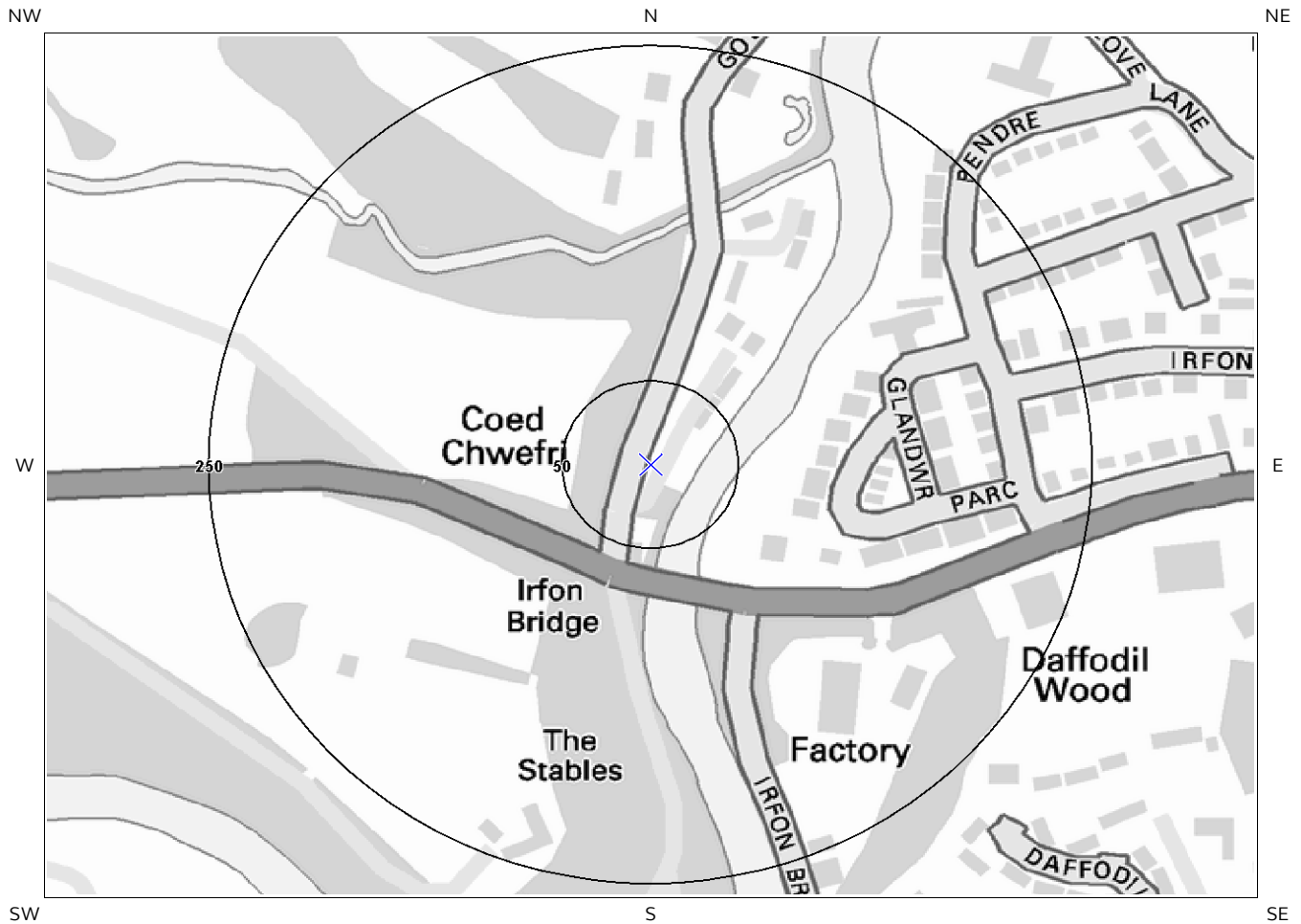
Environment Agency River and Coastal Flood Legend

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# 5b. Environment Agency Recorded Historic Flood Events

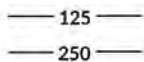


Environment Agency Recorded Historic Flood Events Legend.

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Site Outline

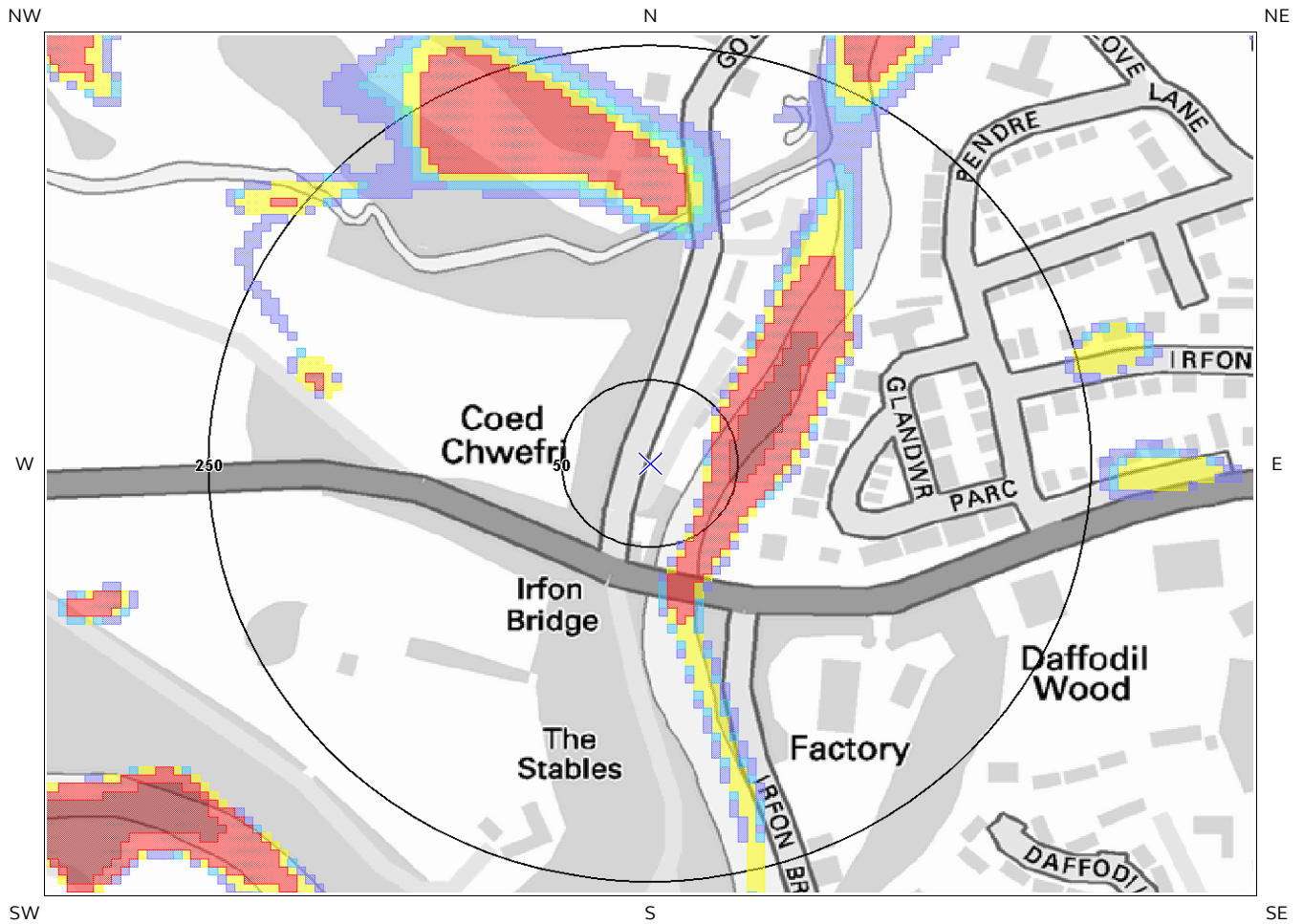


Search Buffers (m)



Historic Flood Events

# 5c. JBA Surface Water (Pluvial) Flood Map



JBA Surface Water (Pluvial) Flood Legend

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## 5. Natural Hazards and Additional Factors

### 5.1 Risk of Flooding from Rivers and the Sea (RoFRaS)

What is the risk of flooding at the centre of the study site? Very Low

What is the highest risk of flooding within 25m of the centre of the study site? High

The Environment Agency RoFRaS database provides an indication of river and coastal flood risk at a national level on a 50m grid as used by many of the insurance companies. RoFRaS data is based on a 50m grid system, with the flood rating at the centre of the grid calculated and given below. The data considers the probability that the flood defences will overtop or breach, and the distance from the river or the sea.

RoFRaS data for the study site indicates the property or an area within 25m has a High (1 in 30 or greater) chance of flooding in any given year.

The following floodplain records within 50m of the study site are represented on the River and Coastal Flood Risk Map above:

ID	Distance	Direction	RoFRaS Flood Risk
1	1	NE	Low
2	9	SE	High
3	20	E	High

### 5.2 Areas Benefiting from Flood Defences

Are there any areas benefiting from Flood Defences within 250m of the study site? No

### 5.3 Areas used for Flood Storage

Are there any areas used for Flood Storage within 250m of the study site? No

## 5.4 Historic Flooding Events

Has the site or any area within 250m of the site been subject to historic flooding as recorded by the Environment Agency? No

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

Historic flooding events: Database searched and no data found.

## 5.5 JBA Surface (Pluvial) Water Flooding

Surface Water (pluvial) flooding is defined as flooding caused by rainfall-generated overland flow before the runoff enters a watercourse or sewer. In such events, sewerage and drainage systems and surface watercourses may be entirely overwhelmed.

Surface Water (pluvial) flooding will usually be a result of extreme rainfall events, though may also occur when lesser amounts of rain falls on land which has low permeability and/or is already saturated, frozen or developed. In such cases overland flow and 'ponding' in topographical depressions may occur.

What is the risk of pluvial flooding at the centre of the study site? Negligible

What is the highest risk of pluvial flooding within 25m of the centre of the study site? Negligible

Guidance: The site or an area in close proximity has been assessed to be at Negligible Risk of surface water (pluvial) flooding. This indicates that this area would be expected to be affected by surface water flooding in a 1 in 1000 year rainfall event to a depth of less than 0.1m.

This data is provided by JBA Risk Management, © Jeremy Benn Associates Limited 2008-2016

The following pluvial (surface water) flood risk records within 50m of the study site are shown on the JBA Surface Water Flooding Map:

Distance	Direction	Risk
30	E	High
30	E	Low
30	E	Low to Moderate
32	E	Significant
33	SE	Low
36	SE	High
40	NE	High
41	SE	Low
45	E	Highly Significant
45	NE	Low
46	SE	High

Report Reference: 15076178

If you need any further assistance, please do not hesitate to contact our helpline on 0844 249 9202 quoting the above report reference number. Page 27

Distance	Direction	Risk
48	S	Low

## 5.6 Groundwater Flooding Susceptibility

What is the susceptibility to Groundwater Flooding in the search area based on the underlying geological conditions?  
Potential for groundwater flooding at surface

Guidance: Where potential for groundwater flooding to occur at surface is indicated, this means that given the geological conditions in the area groundwater flooding hazard should be considered in all land-use planning decisions. It is recommended that other relevant information e.g. records of previous incidence of groundwater flooding, rainfall, property type, and land drainage information be investigated in order to establish relative, but not absolute, risk of groundwater flooding.

Groundwater flooding is defined as the emergence of groundwater at the ground surface or the rising of groundwater into man-made ground under conditions where the normal range of groundwater levels is exceeded. The BGS Susceptibility to Groundwater Flooding hazard dataset identifies areas where geological conditions could enable groundwater flooding to occur and where groundwater may come close to the ground surface. The susceptibility data is suitable for use for regional or national planning purposes where the groundwater flooding information will be used along with a range of other relevant information to inform land-use planning decisions. It might also be used in conjunction with a large number of other factors, e.g. records of previous incidence of groundwater flooding, rainfall, property type, and land drainage information, to establish relative, but not absolute, risk of groundwater flooding at a resolution of greater than a few hundred metres. The susceptibility data should not be used on its own to make planning decisions at any scale, and, in particular, should not be used to inform planning decisions at the site scale. The susceptibility data cannot be used on its own to indicate risk of groundwater flooding.

## 5.7 Natural Ground Subsidence

What is the potential for natural ground subsidence\* within the search area?

Moderate - High

Guidance: The natural ground subsidence rating is obtained through the evaluation of six natural ground stability hazard datasets, which are supplied by the British Geological Survey (BGS). These datasets indicate the hazard posed by the occurrence of: Swell-Shrink Clay, Landslide, Compressible Ground, Collapsible Ground, Dissolution of Soluble Rocks and Running Sand. Many factors may contribute to ground subsidence problems. For instance, significant problems can arise in conurbations underlain by clay rich bedrock, such as over clay strata in the South East of England, or South Wales. Whilst surveyors are normally aware of local problem areas, data provided by the BGS can highlight areas where a significant potential for natural ground subsidence exists and which may need particular consideration.

Where moderate - high potential is indicated, this means that there is the potential for natural ground movement to occur that may be of concern. Such ground movement could cause damage to domestic or other properties. However, properties designed, constructed and maintained in compliance with modern building regulations should be unaffected by most minor subsidence. Therefore, if thinking of buying a property in the area, you should seek professional advice from a professional property surveyor and also look at the property yourself in more detail to look for any signs of existing damage. If you already own a property in the area, and you think natural ground movement may have damaged it, you should contact your insurance company for advice. You should also take professional advice before changing the ground in any way, for example, by planting or removing trees, changing drainage or carrying out building work.

\*The term "Subsidence" refers to ground movement that could cause damage to foundations in domestic or other properties.

## 5.8 Radon Affected Areas

Is the property in a radon Affected Area as defined by Public Health England (PHE) and if so what percentage of homes are above the Action Level? The property is in a Radon Affected Area, as between 1 and 3% of properties are above the Action Level

## 5.9 Radon Protective Measures

Is the property in an area where radon protection measures are required for new properties or extensions to existing ones as described in publication BR211 by the Building Research Establishment? No radon protective measures are necessary

Combined Radon Guidance: Radon is a colourless, odourless radioactive gas which is present in all areas of the United Kingdom, usually at levels that pose a negligible risk to homebuyers. However, in some areas levels of radon are much higher than in others, and in these cases it can pose a health risk. The data supplied by the Public Health England (PHE) and the British Geological Survey (BGS) is not able to determine exact Radon levels, as this information can only be obtained through site-specific, in-situ testing. As 1-3% of properties in the area may be radon affected PHE recommend carrying out a site-specific radon assessment. This costs £49.80 including VAT and the results are confidential to the client. Please contact PHE (020 7654 8000) for further information and advice.

## 6. Mining

### 6.1 Coal Authority Coal Mining Records

Is the property within an area which may be affected by past, present or proposed underground coal mining? No

Guidance: None required.

### 6.2 BGS Non-Coal Mining Hazards

What is the potential for undermining as a result of underground mineral extraction, excluding coal and minerals extracted as a consequence of coal mining? Highly Unlikely

The following non-coal mining information is provided by the BGS:

Distance (m)	Direction	Name	Commodity	Assessment of likelihood
0	On Site	Berwyn Hills	Vein Mineral	Localised small scale underground mining may have occurred. Potential for difficult ground conditions are unlikely or localised and are at a level where they need not be considered

Guidance: The study site lies in an area where hazards because of underground mine workings may occur but are highly unlikely. The rock types present in these areas are such that small mineral veins may be present on which it is possible that small scale mining has been undertaken and/or it is possible that limited underground extraction of other materials may have occurred. All such occurrences are likely to be of minor localised extent and infrequent. It should be noted, however, that there is always the possibility of the existence of other sub-surface excavations, such as wells, cess pits, follies, air raid shelters/bunkers and other military structures etc. that could affect surface ground stability but which are outside the scope of this dataset.

The mining hazard data (not including coal) layer draws together a diverse range of material derived from geology, which constrains distribution, supplemented by literature searches for historic locations and expert knowledge to assemble, interpret, and organise this information. Mining of coal is specifically excluded from this data set and information on Coal Mining areas can be found in Section 6.1.

The data provides an assessment of the likelihood that past underground mining may have occurred in the area. It does not consider the depth of the extraction nor whether any remediation has previously been undertaken. Where extraction of such minerals has taken place in workings close to the surface (meaning to approximately 50m depth) the workings can pose a subsidence risk because they sometimes cause surface collapse. Old mine shafts and other mine openings in such areas can also lead to unexpected surface collapse.

The data provided by the British Geological Survey (BGS) are rated on a five point scale ranging from Rare, through Highly unlikely, Unlikely and Likely to Highly Likely that indicate how likely it is that past underground mining activities may have occurred.



---

### 6.3 Mining Cavities

Is the site located in an area of mining cavities? No

Guidance: This risk rating is obtained from the mining cavities dataset, which is supplied and digitally combined by Peter Brett Associates. There are no records within 250m of the site.

---

### 6.4 Natural Cavities

Is the site located in an area of natural cavities? No

Guidance: This risk rating is obtained from the natural cavities dataset, which is supplied and digitally combined by Peter Brett Associates. There are no records within 250m of the site.

---

### 6.5 Historical Mining Features from Detailed Mapping

The systematic analysis of data extracted from standard 1:10,560 and 1:10,000 scale historical maps provides the following information.

Are there any Mining features within 500m of the centre of the study site? No

Guidance: No further action required.

---

### 6.6 Historical Underground Workings Features from Detailed Mapping

The systematic analysis of data extracted from standard 1:10,560 and 1:10,000 scale historical maps provides the following information.

Are there any Historical Underground Working Features within 250m of the centre of the study site? No

Guidance: No further action required.

---

## 7. Additional Information

### 7.1 Ofcom Sitefinder Mobile Phone Mast Records

Have any mobile phone transmitters registered with Ofcom been identified within 250m of the study site?

No

Database searched and no data found.

This database is taken from Ofcom's Sitefinder database, the Government's database of mobile phone base stations. The last update to this database was applied in May 2012, although some operators ceased providing updates some years before then. Neither Ofcom nor Groundsure can accept any liability for any inaccuracies or omissions in the data provided within Sitefinder.

The most recent update is based on the following datasets received at the specified times by Ofcom: O2 (May 2012), Network Rail (April 2012), Hutchison (February 2012), Vodafone (October 2011), Airwave (February 2010), Orange (February 2010) and T-Mobile (August 2005). Sites added since these dates will not appear in the database.

---

### 7.2 Mobile Phone Mast Planning Records

Have any planning records relating to telecommunication masts been identified within 250m of the study site? No

Database searched and no data found.

This database is taken from Glenigan's collection of planning records dating back to 2006 and relates to sites which have applied for planning permission involving mobile phone masts. The database is normally updated quarterly.

---

### 7.3 Pylons and Electricity Transmission Lines

Have any overhead transmission lines been identified within 500m of the study site? No

Database searched and no data found.

Guidance:None required.

## 8. Guide to Our Professional Assessment

### Introduction

This report is designed for residential conveyancers and their clients and satisfies standard environmental due diligence enquiries, recommended by the Law Society. This information is not always covered by Standard Con 29 Enquiries made to Local Authorities.

### Purpose of this Assessment

As part of this report Groundsure provide a professional assessment of the risks posed by key environmental information which could lead to the property being designated as 'Contaminated Land' as defined under Part 2A of the Environmental Protection Act 1990. This assessment is based on the following data:

1. Historical land use (compiled from 1:10,000 & 1:10,560 maps)
2. Additional Information Historical land use (compiled from 1:1,250 & 1:2,500 maps) – for selected areas.
3. Landfill and waste transfer/treatment or disposal sites (including scrap yards)
4. Current industrial uses (as defined by PointX data)
5. Catalist Petrol Station
6. Part A(1), Part A(2) and Part B Authorisations
7. Control of Major Accident Hazards Sites (COMAH) and Notification of Installations Handling Hazardous Substances (NIHHS)
8. Dangerous Substances Inventory Releases (DSI)
9. Radioactive Substance Authorisations (RAS)
10. Discharge and Red List Discharge Consent
11. Sites Determined as Contaminated Land under Part 2A EPA 1990
12. Environment Agency Recorded Pollution Incidents
13. Historic Military / Ordnance Sites
14. Planning Hazardous Substance Consents

From this information Groundsure provide a statement regarding the likely designation of the property under Part 2A of EPA 1990 and the level of risk associated with the property is either Passed or In Need of Further Assessment. If the site is In Need of Further Assessment it does not necessarily mean that the site is unsuitable for purchase, but only that further assessment of the risk associated with the site is required. When a site is In Need of Further Assessment then the practitioner may, if required, discuss the case with one of the Groundsure consultants. Where a site is 'In Need of Further Assessment' Groundsure will, on request, attempt to arrange appropriate environmental insurance.

### Method Statement

In assessing specific site risk, Groundsure follows principles used extensively throughout the environmental consultancy sector. Our system looks at the potential for specific industries to have generated residual contamination and for this contamination to remain at a site, or to have migrated to neighbouring sites. Sites are scored based on this system and if a site scores highly it indicates a high level of risk.

## Limitations of the Study

This screening process reviews historical mapping and a range of current databases. The historical land use database reviewed for this study does NOT include 1:2,500 or 1:1,250 scale maps except for Groundsure's additional information database of selected features namely tanks, energy features, petrol filling stations and garages. This additional information database covers the majority of the UK, but not all. Where no assessment has been made "No Data Available" is presented in the report. Where 1:2500 or 1:1250 scale maps are utilised all relevant and available map epochs to Groundsure are used. Additionally, this review does NOT include specific enquiries to the Local Authority who may hold additional information and it does NOT include a site visit/inspection. Your attention is drawn to the Terms and Conditions of Groundsure Limited under which this service is provided.

## Remediation

This report is covered by Groundsure's remediation contribution. For the purpose of this condition, 'Claimant' shall mean one of: (a) the Beneficiary, (b) the purchaser of the site from the Beneficiary or (c) the funder of (a) or (b) as applicable.

This condition shall apply solely to Groundsure Homebuyers and Groundsure Home Environmental with "Passed" rather than "In Need of Further Assessment".

Groundsure may, at its sole discretion without any admission of liability, make a contribution to the Claimant towards the costs of any clean up works required to be carried out under a notice served on a Claimant in respect of a site under Part II (A) Environmental Protection Act 1990 ("Remediation Notice") on the terms of this condition ("Clean up Award").

The Clean up Award: (a) is only available once in respect of a site and to one Claimant only; (b) shall only apply where the site is a single residential dwelling house or a single residential flat within a block of flats. For the avoidance of doubt, a Clean up Award will not be considered in respect of commercial property or to any site being developed or redeveloped whether for residential purposes or otherwise; and (c) shall only apply to contamination or a pollution occurring as at or prior to the date of Groundsure Homebuyers.

The Clean up Award will not be paid in respect of any of the following, including without limitation: (a) asbestos; (b) radioactive contamination arising directly or indirectly from or in connection with ionising radiations or contamination by radioactivity from any nuclear waste or fuel; from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; (c) naturally occurring materials or their removal except where such materials are present in excess of their natural concentration; (d) any condition caused by acts of war or an act of terrorism; (e) any condition which is known or ought reasonably to have been known to the Claimant prior to the purchase of Groundsure Homebuyers; (f) non-compliance by the Claimant or any other person with respect to the site with any statute, regulation, byelaws complaint, or notice from any regulatory authority; (g) any property belonging to or in the custody or control of the Claimant which does not form a fixed part of the site or the structure; (h) any losses incurred following a material change in use of, alteration or development of the site; or (i) financial loss in respect of loss of rental, profit, revenue, savings, business or any consequential, indirect or economic loss, damages or expenses, including the cost of temporary accommodation or business interruption.

In the event the Claimant wishes to apply for a Clean up Award, it shall notify Groundsure in writing within 3 months of the date of the Remediation Notice. The Claimant shall comply with all reasonable requirements of Groundsure with regard to the commission and conduct of the clean up works to be carried out under the Remediation Notice. In the event that the Claimant breaches this provision including, without limitation, failing to obtain Groundsure's prior written consent in respect of estimates for such works Groundsure shall not be required to pay a Clean up Award.

Groundsure shall only pay a Clean up Award where a Remediation Notice is served within 36 months of the date of Groundsure Homebuyers. The maximum sum of any Clean up Award shall be £60,000 and shall be paid subject to the Claimant having paid to Groundsure an excess in respect of its claim of £5,000. Groundsure reserves the right at any time to withdraw the offer of payment of a Clean up Award.



**Groundsure**

LOCATION INTELLIGENCE



The Claimant shall take all reasonable steps to appeal such Remediation Notice and mitigate any costs incurred in connection with the remediation works required under the terms of any Remediation Notice. Groundsure reserves the right to withhold or reduce the amount of its Clean up Award in the event of a breach of this condition or an appeal is still active.

## 9. Contact Details

TM Group  
Telephone: 0844 249 9202  
helpdesk@tmgroup.co.uk



Groundsure Helpline  
Telephone: 08444 159 000  
info@4c.groundsure.com



Environment Agency  
Tel: 08708 506 506  
De Ddwyrain (South East)  
St Mellons, Rivers House - St Mellons Business Park, Fortran Road, St  
Mellons, Cardiff, CF3 0EY  
Web: [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)  
Email: [enquiries@environment-agency.gov.uk](mailto:enquiries@environment-agency.gov.uk)



JBA Risk Management  
South Barn,  
Broughton Hall,  
Skipton  
BD23 3AE



Local Authority - Powys County Council. Address: County Hall, Spa  
Road East, Llandrindod Wells, Powys, LD1 5LG. Web:  
<http://www.powys.gov.uk>. Tel: 0845 602 7030

British Geological Survey Enquiries  
Kingsley Dunham Centre  
Keyworth, Nottingham NG12 5GG  
Tel: 0115 936 3143. Fax: 0115 936 3276. Email: [enquiries@bgs.ac.uk](mailto:enquiries@bgs.ac.uk)  
Web: [www.bgs.ac.uk](http://www.bgs.ac.uk)  
BGS Geological Hazards Reports and general geological enquiries



The Coal Authority Property Search Services  
200 Lichfield Lane, Berry Hill,  
Mansfield, Nottinghamshire, NG18 4RG  
Phone: 0345 7626 848 - DX 716176 MANSFIELD 5  
Email: [groundstability@coal.gov.uk](mailto:groundstability@coal.gov.uk)  
Web: [www.groundstability.com](http://www.groundstability.com)



Public Health England  
Public information access office, Public Health England  
Wellington House, 133-155 Waterloo Road, London, SE1 8UG  
[www.gov.uk/phe](http://www.gov.uk/phe)  
Email: [enquiries@phe.gov.uk](mailto:enquiries@phe.gov.uk)  
Main switchboard: 020 7654 8000



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Ordnance Survey  
Adanac Drive, Southampton  
SO16 0AS  
Tel: 08456 050505



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Getmapping PLC  
Virginia Villas, High Street, Hartley Witney,  
Hampshire RG27 8NW  
Tel: 01252 845444



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CoPSO  
The Old Rectory, Church Lane, Thornby, Northants NN6 8SN  
Tel: 0871 4237191  
(www.copso.org.uk)



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This report is produced by Groundsure Ltd, whose correspondence address is Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ (Tel: 08444 159 000, Email: info@4C.groundsure.com ).

Groundsure's registered address is Groundsure Ltd, c/o Top Right Group Limited, The Prow, 1 Wilder Walk, London W1B 5AP. United Kingdom Registration Number: 3421028. VAT Number 486 4004 42.

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This report has been prepared in accordance with the Groundsure Ltd standard Terms and Conditions of business for work of this nature.



## Search Code

### IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: [info@4c.groundsure.com](mailto:info@4c.groundsure.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 they find 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](mailto:admin@tpos.co.uk)

You can get more information about the PCCB from [www.propertycodes.org.uk](http://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: Operations Director, Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: [info@4C.groundsure.com](mailto:info@4C.groundsure.com)

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](mailto:admin@tpos.co.uk).

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

Report Reference: 15076178

If you need any further assistance, please do not hesitate to contact our helpline on 0844 249 9202 quoting the above report reference number.

## Standard Terms and Conditions

### 1 Definitions

In these terms and conditions unless the context otherwise requires:

**“Beneficiary”** means the person or entity for whose benefit the Client has obtained the Services.

**“Client”** means the party or parties entering into a Contract with Groundsure.

**“Commercial”** means any building or property which is not Residential.

**“Confidential Information”** means the contents of this Contract and all information received from the Client as a result of, or in connection with, this Contract other than

(i) information which the Client can prove was rightfully in its possession prior to disclosure by Groundsure and

(ii) any information which is in the public domain (other than by virtue of a breach of this Contract).

**“Support Services”** means Support Services provided by Groundsure including, without limitation, interpreting third party and in-house environmental data, providing environmental support advice, undertaking environmental audits and assessments, Site investigation, Site monitoring and related items.

**“Contract”** means the contract between Groundsure and the Client for the provision of the Services, and which shall incorporate these terms and conditions, the Order, and the relevant User Guide.

**“Third Party Data Provider”** means any third party providing Third Party Content to Groundsure.

**“Data Reports”** means reports comprising factual data with no accompanying interpretation.

**“Fees”** has the meaning set out in clause 5.1.

**“Groundsure”** means Groundsure Limited, a company registered in England and Wales under number 03421028.

**“Groundsure Materials”** means all materials prepared by Groundsure and provided as part of the Services, including but not limited to Third Party Content, Data Reports, Mapping, and Risk Screening Reports.

**“Intellectual Property”** means any patent, copyright, design rights, trade or service mark, moral rights, data protection rights, know-how or trade mark in each case whether registered or not and including applications for the same or any other rights of a similar nature anywhere in the world.

**“Mapping”** means a map, map data or a combination of historical maps of various ages, time periods and scales.

**“Order”** means an electronic, written or other order form submitted by the Client requesting Services from Groundsure in respect of a specified Site.

**“Ordnance Survey”** means the Secretary of State for Business, Innovation and Skills, acting through Ordnance Survey, Adanac Drive, Southampton, SO16 0AS, UK.

**“Order Website”** means the online platform through which Orders may be placed by the Client and accepted by Groundsure.

**“Report”** means a Risk Screening Report or Data Report for Commercial or Residential property.

**“Residential”** means any building or property used as or intended to be used as a single dwelling.

**“Risk Screening Report”** means a risk screening report comprising factual data with an accompanying interpretation by Groundsure.

**“Services”** means any Report, Mapping and/or Support Services which Groundsure has agreed to provide by accepting an Order pursuant to clause 2.6.

**“Site”** means the area of land in respect of which the Client has requested Groundsure to provide the Services.

**“Third Party Content”** means data, database information or other information which is provided to Groundsure by a Third Party Data Provider.

**“User Guide”** means the user guide, as amended from time to time, available upon request from Groundsure and on the website ([www.Groundsure.com](http://www.Groundsure.com)) and forming part of this Contract.

### 2 Scope of Services, terms and conditions, requests for insurance and quotations

2.1 Groundsure agrees to provide the Services in accordance with the Contract.

2.2 Groundsure shall exercise reasonable skill and care in the provision of the Services.

2.3 Subject to clause 7.3 the Client acknowledges that it has not relied on any statement or representation made by or on behalf of Groundsure which is not set out and expressly agreed in writing in the Contract and all such statements and representations are hereby excluded to the fullest extent permitted by law.

2.4 The Client acknowledges that terms and conditions appearing on a Client's order form, printed stationery or other communication, or any terms or conditions implied by custom, practice or course of dealing shall be of no effect, and that this Contract shall prevail over all others in relation to the Order.

2.5 If the Client or Beneficiary requests insurance in conjunction with or as a result of the Services, Groundsure shall use reasonable endeavours to recommend such insurance, but makes no warranty that such insurance shall be available from insurers or that it will be offered on reasonable terms. Any insurance purchased by the Client or Beneficiary shall be subject solely to the terms of the policy issued by insurers and Groundsure will have no liability therefor. In addition you acknowledge and agree that Groundsure does not act as an agent or broker for any insurance providers. The Client should take (and ensure that the Beneficiary takes) independent advice to ensure that the insurance policy requested or offered is suitable for its requirements.

2.6 Groundsure's quotations or proposals are valid for a period of 30 days only unless an alternative period of time is explicitly stipulated by Groundsure.

Groundsure reserves the right to withdraw any quotation or proposal at any time before an Order is accepted by Groundsure. Groundsure's acceptance of an Order shall be binding only when made in writing and signed by Groundsure's authorised representative or when accepted through the Order Website.

### 3 The Client's obligations

3.1 The Client shall comply with the terms of this Contract and

(i) procure that the Beneficiary or any third party relying on the Services complies with and acts as if it is bound by the Contract and

(ii) be liable to Groundsure for the acts and omissions of the Beneficiary or any third party relying on the Services as if such acts and omissions were those of the Client.

3.2 The Client shall be solely responsible for ensuring that the Services are appropriate and suitable for its and/or the Beneficiary's needs.

3.3 The Client shall supply to Groundsure as soon as practicable and without charge all requisite information (and the Client warrants that such information is accurate, complete and appropriate), including without limitation any environmental information relating to the Site and shall give such assistance as Groundsure shall reasonably require in the provision of the Services including, without limitation, access to the Site, facilities and equipment.

3.4 Where the Client's approval or decision is required to enable Groundsure to carry out work in order to provide the Services, such approval or decision shall be given or procured in reasonable time and so as not to delay or disrupt the performance of the Services.

3.5 Save as expressly permitted by this Contract the Client shall not, and shall procure that the Beneficiary shall not, re-sell, alter, add to, or amend the Groundsure Materials, or use the Groundsure Materials in a manner for which they were not intended. The Client may make the Groundsure Materials available to a third party who is considering acquiring some or all of, or providing funding in relation to, the Site, but such third party cannot rely on the same unless expressly permitted under clause 4.

3.6 The Client is responsible for maintaining the confidentiality of its user name and password if using the Order Website and the Client acknowledges that Groundsure accepts no liability of any kind for any loss or damage suffered by the Client as a consequence of using the Order Website.

### 4 Reliance

4.1 The Client acknowledges that the Services provided by Groundsure consist of the presentation and analysis of Third Party Content and other content and that information obtained from a Third Party Data Provider cannot be guaranteed or warranted by Groundsure to be reliable.

4.2 In respect of Data Reports, Mapping and Risk Screening Reports, the following classes of person and no other are entitled to rely on their contents;

(i) the Beneficiary,  
(ii) the Beneficiary's professional advisers, (iii) any person providing funding to the Beneficiary in relation to the Site (whether directly or as part of a lending syndicate),  
(iv) the first purchaser or first tenant of the Site, and  
(v) the professional advisers and lenders of the first purchaser or tenant of the Site.

4.3 In respect of Support Services, only the Client, Beneficiary and parties expressly named in a Report and no other parties are entitled to rely on its contents.

4.4 Save as set out in clauses 4.2 and 4.3 and unless otherwise expressly agreed in writing, no other person or entity of any kind is entitled to rely on any Services or Report issued or provided by Groundsure. Any party considering such Reports and Services does so at their own risk.

### 5 Fees and Disbursements

5.1 Groundsure shall charge and the Client shall pay fees at the rate and frequency specified in the written proposal, Order Website or Order acknowledgement form, plus (in the case of Support Services) all proper disbursements incurred by Groundsure. The Client shall in addition pay all value added tax or other tax payable on such fees and disbursements in relation to the provision of the Services (together “Fees”).

5.2 The Client shall pay all outstanding Fees to Groundsure in full without deduction, counterclaim or set off within 30 days of the date of Groundsure's invoice or such other period as may be agreed in writing between Groundsure and the Client (“Payment Date”). Interest on late payments will accrue on a daily basis from the Payment Date until the date of payment (whether before or after judgment) at the rate of 8% per annum.

5.3 The Client shall be deemed to have agreed the amount of any invoice unless an objection is made in writing within 28 days of the date of the invoice. As soon as reasonably practicable after being notified of an objection, without prejudice to clause 5.2 a member of Groundsure's management team will contact the Client and the parties shall then use all reasonable endeavours to resolve the dispute within 15 days.

### 6 Intellectual Property and Confidentiality

6.1 Subject to

(i) full payment of all relevant Fees and  
(ii) compliance with this Contract, the Client is granted (and is permitted to sub-licence to the Beneficiary) a royalty-free, worldwide, non-assignable and (save to the extent set out in this Contract) non-transferable licence to make use of the Groundsure Materials.

6.2 All Intellectual Property in the Groundsure Materials are and shall remain owned by Groundsure or Groundsure's licensors (including without limitation the Third Party Data Providers) the Client acknowledges, and shall procure

acknowledgement by the Beneficiary of, such ownership. Nothing in this Contract purports to transfer or assign any rights to the Client or the Beneficiary in respect of such Intellectual Property.

6.3 Third Party Data Providers may enforce any breach of clauses 6.1 and 6.2 against the Client or Beneficiary.

6.4 The Client shall, and shall procure that any recipients of the Groundsure Materials shall:

(i) not remove, suppress or modify any trade mark, copyright or other proprietary marking belonging to Groundsure or any third party from the Services;

(ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;

(iii) not create any product or report which is derived directly or indirectly from the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);

(iv) not combine the Services with or incorporate such Services into any other information data or service;

(v) not reformat or otherwise change (whether by modification, addition or enhancement), the Services (save that those acting for the Beneficiary in a professional capacity shall not be in breach of this clause 6.4(v) where such reformatting is in the normal course of providing advice based upon the Services);

(vi) where a Report and/or Mapping contains material belonging to Ordnance Survey, acknowledge and agree that such content is protected by Crown Copyright and shall not use such content for any purpose outside of receiving the Services; and

(vii) not copy in whole or in part by any means any map prints or run-on copies containing content belonging to Ordnance Survey (other than that contained within Ordnance Survey's OS Street Map) without first being in possession of a valid Paper Map Copying Licence from Ordnance Survey,

6.5 Notwithstanding clause 6.4, the Client may make reasonable use of the Groundsure Materials in order to advise the Beneficiary in a professional capacity. However, Groundsure shall have no liability in respect of any advice, opinion or report given or provided to Beneficiaries by the Client.

6.6 The Client shall procure that any person to whom the Services are made available shall notify Groundsure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time.

#### **7. Liability: Particular Attention Should Be Paid To This Clause**

7.1 This Clause 7 sets out the entire liability of Groundsure, including any liability for the acts or omissions of its employees, agents, consultants, subcontractors and Third Party Content, in respect of:

(i) any breach of contract, including any deliberate breach of the Contract by Groundsure or its employees, agents or subcontractors;

(ii) any use made of the Reports, Services, Materials or any part of them; and

(iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

7.3 Nothing in the Contract limits or excludes the liability of the Supplier for death or personal injury resulting from negligence, or for any damage or liability incurred by the Client or Beneficiary as a result of fraud or fraudulent misrepresentation.

7.4 Groundsure shall not be liable for

(i) loss of profits;

(ii) loss of business;

(iii) depletion of goodwill and/or similar losses;

(iv) loss of anticipated savings;

(v) loss of goods;

(vi) loss of contract;

(vii) loss of use;

(viii) loss or corruption of data or information;

(ix) business interruption;

(x) any kind of special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;

(xi) loss or damage that arise as a result of the use of all or part of the Groundsure Materials in breach of the Contract;

(xii) loss or damage arising as a result of any error, omission or inaccuracy in any part of the Groundsure Materials where such error, omission or inaccuracy is caused by any Third Party Content or any reasonable interpretation of Third Party Content;

(xiii) loss or damage to a computer, software, modem, telephone or other property; and

(xiv) loss or damage caused by a delay or loss of use of Groundsure's internet ordering service.

7.5 Groundsure's total liability in relation to or under the Contract shall be limited to £10 million for any claim or claims.

7.6 Groundsure shall procure that the Beneficiary shall be bound by limitations and exclusions of liability in favour of Groundsure which accord with those detailed in clauses 7.4 and 7.5 (subject to clause 7.3) in respect of all claims which the Beneficiary may bring against Groundsure in relation to the Services or other matters arising pursuant to the Contract.

#### **8 Groundsure's right to suspend or terminate**

8.1 If Groundsure reasonably believes that the Client or Beneficiary has not provided the information or assistance required to enable the proper provision of the Services, Groundsure shall be entitled to suspend all further performance of the Services until such time as any such deficiency has been made good.

8.2 Groundsure shall be entitled to terminate the Contract immediately on written notice in the event that:

(i) the Client fails to pay any sum due to Groundsure within 30 days of the Payment Date; or

(ii) the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an administration order made against it or if a receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved; or

(iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or

(iv) the Client or the Beneficiary breaches any term of the Contract (including, but not limited to, the obligations in clause 4) which is incapable of remedy or if remediable, is not remedied within five days of notice of the breach.

#### **9. Client's Right to Terminate and Suspend**

9.1 Subject to clause 10.1, the Client may at any time upon written notice terminate or suspend the provision of all or any of the Services.

9.2 In any event, where the Client is a consumer (and not a business) he/she hereby expressly acknowledges and agrees that:

(i) the supply of Services under this Contract (and therefore the performance of this Contract) commences immediately upon Groundsure's acceptance of the Order; and

(ii) the Reports and/or Mapping provided under this Contract are

(a) supplied to the Client's specification(s) and in any event  
(b) by their nature cannot be returned.

#### **10 Consequences of Withdrawal, Termination or Suspension**

10.1 Upon termination of the Contract:

(i) Groundsure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client and/or Beneficiary any property of the Client and/or Beneficiary in Groundsure's possession or control; and

(ii) the Client shall pay to Groundsure all and any Fees payable in respect of the performance of the Services up to the date of termination or suspension. In respect of any Support Services provided, the Client shall also pay Groundsure any additional costs incurred in relation to the termination or suspension of the Contract.

#### **11 Anti-Bribery**

11.1 The Client warrants that it shall:

(i) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

(ii) comply with such of Groundsure's anti-bribery and anti-corruption policies as are notified to the Client from time to time; and

(iii) promptly report to Groundsure any request or demand for any undue financial or other advantage of any kind received by or on behalf of the Client in connection with the performance of this Contract.

11.2 Breach of this Clause 11 shall be deemed a material breach of this Contract.

#### **12 General**

12.1 The Mapping contained in the Services is protected by Crown copyright and must not be used for any purpose other than as part of the Services or as specifically provided in the Contract.

12.2 The Client shall be permitted to make one copy only of each Report or Mapping Order. Thereafter the Client shall be entitled to make unlimited copies of the Report or Mapping Order only in accordance with an Ordnance Survey paper map copy license available through Groundsure.

12.3 Groundsure reserves the right to amend or vary this Contract. No amendment or variation to this Contract shall be valid unless signed by an authorised representative of Groundsure.

12.4 No failure on the part of Groundsure to exercise, and no delay in exercising, any right, power or provision under this Contract shall operate as a waiver thereof.

12.5 Save as expressly provided in this Contract, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.

12.6 The Secretary of State for Business, Innovation and Skills ("BIS") or BIS' successor body, as the case may be, acting through Ordnance Survey may enforce a breach of clause 6.4(vi) and clause 6.4(vii) of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

12.7 Groundsure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:

- (i) the Client or Beneficiary's failure to provide facilities, access or information;
- (ii) fire, storm, flood, tempest or epidemic;
- (iii) Acts of God or the public enemy;
- (iv) riot, civil commotion or war;
- (v) strikes, labour disputes or industrial action;
- (vi) acts or regulations of any governmental or other agency;
- (vii) suspension or delay of services at public registries by Third Party Data Providers;
- (viii) changes in law; or
- (ix) any other reason beyond Groundsure's reasonable control.

In the event that Groundsure is prevented from performing the Services (or any part thereof) in accordance with this clause 12.6 for a period of not less than 30 days then Groundsure shall be entitled to terminate this Contract immediately on written notice to the Client.

12.8 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.

12.9 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email (save to the extent such day is not a working day where it shall be deemed to have been delivered on the next working day) and on the second working day after the day of posting if sent by first class post.

12.10 The Contract constitutes the entire agreement between the parties and shall supersede all previous arrangements between the parties relating to the subject matter hereof.

12.11 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.

12.12 This Contract shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with this Contract shall be subject to the exclusive jurisdiction of the English courts.

12.13 Groundsure is an executive member of the Council of Property Search Organisation (CoPSO) and has signed up to the Search Code administered by the Property Codes Compliance Board (PCCB). All Risk Screening Reports shall be supplied in accordance with the provisions of the Search Code.

12.14 If the Client or Beneficiary has a complaint about the Services, written notice should be given to the Compliance Officer at Groundsure who will respond in a timely manner. In the event you are not satisfied with Groundsure's complaints handling process or you are unable to resolve the complaint, at your discretion you may refer the complaint to The Property Ombudsman Scheme at the following URL/email: website [www.tpos.co.uk](http://www.tpos.co.uk) or email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

12.15 The Client agrees that it shall, and shall procure that each Beneficiary shall, treat in confidence all Confidential Information and shall not, and shall procure that each Beneficiary shall not (i) disclose any Confidential Information to any third party other than in accordance with the terms of this Contract; and (ii) use Confidential Information for a purpose other than the exercise of its rights and obligations under this Contract. Subject to clause 6.6, nothing shall prevent the Client or any Beneficiary from disclosing Confidential Information to the extent required by law



Mr Ian Foster  
West View  
Llowes  
Hereford  
HR3 5JD

**Our ref:** SE/2010/112690/01-L01  
**Your ref:**  
**Date:** 09 June 2010

Dear Mr Foster

**FOR RESERVED MATTERS: ERECTION OF SINGLE STOREY DWELLING AND  
DETAHCED GARAGE AT PLOT ADJACENT TO AT 1 GOLF CLUB LANE,  
BUILTH WELLS, POWYS**

The Environment Agency has recently been consulted by the Local Authority regarding the above development proposal. Please find enclosed a copy of our comments for your information.

This response represents our advice as a statutory consultee on environmental issues associated with the proposed development. The reply should not be confused with the Council's decision notice, which will be issued by the Local Authority following determination of the application. Please contact the Local Authority if you wish to discuss the final decision to be made on this application.

If you have any queries about the Agency's response, please don't hesitate to contact me.

Yours sincerely

A handwritten signature in black ink, appearing to read 'James Davies', written over a horizontal line.

**Mr James Davies**  
**Planning Liaison Officer**

Direct dial 02920 245039  
Direct fax 02920 362920  
Direct e-mail [james.davies01@environment-agency.gov.uk](mailto:james.davies01@environment-agency.gov.uk)





**FAO BBNPA Officer**  
Powys County Council  
Brecknockshire Office  
Neuadd Brycheiniog Cambrian Way  
Brecon  
Powys  
LD3 7HR

**Our ref:** SE/2010/112690/01-L01  
**Your ref:** P2010 0516  
**Date:** 09 June 2010

Dear Sir/Madam

**FOR RESERVED MATTERS: ERECTION OF SINGLE STOREY DWELLING AND  
DETAHCED GARAGE AT PLOT ADJACENT TO AT 1 GOLF CLUB LANE,  
BUILTH WELLS, POWYS**

Thank you for submitting the above Reserved Matters application which we received on 24 may 2010.

As you may be aware our previous representations to your Authority regarding the Outline application indicated that we had no objections to the proposals. We offered generic advice to both you and the applicant.

However, our records show that the site lies within Zone C2, as defined by the Development Advice Maps (DAM) referred to under TAN 15 Development and Flood Risk (July 2004). Therefore the information we hold, including our own flood maps, now indicates that the site may be at risk of flooding.

If this was a new application then we would object to highly vulnerable development in Zone C2, however, it is recognised that outline planning permission has already been granted. In accordance with TAN 15, paragraph 11.3, it is considered perfectly reasonable for planning authorities to require all development to plan for the consequences of flooding. Therefore, we would advise your Authority that a 'Flood Consequence Assessment' (FCA) is carried out to ascertain the potential consequences of a flooding event to the proposed development, in accordance with Appendix 1: (Assessing Flooding Consequences) of TAN 15. The application should be refused without submission of a FCA.

If you are minded to consider granting planning consent, we wish to have a further opportunity to discuss the application prior to determination. In the context of such discussions it would be useful for us to be advised of all material considerations



which are influencing the determination of the application. Such a request is made in accordance with TAN 15 - 'Development and Flood Risk'.

In addition, it should be noted that the Agency is required to report to the Welsh Assembly Government instances in which its objections to development, on grounds of flood risk, have not been accepted by Local Planning Authorities. Therefore, if planning permission is ultimately granted the Council will be required to provide the Agency with a copy of the Committee report, relevant Committee minutes and the decision notice.

**Further Advice to Applicant**

An FCA at reserved matters stage should demonstrate how the flood risk on the site and the impact to third party land can be managed. It should also assess whether the consequences of flooding are to an acceptable level as set out in TAN15.

Any forthcoming FCA will need to source the best available flood level information to inform the FCA. This can be gained through our External Relations team.

We trust this advice is clear however, please do not hesitate to contact me for further guidance and advice.

Yours faithfully

**Mr James Davies**  
**Planning Liaison Officer**

Direct dial 02920 245039

Direct fax 02920 362920

Direct e-mail [james.davies01@environment-agency.gov.uk](mailto:james.davies01@environment-agency.gov.uk)

cc Mr Ian Foster

Senior Consultants  
**Clive V. Margrave-Jones**  
M.A., LL.M. (Cantab.), LL.B. (Wales), T.E.P.\*

**E. Ann Davies**

*Partners*

**Patrick C. P. Bourdillon**  
M.A. (Oxon.), M.Sc.  
**David T. Lloyd**  
*Conveyancing Consultant*

*Agricultural Law Consultant*  
**Professor Christopher P. Rodgers**  
LL.M. (Cantab.), LL.B. (Wales)

*Consultant Solicitor*  
**Carol Bryan**  
LL.B., B.Sc. (Wales)

*Associate Solicitor*  
**Hannah M. Lewis**  
B.Sc. (Hons.)

MAR.  
GRA.  
VES



**MARGRAVES**

Old Court Chambers  
Spa Road  
Llandrindod Wells  
Powys LD1 5EY

**Telephone 01597 825565**

Fax 01597 825220

DX 200154 Llandrindod

email: [law@margraves.co.uk](mailto:law@margraves.co.uk)

COPY

Our Ref: EAD/KP/4891

Your Ref:

Powys County Council  
Spa Road East  
Llandrindod Wells  
LD1 5LG

*Via email to: [alison.brown@powys.gov.uk](mailto:alison.brown@powys.gov.uk)*

21 April 2016

Dear Sirs,

**Re: Building Plot at 1 Golf Club Lane, Builth Wells, Powys**

This firm is instructed by Ian Anthony Foster with regard to the intended sale of this property. Papers are being prepared with a view to potential sale by auction. We have carried out a local authority search in the usual way in advance of the auction and the result has been received dated 21<sup>st</sup> March 2006 (official search number 15033105).

We have queried the manner in which the computer generated line has shown Golf Club Lane on the search and Mr Foster has explained the previous enquiries made with regard to this. Please find attached a copy of plan B/08/0045 compiled on 25<sup>th</sup> January 2008 by yourselves for reference. We understand that this plan was the result of your authority considering the matter at the time and was prepared to accurately reflect the extent of the highway interest in the locality.

We would be grateful if you could review the enclosed plan and confirm if this still remains correct. Whilst the plan does not specify this, we presume that the carriageway shown between the areas of land shaded brown is also regarded as highway.

We look forward to hearing from you in due course.

Yours faithfully,

MARGRAVES

Enc.

\*Full Member of the Society of Trust & Estate Practitioners

This firm is authorised and regulated by the Solicitors Regulation Authority  
SRA Number 567462





**OFFICIAL CERTIFICATE OF SEARCH  
and  
ENQUIRIES AS REQUESTED  
OF  
LOCAL AUTHORITY**

Search reference: 15033105

Applicant: MARGRAVES SOLICITORS - TM  
Enter Address Here

Reference: (15076180)EAD4891  
Land or property against which enquiries are made:

LAND TO THE SOUTH OF 1 GOLF CLUB LANE BUILTH WELLS

Signed by the proper Officer of the Council

A handwritten signature in black ink that reads "R C Pinney".

**R C Pinney**  
**Solicitor to the Council**  
**Powys County Council**

On behalf of

Dated: **31 March 2016**

Registering Authority:

**POWYS COUNTY COUNCIL (WELSHPOOL)**NEUADD MALDWYN  
SEVERN ROAD  
WELSHPOOL  
POWYS  
SY21 7AS**Register of local land  
charges****Requisition for search  
and official certificate  
of search**

An official search has been requested in the register of local land charges kept by the above-named registering authority for subsisting registrations against the land [defined in the attached plan(s) and] described below:

Description of the land

Properties as known by the Local Authority included in the search:

**LAND TO THE SOUTH OF 1 GOLF CLUB LANE  
BUILTH WELLS****MARGRAVES SOLICITORS - TM**  
**Enter Address Here**

Applicant's Reference: (15076180)EAD4891

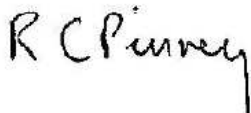
Telephone number:

Date request received: 29 March 2016

**Official Certificate of Search**

It is hereby certified that the search requested reveals the 4 registrations described in the Schedule hereto up to and including the date of this certificate.

Signed

**R C Pinney**  
**Solicitor to the Council**On behalf of **Powys County Council**Date generated **31 March 2016**

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## Register of Local Land Charges Schedule to the Official Certificate

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### *PART 3B : Other Planning Charges*

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**Description of Application:**

Outline application for erection of single storey dwelling  
CONDITIONAL CONSENT on 26 Mar 2008

**Application Ref:** P/2008/0045**Originating Authority:**

POWYS COUNTY COUNCIL  
NEUADD BRYCHEINIOG  
CAMBRIAN WAY  
BRECON  
LD3 7HR

**Inspection Address:**

POWYS COUNTY COUNCIL  
COUNTY HALL  
LLANDRINDOD WELLS  
POWYS

LD1 5LG

**Date of Registration:** 26 Mar 2008**Description of Application:**

Reserved Matters: Erection of a single storey dwelling and detached garage  
CONDITIONAL CONSENT on 12 Jul 2010

**Application Ref:** P/2010/0516**Originating Authority:**

POWYS COUNTY COUNCIL  
NEUADD BRYCHEINIOG  
CAMBRIAN WAY  
BRECON  
LD3 7HR

**Inspection Address:**

POWYS COUNTY COUNCIL  
COUNTY HALL  
LLANDRINDOD WELLS  
POWYS

LD1 5LG

**Date of Registration:** 12 Jul 2010

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### *PART 4 : Miscellaneous Charges*

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**Description of Charge:**

Special Area of Conservation protected under the Habitats Directive (Council Directive 92/43/EEC of 21st May 1992).  
Directive implemented through the Conservation (Natural Habitats & c.) Regulations 1994 (SI 1994 No.2716) as amended.

Notification received from the Countryside Council for Wales of an Area entered in the National Assembly for Wales Register of European Sites. Entry of such an area in the register, is a local land charge under Regulation 14 of the 1994 Regulations.

Site Name : River Wye /Afon Gwy

Site Code: UK0012642

Date Entry Made by National Assembly for Wales : 14th June 2005

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*PART 4 : Miscellaneous Charges (continued)***Originating Authority:**

COUNTRYSIDE COUNCIL FOR WALES  
MAES-Y-FFYNNON  
PENRHOSGARNEDD  
BANGOR  
GWYNEDD  
LL57 2DW

**Inspection Address:**

POWYS COUNTY COUNCIL (WELSHPOOL)  
NEUADD MALDWYN  
SEVERN ROAD  
WELSHPOOL  
POWYS  
SY21 7AS

**Date of Registration:** 01 Feb 2006**Charge Reference:** RIVER WYE 39**Description of Charge:**

AFON IRFON - Site of Special Scientific Interest Notified under Section 28 (11) of the Wildlife & Countryside Act 1981.  
(As Amended). Notification dated Dated 19th March 2003

**Originating Authority:**

COUNTRYSIDE COUNCIL FOR WALES  
EDEN HOUSE  
ITHON ROAD  
LLANDRINDOD WELLS  
POWYS  
LD1 6AS

**Inspection Address:**

POWYS COUNTY COUNCIL (WELSHPOOL)  
NEUADD MALDWYN  
SEVERN ROAD  
WELSHPOOL  
POWYS  
SY21 7AS

**Date of Registration:** 19 Mar 2003**Charge Reference:** BRSSSI171 S

## Enquiries as Requested

**1. PLANNING AND BUILDING REGULATIONS****1.1. Planning and Building Decisions and Pending Applications**

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

(a) a planning permission; (b) a listed building consent; (c) a conservation area consent; (d) a certificate of lawfulness of existing use or development; (e) a certificate of lawfulness of proposed use or development; (f) building regulations approval; (g) a building regulation completion certificate; and (h) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?

**1.1 (a) to (e) Planning Applications**

INFORMATIVE :

\* The following replies do not cover other properties in the vicinity of the property.

\* It is the Council's practice to list only planning entries created since 1974.

\* See schedule to search, for details of entries which are registrable as Land Charges.

\* Any other relevant entries are identified below.

**Reference:** B/0006/0253

Outline application for proposed building plot for single storey dwelling  
REFUSED on 15 Feb 2007

**1.1 (f) and (g) Building Regulations**

INFORMATIVE :

\* It is the council's practice only to list building control entries created after 1st July 2002.

\* The seller or developer should be asked to provide evidence of compliance with building regulations.

<b>Reference</b>	FP/2010/0772/	<b>Application Type</b>	FP
<b>Proposal</b>	New dwelling and detached garage. Grid: 303152.94, 251119.32		
<b>Decision</b>	BUILDING CONTROL - SECTION 32	<b>Decision Date</b>	19/08/2013
		<b>Received Date</b>	28/07/2010

**1.1 (h) Competent Persons**

INFORMATIVE :

\* As from 1 April 2002 the installation of a replacement window, rooflight or roof window or specified type of glazed door must either have building regulation approval or be carried out and certified by a person who is registered under a relevant "Competent Persons Scheme".

As from January 2005 certain other works, which may have previously required Building Regulations Approval, may be undertaken by a competent person registered under a recognised "Competent Persons Scheme".

NOTE: The owner or occupier of the property should be asked to produce any such certificates.

Currently competent persons schemes cover the following works:

Replacement Windows and Doors  
Heat Producing Gas Appliances and Associated Heating and Hot water Systems  
Combustion Appliances -Oil  
Combustion Appliances - Solid Fuel



## Enquiries as Requested

Electrical Safety In Dwellings  
 Plumbing, Heating Systems and Hot Water Service Systems (Non Dwellings)  
 Plumbing, Heating Systems and Hot Water Service Systems (Dwellings)  
 Ventilation and Air Conditioning (Dwellings)  
 Ventilation and Air Conditioning (Non Dwellings)  
 Ventilation and Air Conditioning (Commercial kitchens)  
 Lighting Systems, Electric Heating Systems and Associated Controls  
 Air Pressure Testing of Buildings  
 CO2 Emission Rate Calculations  
 Sanitary Conveniences, washing facilities or bathrooms in a dwelling

▶ (h) None



## INFORMATIVE

\* Copies of any of the above documents can be obtained by written request to the relevant department:-

Planning Department, The Gwalia, Ithon Road , Llandrindod Wells, Powys, LD1 5LG

Planning Department, Neuadd Maldwyn, Severn Road, Welshpool, Powys, SY21 7AS

Brecon Beacons National Park, Plas Y Ffynnon, Cambrian Way, Brecon, Powys, LD3 7HP

Building Control Department, Neuadd Brycheiniog, Cambrian Way, Brecon, Powys LD3 7HR.

**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?



## INFORMATIVE :

\* The following reply reflects policies or proposals in any existing development plan and in any formally proposed alteration or replacement plan, but does not include policies contained in planning guidance notes.

\* The existing development plan comprises the following :-

Powys Unitary Development Plan Adopted March 2010

The UDP sets out land use policies and proposals for Powys (excluding Brecon Beacons National Park) up to 2016. The UDP is being used to determine current planning applications.

A replacement development plan has been formally proposed by the Authority - the Powys Local Development Plan (LDP) (2011-2026) - and this has been submitted to the Welsh Government for examination. The Powys LDP contains the proposed future policies and proposals for Powys, however this policy has not yet been adopted by the Authority and is subject to the examination process. Further information on progress with the proposed Local

Development Plan can be found at <http://www.powys.gov.uk/en/planning-building-control/local-development-plan/>

For properties within the Brecon Beacons National Park:-

Brecon Beacons National Park Authority Local Development Plan 2007 - 2022 (adopted 17th December 2013)



1.2 General Designation : No Specific Allocation but within settlement limits.

Specific Proposal : None

**2. ROADS**

## Enquiries as Requested

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;
- (b) subject to adoption and, supported by a bond or bond waiver.
- (c) to be made up by a local authority who will reclaim the cost from the frontagers; or
- (d) to be adopted by a local authority without reclaiming the cost from the frontagers?



## INFORMATIVE :

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

- ▶ 2(a) Only the roads shown with a green, yellow or pink coloured centreline on the enclosed highways plan are maintained at public expense.
- 2(b) No
- 2(c) Not applicable
- 2(d) Not applicable

**OTHER MATTERS****3.1. Land required for Public Purposes**

Is the property included in land required for public purposes? No

**3.2. Land to be acquired for Road Works**

Is the property included in land to be acquired for road works? No

**3.3. Drainage Agreements and Consents**

Do either of the following exist in relation to the property-



## INFORMATIVE :

\* Enquiries about drainage should also be made of the local sewerage undertaker.

- (a) An agreement to drain buildings in combination into an existing sewer by means of a private sewer; or Not known
- (b) An agreement or consent for (i) a building, or (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main? Not known

**3.4. Nearby Road Schemes**

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

- (a) the centre line of a new trunk road or special road specified in any order, draft order or scheme; No
- (b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; No
- (c) the outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) construction of a roundabout (other than a mini roundabout); or (ii) widening by construction of one or more additional traffic lanes; (i) No (ii) No
- (d) the outer limits of (i) construction of a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving 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 (i) No (ii) No (iii) No

## Enquiries as Requested

construction of one or more additional traffic lanes;

(e) the centre line of the proposed route of a new road under proposals published for public consultation; or No

(f) the outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation? (i) No  
(ii) No  
(iii) No

**3.5. Nearby Railway Schemes**

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

**3.6. Traffic Schemes**

Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths (named in Box B) which abut the boundaries of the property-



## INFORMATIVE :

- \* It is the Council's practice only to list Traffic Schemes approved since 1st July 2002.
- \* The above replies assume no reference within the question to Rights of Way contained in the Definitive Map.
- \* The above replies only take into account traffic schemes affecting that part of any specified roads, footways and footpaths which directly abut the boundary of the property.
- \* In some circumstances, road closure orders can be obtained by third parties from magistrates courts or can be made by the Secretary of State for Transport, without involving the Council.

(a) permanent stopping up or diversion No  
(b) waiting or loading restrictions No  
(c) one way driving No  
(d) prohibition of driving No  
(e) pedestrianisation No  
(f) vehicle width or weight restriction No  
(g) traffic calming works including road humps; No  
(h) residents parking controls No  
(i) minor road widening or improvement; No  
(j) pedestrian crossings; No  
(k) cycle tracks; or No  
(l) bridge building? No

**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:¿

(a) building works; No  
(b) environment; No

## Enquiries as Requested

(c) health and safety;	No
(d) housing;	No
(e) highways; or	No Highways Notices known
(f) public health?	No

**3.8. Contravention of Building Regulations**

Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations?	No
--	----

**3.9. Notices, Orders, Directions and Proceedings under Planning Acts**

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

(a) an enforcement notice;	No
(b) a stop notice;	No
(c) a listed building enforcement notice;	No
(d) a breach of condition notice;	No
(e) a planning contravention notice;	No
(f) another notice relating to breach of planning control;	No
(g) a listed building repairs notice;	No
(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;	No
(i) a building preservation notice;	No
(j) a direction restricting permitted development;	No
(k) an order revoking or modifying planning permission;	No
(l) an order requiring discontinuance of use or alteration or removal of building or works;	No
(m) a tree preservation order; or	No
(n) proceedings to enforce a planning agreement or planning contribution?	No



## INFORMATIVE :

\* Copies of any notices, orders etc. can be obtained by written request to the relevant department :-

Planning Department , Neuadd Brycheiniog, Cambrian Way, Brecon, Powys LD3 7HR.

Brecon Beacons National Park, Plas Y Ffynnon, Cambrian Way, Brecon, Powys, LD3 7HP

Planning Department, The Gwalia, Ithon Road , Llandrindod Wells, Powys, LD1 5LG

Planning Department, Neuadd Maldwyn, Severn Road, Welshpool, Powys, SY21 7AS

**3.10. Conservation Area**

Do the following apply in relation to the property-

(a) the making of the area a Conservation Area before 31 August 1974; or	No
(b) an unimplemented resolution to designate the area a Conservation Area?	No

**3.11. Compulsory Purchase**

Has any enforceable order or decision been made to

## Enquiries as Requested

compulsorily purchase or acquire the property? No

**3.12. Contaminated Land**

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



## INFORMATIVE :

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

- (a) a contaminated land notice; No
- (b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:-  
(i) a decision to make an entry; or (i) No  
(ii) an entry; or (ii) No
- (c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice? No

**3.13. Radon Gas**

Do records indicate that the property is in a 'Radon Affected Area' as identified by the Health Protection Agency?

The area indicated has been identified as being a site where Radon gas may be present, and may therefore be above the action level.



## INFORMATIVE :

\* Radon Affected Areas are designated by the Health Protection Agency (HPA). It is recommended that the level of radon gas should be measured in all properties within Radon Affected Areas. The present owner or (for a new property) the builder should be asked whether protective measures were incorporated in the construction of the property; whether radon levels have been measured in the property; whether the results were at or above the Action Level (prescribed by the HPA) and if so whether remedial measures were installed and whether the radon levels were re-tested and confirmed the effectiveness of the measures.

A free radon information pack which gives basic information about radon and describes how to obtain a radon measurement is available.

For more information please see the HPA website - <http://www.hpa.org.uk/radiation/default.htm>

To request a pack please email your name, address and postcode to [radon@hpa-rp.org.uk](mailto:radon@hpa-rp.org.uk) or leave your name, address and postcode on the HPA free radon answerphone (0800 614529).

## Enquiries as Requested

**PUBLIC PATHS OR BYWAYS**

## INFORMATIVE :

\* The definitive map does not show every public footpath or byway.

5.1. Is any footpath, bridleway, restricted byway or byway open to all traffic which abuts on, or crosses the property, shown in a definitive map or revised definitive map prepared under Part IV of the National Parks and Access to the Countryside Act 1949 or Part III of the Wildlife and Countryside Act 1981?

There are no Registered Public Rights of Way affecting the site.

5.2. If so, please mark its approximate route on the attached plan

---

RECEIPT FOR REQUEST FEES

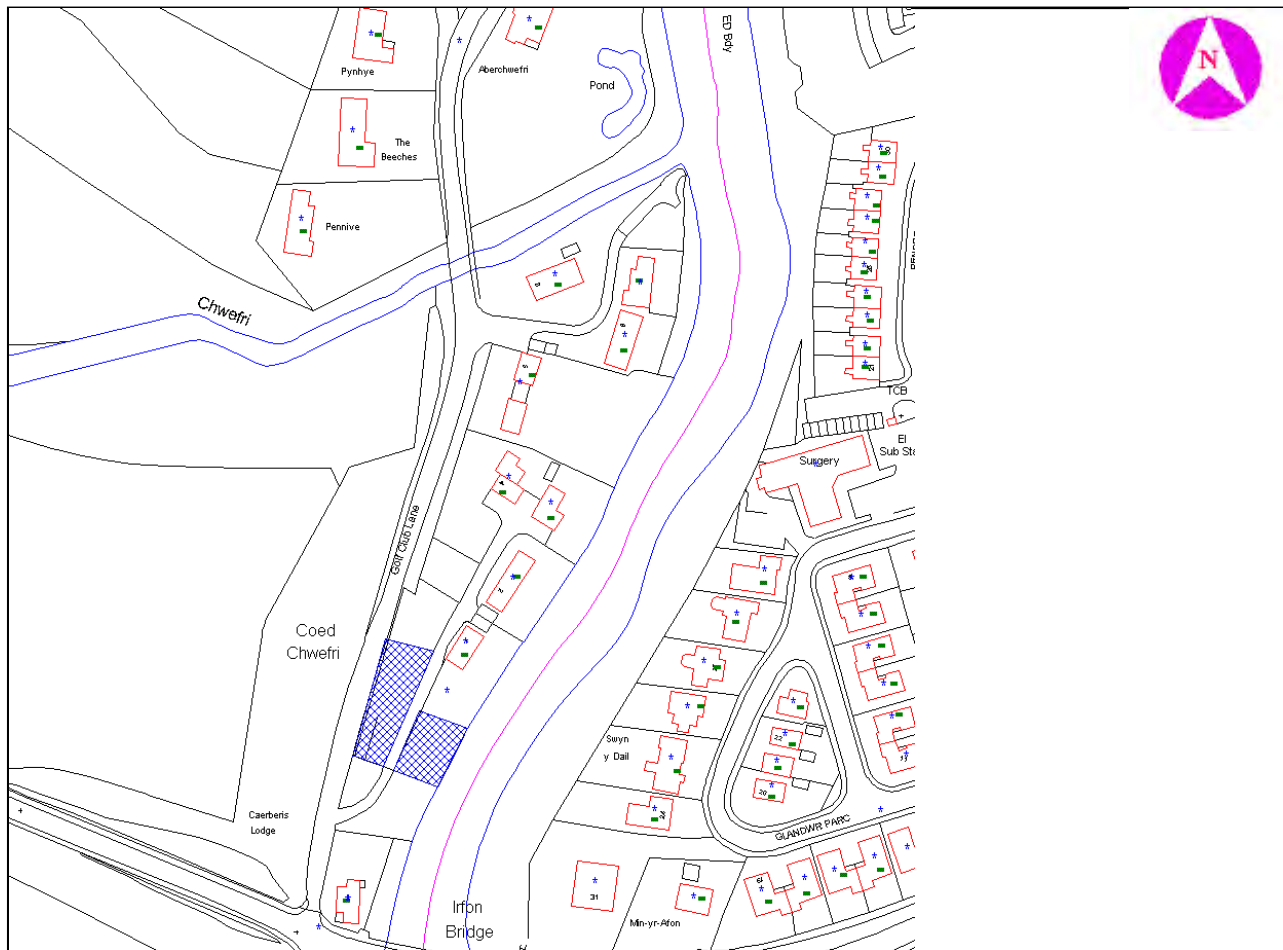
Receipt No 38843

Powys County Council acknowledges receipt of £122.00 from MARGRAVES SOLICITORS - TM on 29 March 2016 for request number 15033105



AREA OF LAND SUBJECT TO THE SEARCH

Description: 15033105 Request Area2



This copy has been produced specially for Land and Property Search purposes, and is not to scale. The outlined area is for pictorial reference only, and does not identify the legal boundaries of the property

No further copies may be made.

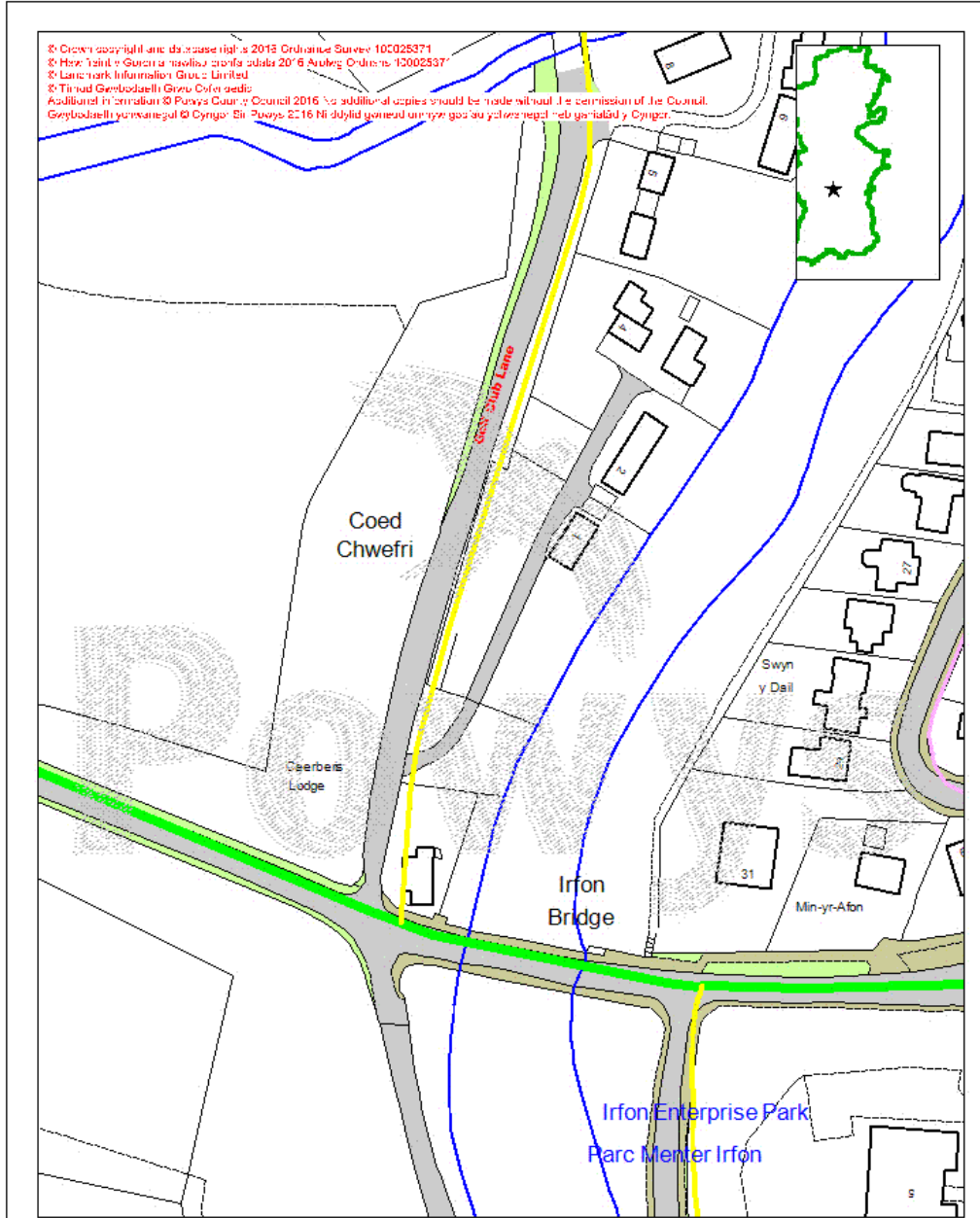


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ADDITIONAL ATTACHMENTS

File Attached: 33105.jpg

Description: highways plan



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Nigel Brinn, B.Sc. (Hons), MBA, MCIWM  
Pennaeth Priffyrdd, Trafnidiaeth & Ailgylchu  
Head of Highways, Transport & Recycling

Margraves  
Old Court Chambers  
Spa Road  
Llandrindod Wells  
Powys  
LD1 5EY

Priffyrdd, Trafnidiaeth & Ailgylchu  
Highways, Transport & Recycling  
Cyngor Sir Powys County Council  
Neuadd y Sir/County Hall  
Llandrindod Wells, Powys, LD1 5LG

Os yn galw gofynnwch am/If calling please ask for:

Enw/Name: Miss Alison Brown  
Ffôn/Tel: 0845 607 6060  
Ffacs/Fax: 01874 611277  
Ebostr/Email: [tlshelpdesk@powys.gov.uk](mailto:tlshelpdesk@powys.gov.uk)  
Eich cyf/Your Ref: EAD/KP/4891  
Ein cyf/Our Ref: HT&R/APB/RPE/10/0516  
Dyddiad/Date: 27<sup>th</sup> April 2016

Dear Sirs

**Land adjacent to Golf Club Lane, Builth Wells**

I refer to your letter of 21<sup>st</sup> April and the enclosed plan dated 25<sup>th</sup> January 2008 and compiled by me.

I am able to confirm that the land shown coloured brown on the said plan remains in the control of Powys County Council Highways Department and therefore that the detail on the plan in that respect is still correct. The carriageway passing between the brown shaded areas is the county class III road C0017 known as Golf Club Lane.

I trust this allows you to progress the sale

Yours faithfully

**Alison Brown**  
**For Highways, Transport and Recycling**



FM 23380



Application for approval of reserved matters following outline approval.  
Article 21, Town and Country Planning (General Development Procedure) Order 1995

**Publication of applications on planning authority websites**

Please note that the information provided on this application form and in supporting documents may be published on the Authority's website. If you require any further clarification, please contact the Authority's planning department.

**1. Applicant Name, Address and Contact Details**

Title:  First name:  Surname:

Company name:

Street address:

Town/City:

County:

Country:

Postcode:

Telephone number:  Country Code:  National Number:  Extension Number:

Mobile number:  National Number:  Extension Number:

Fax number:  National Number:  Extension Number:

Email address:

Are you an agent acting on behalf of the applicant?  Yes  No

**2. Agent Name, Address and Contact Details**

No Agent details were submitted for this application

**3. Site Address Details**

Full postal address of the site (including full postcode where available)

House:  Suffix:

House name:

Street address:

Town/City:

County:

Postcode:

Description of location or a grid reference (must be completed if postcode is not known):

Easting:

Northing:

Description:

#### 4. Pre-application Advice

Has assistance or prior advice been sought from the local authority about this application?

Yes  No

If Yes, please complete the following information about the advice you were given (this will help the authority to deal with this application more efficiently):

Officer name:

Title:  First name:  Surname:

Reference:

Date:

Details of the pre-application advice received:

Meeting and site inspection on site for the position of the dwelling in respect to the bank next to the highway. Query raised in original application over the Highway bank. All issues have been addresses and supporting documentation included with this application. Design in principle approved via Alison Brown and confirmed acceptable with advise to proceed to reserved matters. Sections of bank supplied and draft planning drawings of the proposed dwelling. Previous advise from Matthew Griffiths in January 2010 on style and materials have all been included in this design proposal.

#### 5. Development Description

Please indicate all those reserved matters for which approval is being sought:

Access  Appearance  Landscaping  Layout  Scale

Please provide a description of the approved development as shown on the decision letter:

Reference number:

Date of application decision:

Please provide a description of the reserved matters for which you are seeking consent:

Has the development already started?  Yes  No

#### 6. Neighbour and Community Consultation

Have you consulted your neighbours or the local community about the proposal?

Yes  No

If Yes, please provide details:

#### 7. Authority Employee/Member

With respect to the Authority, I am:

- (a) a member of staff
- (b) an elected member
- (c) related to a member of staff
- (d) related to an elected member

Do any of these statements apply to you?

Yes  No

## 8. Supporting Information

Please provide the following information:

Please list (with reference numbers) all relevant drawings that were approved as part of the original decision:

Location plan of building plot and dwelling outline - 1:1250  
Sketch site layout - 1:100

Please list all drawing numbers submitted with this application for approval:

gcl02\_lp - Location Plan  
gcl02\_1 - Site Plan  
gcl02\_2 - Plan View  
gcl02\_3 - NE & SE Elevation  
gcl02\_4 - SW & NW Elevation  
gcl02\_5 - Section View  
gcl02\_6 - Roof Plan View  
gcl02\_7 - South Impression View  
gcl02\_8 - East Impression View  
gcl02\_9 - Garage Plan View  
gcl02\_10 - Garage NE & SE Elevation  
gcl02\_11 - Garage SW & NW Elevation  
gcl02\_12 - Garage East Impression View  
gcl02\_ww01 - Water Main Plan  
gcl02\_bk\_plan - Plan for bank  
gcl02\_bk\_section - Section for bank  
gcl02\_das - Design and Access Statement

If applicable, please state the reasons for any changes to the original drawings:

Original sketch design does not best suit location and in particular for adoption of renewable energy source. Shape of proposed bungalow better suits the route of the water main that requires moving as part of planning notes from Welsh Water. Outline nature of the sketch is suitable vague in detail. Location and size of dwelling is such that the Highway bank is not altered.

## 9. Site Visit

Can the site be seen from a public road, public footpath, bridleway or other public land?

Yes  No

If the planning authority needs to make an appointment to carry out a site visit, whom should they contact? (Please select only one)

The agent  The applicant  Other person

## 10. Declaration

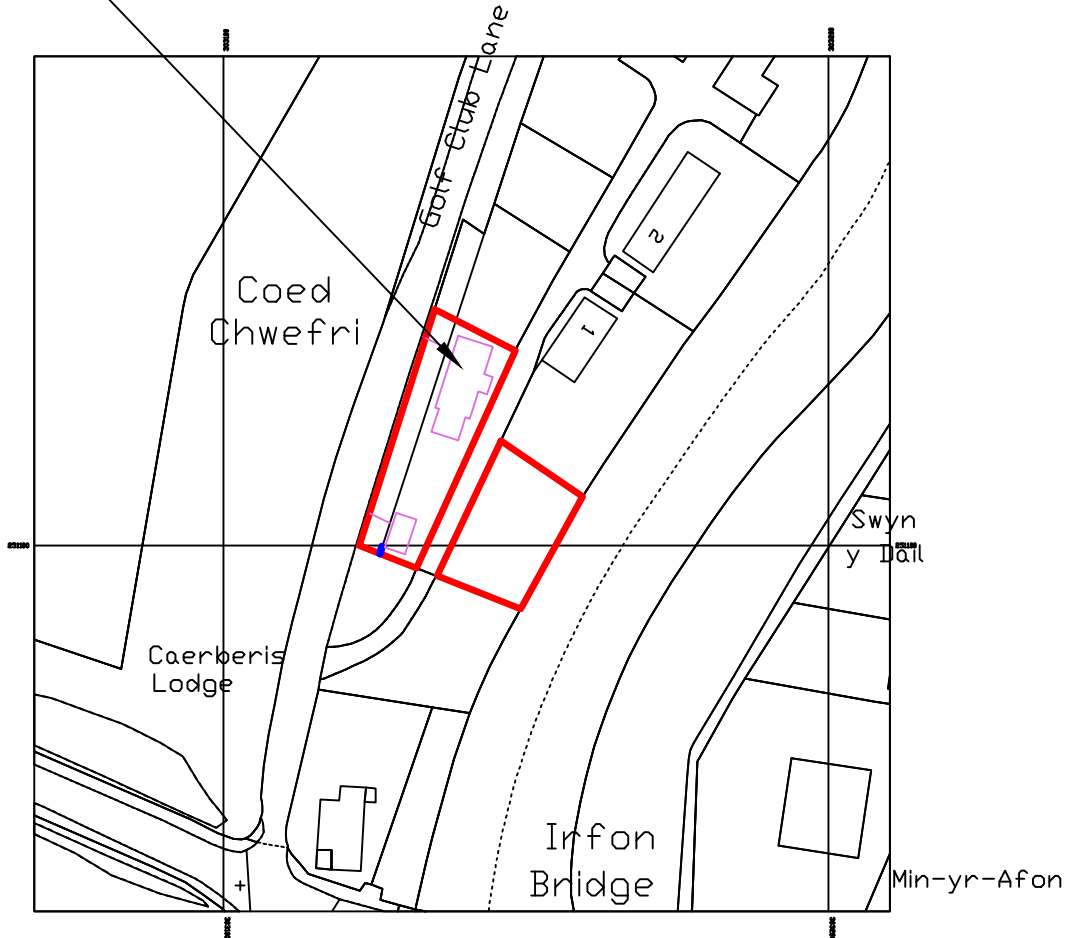
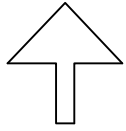
I/we hereby apply for planning permission/consent as described in this form and the accompanying plans/drawings and additional information.



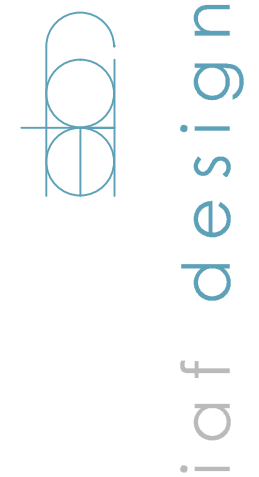
Date

28/04/2010

Proposed dwelling



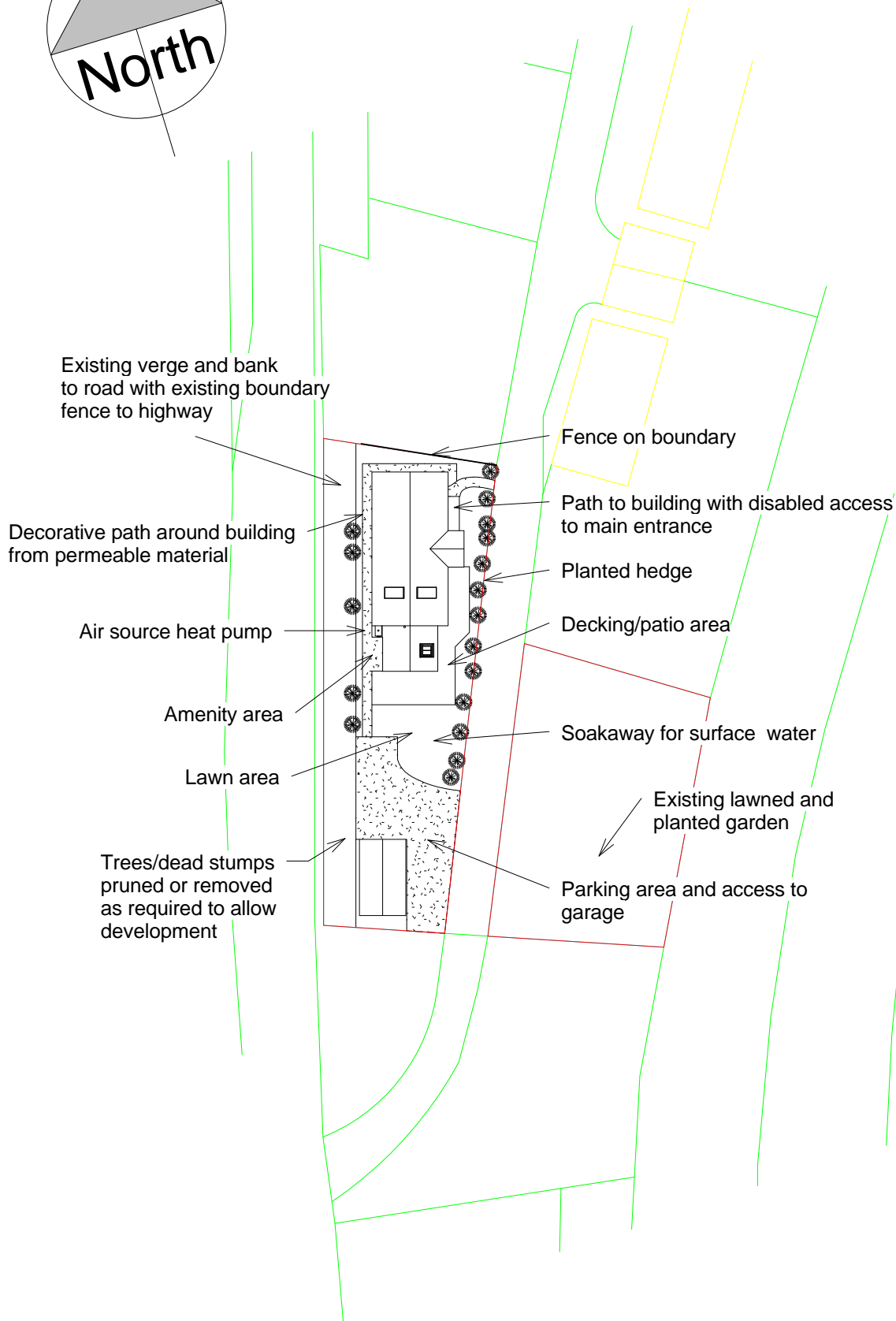
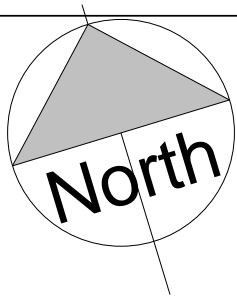
Streetwise licence No. 100047474



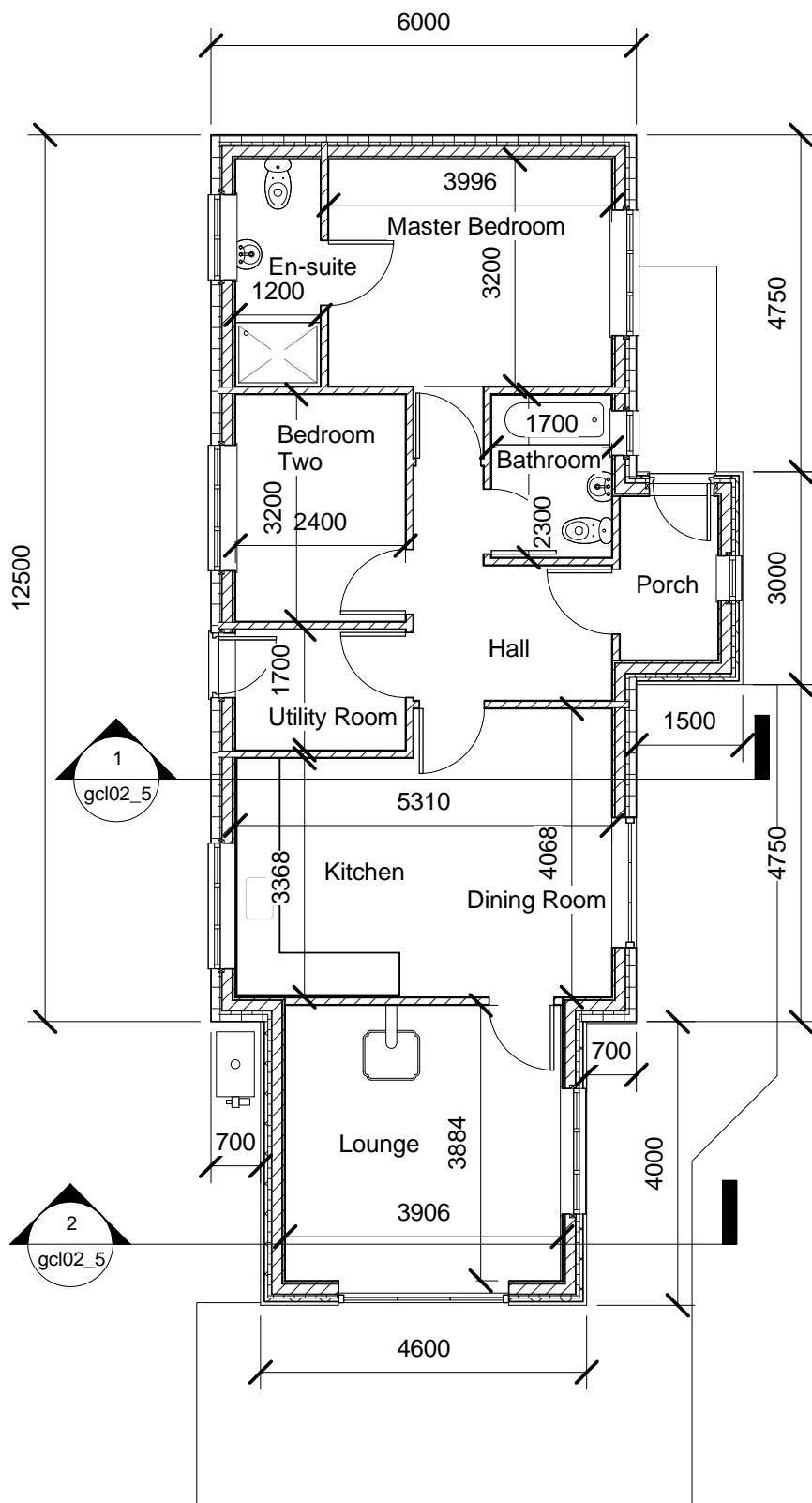
client	IA Foster
project	New Dwelling at Golf Club Lane Builth Wells Powys LD2 3NN
drawing	Location Plan
drawing no.	gcl02_lp
date	26 April 2010
designed by	IAF
scale	1:1250
revision	
notes	

iaf design  
westview llowes  
hr3 5jd  
phone 01497 842935  
fax 0870 458 1864  
email mail@iafdesign.co.uk

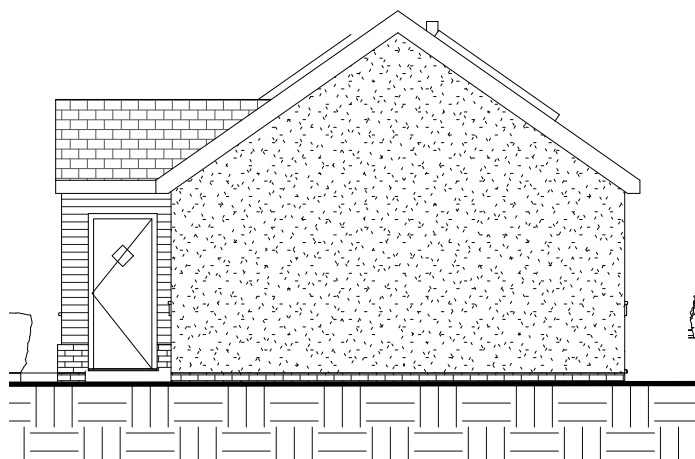




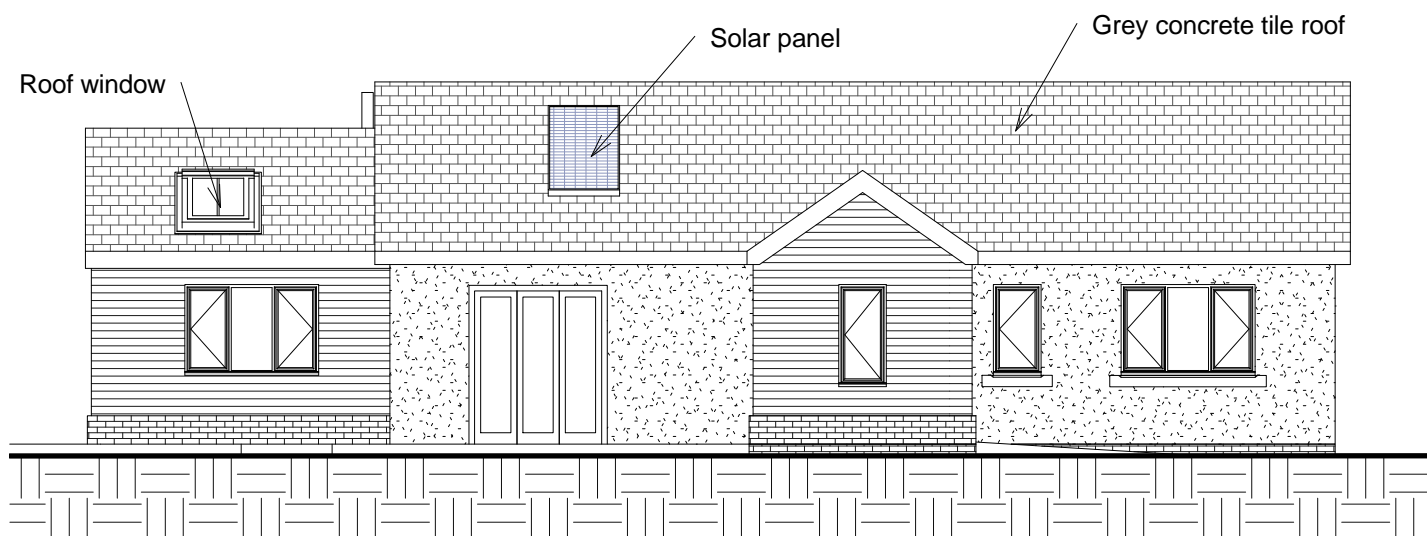
Golf Club Lane Builth Wells	IA Foster	Site Plan			
	New Dwelling	Project number	gcl02		
Date		April 2010	gcl02_1		
Drawn by		IAF			
IAF DESIGN		Checked by	JSD	Scale	1 : 500



Golf Club Lane Builth Wells	IA Foster	Plan View			
	New Dwelling	Project number	gcl02		
Date		April 2010	gcl02_2		
Drawn by		IAF			
IAF DESIGN		Checked by	JSD	Scale	1 : 100

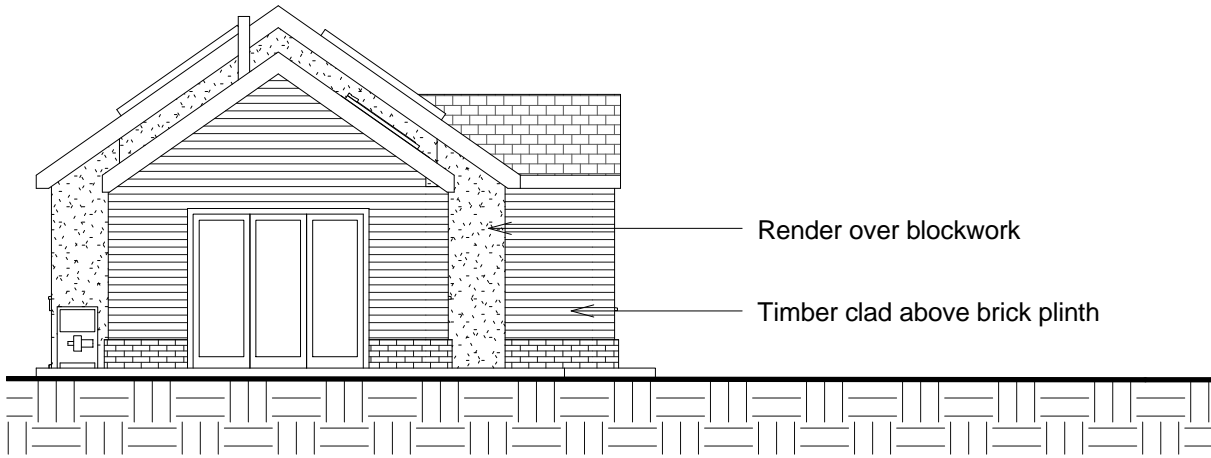


1 NE  
1 : 100



2 SE  
1 : 100

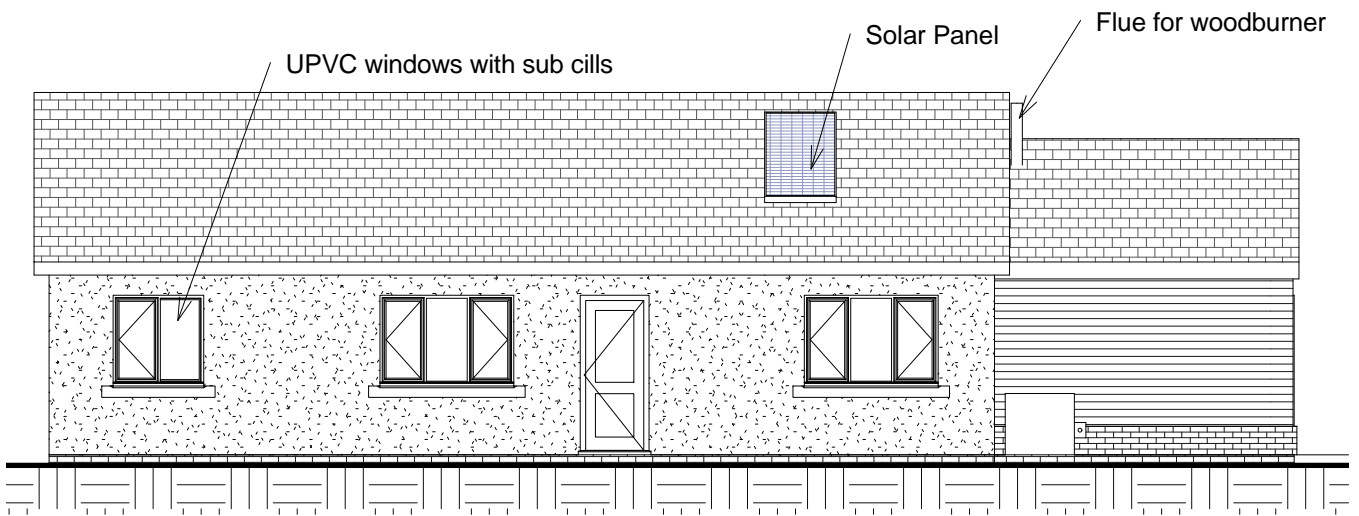
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Date		April 2010	gcl02_3		
Drawn by		IAF			
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1

SW

1 : 100

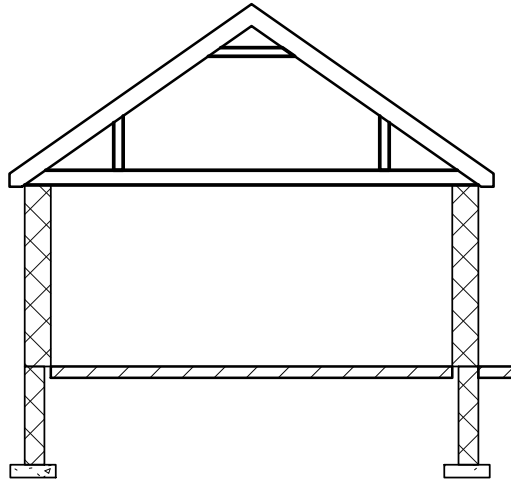


2

NW

1 : 100

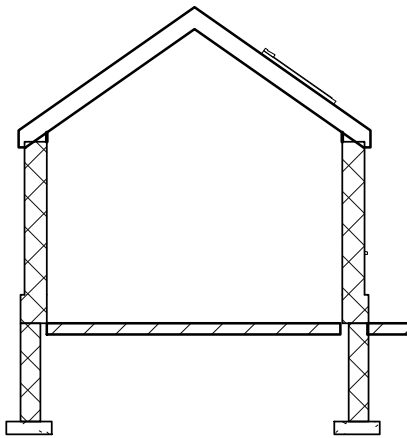
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	New Dwelling	Project number	gcl02		
Date		April 2010	gcl02_4		
Drawn by		IAF			
IAF DESIGN		Checked by	JSD	Scale	1 : 100



1

# Section 1

1 : 100

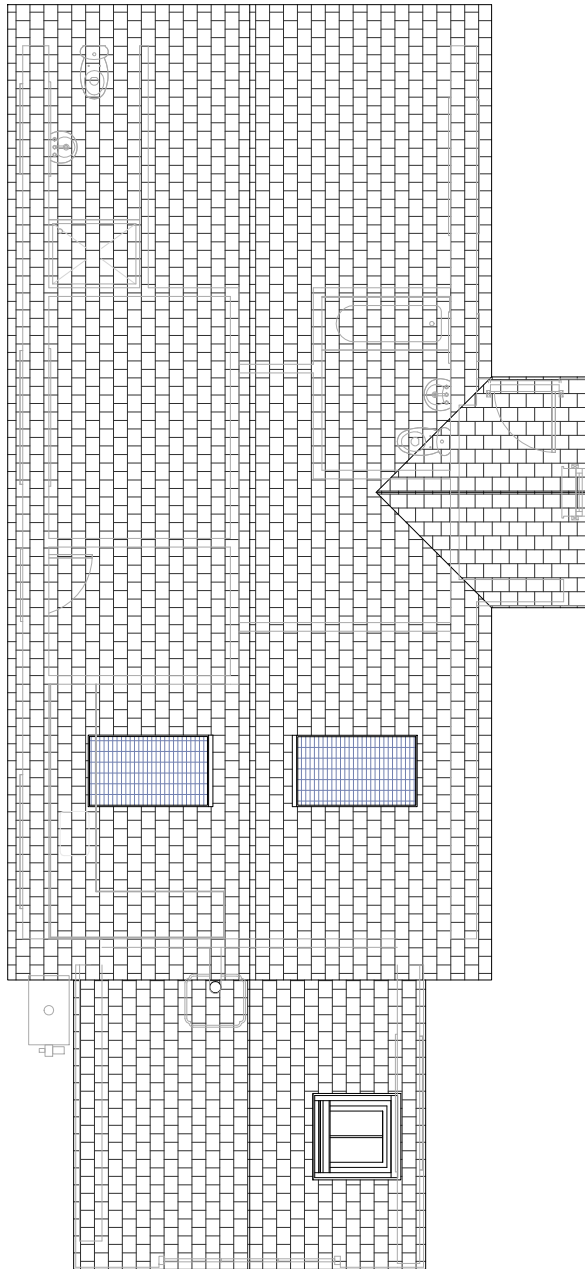


2

# Section 2

1 : 100

Golf Club Lane Builth Wells	IA Foster	Section View			
	New Dwelling	Project number	gcl02		
Date		April 2010	gcl02_5		
Drawn by		IAF			
IAF DESIGN		Checked by	JSD	Scale	1 : 100

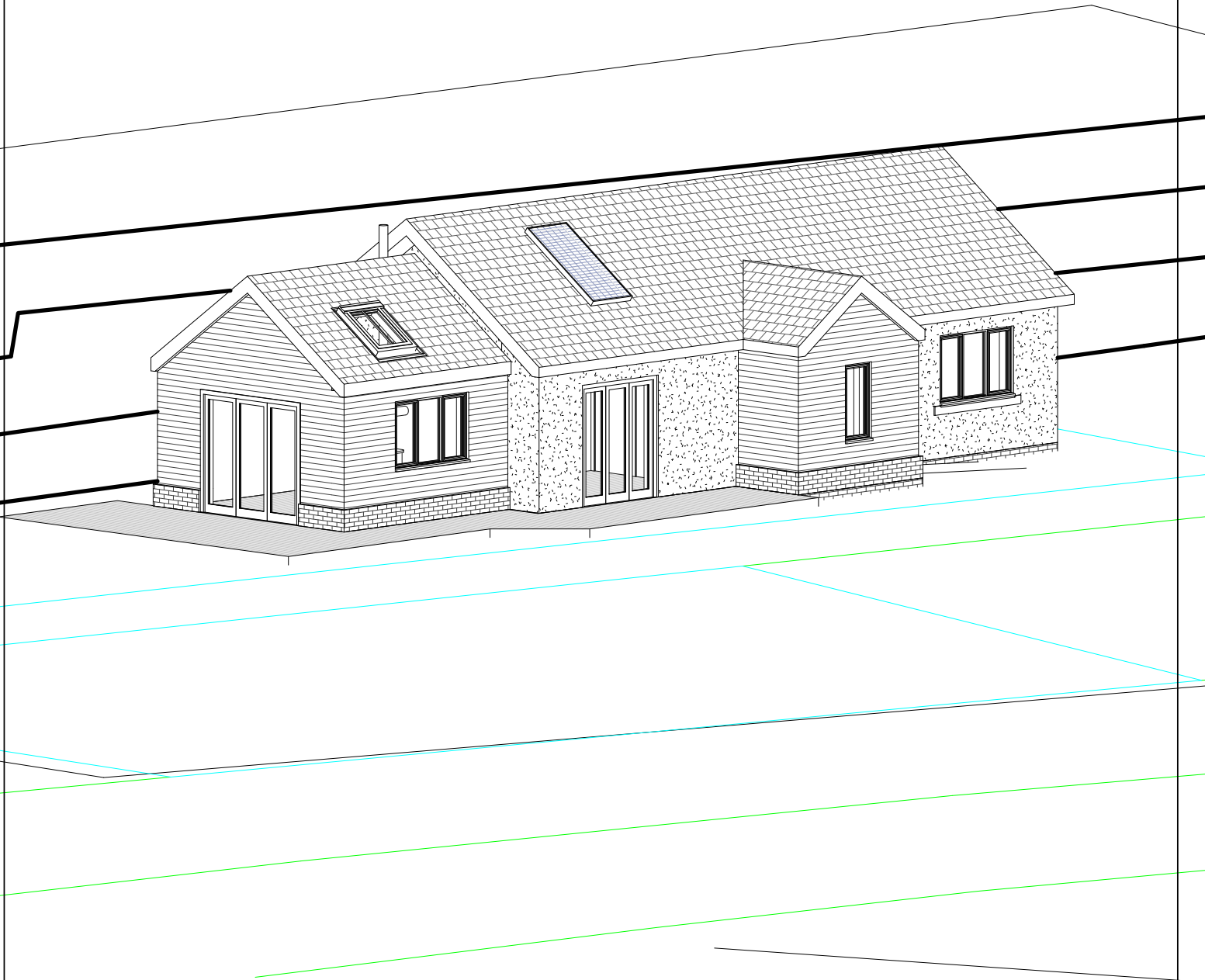


1

# 00\_Roof

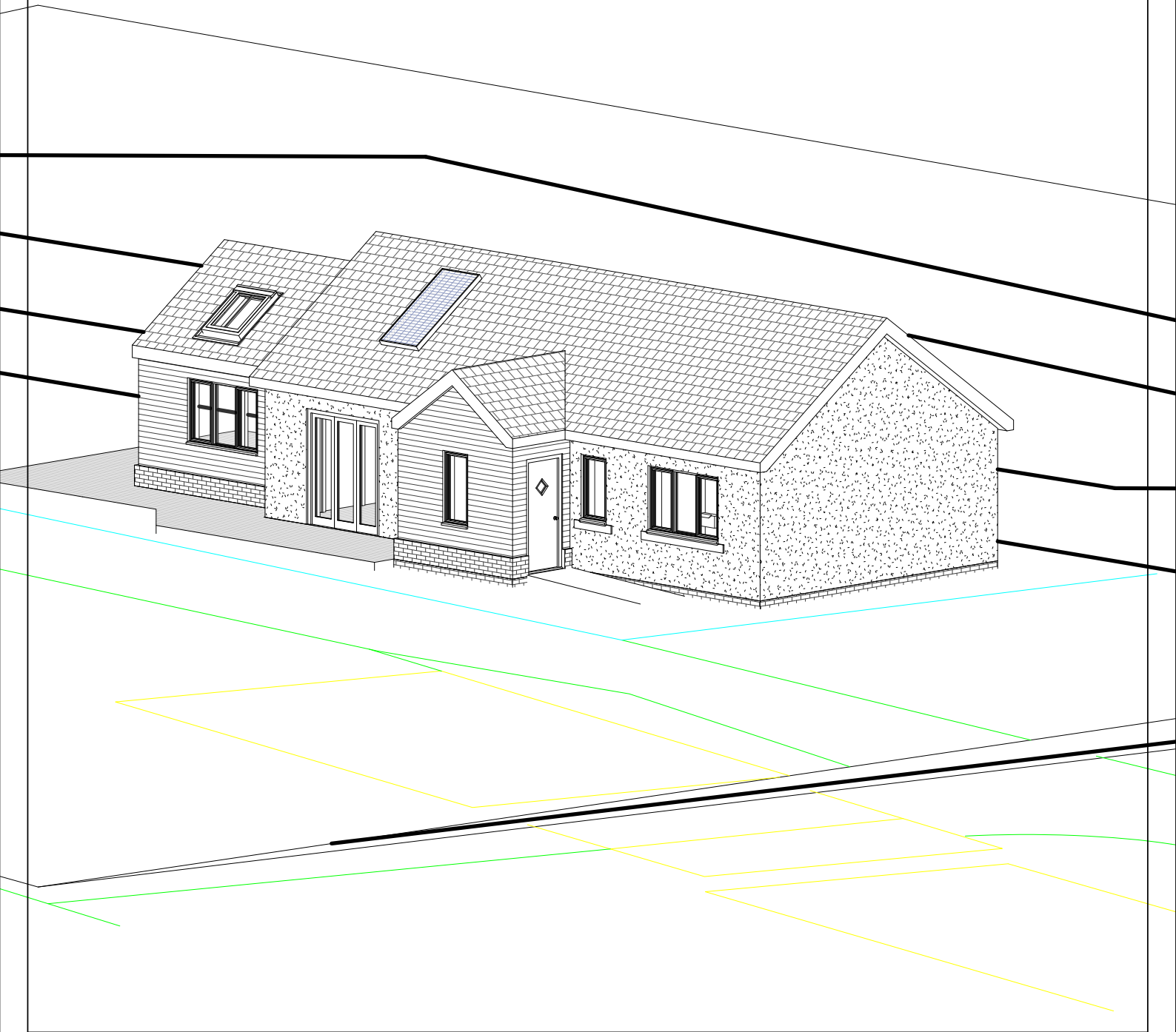
1 : 100

Golf Club Lane Builth Wells	IA Foster	Roof Plan View			
	New Dwelling	Project number	gcl02		
Date		April 2010	gcl02_6		
Drawn by		IAF			
IAF DESIGN		Checked by	JSD	Scale	1 : 100

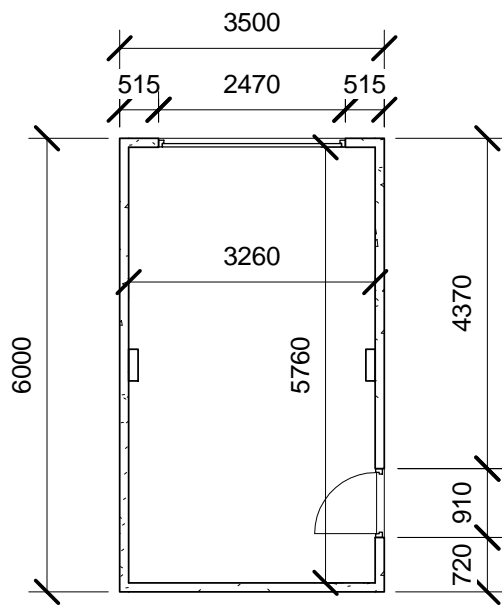


Golf Club Lane Builth Wells	IA Foster	South Impression		
	New Dwelling	Project number	gcl02	
Date		April 2010	gcl02_7	
Drawn by		IAF		
IAF DESIGN		Checked by	JSD	Scale

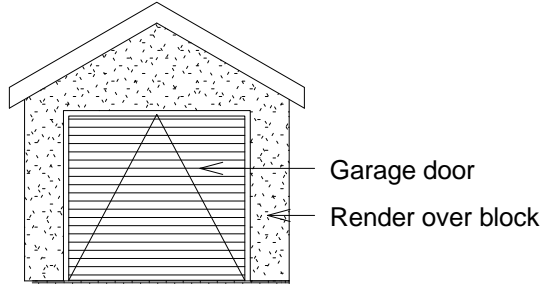




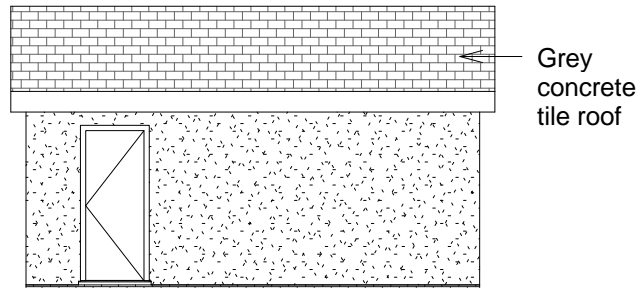
Golf Club Lane Builth Wells	IA Foster	East Impression		
	New Dwelling	Project number	gcl02	
Date		April 2010	gcl02_8	
Drawn by		IAF		
IAF DESIGN		Checked by	JSD	Scale



Golf Club Lane Builth Wells	IA Foster	Garage Plan View			
	New Dwelling	Project number	gcl02		
Date		April 2010	gcl02_9		
Drawn by		IAF			
IAF DESIGN		Checked by	JSD	Scale	1 : 100

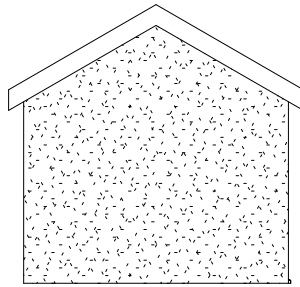


**1** Garage\_NE  
1 : 100



**2** Garage\_SE  
1 : 100

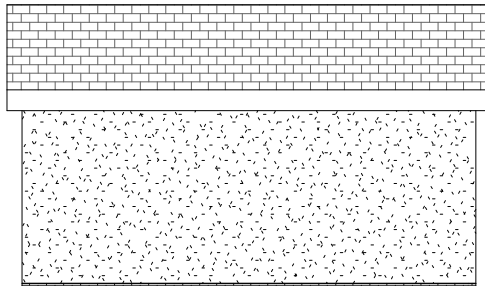
Golf Club Lane Builth Wells	IA Foster	Garage NE & SE Elevation			
	New Dwelling	Project number	gcl02		
Date		April 2010	gcl02_10		
Drawn by		IAF			
IAF DESIGN		Checked by	JSD	Scale	1 : 100



1

Garage\_SW

1 : 100

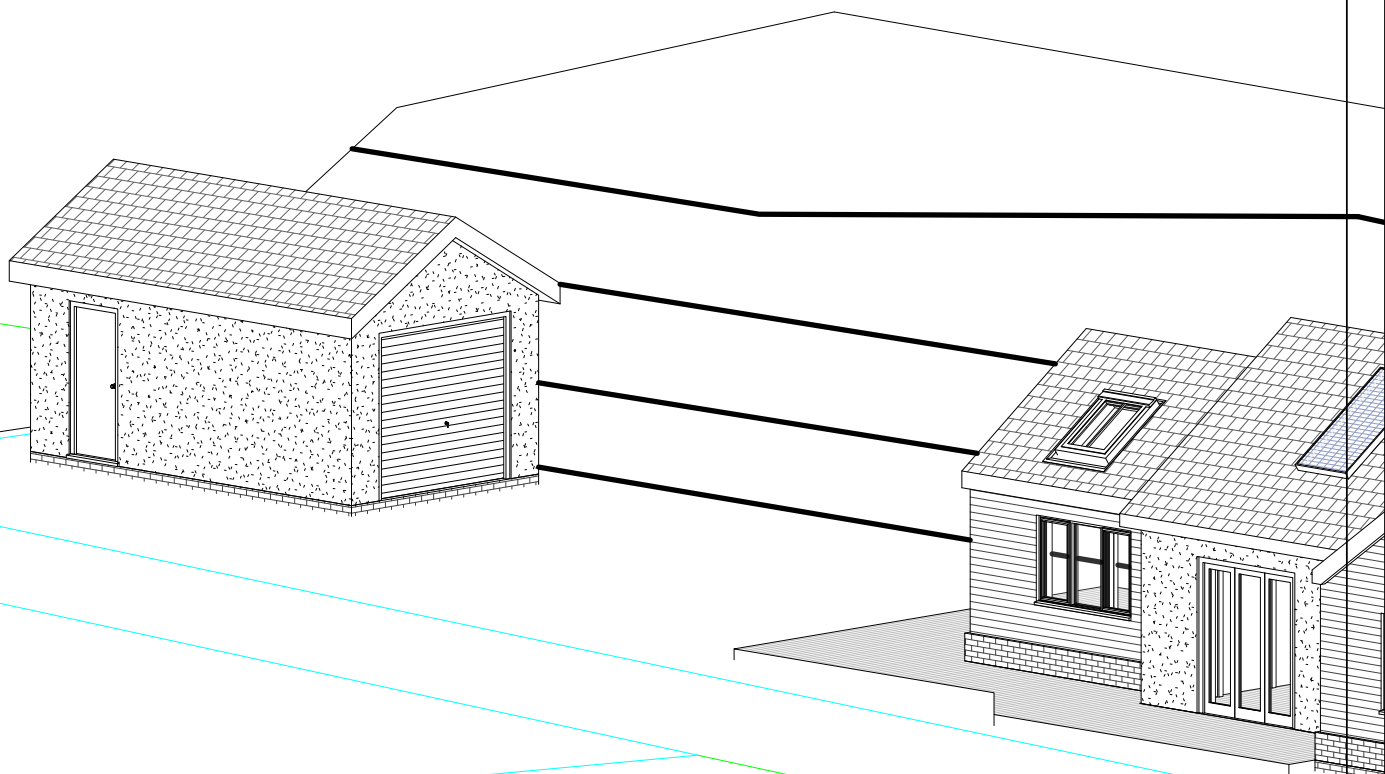


2

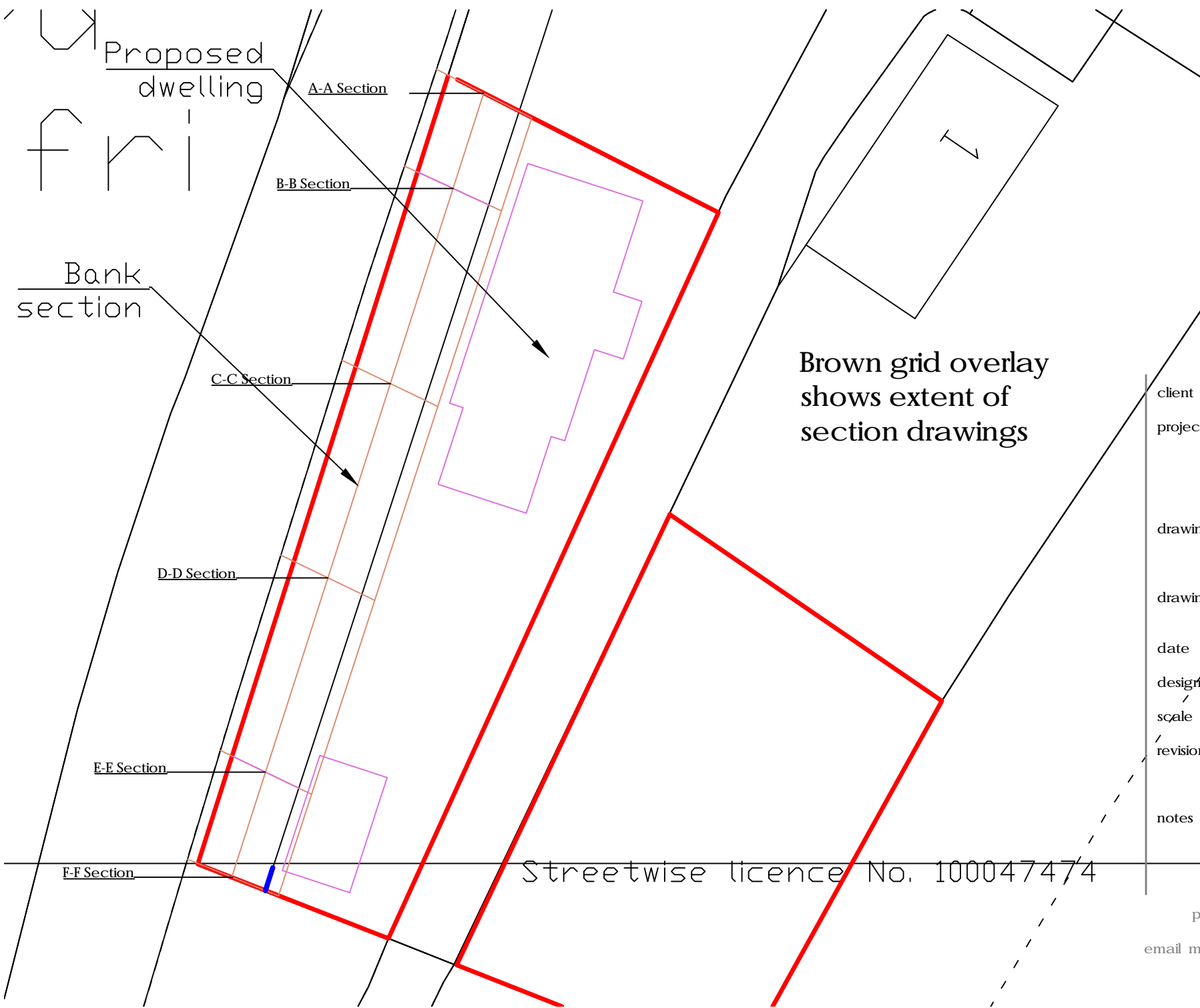
Garage\_NW

1 : 100

Golf Club Lane Builth Wells	IA Foster	Garage SW & NW Elevation			
	New Dwelling	Project number	gcl02		
Date		April 2010	gcl02_11		
Drawn by		IAF			
IAF DESIGN		Checked by	JSD	Scale	1 : 100



Golf Club Lane Builth Wells	IA Foster	East Garage Impression		
	New Dwelling	Project number	gcl02	
Date		April 2010	gcl02_12	
Drawn by		IAF		
IAF DESIGN		Checked by	JSD	Scale



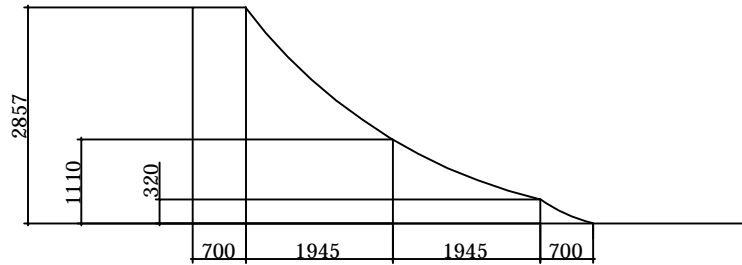
iaf design

client	IA Foster
project	New Dwelling at Golf Club Lane Builth Wells Powys LD2 3NN
drawing	Bank section of development land owned
drawing no.	gcl02_bk_plan
date	26 March 2010
designed by	IAF
scale	1:250
revision	
notes	

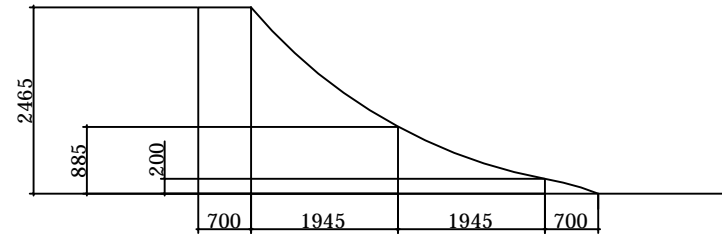
iaf design  
westview llowes  
hr3 5jd  
phone 01497 842935  
fax 0870 458 1864  
email mail@iafdesign.co.uk



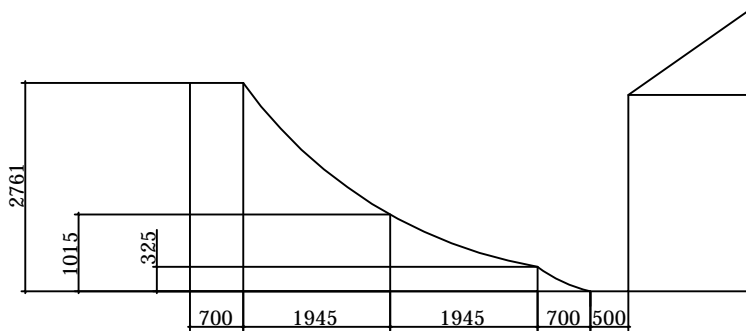
client IA Foster  
project New Dwelling at  
Golf Club Lane  
Builth Wells  
Powys  
LD2 3NN  
drawing Section for bank  
within site  
bordering road  
drawing no.  
gc02\_bk\_section  
date 26 March 2010  
designed by IAF  
scale 1:100  
revision  
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hr3 5jd  
phone 01497 842935  
fax 0870 458 1864  
email mail@iafdesign.co.uk



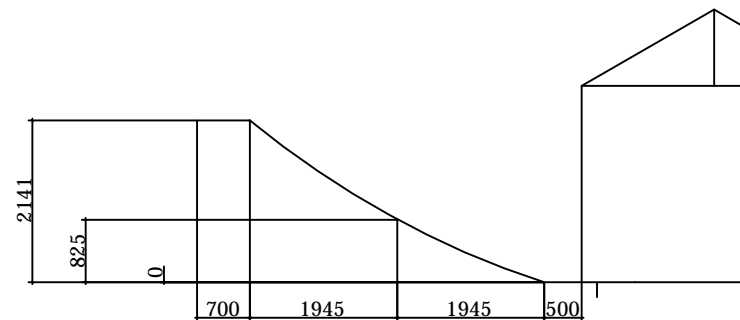
A - A Section



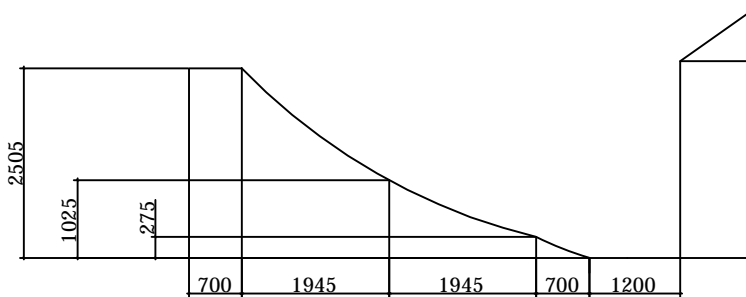
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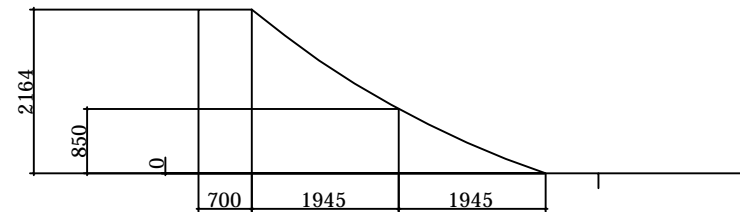
B - B Section



E - E Section

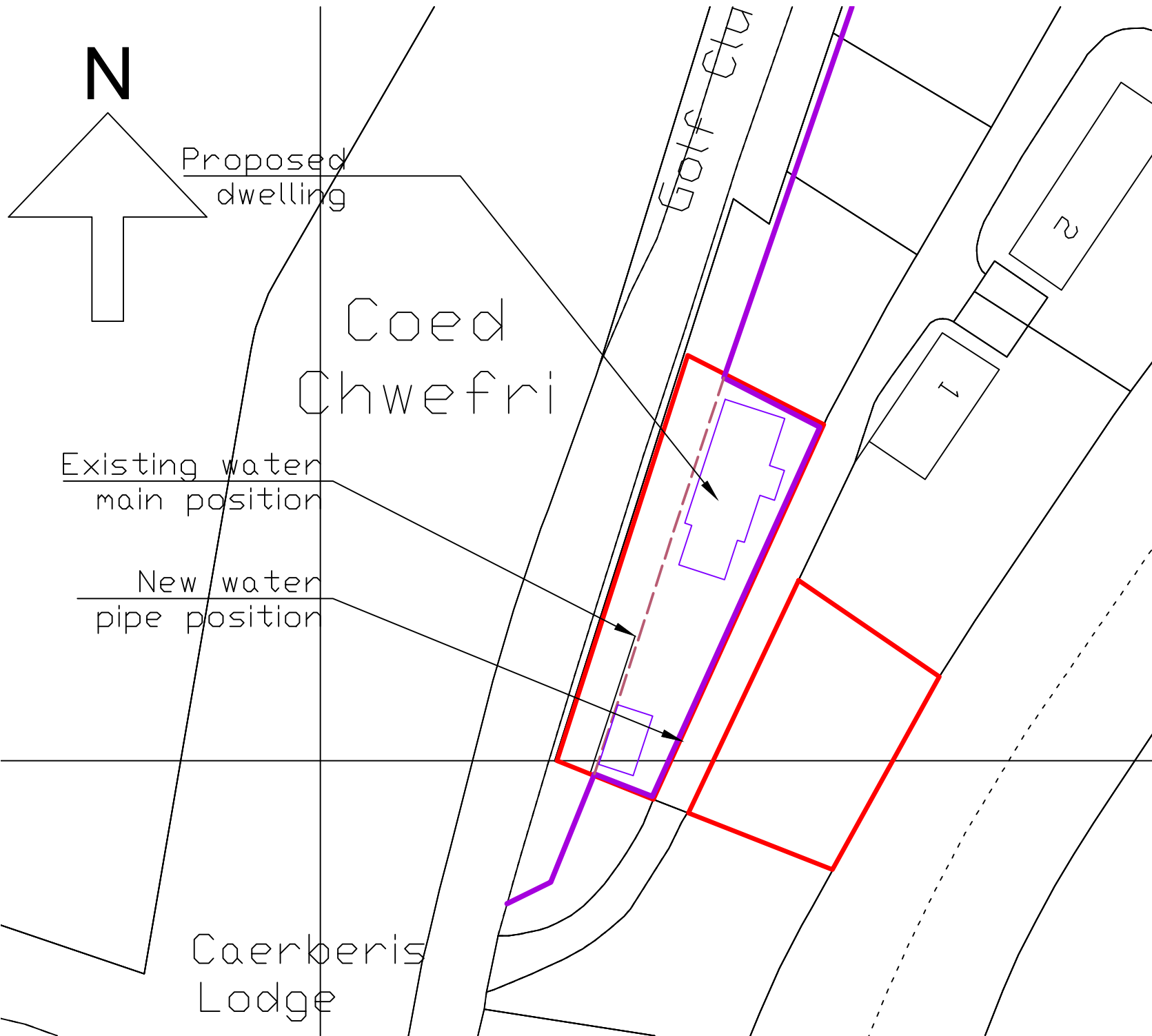


C - C Section



F - F Section





iaf design

client	IA Foster
project	New Dwelling at Golf Club Lane Builth Wells Powys LD2 3NN
drawing	Water Main Plan
drawing no.	gcl02_ww01
date	26 April 2010
designed by	IAF
scale	1:500
revision	
notes	

iaf design  
westview llowes  
hr3 5jd  
phone 01497 842935  
fax 0870 458 1864  
email mail@iafdesign.co.uk

## **DESIGN AND ACCESS STATEMENT**

**for proposed single storey dwelling**

**at**

**Plot adjacent to 1 Golf Club Lane, Builth Wells, Powys, LD2 3NN**

### **1. Introduction**

This supporting statement for the reserved matters describes the proposed development of the plot at 1 Gold Club Lane.

Outline planning permission was granted for application P/2008/0045 on 26/03/2008.

In addition to this statement the reserved matters application is supported by the following:

- Location Plan
- Detailed plan and elevation drawings of proposed development
- Impression of the proposed development
- Site plan with landscape detail
- Plan of the proposed re-alignment of the water main
- Sections through the site
- Plan and Section of the bank adjacent to Highway
- Documents from Highway concerning bank and access road.

### **2. Site**

The site is located in a small cul-de-sac known as Golf Club Lane. There are four existing bungalows in this private road. This residential area is divided by an existing private access road referred to in the approved application. The development is on the parcel of land to the westerly side furthest from the river.

It is located on the South Western edge of the market town of Builth Wells.

The site is bounded by the River Irfon and a bank that gives some privacy from the minor road of Golf Links Road. 1 Golf Club Lane shares a further boundary.

### **3. Proposed development**

The aim of the proposal is to provide an appropriate residential home in keeping with the existing property in the cul-de-sac.

The new dwelling would be provided with off street parking and good access with amenity areas to the sides and on the parcel of land opposite, suitable for the property.

The bungalow would provide a spacious property while not adversely impacting on the street scene or the amenities of the occupiers of the adjacent bungalows.

#### **4. Design**

We have ensured that the design compliments the size, scale and styles of the properties nearby. As such, the new development is in keeping with the local vernacular. It is a single storey building with rendered and timber clad exterior walls. Windows are upvc again to match those in the other bungalows within the cul-de-sac. Large doors provide a light and airy space and open onto a bounded patio area with views across the garden.

The design will adopt the use of high performance materials and use solar panels for energy generation to make the building sustainable.

During the design process consideration has been given to the affordability of the building and the ongoing living costs. Significant priority has been given to sustainability issues. To this end the structure will be highly insulated, use high performance glazing to take full advantage of solar gain, incorporate heat recovery and ventilation combined underfloor heating powered by a modern highly efficient air source heat pump backed by solar panels. Secondary heating will be provided by a wood burning stove. The property would connect to main sewerage, water and electricity.

Welsh Water has been consulted with regards the existing water main. Welsh Water would be employed to re-align the water main and provide a connection to the new dwelling. Our drawing shows the proposed route of the new water main and has been approved by Welsh Water following a site visit.

Our aim is produce a visually appealing home that is comfortable and economical to live in whilst having the least visual impact on its surrounds.

The development utilises the current planting to minimise the impact and only removes shrubs/tree to gain access to the site. The majority of the lined screening remains. Additional fencing and planting is added to enhance the property and provide additional screening.

Some ornamental planting takes place on the patio area which will add to the visual look from both within the home and from the outside by softening further the development. A lawn area remains to the South of the property and a hedged lawn area on the land adjacent to the river.

#### **5. Access**

Access to the property is from the existing private road that serves four other properties. The entrance to the private road is well established but will be further enhanced in line with approved application conditions 5 & 6 and further on site consultation with Alison Brown of Powys Highways department.

The main front door will be provided with a suitable shallow ramp, to comply with the current Building Regulations and to ensure easy access is available for all.

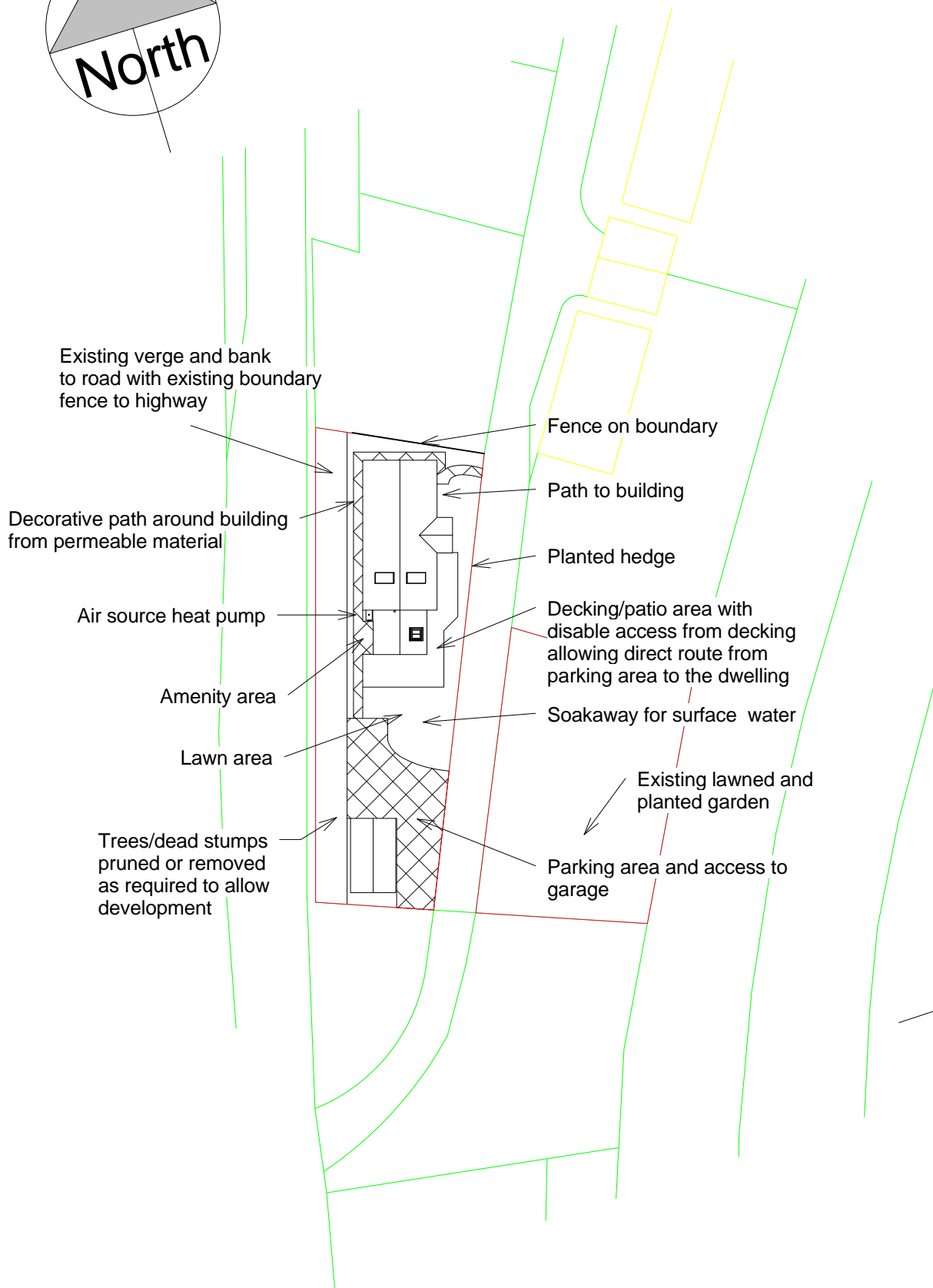
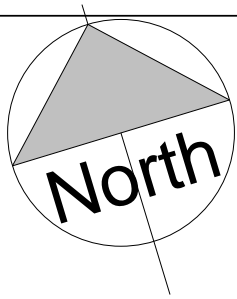
## **6. Conclusion**

The application site is on the edge of a market town location close to local shops, pubs, restaurants, services, golf course and community facilities. Public transport links serve the town. In all this makes the scheme accessible and sustainable.

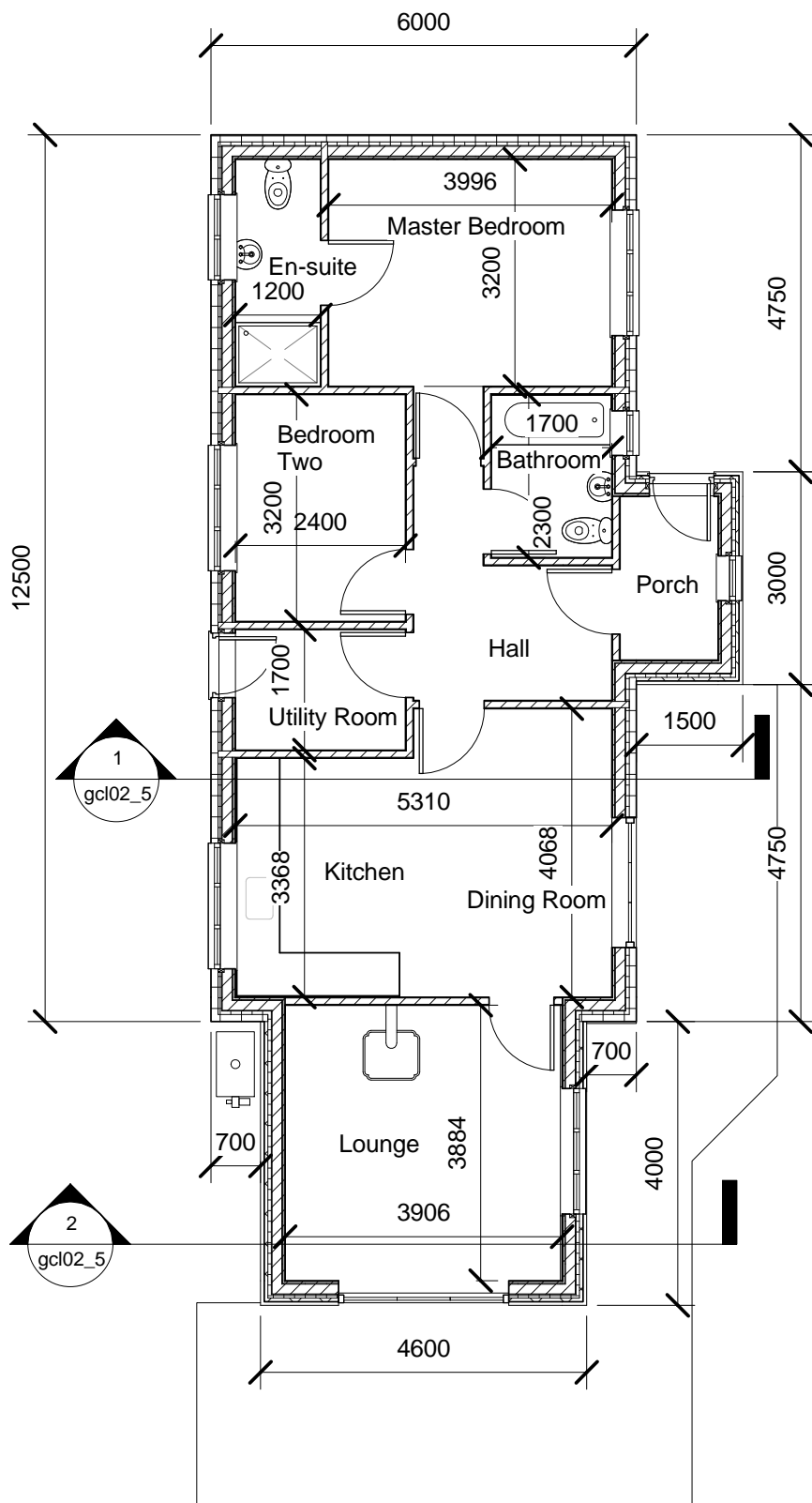
It would add to the housing stock within Builth Wells in a positive manner. It will be a modest and sustainable development.

IAF

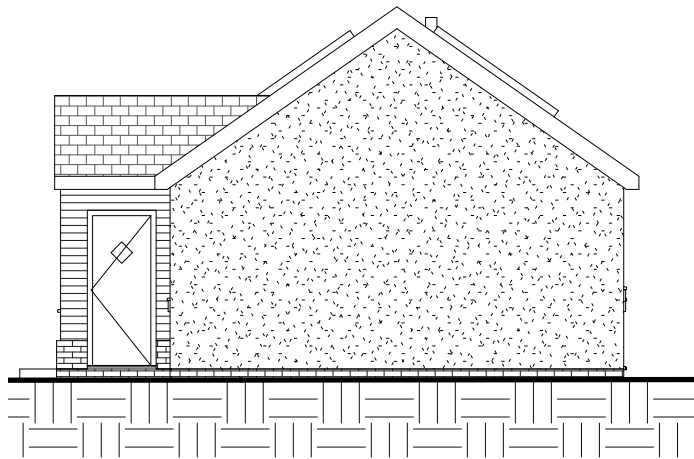
26 April 2010.



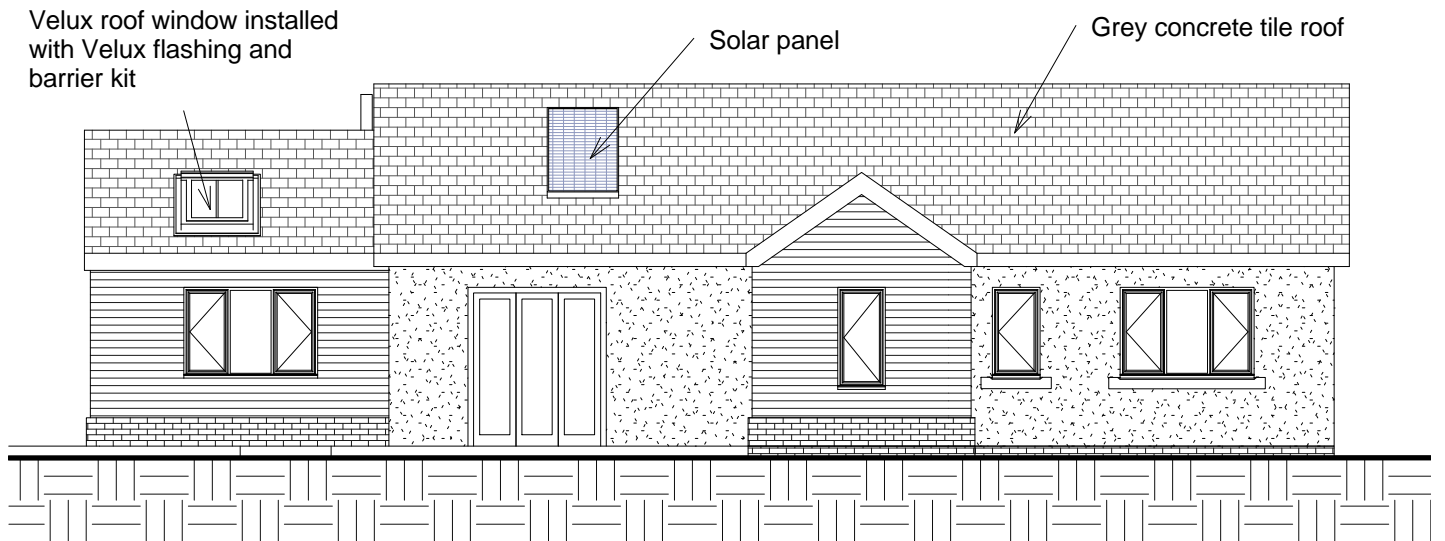
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	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_1		
Drawn by		IAF			
IAF DESIGN		Checked by	JSD	Scale	1 : 500



Golf Club Lane Builth Wells	IA Foster	Plan View			
	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_2		
Drawn by		IAF			
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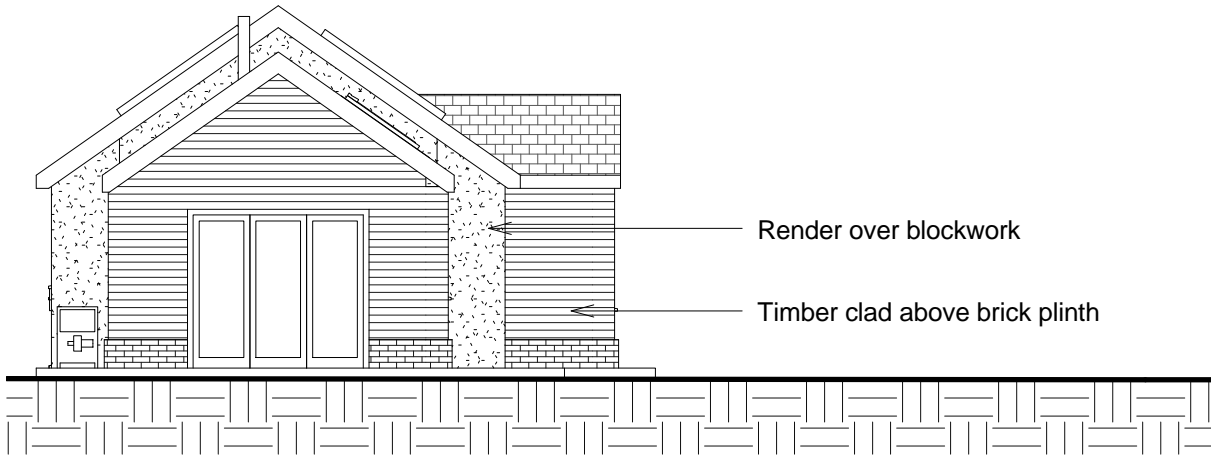


1 NE  
1 : 100



2 SE  
1 : 100

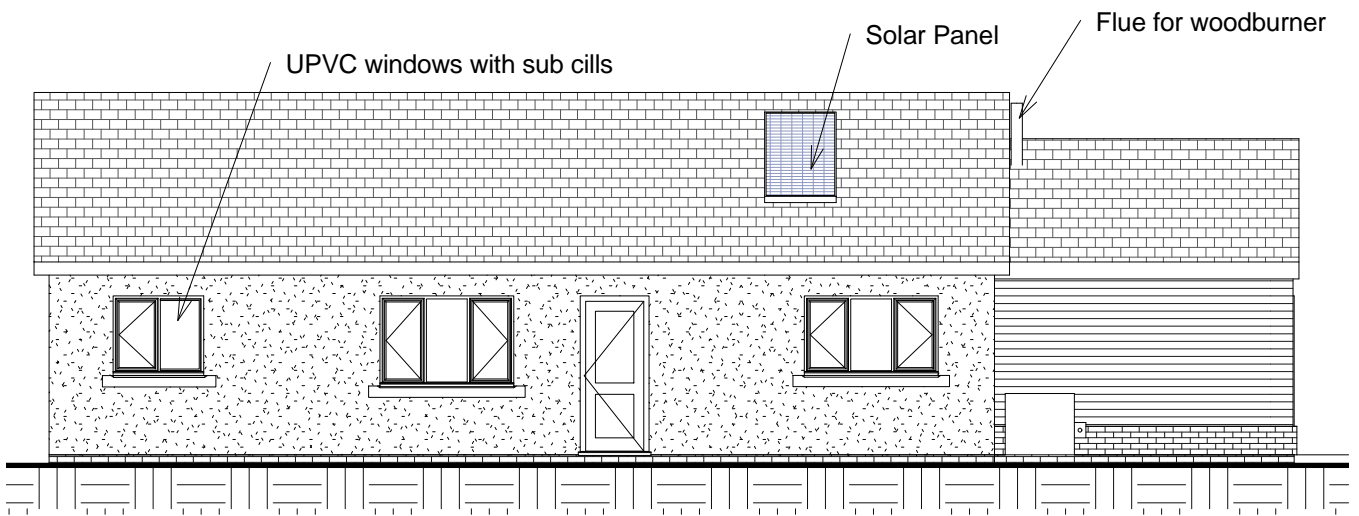
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	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_3		
Drawn by		IAF			
IAF DESIGN		Checked by	JSD	Scale	1 : 100



1

SW

1 : 100



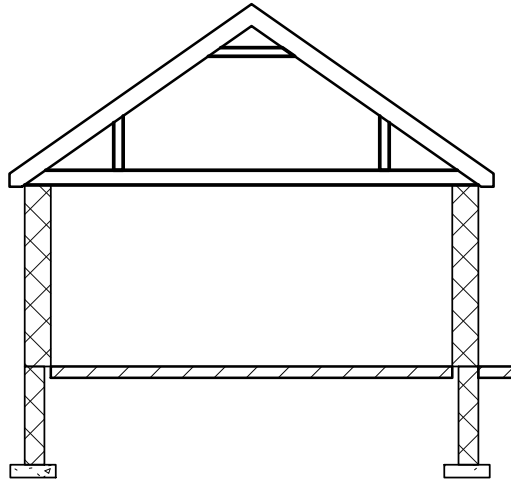
2

NW

1 : 100

Golf Club Lane Builth Wells	IA Foster	SW & NW Elevation			
	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_4		
Drawn by		IAF			
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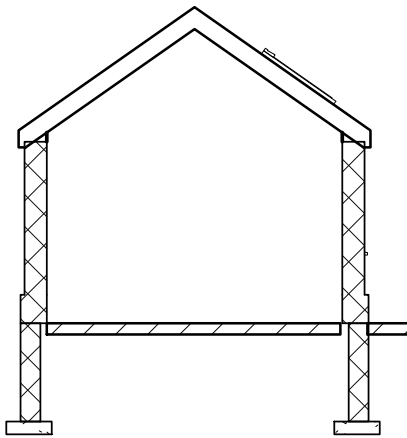




1

# Section 1

1 : 100

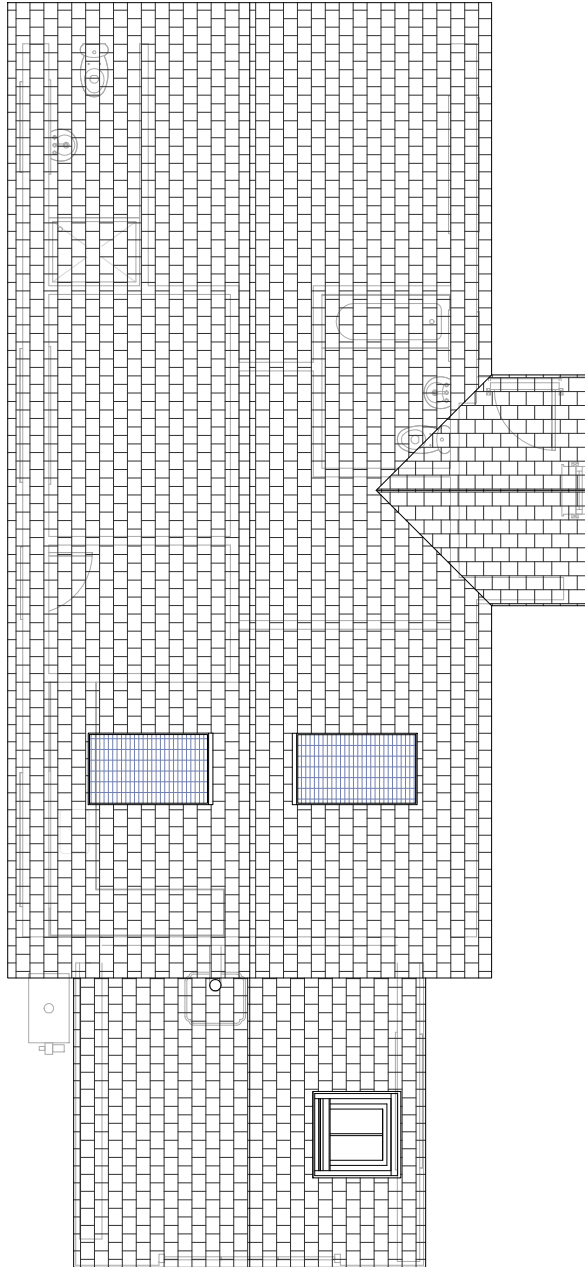


2

# Section 2

1 : 100

Golf Club Lane Builth Wells	IA Foster	Section View			
	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_5		
Drawn by		IAF			
IAF DESIGN		Checked by	JSD	Scale	1 : 100

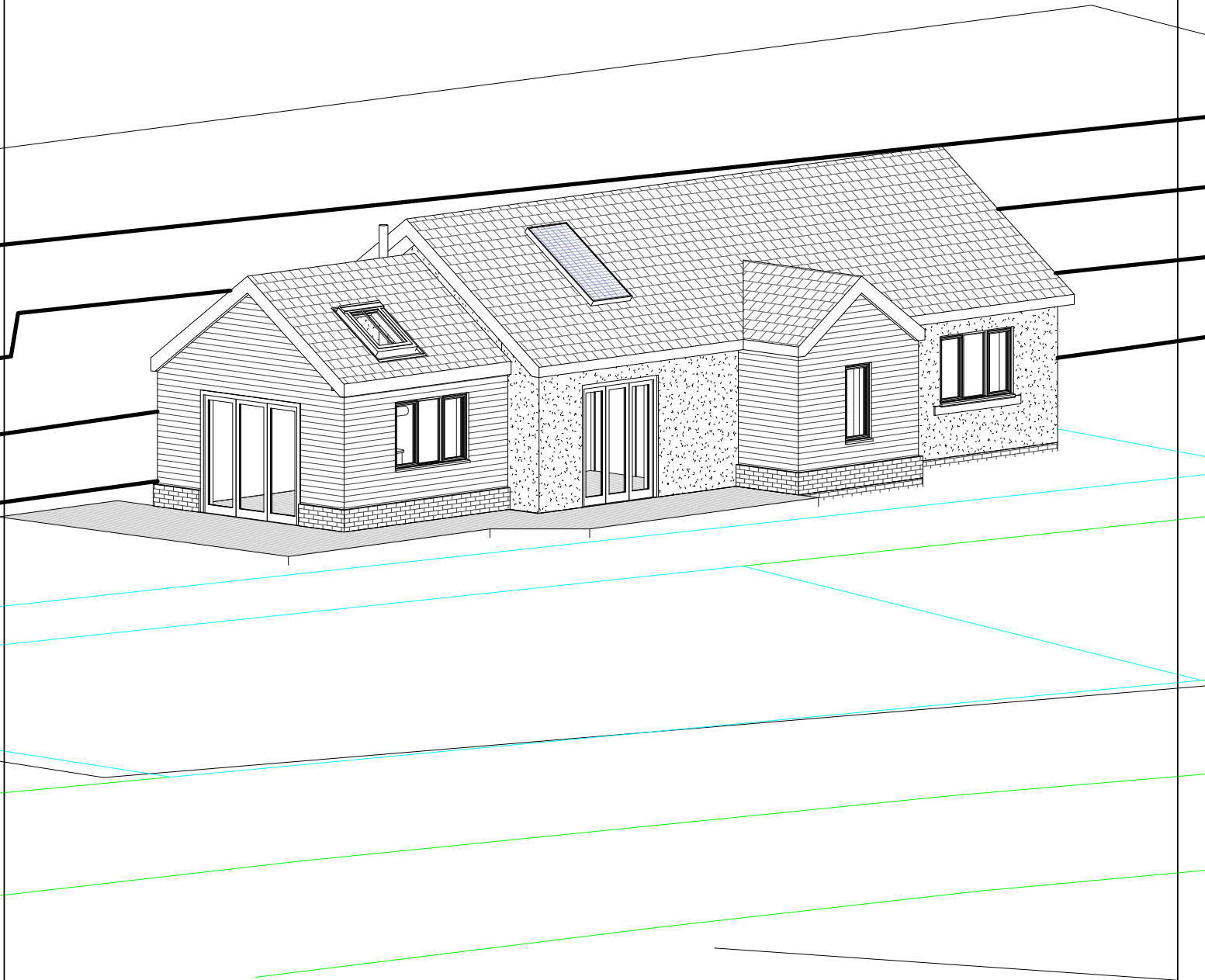


1

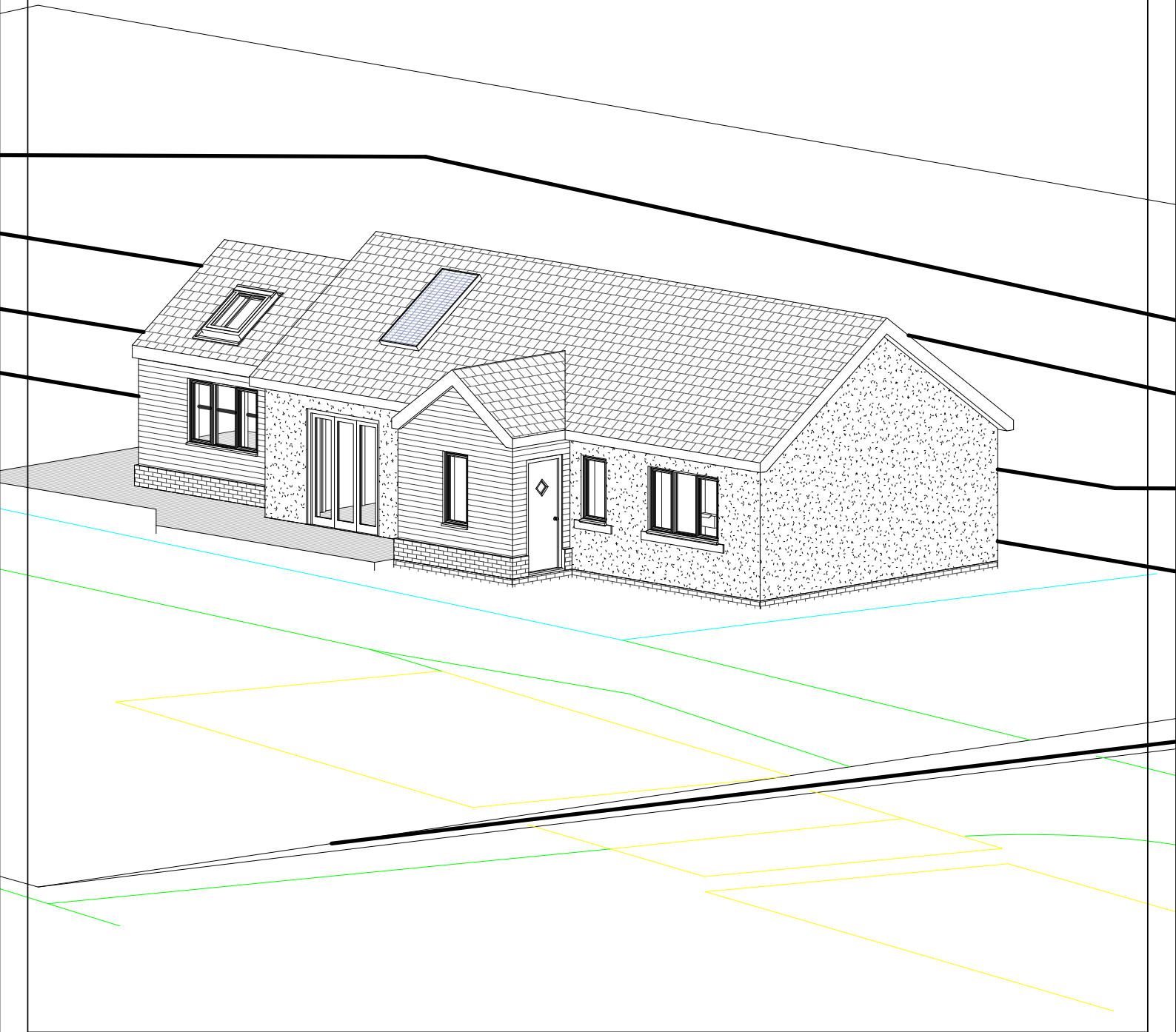
# 00\_Roof

1 : 100

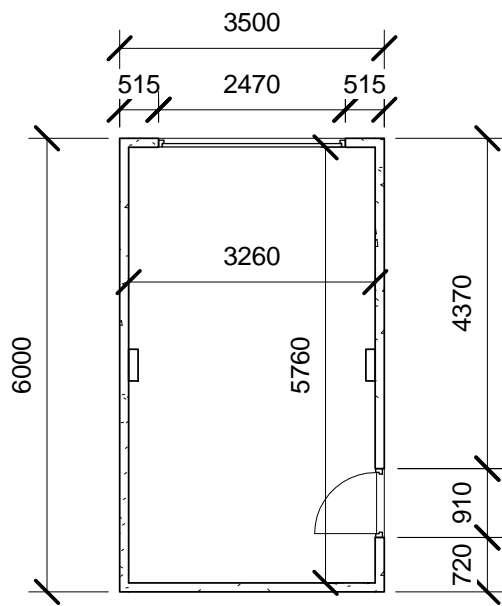
Golf Club Lane Builth Wells	IA Foster	Roof Plan View			
	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_6		
Drawn by		IAF			
IAF DESIGN		Checked by	JSD	Scale	1 : 100



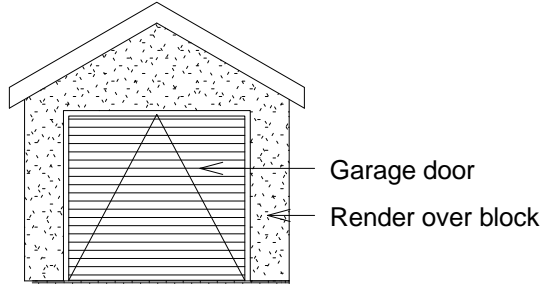
Golf Club Lane Builth Wells	IA Foster	South Impression	
	New Dwelling	Project number	gcl02
Date		July 2010	
Drawn by		IAF	Scale
IAF DESIGN	Checked by	JSD	



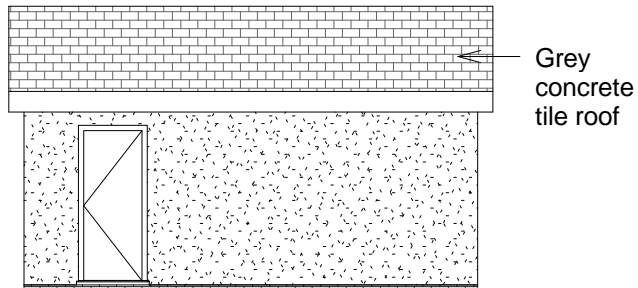
Golf Club Lane Builth Wells	IA Foster	East Impression	
	New Dwelling	Project number	gcl02
Date		July 2010	
Drawn by		IAF	Scale
IAF DESIGN	Checked by	JSD	



Golf Club Lane Builth Wells	IA Foster	Garage Plan View			
	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_9		
Drawn by		IAF			
IAF DESIGN		Checked by	JSD	Scale	1 : 100

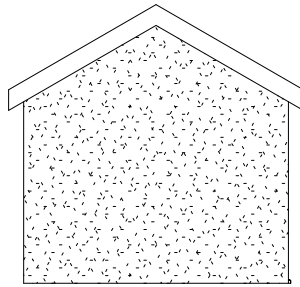


**1** Garage\_NE  
1 : 100



**2** Garage\_SE  
1 : 100

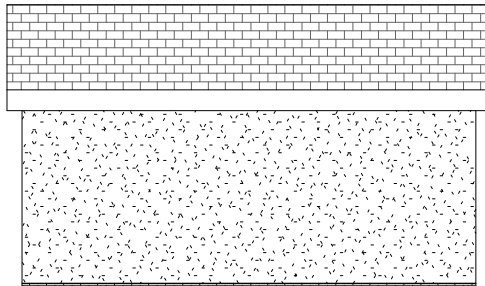
Golf Club Lane Builth Wells	IA Foster	Garage NE & SE Elevation			
	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_10		
Drawn by		IAF			
IAF DESIGN		Checked by	JSD	Scale	1 : 100



1

Garage\_SW

1 : 100

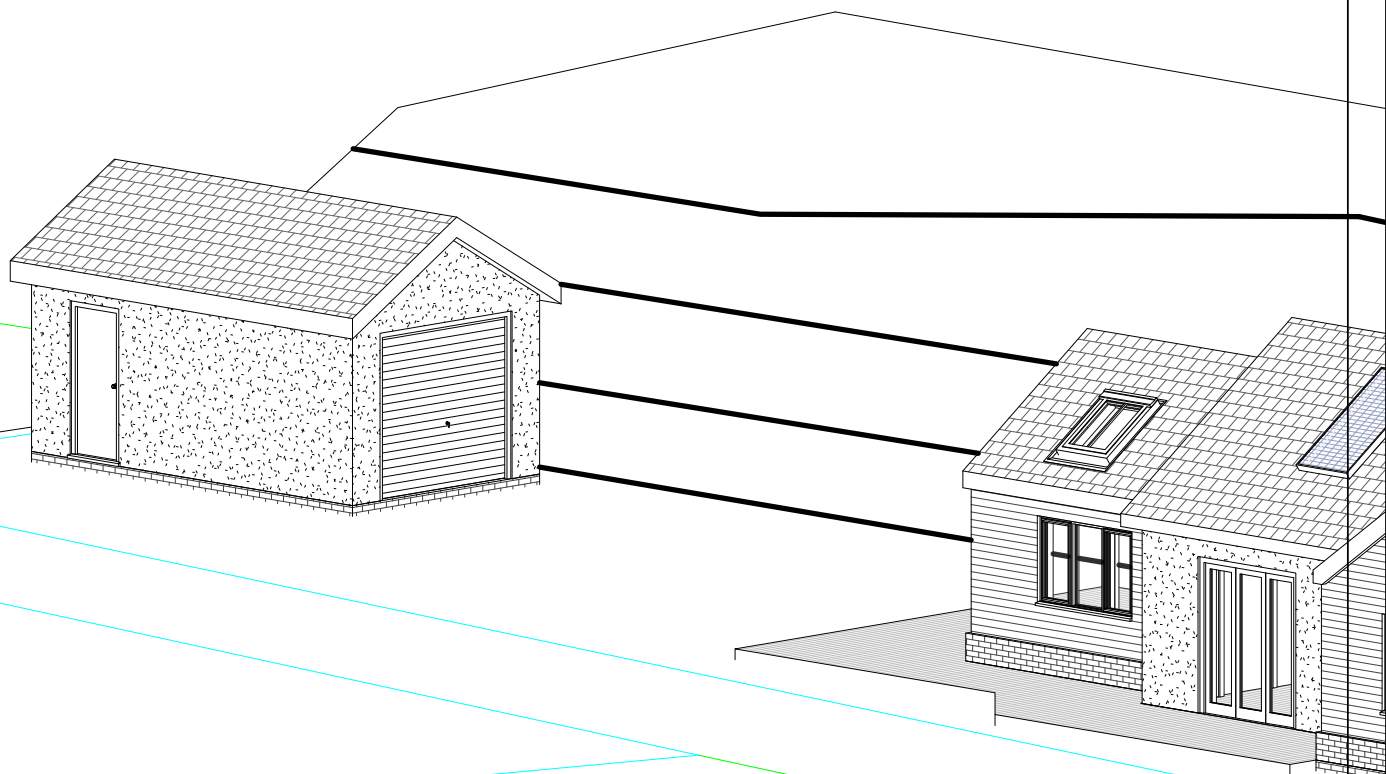


2

Garage\_NW

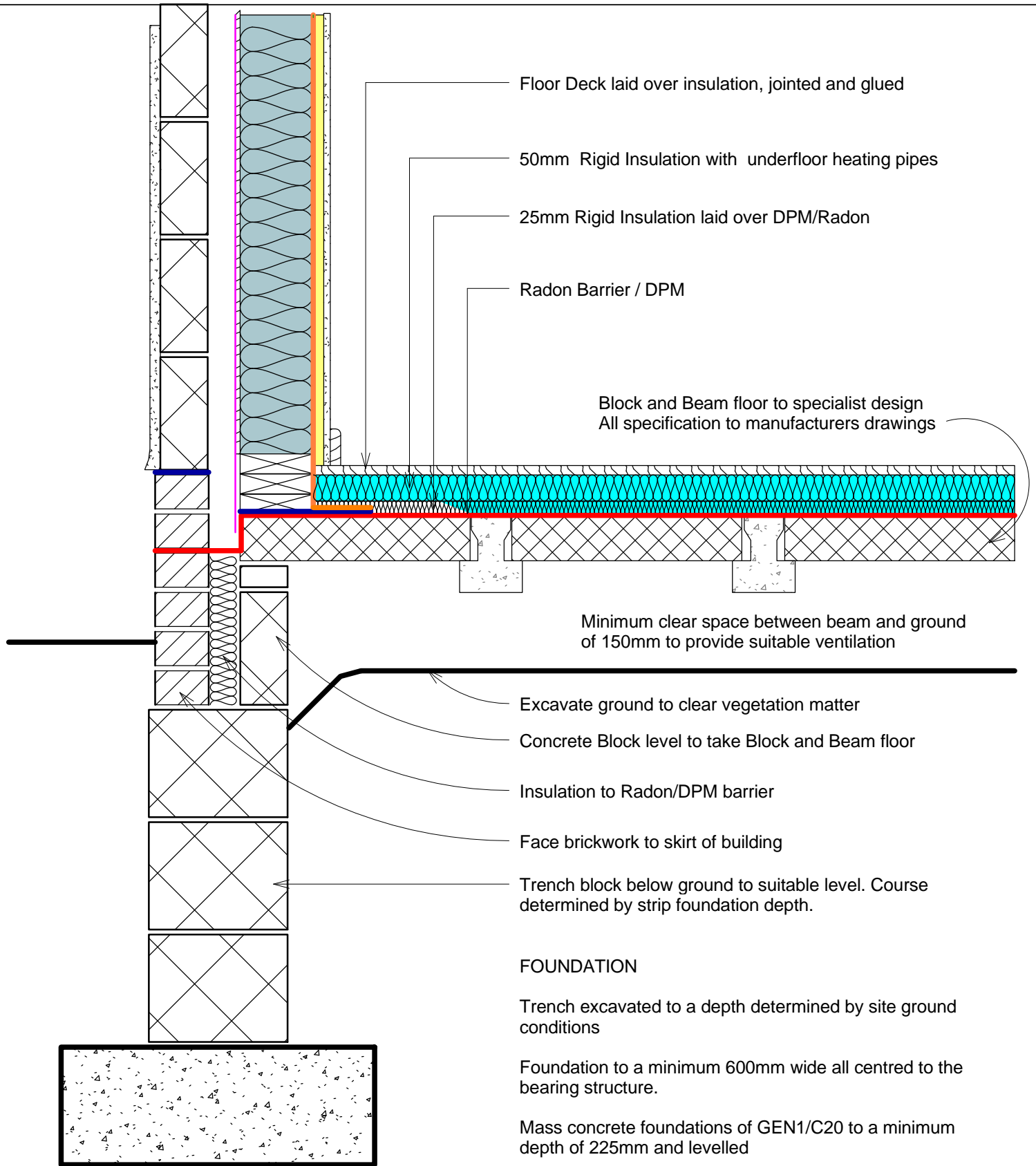
1 : 100

Golf Club Lane Builth Wells	IA Foster	Garage SW & NW Elevation			
	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_11		
Drawn by		IAF			
IAF DESIGN		Checked by	JSD	Scale	1 : 100

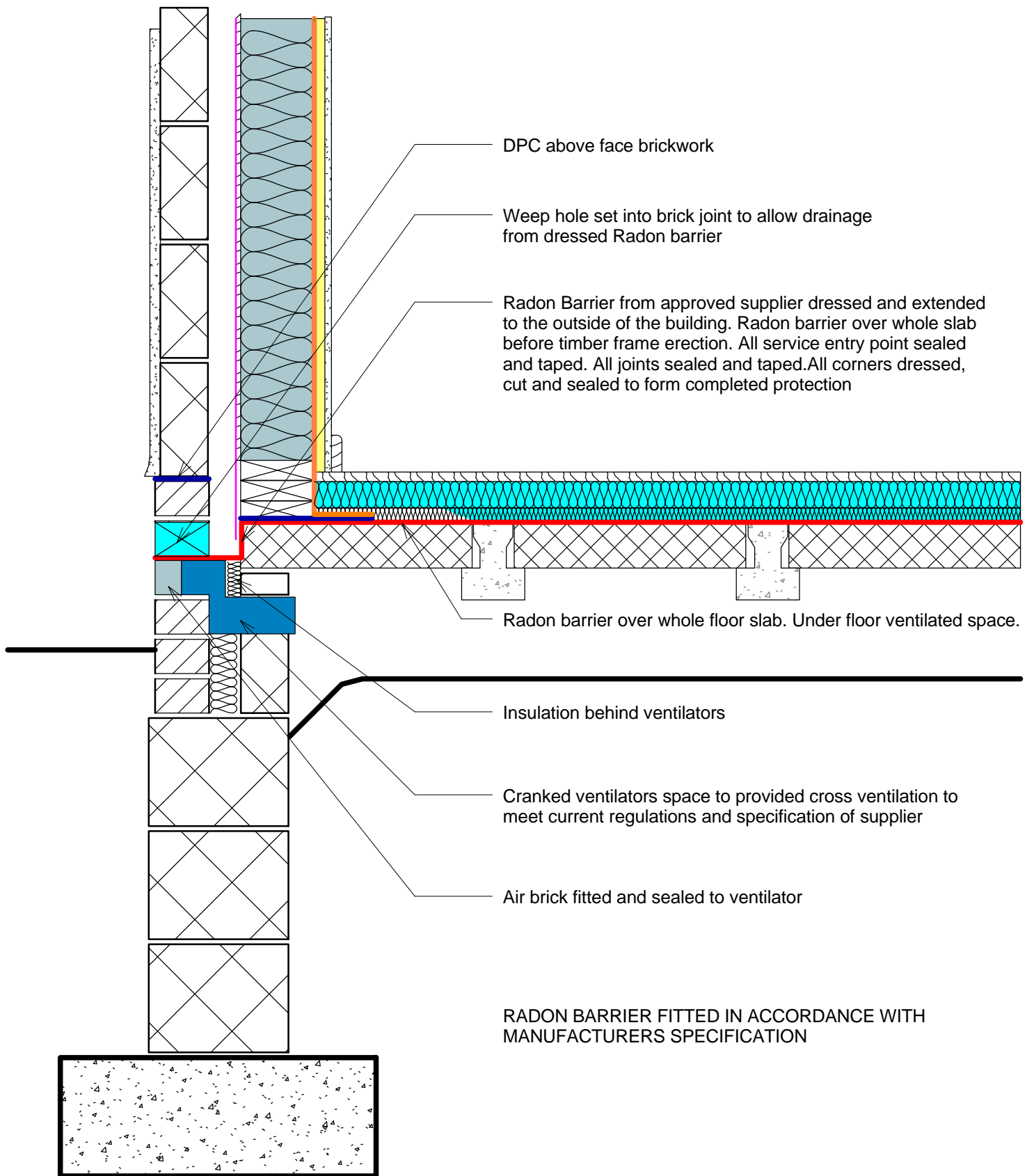


Golf Club Lane Builth Wells	IA Foster	East Garage Impression		
	New Dwelling	Project number	gcl02	
Date		July 2010	gcl02_12	
Drawn by		IAF		
IAF DESIGN		Checked by	JSD	Scale

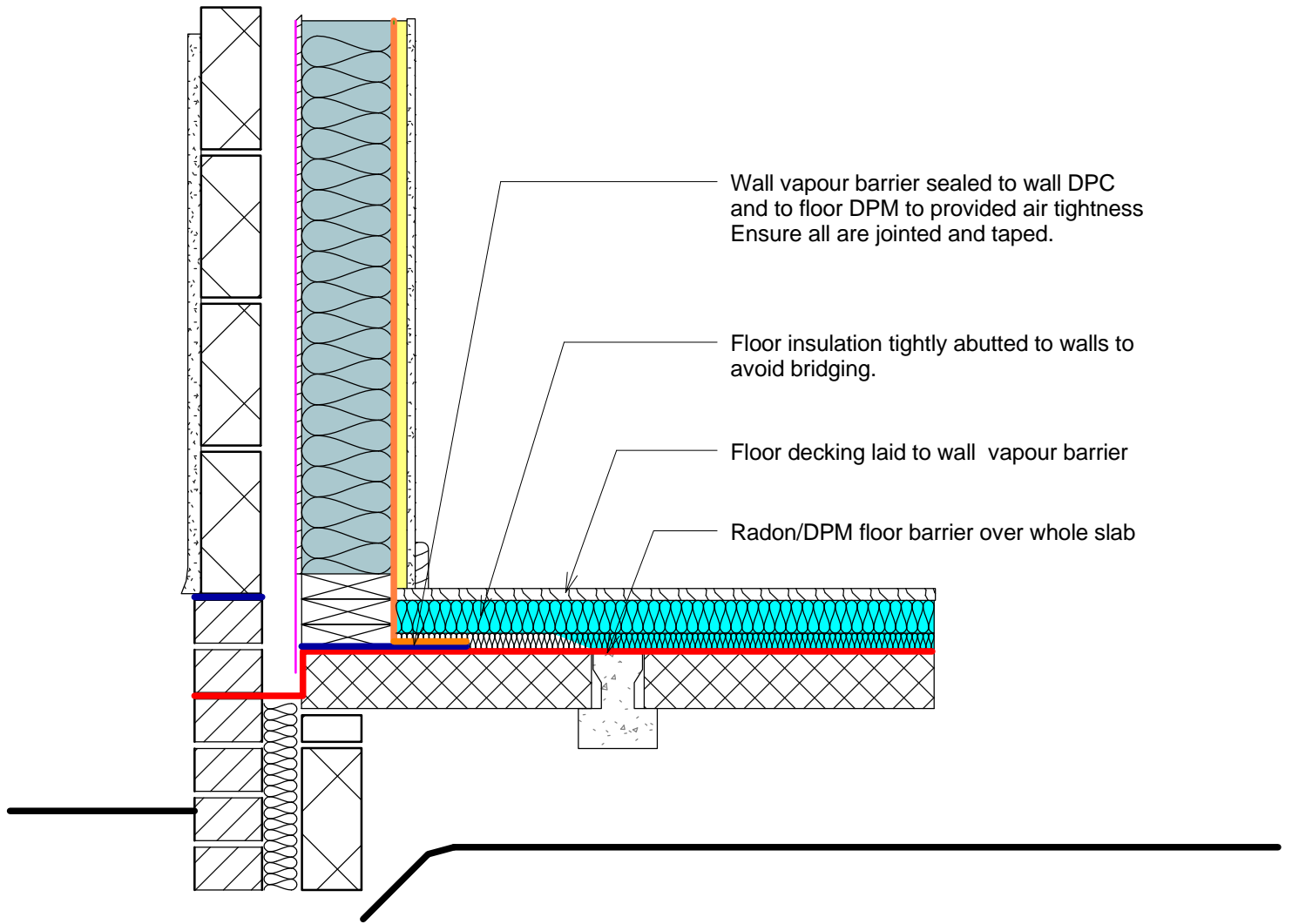




Golf Club Lane Builth Wells	IA Foster	Below Ground & Floor			
	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_13		
Drawn by		Author			
IAF DESIGN		Checked by	Checker	Scale	1 : 10



Golf Club Lane Builth Wells	IA Foster	Radon detail			
	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_14		
Drawn by		IAF			
IAF DESIGN		Checked by	Checker	Scale	1 : 10



Wall vapour barrier sealed to wall DPC and to floor DPM to provide air tightness. Ensure all are jointed and taped.

Floor insulation tightly abutted to walls to avoid bridging.

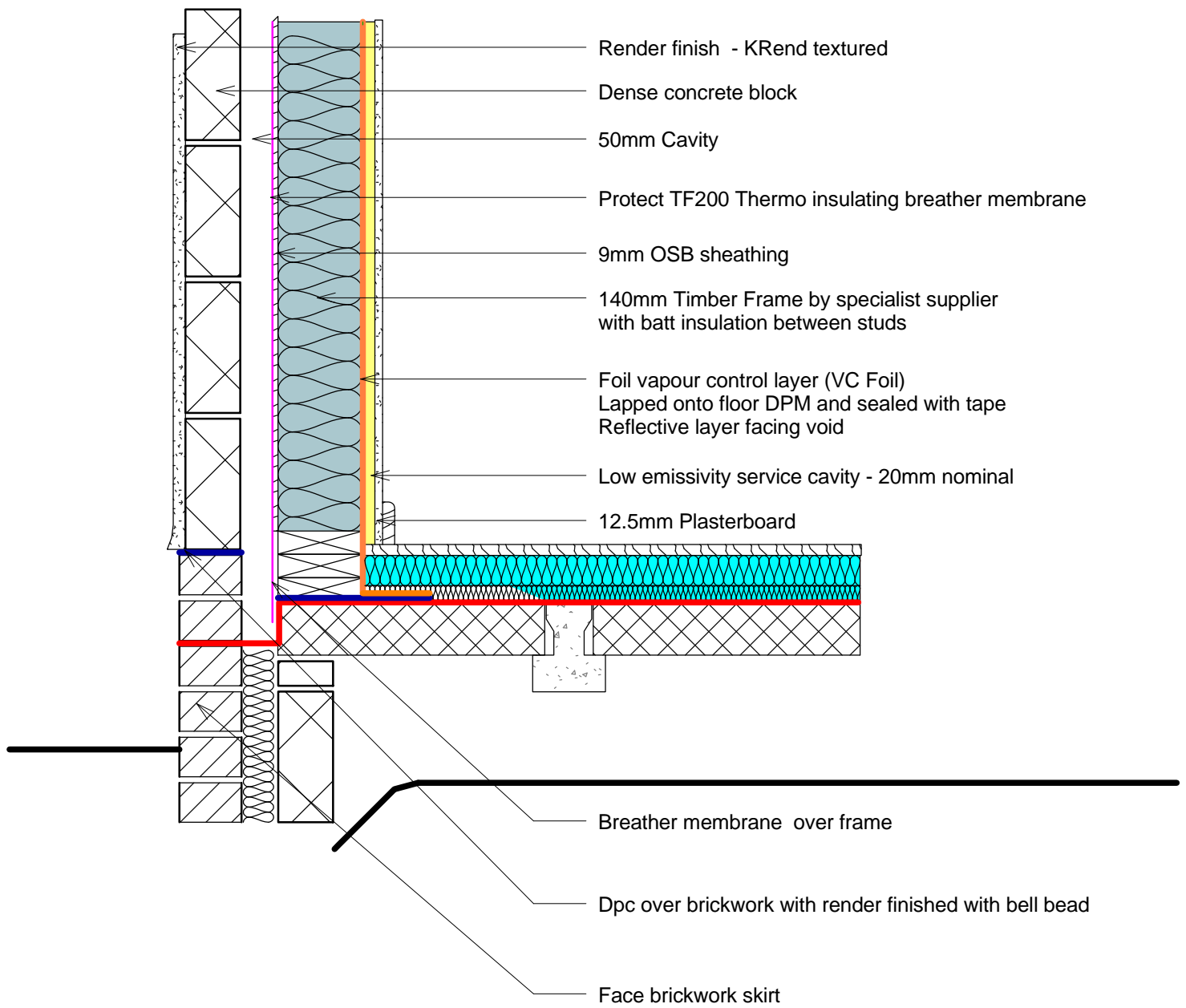
Floor decking laid to wall vapour barrier

Radon/DPM floor barrier over whole slab

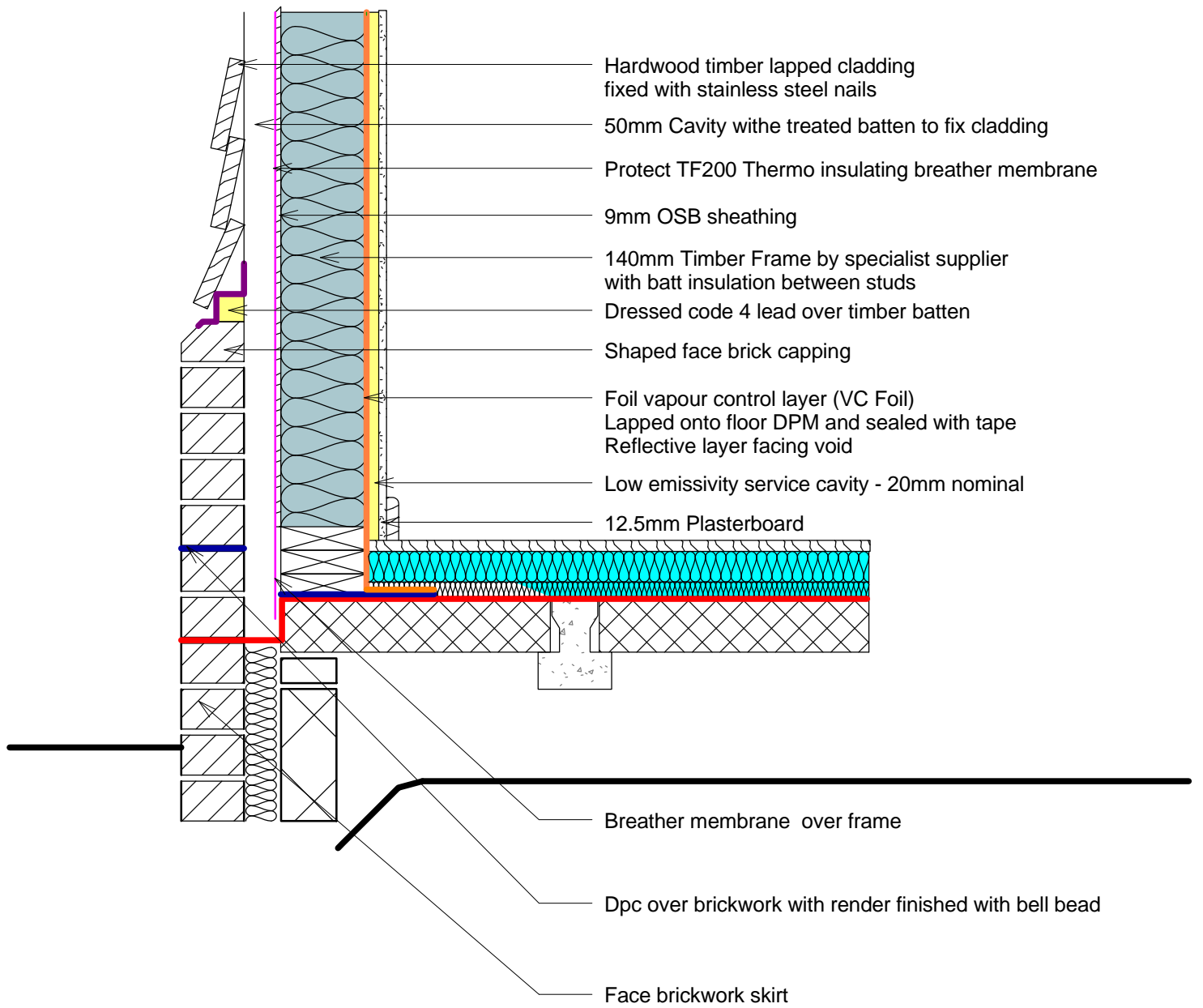
DESIGN OF FLOOR TO REFERENCE ACD TFW-GF-01

Notes: Seal any penetrations through the air barrier using flexible sealant or tape  
 If sole plates are packed to level ensure that gaps are sealed  
 Ensure DPC is sealed to DPM and Vertical vapour barrier to ensure air tightness.

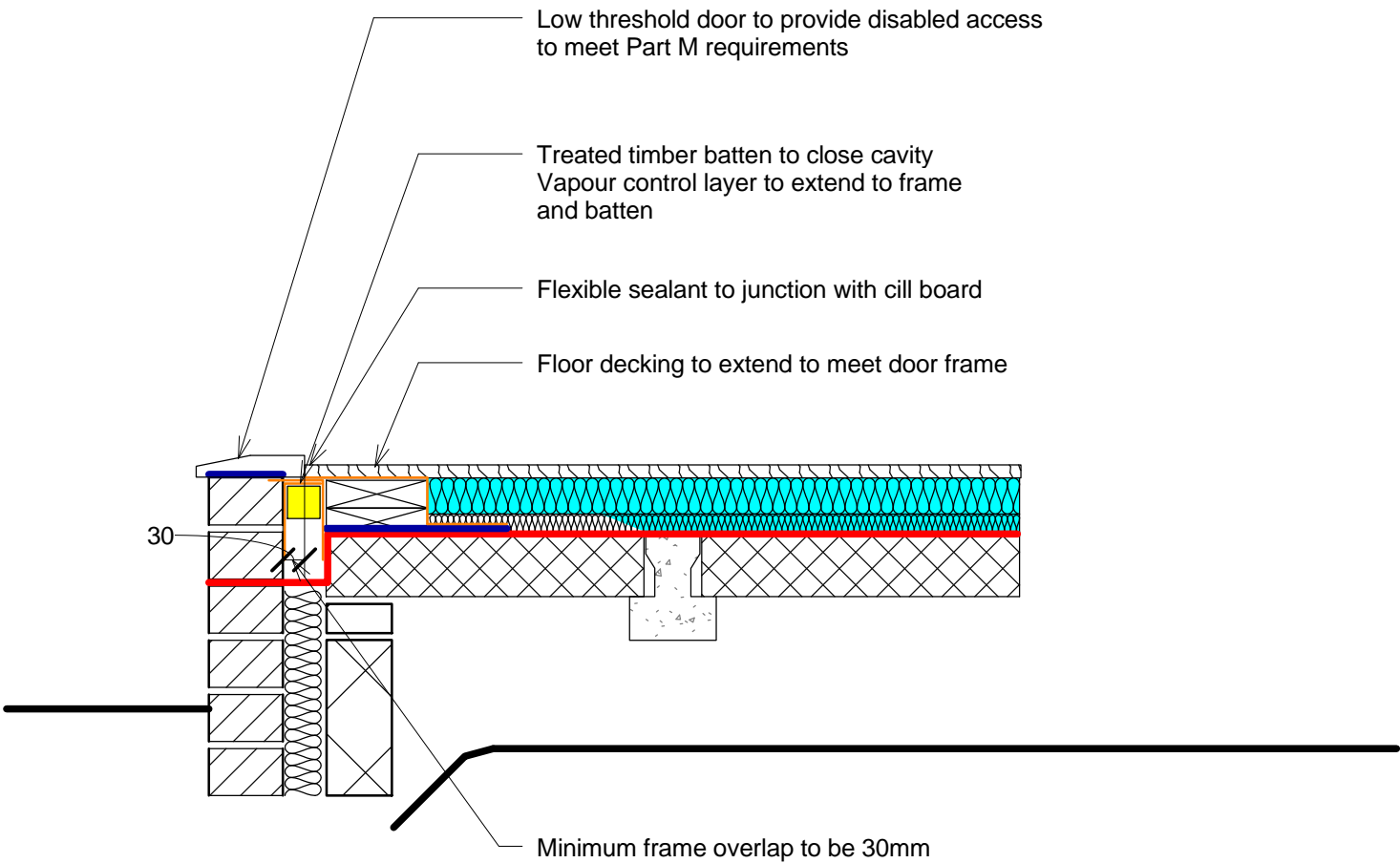
Golf Club Lane Builth Wells	IA Foster	Floor detail			
	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_15		
Drawn by		IAF			
IAF DESIGN		Checked by	Checker	Scale	1 : 10



Golf Club Lane Builth Wells	IA Foster	Timber Frame Block Wall			
	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_16		
Drawn by		IAF			
IAF DESIGN		Checked by	Checker	Scale	1 : 10

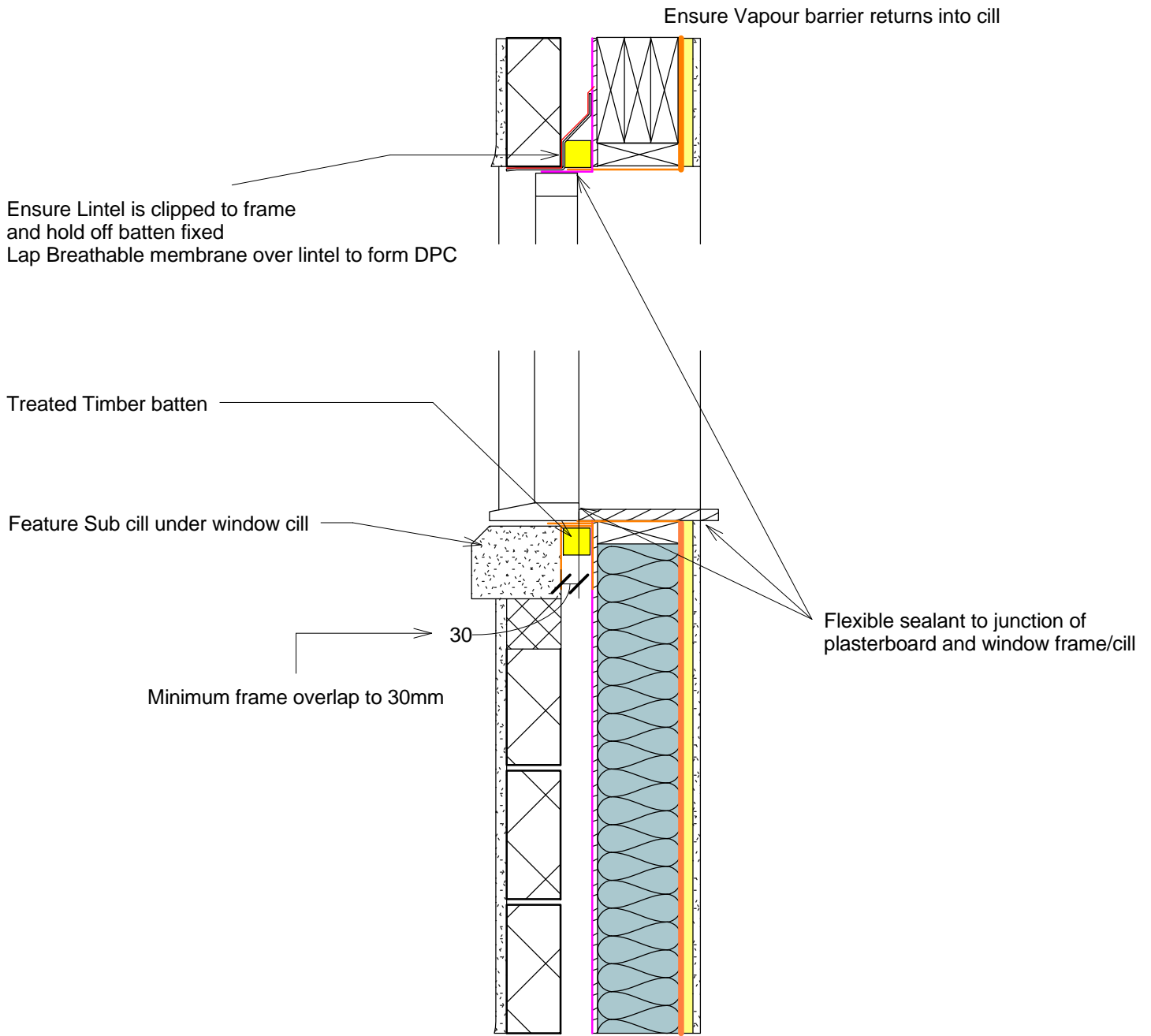


Golf Club Lane Builth Wells	IA Foster	Timber Frame Clad Wall			
	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_17		
Drawn by		IAF			
IAF DESIGN		Checked by	Checker	Scale	1 : 10



Golf Club Lane Builth Wells	IA Foster	Disabled Threshold			
	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_18		
Drawn by		IAF			
IAF DESIGN		Checked by	Checker	Scale	1 : 10

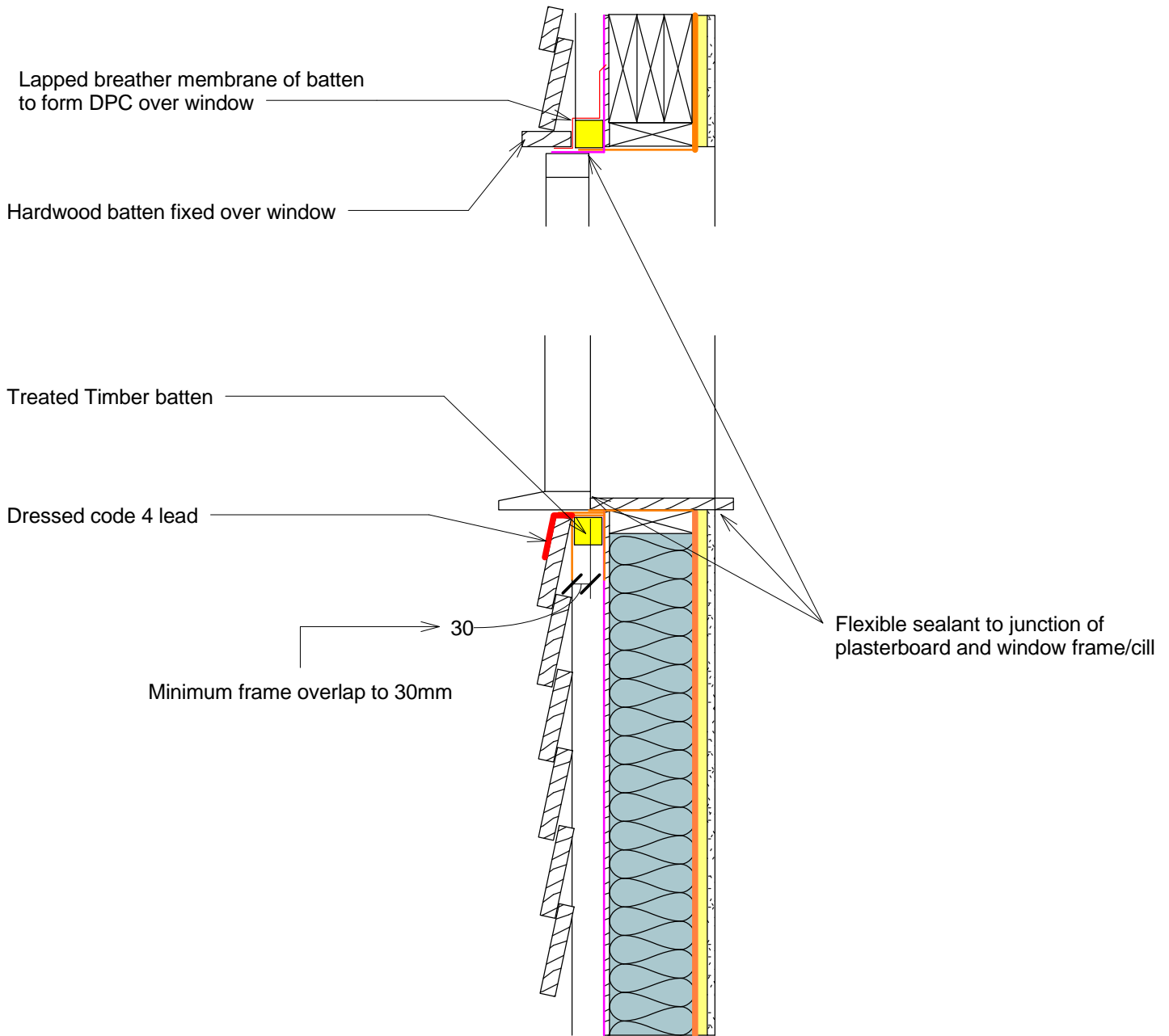
DESIGN OF LINTEL TO REFERENCE ACD TFW-WD-01



DESIGN OF WINDOW CILL TO REFERENCE ACD TFW -WD-02

Golf Club Lane Builth Wells	IA Foster	Timber Frame - Window Block			
	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_19		
Drawn by		IAF			
IAF DESIGN		Checked by	Checker	Scale	1 : 10

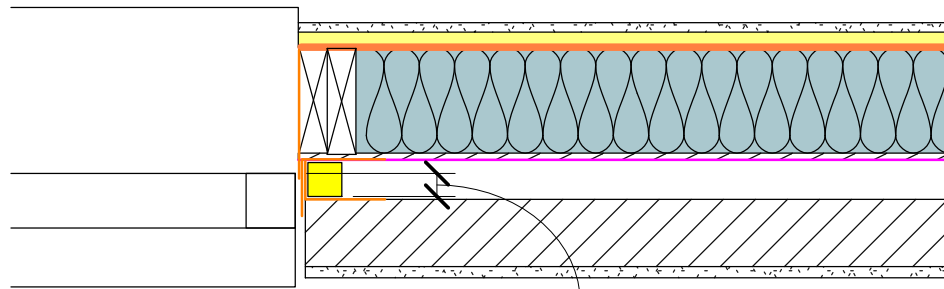
Ensure Vapour barrier returns into cill



Golf Club Lane Builth Wells	IA Foster	Timber Frame - Window Clad			
	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_20		
Drawn by		Author			
IAF DESIGN		Checked by	Checker	Scale	1 : 10

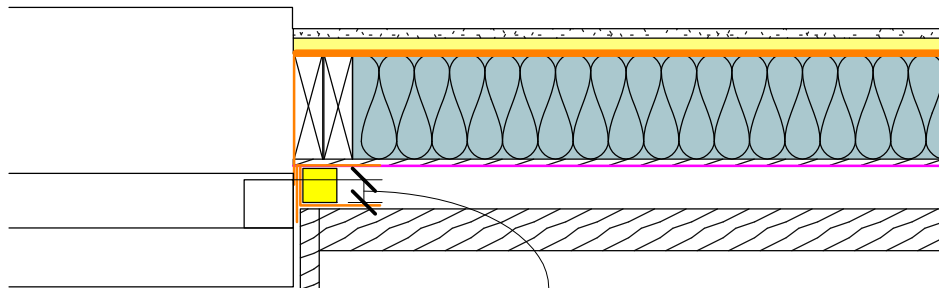


## BLOCK WALL OVER TIMBER FRAME



30  
Ensure minimum frame overlap of 30mm

## HARDWOOD TIMBER CLAD OVER TIMBER FRAME



30  
Ensure minimum frame overlap of 30mm

- Fix treated timber batten to cavity
- Flexible sealant to junction between lining and window frame/door members
- Ensure vapour barrier is returned into reveals
- Ensure breathable member is lapped to form DPC around frame

DESIGN OF JAMB DETAIL REFERENCES ACD TFW-WD-03

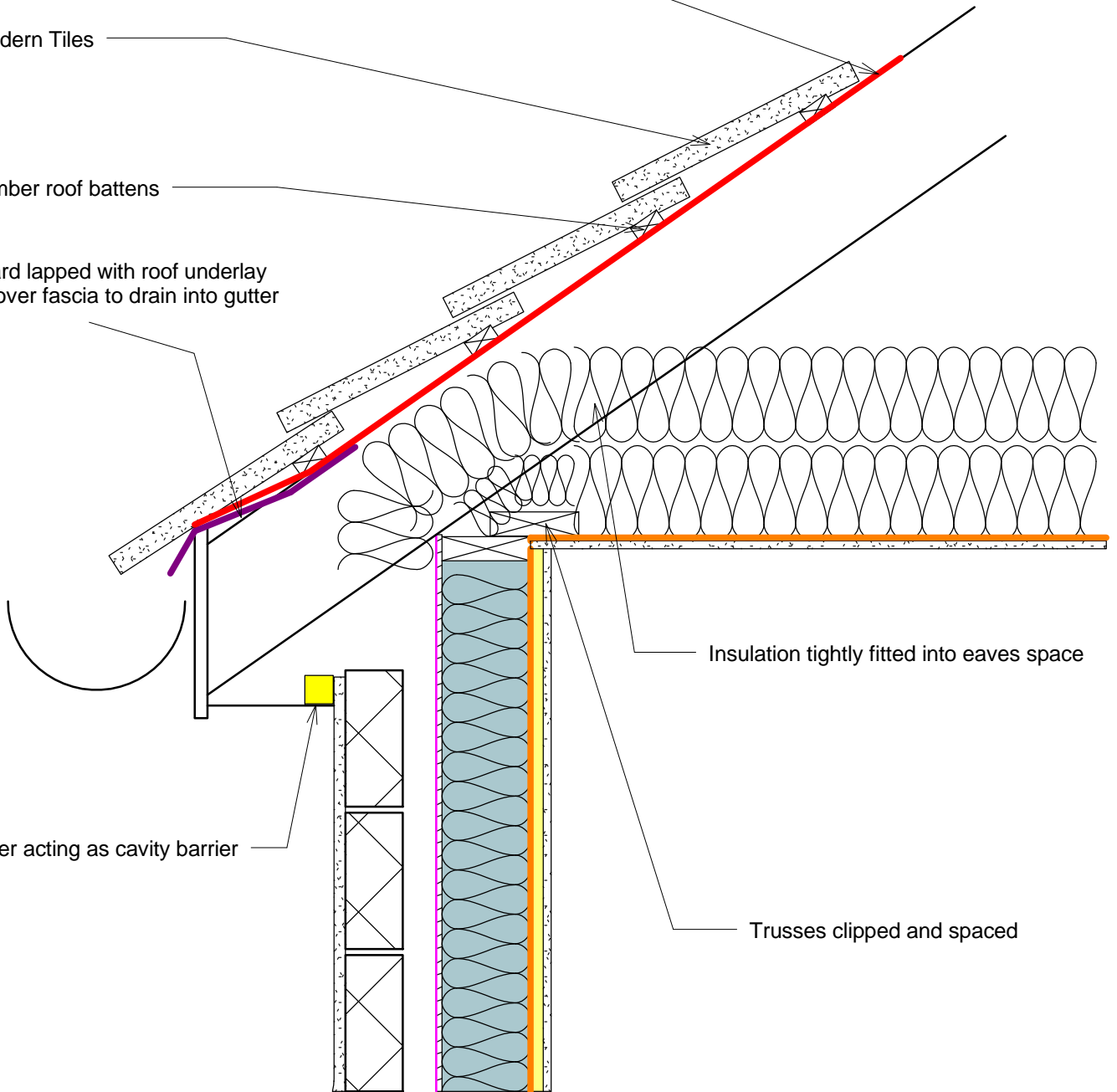
Golf Club Lane Builth Wells	IA Foster	Timber Frame - Jamb			
	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_21		
Drawn by		IAF			
IAF DESIGN		Checked by	Checker	Scale	1 : 10

Vapour permeable (breathable) roof underlay fitted and lapped at joints

Marley modern Tiles

Treated timber roof battens

Eaves board lapped with roof underlay and fitted over fascia to drain into gutter



Insulation tightly fitted into eaves space

Soffit bearer acting as cavity barrier

Trusses clipped and spaced

**DETAIL OF ROOF AND FLAT CEILING REFERENCE ACD TFW-RE-02**

Ensure the gap between the wall plate and eaves guard is completely filled with insulation.  
 Ensure continuity of the insulation throughout the junction.  
 Ensure full depth of insulation between and over joists abuts the eaves junction.  
 Vapour permeable roof underlay is used in strict accordance with approved third party certification.  
 The eaves insulation must not prevent free water drainage below tile battens

Golf Club Lane Builth Wells	IA Foster	Roof - Flat ceiling			
	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_22		
Drawn by		IAF			
IAF DESIGN		Checked by	Checker	Scale	1 : 10

Vapour permeable (breathable) roof underlay fitted and lapped at joints

Marley modern Tiles

Treated timber roof battens

Eaves board lapped with roof underlay and fitted over fascia to drain into gutter

Air layer

Rigid insulation fitted tightly between rafters

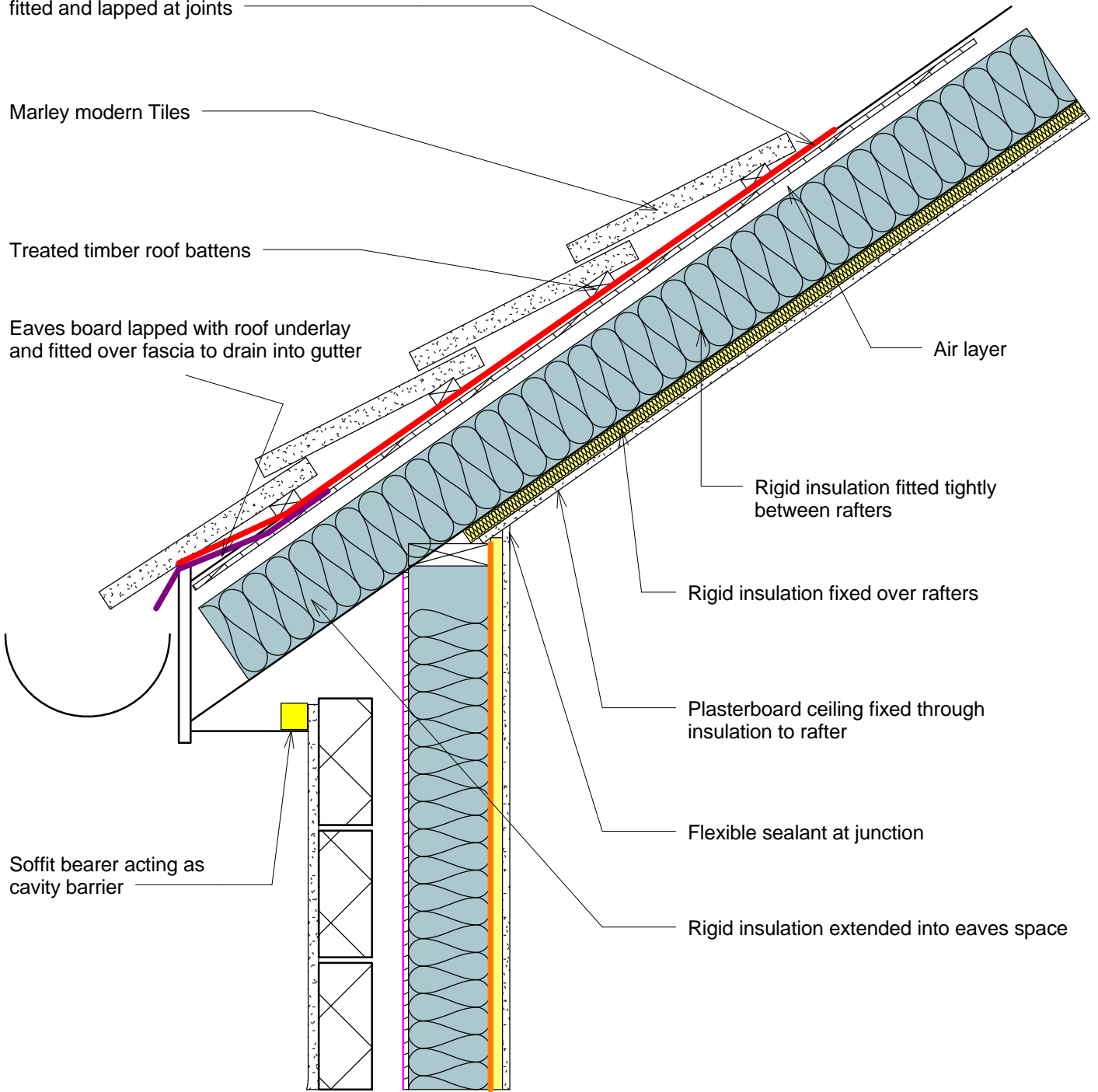
Rigid insulation fixed over rafters

Plasterboard ceiling fixed through insulation to rafter

Flexible sealant at junction

Rigid insulation extended into eaves space

Soffit bearer acting as cavity barrier



DETAIL OF ROOF AND FLAT CEILING REFERENCE ACD TFW-RE-04

Ensure the gap between the wall plate and eaves guard is completely filled with insulation.

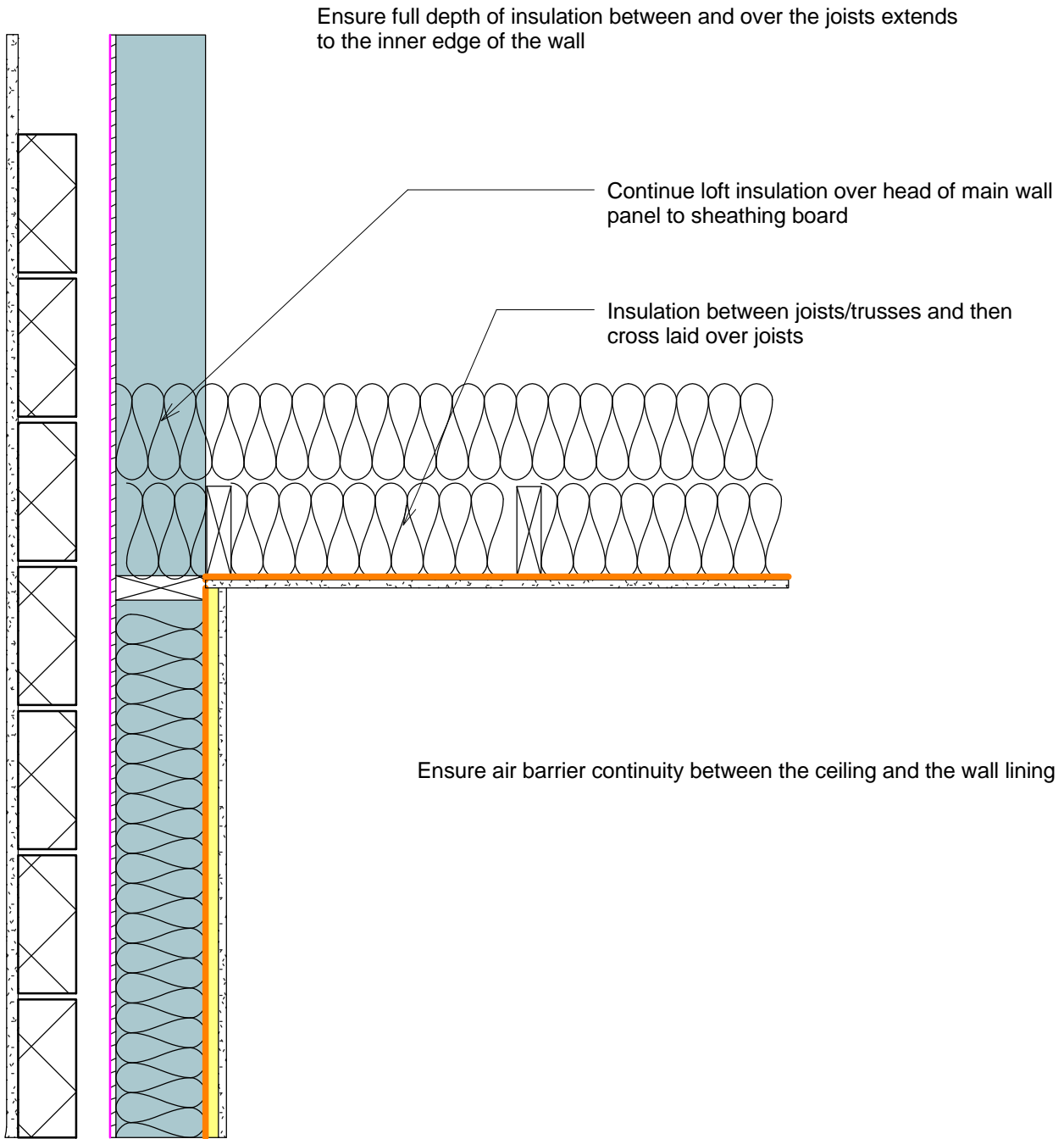
Ensure continuity of the insulation throughout the junction.

Ensure full depth of insulation between and over joists abuts the eaves junction.

Vapour permeable roof underlay is used in strict accordance with approved third party certification.

The eaves insulation must not prevent free water drainage below tile battens

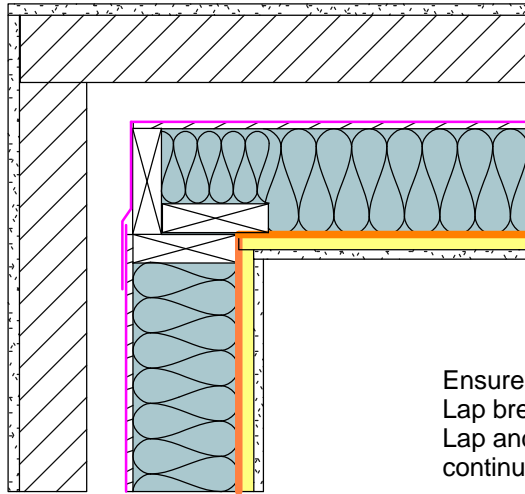
Golf Club Lane Builth Wells	IA Foster	Roof - Sloping ceiling			
	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_23		
Drawn by		IAF			
IAF DESIGN		Checked by	Checker	Scale	1 : 10



DETAIL OF CEILING AND GABLE REFERENCE ACD TFW-RG-01

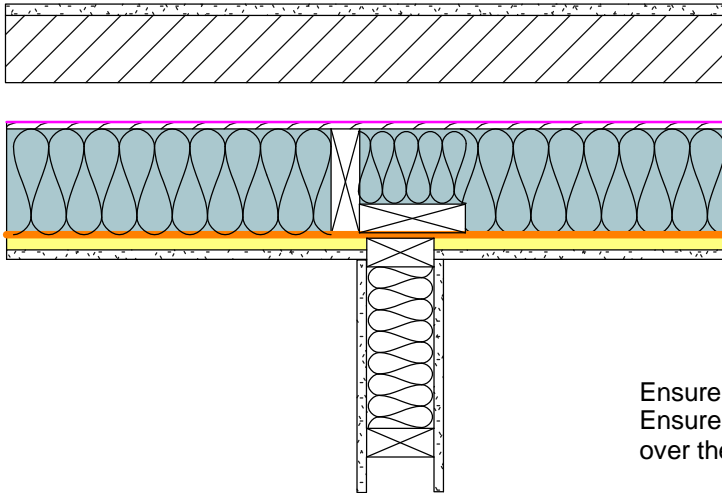
Golf Club Lane Builth Wells	IA Foster	Timber Frame - Gables & Ceiling			
	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_24		
Drawn by		IAF			
IAF DESIGN		Checked by	Checker	Scale	1 : 10

DETAIL OF WALL JUNCTION REFERENCES ACD TFW-EW-01



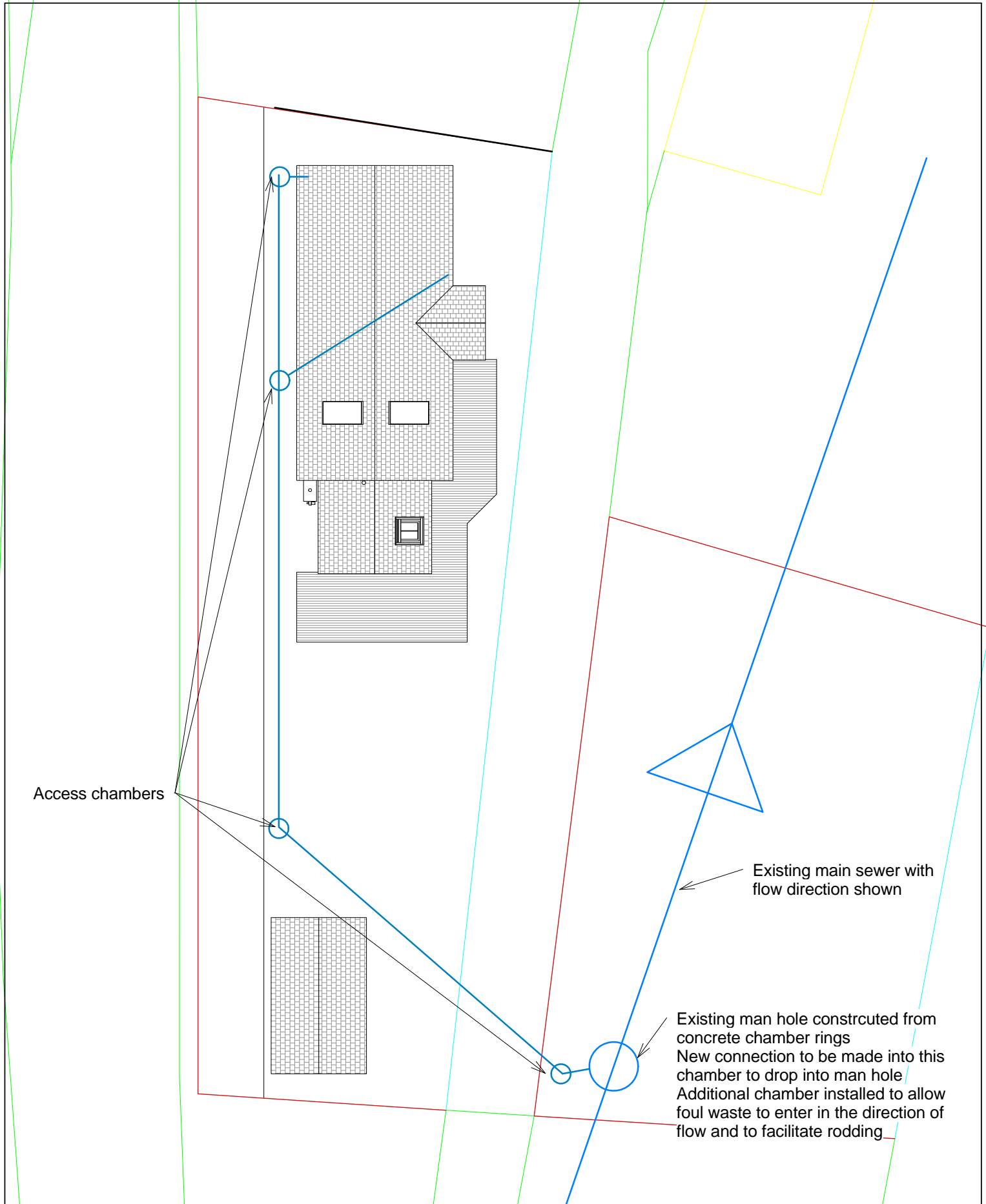
Ensure insulation is tucked into corners  
Lap breather membrane to exterior  
Lap and tape vapour barrier to ensure continuity

DETAIL OF STUD WALL TO EXTERNAL WALL REFERENCES ACD TFW-IW-03



Ensure insulation is tucked into and behind wall junction  
Ensure Vapour barrier is behind junction of stud and lapped over then taped to give continuity

Golf Club Lane Builth Wells	IA Foster	Wall Junctions			
	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_25		
Drawn by		IAF			
IAF DESIGN		Checked by	Checker	Scale	1 : 10

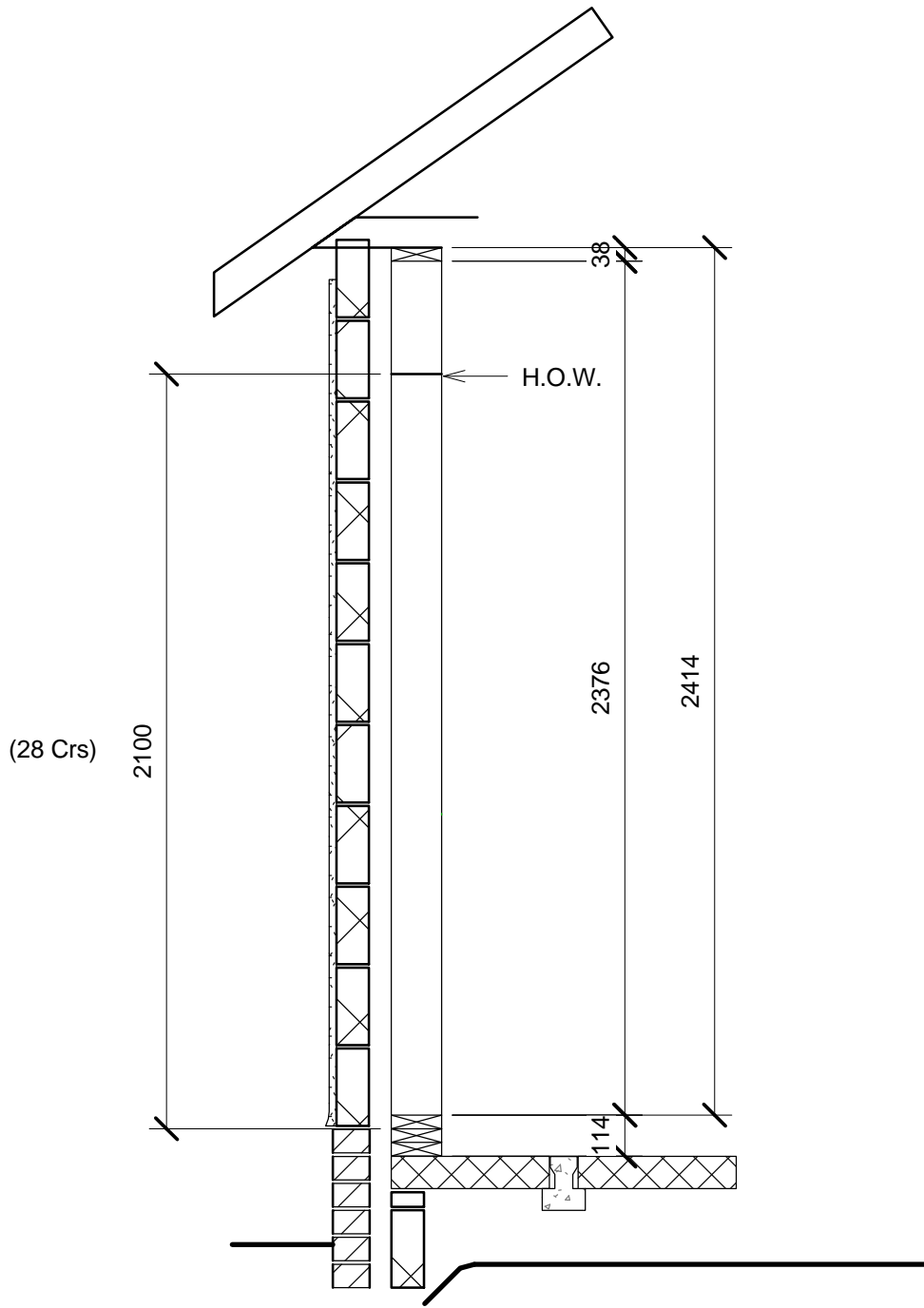


Access chambers

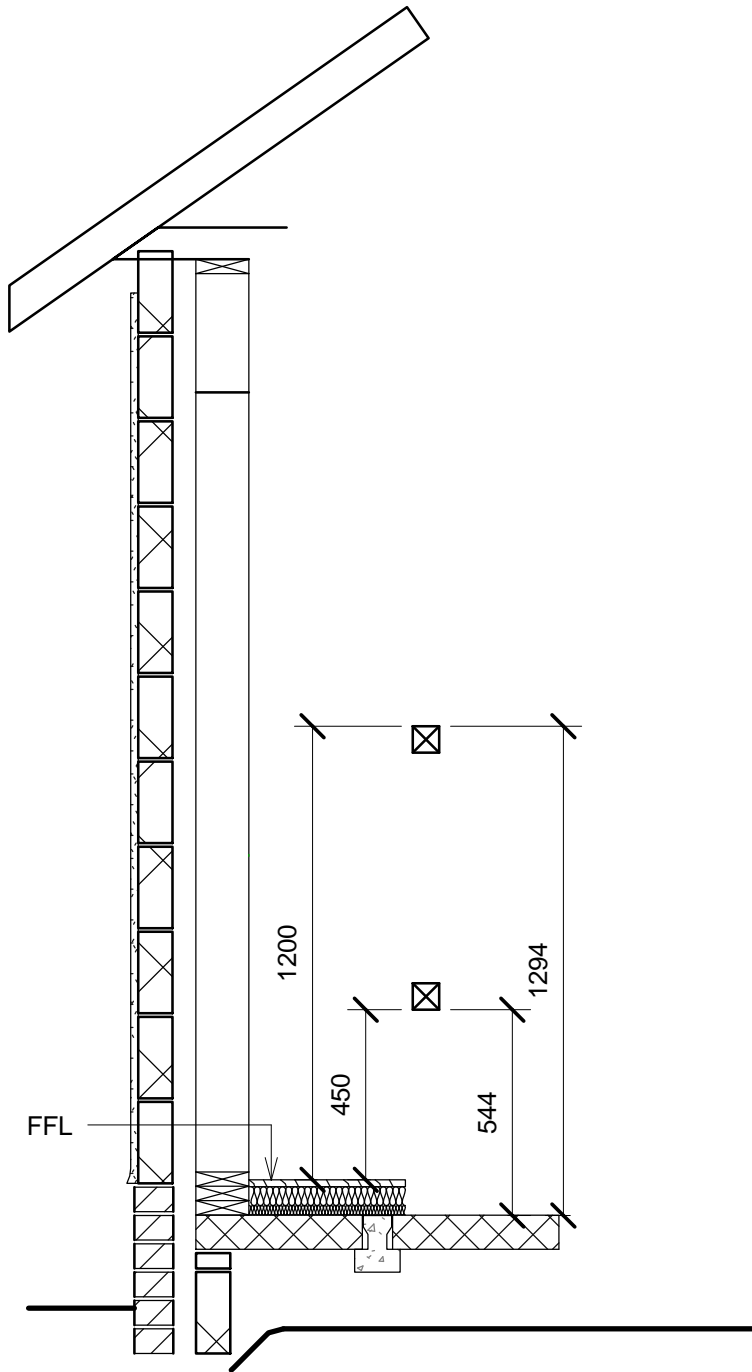
Existing main sewer with flow direction shown

Existing man hole constructed from concrete chamber rings  
 New connection to be made into this chamber to drop into man hole  
 Additional chamber installed to allow foul waste to enter in the direction of flow and to facilitate rodding

<b>Golf Club Lane          Builtth Wells</b>	<b>IA Foster</b>	<b>Drainage</b>			
	<b>New Dwelling</b>	Project number	gcl02	<b>gcl02_26</b>	
Date		July 2010			
Drawn by		IAF			
<b>IAF DESIGN</b>		Checked by	Checker	Scale	1 : 200



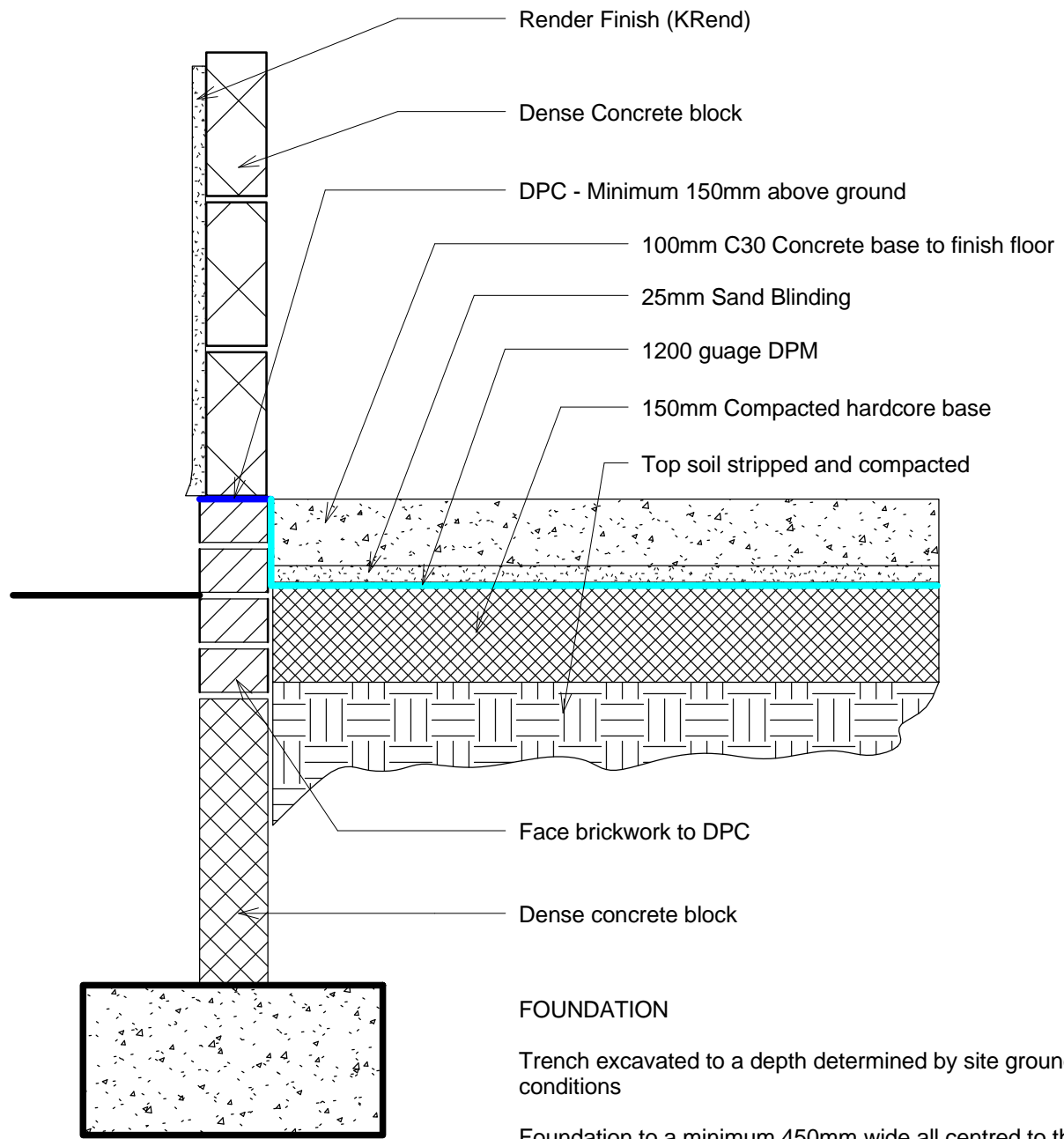
Golf Club Lane Buith Wells	IA Foster	Coursing Details			
	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_27		
Drawn by		IAF			
IAF DESIGN		Checked by	Checker	Scale	1 : 20



All electrical sockets and switches should comply with Part M to be accessible between 450mm and 1200mm from FFL

Golf Club Lane Builth Wells	IA Foster	Electrical Accessibility			
	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_28		
Drawn by		IAF			
IAF DESIGN		Checked by	Checker	Scale	1 : 20





- Render Finish (KRender)
- Dense Concrete block
- DPC - Minimum 150mm above ground
- 100mm C30 Concrete base to finish floor
- 25mm Sand Blinding
- 1200 gauge DPM
- 150mm Compacted hardcore base
- Top soil stripped and compacted
- Face brickwork to DPC
- Dense concrete block

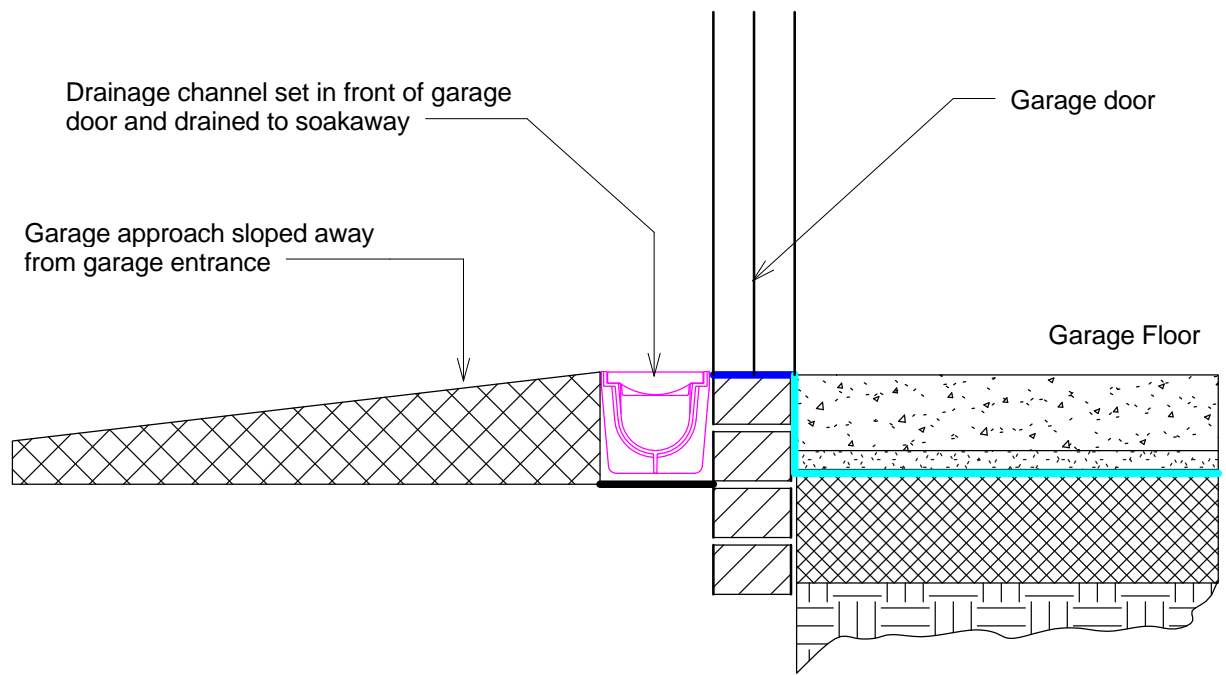
**FOUNDATION**

Trench excavated to a depth determined by site ground conditions

Foundation to a minimum 450mm wide all centred to the bearing structure.

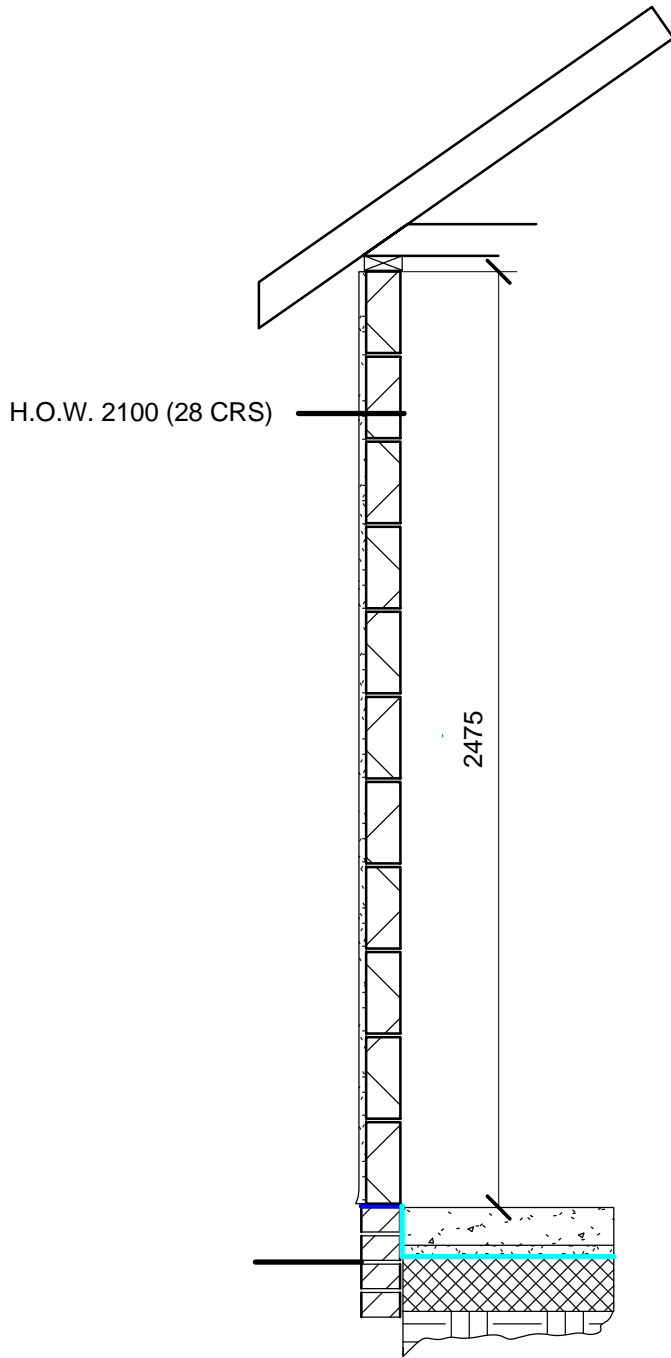
Mass concrete foundations of GEN1/C20 to a minimum depth of 225mm and levelled

Golf Club Lane Builth Wells	IA Foster	Garage Foundation & Wall			
	New Dwelling	Project number	gcl02	gcl02_29	
Date		July 2010			
Drawn by		IAF			
IAF DESIGN		Checked by	Checker	Scale	1 : 10



Golf Club Lane Builth Wells	IA Foster	Garage drainage	
	New Dwelling	Project number	gcl02
Date		July 2010	
Drawn by		IAF	
IAF DESIGN		Checked by	Checker
		Scale	1 : 10

gcl02\_30



Golf Club Lane Builth Wells	IA Foster	Garage Coursing			
	New Dwelling	Project number	gcl02		
Date		July 2010	gcl02_31		
Drawn by		IAF			
IAF DESIGN		Checked by	Checker	Scale	1 : 20

Short description  
of the property

re Building Plot, 1 Golf Club Lane Builth Wells

Parties Ian Anthony Foster

to

Oyez  
**ENQUIRIES**  
BEFORE CONTRACT

These enquiries are copyright  
and may not be reproduced

Please strike out enquiries  
which are not applicable

Replies are requested to the following enquiries.

Margraves Solicitors

*Proposed Buyer's solicitors.*

Date

ENQUIRIES

### Boundaries

- (A) To whom do all the boundary walls, fences, hedges and ditches belong?
- (B) If no definite indications exist, which has the Seller maintained or regarded as his responsibility?
- (C) Is the Seller aware of any divergence between the physical boundaries and the boundaries shown on the title deeds?

### 2. Disputes

Is the Seller aware of any past or current disputes regarding boundaries or other matters relating to the property or its use, or relating to any neighbouring property?

### 3. Notices

Please give particulars of all notices relating to the property, or to matters likely to affect its use or enjoyment, that the Seller (or, to his knowledge, any predecessor) has given or received.

### 4. Guarantees etc.

(A) Please supply a copy of any of the following of which the Buyer is to have the benefit:

agreement, covenant, guarantee, warranty, bond, certificate, indemnity and insurance policy,

relating to any of the following matters, and affecting the property, any part of it, or any building of which it forms part:

construction, repair, replacement, treatment or improvement of the fabric; any contamination which was, is or may be at or under the property; maintenance of any accessway; construction costs of any road (including lighting, drainage and crossovers) to which the property fronts, and adoption charges for such a road; defective title; breach of restrictive covenant.

(B) What has become apparent, which might give rise to a claim under any document mentioned in (A), and what claims have third parties made, and has notice of such a claim been given?

(C) Has any document relating to the property been the subject of an application for designation as an exempt information document by you, or anyone else to your knowledge?

### 5. Services and Facilities

(A) Does the property have drainage, water, electricity and gas services and are they all connected to the mains?

(B) Are any of the following facilities either shared, or enjoyed by exercising rights over other property?

access for light and air; access for pedestrians and vehicles; emergency escape routes; access and facilities for repair, maintenance and replacement; pipes and wires for services not mentioned in (A).

The replies are as follows.

*Proposed Seller's solicitors.*

Date

REPLIES

These replies, except in the case of any enquiry expressly requiring a reply from the Seller's solicitors, are given on behalf of the proposed Seller and without responsibility on the part of his solicitors, their partners or employees. They are believed to be correct but the accuracy is not guaranteed and they do not obviate the need to make appropriate searches, enquiries and inspections.

If so, please give particulars (including copies of relevant documents; liabilities for carrying out work and for making payment; work proposed, in hand, and completed but not paid for).

## 6. Adverse Rights

(A) Please give details of any rights or facilities over the property to which anyone other than the owner is entitled, or which any such person currently enjoys.

(B) (i) Please give the full names, and ages if under 18, of all persons in actual occupation of the property.

(ii) What legal or equitable interest in the property has each of those persons?

(C) Is the Seller aware of any other interests as defined in Schedules 1, 3 and 12 of the Land Registration Act 2002?

## 7. Restrictions

Have all restrictions affecting the property or its use been observed up to the date hereof? If not, please give details.

## 8. Planning etc.

(A) When did the present use of the property commence?

(B) Please supply a copy of any planning permission authorising or imposing conditions upon this use, and authorising the erection or retention of the buildings now on the property.

(C) Please supply a copy of any bye-law approval or building regulations consent relating to the buildings now on the property.

(D) Has any window, roof light, roof window or glazed door been installed at the property since 31st March 2002? If it has, was the work carried out in accordance with the Building Regulations in force at the relevant time?

## 9. Fixtures, Fittings etc.

(A) Does the sale include all of the following items now on the property, and attached to or growing in it?

Trees, shrubs, plants, flowers, and garden produce. Greenhouses, garden sheds and garden ornaments. Aerials and satellite reception dishes. Fitted furniture and shelves. Electric switches, points and wall and ceiling fittings.

(B) What fixtures to the property are not included in the sale?

(C) If any central heating or other oil is to be sold to the Buyer, what arrangements are proposed?

## 10. Outgoings

What periodic charges affect the property or its occupier, apart from council tax and water services charge?

## 11. Completion

(A) How long after exchange of contracts will the Seller be able to give vacant possession of the whole of the property?

(B) The Buyer's solicitors wish to complete by adopting the Law Society's Code for Completion by Post (1984 edition). Do the Seller's solicitors agree?

## 12. Environment

(A) Is the Seller aware of:

(i) the presence of dangerous or polluting substances or materials in any soil, groundwater or body of water at or under the property, or at or under any adjoining or neighbouring land?

(ii) any previous use or activities, or any current use or activities, involving dangerous or polluting substances or materials, at the property or at any adjoining or neighbouring land?

or

(iii) a landfill site, whether closed or in operation, at, or within 250 metres of, the property?

If the answer to any of the above questions is "Yes", please give details.

(B) Has the property ever flooded from any source?

**Building Plot, 1 Golf Club Lane,  
Builth Wells. Powys**

**Auction 5<sup>th</sup> May 2016 6pm**

**Replies to Oyez Enquiries before Contract**

1. (A) The title does not indicate.  
(B) The hedge against the carriageway of Golf Club Lane was apparently planted by Powys County Council but has occasionally been trimmed by our clients and also their predecessor. The fence on the southerly boundary of the land to the west to the access lane is considered to belong to the neighbour. No fence exists adjacent to the access lane in relation to the area to the west of the access lane. In relation to the northern boundary of the area to the west of the access lane the predecessor in title who sold to the Sellers erected a fence along part of this boundary at a date subsequent to the sale to the Seller. In relation to the area to the east of the access lane there is a hedge abutting the access lane which the Sellers have occasionally trimmed. In relation to the eastern boundary (the river) there is no hedge or fence as such but a series of intermittent trees. In relation to the southern and northern boundaries the Seller does not regard these as being owned by the Seller.  
(C) No
2. The Seller was in dispute with his immediate predecessor in title who failed, in course of the sale to the Seller, to disclose the existence of the highways interest detailed in the documents contained at items 4 (g) of this auction pack. The position has since been clarified and confirmed as set out in the items at 4(g).
3. The Seller is not aware of any such matters save as referred to in this pack.
4. None applicable
5. There is a foul drainage connection point – see sewerage apparatus plan; mains water apparatus passes through the site; mains electricity lines are situated in Golf Club Lane. There are no present connections to any of these.
6. (A) Please see documents supplied in the auction bundle. Note the provisions of the title registers and the existence of mains water and sewer apparatus.  
(B) N/A  
(C) No but the property is sold subject to any which exist
7. The Seller is not aware of any breach save that the fence referred to in clause 12.2 (d) of the Transfer dated 15<sup>th</sup> January 2010 was not erected. A fence was erected along part of this boundary by (or on behalf of) the neighbour. No notice of breach has been served on the Seller.
8. (A)-(D) Please see the planning documentation and correspondence supplied.
9. (A) In so far as any such items exist, they are included in the sale

(B) and (C) Not applicable

10. None
11. (A) 2 June 2016 or earlier by agreement  
(B) Agreed
12. (A)(i, ii, iii) No  
(B) The Seller has no personal knowledge of any flooding occurring. Please see the Flood Risk Statement included in Section 4 of this auction pack.

## U-value calculation

by BRE U-value Calculator version 2.02

Printed on 26 Jul 2010 at 11:55

Filename: Block\_Beam\_Floor.uva (File saved: 21 Jul 2010 15:06)

### Element type: Floor - Suspended beam-and-block floor

Calculation Method: BS EN ISO 6946, BS EN ISO 13370

#### Block\_Beam\_Floor

##### U-value of floor construction:

Layer	d (mm)	$\lambda$ layer	$\lambda$ bridge	Fraction	R layer	R bridge	Description
					0.170		Rsi
1	18	0.130			0.138		Chipboard
2	50	0.029			1.724		extruded polystyrene
3	25	0.022			1.136		Rigid Insulation
4	150	0.180	1.350	0.137	0.833	0.111	AAC (600 kg/m <sup>3</sup> )/concrete beams
					0.170		Rs (underfloor)
	<u>243 mm</u>				4.172		

Total resistance: Upper limit: 4.056 Lower limit: 3.780 Ratio: 1.073 Average: 3.918 m<sup>2</sup>K/W

U-value of floor construction: 0.255 W/m<sup>2</sup>K

##### Ground parameters:

Perimeter P:	45.21 m	Wall thickness:	357 mm
Area A:	81.35 m <sup>2</sup>	Ground type:	Clay/silt ( $\lambda = 1.5$ W/m·K)
P/A:	0.556	Rse:	0.04 m <sup>2</sup> K/W
Resistance on solum Rg:			0.000 m <sup>2</sup> K/W
Depth of underfloor space below ground:			0.150 m
Floor height above ground:			0.225 m
U-value of walls above ground (but below inside floor level):			0.25 W/m <sup>2</sup> K
Mean wind speed:			5.00 m/s
Wind shielding factor:			0.050
Ventilation openings per metre length:			0.0015 m <sup>2</sup> /m

##### U-value for ground (Ug):

Ug without edge insulation	0.7215	
$\Delta U$ for vertical edge insulation:	-0.1761	(depth 468 mm, thickness 50 mm, $\lambda$ 0.022)
Ug with edge insulation	0.5454	
U-value of floor deck (Uf)	0.255	
Ventilation equivalent U-value (Ux)	0.182	

U-value overall 0.189

**U-value (rounded) 0.19 W/m<sup>2</sup>K**

Calculated by:

IAF Design



## U-value calculation

by BRE U-value Calculator version 2.02

Printed on 26 Jul 2010 at 11:57

Filename: TF\_Block\_render.uva (File saved: 22 Jul 2010 17:40)

### Element type: Wall - Timber framed - insulation between studs

Calculation Method: BS EN ISO 6946

#### TF\_Block\_render

<u>Layer</u>	<u>d (mm)</u>	<u>λ layer</u>	<u>λ bridge</u>	<u>Fraction</u>	<u>R layer</u>	<u>R bridge</u>	<u>Description</u>
					0.130		Rsi
1	12.5	0.210			0.060		Plasterboard
2	25	R-value <sup>1</sup>			0.780		Cavity unventilated
3							Vapour control layer
4	140	0.034	0.130	0.150	4.118	1.077	Timber frame 140 mm
5	9	0.130			0.069		OSB
6	50	R-value <sup>2</sup>			0.770		Cavity unventilated
7	100	1.210			0.083		Concrete block (dense) exposed
8	20	1.000			0.020		Render (cement, sand)
					<u>0.040</u>		Rse
	<u>357 mm</u> (total wall thickness)				<u>6.069</u>		

<sup>1</sup>Specified thermal resistance

<sup>2</sup>Specified thermal resistance

Total resistance: Upper limit: 5.275 Lower limit: 4.844 Ratio: 1.089 Average: 5.059 m<sup>2</sup>K/W

U-value (uncorrected) 0.1977

#### U-value corrections

Air gaps in layer 4 ΔU = 0.0046 (Level 1)

Total ΔU 0.0046

U-value (corrected) 0.202

**U-value (rounded) 0.20 W/m<sup>2</sup>K**

Calculated by:

IAF Design

## U-value calculation

by BRE U-value Calculator version 2.02

Printed on 26 Jul 2010 at 11:57

Filename: TF\_timberClad.uva (File saved: 25 Jul 2010 21:27)

### Element type: Wall - Timber framed - insulation between studs

Calculation Method: BS EN ISO 6946

#### TF\_timberClad

Layer	d (mm)	$\lambda$ layer	$\lambda$ bridge	Fraction	R layer	R bridge	Description
					0.130		Rsi
1	12.5	0.210			0.060		Plasterboard
2	25	R-value <sup>1</sup>	0.130	0.150	0.780	0.192	Cavity unventilated
3							Vapour control layer
4	140	0.034	0.130	0.150	4.118	1.077	Timber frame 140 mm
5	9	0.130			0.069		OSB
6	50	R-value <sup>2</sup>	0.130	0.150	0.770	0.385	Cavity unventilated
7	25	0.180			0.139		Hardwood
					<u>0.040</u>		Rse
	<u>262 mm</u> (total wall thickness)				<u>6.105</u>		

<sup>1</sup>Specified thermal resistance

<sup>2</sup>Specified thermal resistance

Total resistance: Upper limit: 5.135 Lower limit: 4.534 Ratio: 1.132 Average: 4.835 m<sup>2</sup>K/W

U-value (uncorrected) 0.2068

#### U-value corrections

Air gaps in layer 4  $\Delta U = 0.0045$  (Level 1)

Total  $\Delta U$  0.0045

U-value (corrected) 0.211

**U-value (rounded) 0.21 W/m<sup>2</sup>K**

Calculated by:

IAF Design

## U-value calculation

by BRE U-value Calculator version 2.02

Printed on 26 Jul 2010 at 11:56

Filename: Cut Roof Vaulted Ceiling.uva (File saved: 21 Jul 2010 16:40)

### Element type: Roof - Pitched roof - insulated slope, sloping ceiling

Calculation Method: BS EN ISO 6946

#### Cut Roof Vaulted Ceiling

Layer	d (mm)	$\lambda$ layer	$\lambda$ bridge	Fraction	R layer	R bridge	Description
					0.100		Rsi
1	12.5	0.210			0.060		Plasterboard
2	25	0.022			1.136		Rigid Insulation
3	150	0.022	0.130	0.0800	6.818	1.154	Insulation board / rafters
4	45	R-value			0.160		Air layer unventilated
5	9.5	0.130			0.073		OSB
6	1	0.230			0.004		Sarking Felt
7	25	R-value					Air layer ventilated
8	35	1.500					Concrete tiles
					<u>0.100 #</u>		Rse
	<u>303 mm</u> (total roof thickness)				8.451		

# this resistance substitutes for Rse and the resistance of layers 7-8 because of the ventilated air layer (layer 7)

Total resistance: Upper limit: 7.270 Lower limit: 6.529 Ratio: 1.113 Average: 6.899 m<sup>2</sup>K/W

U-value (uncorrected) 0.1449

#### U-value corrections

Air gaps in layer 3  $\Delta U = 0.0065$  (Level 1)

No fixings in layer 3

Total  $\Delta U$  0.0065

U-value (corrected) 0.151

**U-value (rounded) 0.15 W/m<sup>2</sup>K**

Calculated by:

IAF Design

## U-value calculation

by BRE U-value Calculator version 2.02

Printed on 26 Jul 2010 at 11:57

Filename: Truss Roof.uva (File saved: 21 Jul 2010 16:04)

### Element type: Roof - Pitched roof - insulated ceiling

Calculation Method: BS EN ISO 6946

#### Truss Roof

<u>Layer</u>	<u>d (mm)</u>	<u><math>\lambda</math> layer</u>	<u><math>\lambda</math> bridge</u>	<u>Fraction</u>	<u>R layer</u>	<u>R bridge</u>	<u>Description</u>
					0.100		Rsi
1	12.5	0.210			0.060		Plasterboard
2	150	0.043	0.130	0.0900	3.488	1.154	Mineral wool quilt
3	150	0.043			3.488		Mineral wool
4		R-value <sup>1</sup>			0.200		Roof space
					<u>0.040</u>		Rse
	<u>313 mm</u>				<u>7.376</u>		

<sup>1</sup>Roof space - tiled roof, with felt or sarking boards

Total resistance: Upper limit: 7.081 Lower limit: 6.839 Ratio: 1.035 Average: 6.960 m<sup>2</sup>K/W

U-value (uncorrected) 0.144

#### U-value corrections

Air gaps in layer 2  $\Delta U = 0.000$  (Level 0)

Loft hatch  $\Delta U = 0.003$  (Insulation thickness = 50 mm)

Total  $\Delta U$  0.003

U-value (corrected) 0.147

**U-value (rounded) 0.15 W/m<sup>2</sup>K**

Calculated by:

IAF Design

Land to south of 1 Golf Club Lane



**LEGEND**

	Sluice valve		Stop tap
	Pressure reducing valve		Water Treatment Works
	Meter		Water Pumping Station
	Bulk meter		Existing main
	Hydrant		Non-operational main
	Cap end		Raw Water
	Air valve	NB: Water main symbol colour indicates the type.	
		LIGHT BLUE	- Trunk
		DARK BLUE	- Distribution
		YELLOW	- Raw Water

**Notes:**

Whilst every reasonable effort has been taken to correctly record the pipe material of DCWW assets there is a possibility that in some cases pipe material (other than Asbestos Cement or Pitch Fibre) may be found to be asbestos cement (AC) or Pitch Fibre (PF). It is therefore advisable that the possible presence of AC or PF pipes be anticipated and considered as part of any risk assessment prior to excavation.

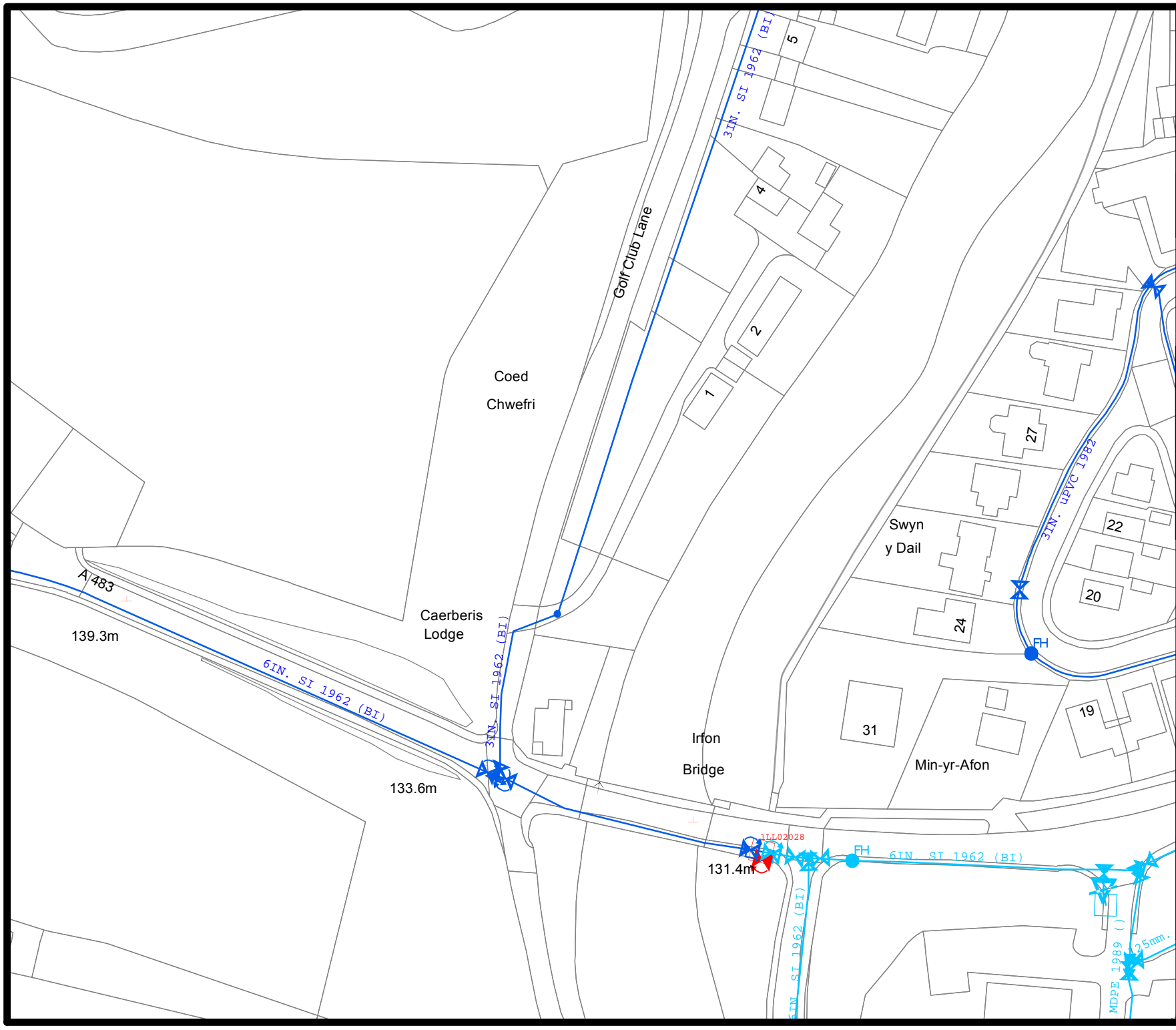
Dŵr Cymru Cŵf gives this information as to the position of its underground apparatus by way of general guidance only on the strict understanding that it is based on the best information available and no warranty as to its correctness is relied upon in the event of excavations or other works made in the vicinity of the Company's apparatus and any onus of locating the apparatus before carrying out any excavations rests entirely on you. It must be understood that the furnishing of the information is entirely without prejudice to the provision of the New Roads and Streetworks Act 1991 and of the Company's right to be compensated for any damage to its apparatus.

Service pipes are not generally shown but their presence should be anticipated.

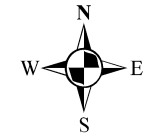
**EXACT LOCATIONS OF ALL APPARATUS TO BE DETERMINED ON SITE.**

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
















Map Ref: 303130,251106  
Map scale: 1:1,250  
Printed by: AK  
Printed on: 06/04/2016



Land to south of 1 Golf Club Lane



**LEGEND(Representative of most common features)**

- |   |  |   |   |
|---|--|---|---|
|  | Foul chamber                                       |  | Outfall   |
|  | Surface water chamber                              |  | Lamphole  |
|  | Combined chamber                                   |  | Storm Overflow  |
|  | Combined sewer overflow                            |  | Rising main   |
|  | Special purpose chamber                            |  | Gravity sewer   |
|  | Treatment works                                    |  | Private sewer   |
|  | Pumping station                                    |  | Private Sewer subject to Sect. 104 adoption agreement |
| NB: Sewer symbol colour indicates the type:   |  |  | Private Sewer Transfer                                |
| RED   | - Combined   |  | Lateral Drain   |
| GREEN   | - Surface Water                                    |  | Inspection Chamber                                    |
| BROWN   | - Foul   |   |   |
| Purple  | - Former S24 sewers (for indicative purposes only) |   |   |

**Notes:**

Whilst every reasonable effort has been taken to correctly record the pipe material of DCWW assets there is a possibility that in some cases pipe material (other than Asbestos Cement or Pitch Fibre) may be found to be asbestos cement (AC) or Pitch Fibre (PF). It is therefore advisable that the possible presence of AC or PF pipes be anticipated and considered as part of any risk assessment prior to excavation.

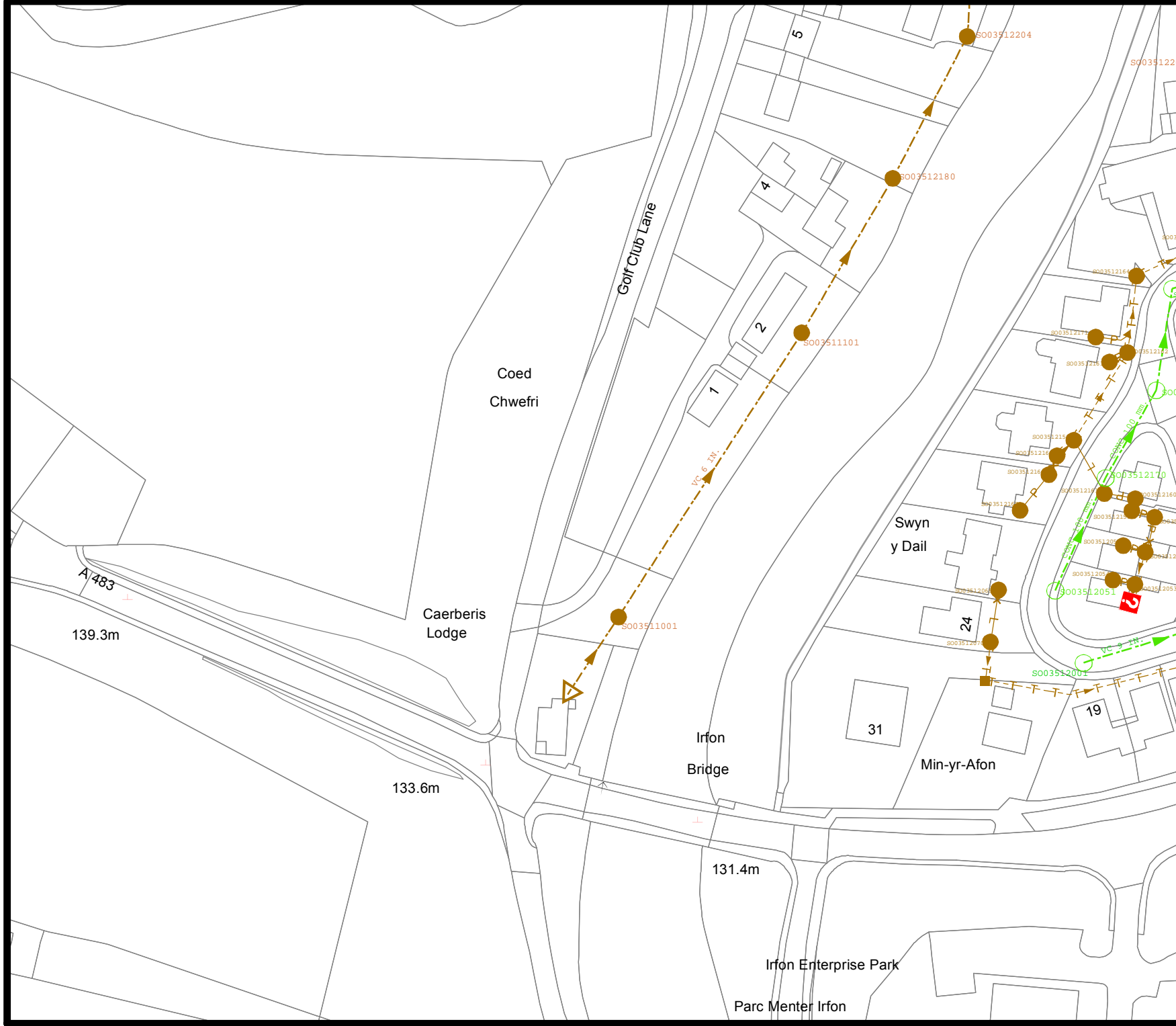
Dŵr Cymru Cŷf gives this information as to the position of its underground apparatus by way of general guidance only on the strict understanding that it is based on the best information available and no warranty as to its correctness is relied upon in the event of excavations or other works made in the vicinity of the Company's apparatus and any onus of locating the apparatus before carrying out any excavations rests entirely on you. It must be understood that the furnishing of the information is entirely without prejudice to the provision of the New Roads and Streetworks Act 1991 and of the Company's right to be compensated for any damage to its apparatus.

Service pipes are not generally shown but their presence should be anticipated.

**EXACT LOCATIONS OF ALL APPARATUS TO BE DETERMINED ON SITE.**

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Map Ref: 303130,251106  
Map scale: 1:1,250  
Printed by: AK  
Printed on: 06/04/2016















Application To: Powys County Council  
Neuadd Brycheiniog  
Cambrian Way  
Brecon  
Powys

The Building Act 1984  
The Building Regulations 2000

**This Full Plans Submission Notice conforms to the Building Regulations 2000.**

*This form is populated with data submitted via the Submit-a-Plan website. www.submitaplan.com*

<b>1</b>	<b>Applicant's Details</b> Name: Ian Foster Organisation: Address: Westview, Llowes, Llowes Powys HR3 5JD Postcode: HR3 5JD Phone: 07778 109196 Fax: 0870 458 1864 Email:
<b>2</b>	<b>Agent's Details (if applicable)</b> Name: Ian Foster Organisation: IAF Design Address: Westview, Llowes, Hereford HR3 5JD Postcode: HR3 5JD Phone: 07778 109196 Fax: 0870 458 1864 Email: br@iafdesign.co.uk
<b>3</b>	<b>Location of building to which work relates</b> Address: Plot adjacent to 1, Golf Club Lane, Builth Wells Powys LD2 3NN Postcode: LD2 3NN Phone: 07778 109196 Fax: Email:
<b>4</b>	<b>Proposed Work</b> Description Erection of a single new dwelling and detach garage  Is the proposed work or any part of it subject to Partnering or a current LANTAC approval ? No Is this a re-submisison ? No If so, what's the original app. number? Is Planning Permission required ? Yes If so, what's the Planning ref. number? P/2010/0516
<b>5</b>	<b>Use of Building</b> Does this application concern a new building ? Yes Present Use : Proposed Use : Domestic dwelling  Is the building subject to the Regulatory Reform(Fire Safety) Order 2005 ? No



**6 Charges**

<b>Schedule 1 - New Dwellings</b>	Total Fee (inc VAT) £: 498.00	No. of Dwellings
<b>Schedule 2 - Certain Domestic Dwellings</b>	Total Fee (inc VAT) £:	Internal Floor Area
<b>Schedule 3 - Other Works</b>	Total Fee (inc VAT) £:	Estimated Costs

How are fees for this application to be paid ?    Credit Card

Who should the invoice for inspection charges be sent to ?    Applicant

**7 Electrical**

Is the proposed work Domestic ?    Yes            If so, is any electrical work involved ?    Yes

Electrical Statement. Work carried out a an unqualified person and an inspection is required

**8 Conditions**

Do you consent to the plans being passed subject to conditions where appropriate ?    Yes

**9 Prescribed Period**

Do you consent to the statutory decision period being extended to 2 months ?    Yes

**10 Documents associated with this application**

Are there documents associated with this application ?    No            If so, how many ?    4

Are there any documents which are being posted directly to the Local authority ?    No

**11 Additional Information:**

As part of the development the water main running through the plot will be moved by Welsh Water. The whole contract for this operation will be passed to Welsh Water. Main will be re-located to the edge of the property as per written agreement with Welsh Water.

**12 Statement**

This notice is given in relation to the building work as described, is submitted in accordance with regulation 12(2)(b) and is accompanied by the appropriate fee. I understand that further fees will normally be payable following the first inspection by the local authority.

**13 Signature (If this form is posted)**

Please sign and date this form if it is to be posted directly to the Local Authority

Submission Reference ID {259-309072-32457764}	Application Submitted By            Ian Foster (IAF Design)
	Application Submitted Date & Time    26 Jul 2010 12:24:28:530

The electronic official copy of the register follows this message.

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

Mae'r copi swyddogol electronig o'r gofrestr yn dilyn y neges hon.

Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.



Official copy  
of register of  
title  
Copi  
swyddogol o  
gofrestr teitl

Title number / Rhif teitl  
CYM478858

Edition date / Dyddiad yr  
argraffiad 18.05.2010

- This official copy shows the entries on the register of title on 09 MAR 2016 at 09:20:20.
- 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 09 Mar 2016.
- 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 Land Registry, Wales Office.
- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 09 MAWRTH 2016 am 09:20:20.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwilir ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnod yw'r dyddiad y gwnaethpwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 09 Mawrth 2016.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol.
- Gweinyddir y teitl hwn gan Gofrestrfa Tir Swyddfa Cymru.

## A: Property Register / Cofrestr Eiddo

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

Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl.

POWYS

- 1 (30.06.1992) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the south side of 1 Golf Club Lane, Builth Wells.
- 2 (30.06.1992) The land has the benefit of the following rights granted by the Conveyance dated 22 March 1930 referred to in the Charges Register:-  
  
TOGETHER with half the beds of the Rivers Chwefri and Irfon where the same adjoined the hereditaments thereby conveyed and the sole and exclusive right of fishing therein.
- 3 (01.02.2010) A Conveyance of the remaining land in this title dated 24 February 1972 referred to in the Charges Register contains rights identical to those contained in the Conveyance dated 25 January 1968 referred to above.
- 4 (30.06.1992) The land tinted yellow on the title plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance thereof and other land dated 25 January 1968 made between (1) Charles Henry Hansford and Gladys Marjorie Hansford (the Vendors) and (2) William Edward Woodall (the Purchaser):-

## A: Property Register continued / Parhad o'r gofrestr eiddo

TOGETHER WITH the right at all times and for all purposes in common with the Vendors and all other persons entitled to a similar right to go pass and re-pass with and without cars and other vehicles over and along that part of the said accommodation road coloured brown on the said plan the Purchaser paying and contributing a proportionate part of the expense of keeping the same in good order and repair

TOGETHER WITH and SUBJECT to the existing rights of electricity and water supply as now affecting the premises

*NOTE: Copy plan filed under WA638704.*

- 5 (01.02.2010) The Transfer dated 15 January 2010 referred to in the charges register contains a provision as to light or air.
- 6 (18.05.2010) The land has the benefit of the rights granted by a Deed dated 23 December 2009 made between (1) Richard Norman Roger Price and others and (2) Peter Paul Riley and Valmai Joyce Riley.

*NOTE: Copy filed.*

## B: Proprietorship Register / Cofrestr Perchnogaeth

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

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

### Title absolute/Teitl llwyr

- 1 (01.02.2010) PROPRIETOR: IAN ANTHONY FOSTER of West View, Llowes, Hereford HR3 5JD.
- 2 (01.02.2010) The price stated to have been paid on 15 January 2010 was £65,750.

## C: Charges Register / Cofrestr Arwystlon

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

Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

- 1 (30.06.1992) The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 22 March 1930 made between (1) Thomas Picton Rose Richards (the Vendor) and (2) Pryce James Davies (the Purchaser):-

RESERVED to the Vendor and his successors in title:-

(i) The sole and exclusive right of sporting and shooting (except of fishing thereinbefore mentioned) over the hereditaments thereby conveyed with right to preserve all game eggs nests of game wildfowl snipe woodcock and landrail and (subject to any statutory rights of the tenant or occupiers for the time being) all ground game and for the purpose of exercise of such rights for the Vendor his successors in title and those authorised by him or them to enter at all reasonable times with keepers beaters and others for the purpose of preserving such game and other birds and animals and of exercising such sporting and shooting rights paying reasonable compensation for damage caused by winged game

(ii) The right at any time thereafter to enter upon the said pieces of land thereby conveyed for the purpose of ending cutting and replanting fencing and carrying away with horses tractors and carriages all timber then or at any time thereafter growing on any adjoining land of the

## C: Charges Register continued / Parhad o'r gofrestr arwystlon

Vendor reasonable compensation being paid to the owner for the time being of the said pieces of land for any damage occasioned by the right thereby reserved.

- 2 (30.06.1992) The land tinted pink on the title plan is subject to the following rights reserved by a Conveyance thereof and other land dated 24 February 1972 made between (1) Charles Henry Hansford and Gladys Marjorie Hansford (the Vendors) and (2) William Edward Woodall (the Purchaser) :-

EXCEPT AND RESERVED unto the Vendors and to the owners or occupiers for the time being of the bungalows numbered 1 2 3 and 4 in the accommodation road leading off Golf Links Lane aforesaid and to all others to whom the Vendors may grant a similar right the right to use the existing water supply and meters the approximate positions of which are indicated on the said plan by green dotted lines

NOTE: The green broken line referred to is shown by a blue broken line on the title plan so far as it affects the land in this title.

- 3 (01.02.2010) A Transfer of the land in this title dated 15 January 2010 made between (1) Peter Paul Riley and Valmai Joyce Riley (Transferors) and (2) Ian Anthony Foster (Transferee) contains restrictive covenants.

*NOTE: Copy filed.*

End of register / Diwedd y gofrestr



**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 Land Registry.

This official copy is issued on 09 March 2016 shows the state of this title plan on 09 March 2016 at 09:20:20. 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 Land Registry, Wales Office .

**Dyma'r nodiadau y cyfeirir atynt ar y copi swyddogol canlynol.**

Mae'r copi swyddogol electronig o'r cynllun teitl yn dilyn y neges hon.

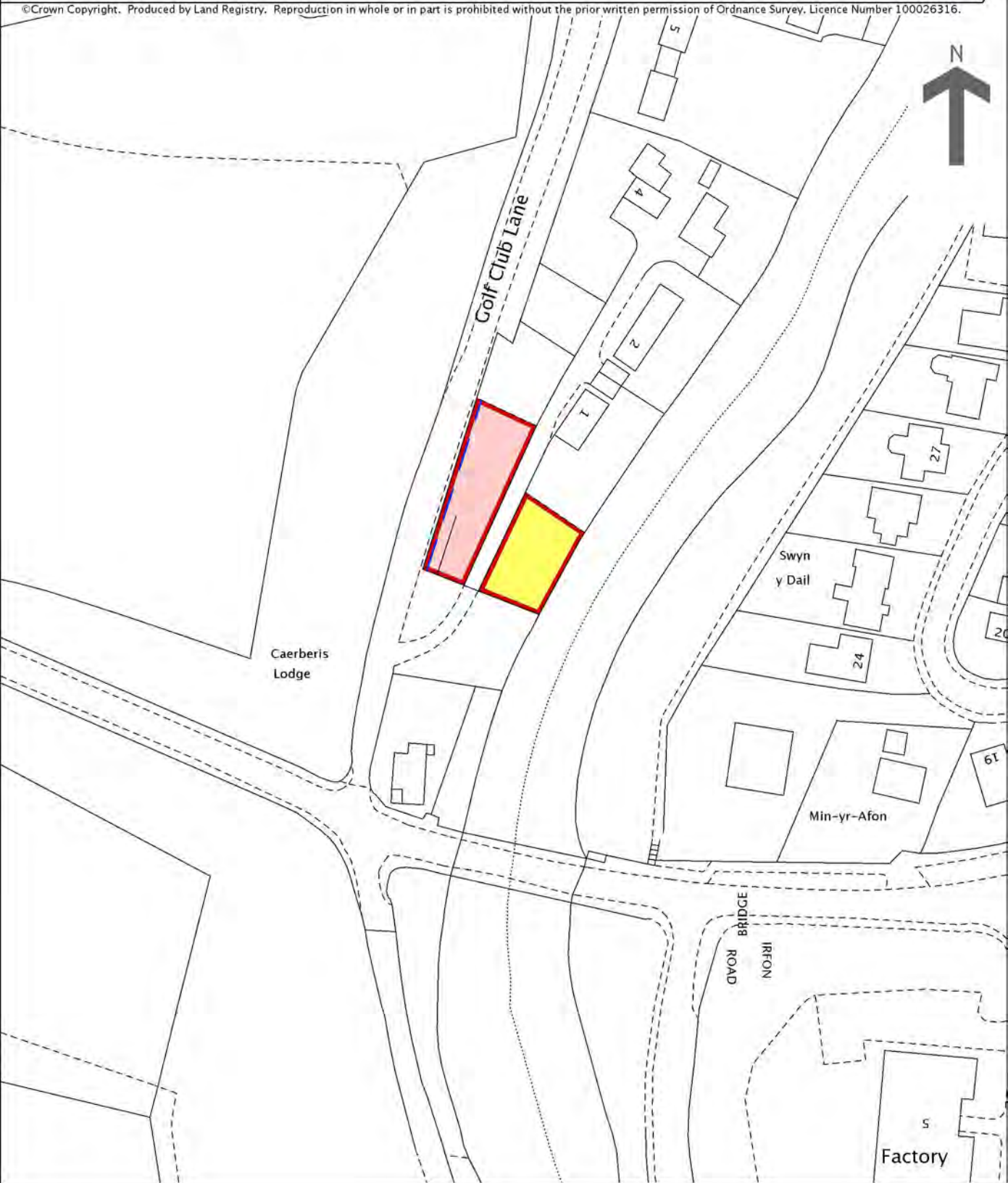
Sylwch mai dyma'r unig gopi swyddogol y byddwn yn ei ddarparu. Ni fyddwn yn darparu copi swyddogol papur.

Anfonwyd y copi swyddogol hwn yn electronig a phan gaiff ei argraffu ni fydd i raddfa. Gallwch gael copi swyddogol papur trwy archebu un o'r Gofrestrfa Tir.

Mae'r copi swyddogol hwn a gyhoeddir ar 09 Mawrth 2016 yn dangos sefyllfa'r cynllun teitl hwn ar 09 Mawrth 2016 am 09:20:20. Mae'n dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol (adran 67 Deddf Cofrestru Tir 2002). Mae'r cynllun teitl hwn yn dangos safle cyffredinol, nid union linell, y terfynau. Gall fod gwyradau yn y raddfa. Mae'n bosibl na fydd mesuriadau wedi eu graddio o'r cynllun hwn yn cyfateb â mesuriadau rhwng yr un pwyntiau ar y llawr. Gweinyddir y teitl hwn gan Gofrestrfa Tir, swyddfa Cymru.



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**These are the notes referred to on the following official copy**

Title Number CYM478858

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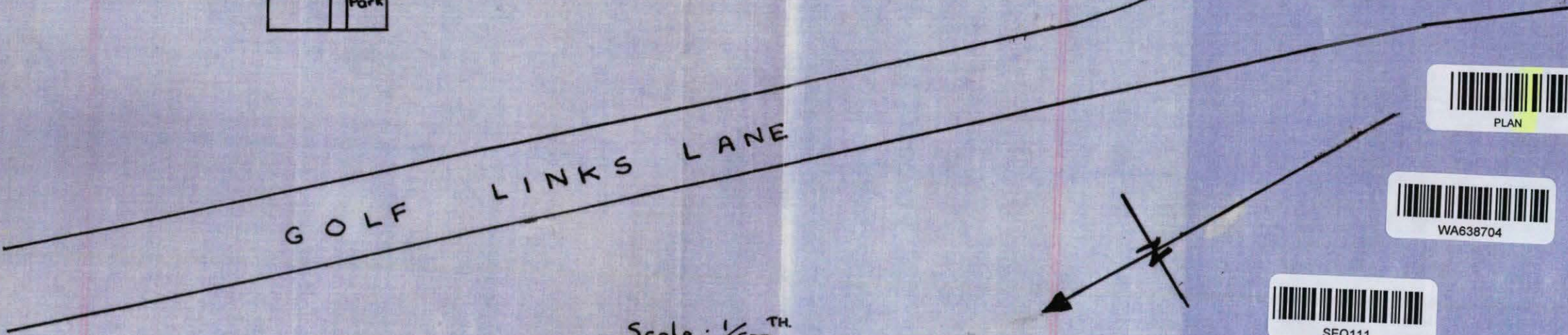
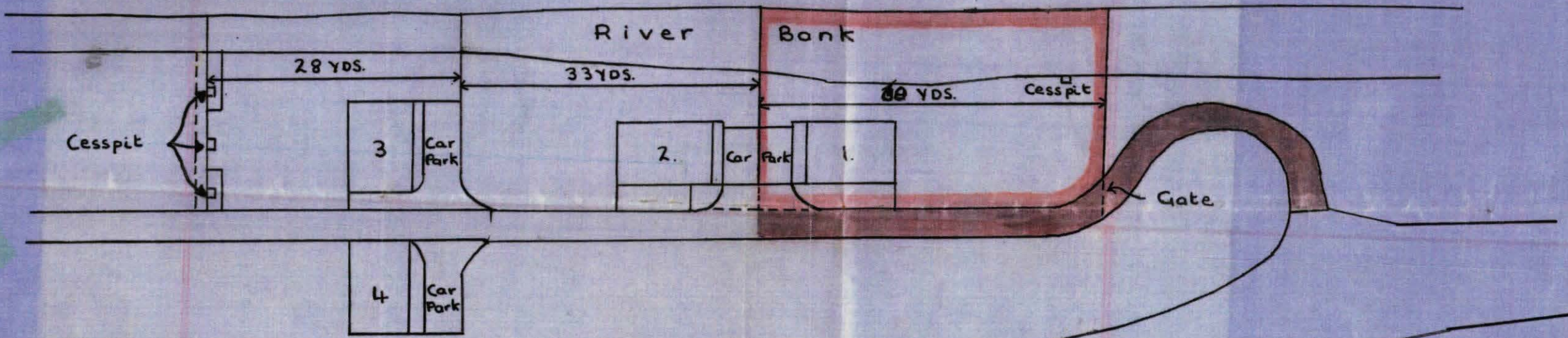
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H137  
H M LAND REGISTRY  
Title No: WA 638704  
COPY (liable to distortion in scale)  
of plan to CONVEYANCE  
dated 25 JANUARY 1968  
6/80

River Irton



Scale: 1/500<sup>TH</sup>





**These are the notes referred to on the following official copy**

Title Number CYM478858

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

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*Hallmark Hulme*

Hallmark Hulme LLP  
Solicitors, Worcester



H M LAND REGISTRY

Date 26.1.10

LAND REGISTRATION ACT 2002

Administrative area: Powys



Title number for the benefit of which rights are granted: WA 638704

Property: Building plot at Waters Edge 1 Golf Club Lane Builth Wells Powys LD2 3NN

Date: *28<sup>th</sup> December 2009*



**1 Definitions and interpretation**

In this deed:

- 1.1 'the Grantee' means **Peter Paul Riley** and **Valmai Joyce Riley** both of Waters Edge 1 Golf Club Lane Builth Wells Powys LD2 3NN the owners of the Grantee's Land;
- 1.2 'the Grantee's Land' means the land outlined in red on the Plan being part of the land comprised in title number WA 638704 and each and every part of it;
- 1.3 'the Grantor' means **Richard Norman Roger Price** of The Birches Peny yr Bryn Brecon Powys and **Rosemary Jane Lindsay** of Spring Meadows Windle Park Clifford Herefordshire and **Beverley Eleanor Ann Price** of 5 Golf Links Road Builth Wells Powys LD2 3NN being the Personal Representatives of the late Eleanor Elizabeth Price formerly of Riverside 5 Golf Links Road Builth Wells Powys LD2 3NN
- 1.4 'the Grantor's Land' means the land outlined in blue on the Plan being part of the land comprised in a deed of Conveyance made the 2<sup>nd</sup> day of September 1977 between (1) Charles Henry Hansford and Gladys Margery Hansford and (2) Joan Thornton ("the Conveyance"), and each and every part of it;
- 1.5 'the Mains Sewer' means a sewer in the position approximately marked on the Plan by a broken line;
- 1.6 'the Perpetuity Period' means the period of 80 years commencing on the date of this deed;
- 1.7 'the Plan' means the plan annexed to this deed and if numbered plans are annexed any reference to a numbered plan is to the annexed plan so numbered;
- 1.8 'the Rights' means the rights granted by clause 2;
- 1.9 'the Works' has the meaning given in clause 2.1;
- 1.10 where the context so admits the expressions 'the Grantor' and 'the Grantee' include their respective successors in title;
- 1.11 where any party comprises more than one person the obligations and liabilities of that party under this deed shall be joint and several obligations and liabilities of those persons;
- 1.12 the clause headings do not form part of this deed and shall not be taken into account in its construction or interpretation;
- 1.13 any reference to a clause is to one so numbered in this deed unless otherwise stated;
- 1.14 any reference to a colour or letter is to one on the Plan or Plans.

**2 Grant of the Rights**

In consideration of the covenants on the part of the Grantee contained in clause 3 of this Deed the Grantor with full title guarantee grants to the Grantee the following rights but subject to the observance and performance of the covenants contained in clause 4:



- 2.1 to survey construct lay and afterwards at all times to relay use maintain inspect alter enlarge renew replace remove or render unusable a foul water drain or sewer together with inspection chamber(s) markers and other works and ancillary apparatus all being the property of the Grantee in through upon and under the Grantor's Land in the position approximately marked on the Plan by a brown line ('the Works') or in such other position on the Grantor's Land as reasonably required by the Grantee and to drain foul water and domestic effluent from all buildings now or within the Perpetuity Period erected or to be erected on the Grantee's Land through the Works;
- 2.2 full and free access where practicable with all necessary workmen and vehicles machinery and apparatus at all reasonable times and in emergency at anytime over that part of the Grantor's Land where reasonably necessary in connection with the Works.
- 2.3 full right and liberty for the Grantee and his successors in title as owners or occupiers for the time being of the Grantee's Land, and all persons authorised by him or them, in common with the Grantor and his successors in title to the Grantor's Land and all others so entitled, from time to time and at all times and for all purposes, to pass and repass over and along the Grantor's Land, with or without vehicles of any description and animals subject to paying a proportionate part of the expense of keeping the same in good order and repair.

### **3 Grantee's covenants**

The Grantee covenants with the Grantor as follows:—

#### **3.1 Commencement**

to carry out and complete the Works in a good and workmanlike manner to the reasonable satisfaction of the Grantor and his surveyors or other agents and the local planning public health and other appropriate authorities;

#### **3.2 Maintenance**

3.3.1 at all times to maintain the Works in good repair and working order;

3.3.2 to paying a proportionate part of the expense of keeping the Grantor's Land in good order and repair

#### **3.4 Legislation**

to comply with all Acts of Parliament and subordinate legislation in respect of the Works;

#### **3.5 Agreement before entry**

before entry is made on the Grantor's Land for the purpose of constructing the Works to obtain the prior agreement in writing of the Grantor to the date of entry to commence the Works which consent must not be unreasonably withheld or delayed;

#### **3.6 Notice of entry after completion**

before entry is made on the Grantor's Land after completion of the Works to give to the Grantor and occupier not less than 72 hours' prior notice (save in case of emergency);

#### **3.7 Damage and indemnity**

forthwith to make good all damage caused to the Grantor's Land and to all other services laid in the Grantor's Land by the exercise of the Rights and to indemnify the Grantor against all claims and liability in respect of such matters;

#### **3.8 Compensation**

to pay to the Grantor fair and reasonable compensation for all damage done to the Grantor's Land by the Grantee which is not made good;

#### **3.9 Outgoings**

to pay all present and future rates taxes charges assessments and outgoings imposed on or payable in respect of the Works or the Rights;

### **4 Restrictive covenant by the Grantor**

4.1 The Grantor covenants with the Grantee to observe and perform the restrictions contained in clause 4.2 ('the Restrictions') and it is agreed and declared that:



- 4.1.1 the benefit of this covenant is to be attached to and enure for each and every part of the Grantee's Land and the Works;
  - 4.1.2 the burden of this covenant is intended to bind and binds each and every part of the Grantor's Land into whosoever hands it may come but not so as to render the Grantor personally liable for any breach of this covenant arising after the Grantor has parted with all interest in the Grantor's Land or the part of it on which such breach is committed;
  - 4.1.3 an obligation in the Restrictions not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done by another person.
- 4.2 The Restrictions are the following:
- 4.2.1 not to erect any building structure or erection nor plant any trees over or within 3 metres measured horizontally on either side of the Works;
  - 4.2.2 not to make any material alteration to or any deposit of anything on or within 3 metres on either side of the Works measured horizontally so as to interfere with or obstruct access to the Works or so as to reduce or increase the depth of soil (if any) above the Works;
  - 4.2.3 not to do anything on the Grantor's Land which may cause damage to the Works or affect their proper and efficient operation;
- but these restrictions shall not prevent the Grantor from erecting or constructing roads footpaths hard surfaces service apparatus or fencing on the Grantor's Land.
- 4.3 Not to obstruct the Grantor's Land.

## 5 Perpetuity

It is agreed and declared that the Rights are to be exercisable only if they or their subject matter come into existence within the Perpetuity Period.

## 6 Consent to noting of rights and covenant against the Grantor's Land

The Grantor consents to notice of the Rights and the burden of his restrictive covenants in clause 5 being noted against his registered title to the Grantor's Land at the time when the Grantor's Land is subject to first registration.

## 7 Acknowledgement for production

The Grantor acknowledges the right of the Grantee for to production of the documents specified in the Schedule below and to delivery of copies of them subject to the Grantee paying the Grantor's reasonable copying charges in respect of them and undertakes with the Grantee for their safe custody

### SCHEDULE

8 <sup>th</sup> July 1986	Certificate of Official Search
16 <sup>th</sup> July 1986	Conveyance made between (1) Russell Edmond Tolley and Megan Eleri Tolley and (2) George Perry Price and Eleanor Elizabeth Price
18 <sup>th</sup> March 2003	Probate of George Perry Price
27 <sup>th</sup> January 2006	Probate of Eleanor Elizabeth Price
2 <sup>nd</sup> September 1977	Conveyance made between (1) Mr C H Hansford and Another and (2) Mrs J Thornton

SIGNED as a Deed by the said  
Peter Paul Riley .....

and  
Valmai Joyce Riley .....

In the presence of:

WITNESS NAME (in BLOCK LETTERS) John Evans .....

SIGNATURE .....

ADDRESS .....

OCCUPATION Secretary .....

SIGNED as a Deed by the said  
Richard Norman Roger Price .....



In the presence of:

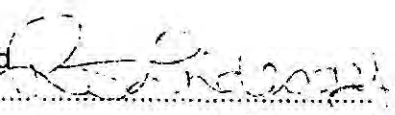
WITNESS NAME (in BLOCK LETTERS) SANDRA ANNE MCGADLOS .....

SIGNATURE S. A. Meadows .....

ADDRESS 11 BEECHES PARK, BOUGHTWOOD, BRECON POWYS .....

OCCUPATION Receptionist .....

SIGNED as a Deed by the said  
Rosemary Jane Lindsay .....



In the presence of:


WITNESS NAME (in BLOCK LETTERS) GEOFFREY GREENWOOD .....

SIGNATURE .....

ADDRESS 11 KINGSFIELD WINTERTON, HERFORDSHIRE .....

OCCUPATION PLUMBER .....

SIGNED as a Deed by the said  
Beverley Eleanor Ann Price .....



In the presence of:

WITNESS NAME (in BLOCK LETTERS) ANTHONY THOMAS HOY .....

SIGNATURE A. J. Hoy .....

ADDRESS BROOKLANDS, ERWOOD, BUILTH WELLS, POWYS .....

OCCUPATION RETIRED .....





✓ Richard P...  
 ✓ R. Rind...  
 ✓ Be...



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EXAMINED AT OUR OFFICES  
PHILLIPS & CO LUDLOW

*Phillips 29/01/10*



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.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.



Altered on 17/10 under Rule 130 of the Land Registration Rules 2003 by M. Barber For Chief Land Registrar

Give full name(s).

Complete as appropriate where the transferor is a company.



Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an

1	Title number(s) out of which the property is transferred: <b>WA638704</b>
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: <b>First all that parcel of land adjoining Waters Edge 1 Golf Club Lane Built Wells Powys LD2 3NN and secondly (so far as the Transferor can transfer and grant the same) together with half the bed of the River Irfon where the same adjoin the hereditaments hereby transferred and the sole and exclusive right of fishing therein together with the benefit of the rights contained in a Deed of Grant dated <u>23 December 2009</u> and made between Peter Paul Riley and Valmai Joyce Riley (1) and Richard Norman Roger Price, Rosemary Jane Lindsay and Beverley Eleanor Ann Price (2)</b>  The property is identified  <input checked="" type="checkbox"/> on the attached plan and shown: <b>edged red as to the part firstly described and edged green as to the land secondly described</b>  <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: <u>15/01/10</u>
5	Transferor: <b>PETER PAUL RILEY AND VALMAI JOYCE RILEY</b>  <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 England and Wales including any prefix:
6	Transferee for entry in the register: <b>IAN ANTHONY FOSTER</b>  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:



any, unless an  
with Land Registry exists,  
a certificate in Form 7 in  
3 to the Land Registration  
2003 or a certified copy of the  
in English or Welsh, or other  
permitted by rule 183 of the  
and Registration Rules 2003.

Each transferee may give up to three  
addresses for service, one of which  
must be a postal address whether or not  
in the UK (including the postcode, if  
any). The others can be any  
combination of a postal address, a UK  
DX box number or an electronic  
address.

Place 'X' in the appropriate box. State  
the currency unit if other than sterling. If  
none of the boxes apply, insert an  
appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one  
person, place 'X' in the appropriate box.

Complete as necessary.

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.

Any other land affected should be  
defined by reference to a plan and the  
title numbers referred to in panel 2.

**For overseas companies**

(a) Territory of incorporation:

(b) Registered number in England and Wales including any  
prefix:

7 Transferee's intended address(es) for service for entry in the  
register:

**WEST VIEW LLOWES HEREFORDSHIRE HR3 5JD**

8 The transferor transfers the property to the transferee

9 Consideration

- The transferor has received from the transferee for the  
property the following sum (in words and figures):

**Sixty-Five Thousand Seven Hundred and Fifty Pounds  
(£65,750.00)**

- The transfer is not for money or anything that has a  
monetary value
- Insert other receipt as appropriate:

10 The transferor transfers with

- the land first described with full title guarantee save that  
(a) the words "at his own cost" in Section 2(1)(b) of the Law of  
Property (Miscellaneous Provisions) Act 194 ("the Act")  
shall be replaced by the words "at the Buyer's cost" and  
(b) for the purposes of Section 6 (2)(a) of the Act all matters  
now recorded in registers open to public inspection are  
deemed to be the actual knowledge of the Buyer"
- the land secondly described with no title guarantee

11 Declaration of trust. The transferee is more than one person  
and

- they are to hold the property on trust for themselves as  
joint tenants
- they are to hold the property on trust for themselves as  
tenants in common in equal shares
- they are to hold the property on trust:

12 Additional provisions

**12.1 Definitions**

**The Retained Land:-**

The land comprised of the remainder of title number  
WA638704

affected should be  
reference to a plan and the  
s referred to in panel 2.  
ords of covenant.

**12.2 Restrictive covenants by the Transferee**

**12.2.1**

The Transferee so as to bind the Property and any part or parts into whomsoever hands the same may come covenants with the Transferor for the benefit of the Retained Land and each and every part to observe the following stipulations:-

- a) Not to use the Property other than as a single private dwelling house (save that use of the Property for private office purposes shall not be deemed to be in breach of this covenant)
- b) Not to carry out any activity upon the Property so as to cause any nuisance or annoyance to the Sellers or other owners or occupiers of the Retained Land.
- c) Not to construct any dwelling house on that part of the Property shown hatched red on the plan.
- d) To erect within a period of three months from the date of this deed and forever after to maintain a close boarded fence of a height of 2 metres along the boundary with the Retained Land between the points marked A and B on the plan.

**12.2.2**

The Transferee so as to bind the Property and any part or parts into whomsoever hands the same may come covenants with the Transferor for the benefit of the Transferor personally not to construct any building upon the Property without the plans first having been approved by the Transferor, such approval not to be unreasonably withheld or delayed.

For the avoidance of doubt the provisions of this clause 12.2.2 shall not benefit the Retained Land and shall cease to have effect once the Transferor has ceased possession of the Retained Land.

**12.3.3 Restrictive covenants by the Transferor**

The Transferor so as to bind the Retained Land and any part or parts into whomsoever hands the same may come covenants with the Transferee for the benefit of the Property and each and every part to observe the following stipulations:-

- a) Not to carry out any activity upon the Retained Land so as to cause any nuisance or annoyance to the Buyers or other owners or occupiers of the Property.

Include words of covenant.



required or permitted  
certificates or applications  
need declarations and so on.

Other

### 12.4 Agreements and Declarations:-

12.4.1 The Transferee shall not become entitled to any right of access of light or air over or in respect of the Property so as to prevent the use of the Retained Land for building or any other purposes

12.4.2 It is hereby agreed and declared that the Transferor transfers to the Transferee all estate interest and rights (if any) in the river bed abutting the Property and the sole and exclusive right (so far as the Transferor can grant the same) of fishing therein such that any rights to the same (in so far as they affect the river bed immediately abutting the Property) in favour of the Retained Land and the Transferor are hereby released.

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  
**PETER PAUL RILEY** .....  
and  
**VALMAI JOYCE RILEY** .....  
In the presence of:-

Witness's signature .....  
Witness's name .....  
Address .....  
Occupation .....

SIGNED as a deed by the said  
**IAN ANTHONY FOSTER** .....  
In the presence of:-

Witness's signature .....  
Witness's name .....  
Address .....  
Occupation .....

#### WARNING

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

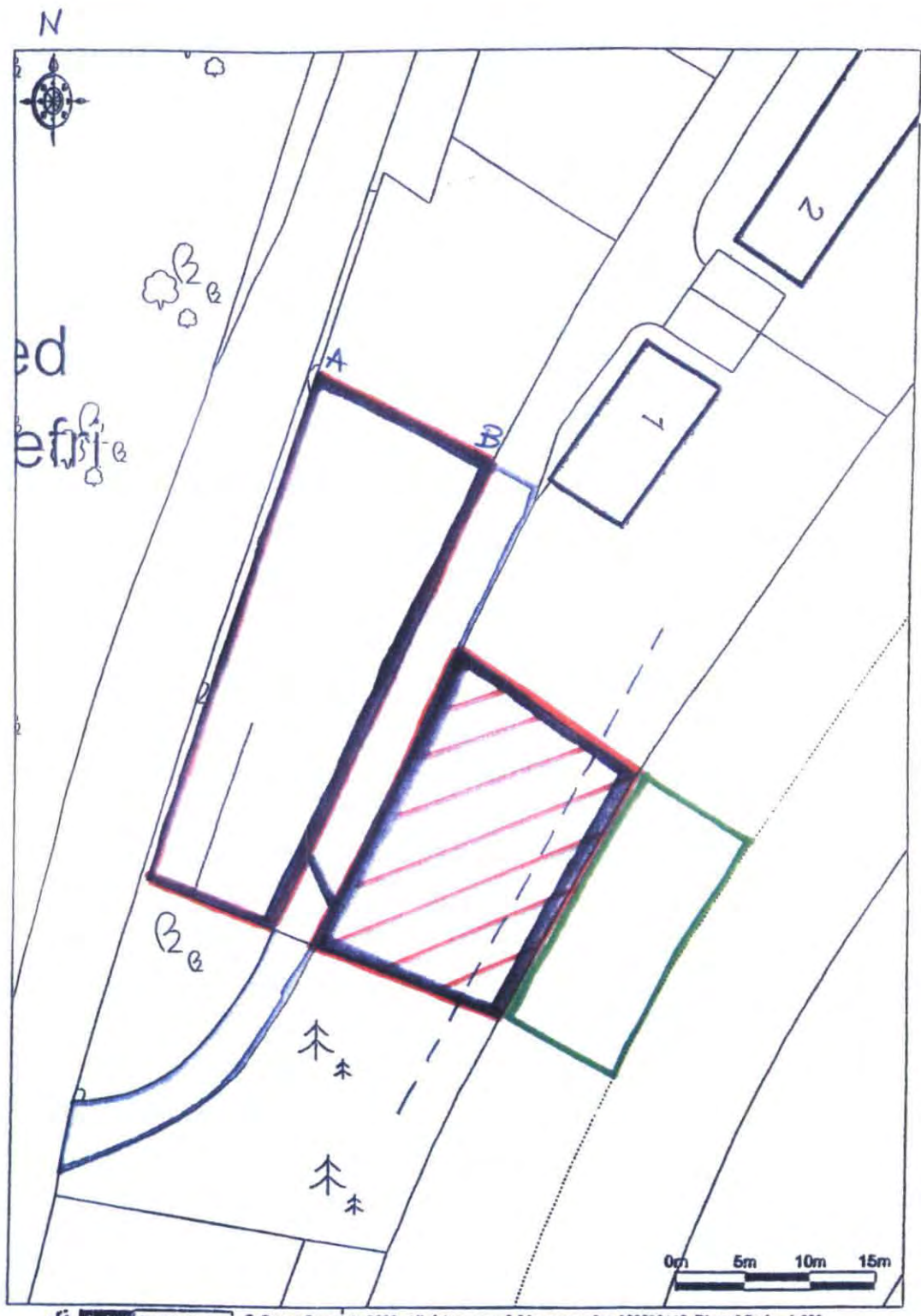
Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

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

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TP1  
H  
VJ Riley  
M



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efri



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