





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

- 1. GENERAL**
- 1.1 Definitions**
- 1.1.1** In these conditions:
- (a) 'accrued interest' means:
- (i) if money has been placed on deposit or in a building society share account, the interest actually earned
- (ii) otherwise, the interest which might reasonably have been earned by depositing the money at interest on seven days' notice of withdrawal with a clearing bank less, in either case, any proper charges for handling the money
- (b) 'clearing bank' means a bank admitted by the Bank of England as a direct participant in its CHAPS system
- (c) 'completion date' has the meaning given in condition 6.1.1
- (d) 'contents price' means any separate amount payable for contents included in the contract
- (e) 'contract rate' means the Law Society's interest rate from time to time in force
- (f) 'conveyancer' means a solicitor, barrister, duly certified notary public, licensed conveyancer or recognised body under sections 9 or 23 of the Administration of Justice Act 1985
- (g) 'lease' includes sub-lease, tenancy and agreement for a lease or sub-lease
- (h) 'mortgage' means a mortgage or charge securing the repayment of money
- (i) 'notice to complete' means a notice requiring completion of the contract in accordance with condition 6.8
- (j) 'public requirement' means any notice, order or proposal given or made (whether before or after the date of the contract) by a body acting on statutory authority
- (k) 'requisition' includes objection
- (l) 'transfer' includes conveyance and assignment
- (m) 'working day' means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.
- 1.1.2** In these conditions the terms 'absolute title' and 'official copies' have the special meanings given to them by the Land Registration Act 2002.
- 1.1.3** A party is ready, able and willing to complete:
- (a) if he could be, but for the default of the other party, and
- (b) in the case of the seller, even though the property remains subject to a mortgage, if the amount to be paid on completion enables the property to be transferred freed of all mortgages (except any to which the sale is expressly subject).
- 1.1.4** These conditions apply except as varied or excluded by the contract.
- 1.2 Joint parties**
- If there is more than one seller or more than one buyer, the obligations which they undertake can be enforced against them all jointly or against each individually.
- 1.3 Notices and documents**
- 1.3.1** A notice required or authorised by the contract must be in writing.
- 1.3.2** Giving a notice or delivering a document to a party's conveyancer has the same effect as giving or delivering it to that party.
- 1.3.3** Where delivery of the original document is not essential, a notice or document is validly given or sent if it is sent:
- (a) by fax, or
- (b) by e-mail to an e-mail address for the intended recipient given in the contract
- 1.3.4** Subject to conditions 1.3.5 to 1.3.7, a notice is given and a document is delivered when it is received.
- 1.3.5** (a) A notice or document sent through a document exchange is received when it is available for collection.
- (b) A notice or document which is received after 4.00pm on a working day, or on a day which is not a working day, is to be treated as having been received on the next working day.
- (c) An automated response to a notice or document sent by e-mail that the intended recipient is out of the office is to be treated as proof that the notice or document was not received.
- 1.3.6** Condition 1.3.7 applies unless there is proof:
- (a) that a notice or document has not been received, or
- (b) of when it was received.
- 1.3.7** A notice or document sent by the following means is treated as having been received as follows:
- (a) by first-class post: before 4.00pm on the second working day after posting
- (b) by second-class post: before 4.00pm on the third working day after posting
- (c) through a document exchange: before 4.00pm on the first working day after the day on which it would normally be available for collection by the addressee
- (d) by fax: one hour after despatch
- (e) by e-mail: before 4.00pm on the first working day after despatch.
- 1.4 VAT**
- 1.4.1** The purchase price and the contents price are inclusive of any value added tax.
- 1.4.2** All other sums made payable by the contract are exclusive of any value added tax and where a supply is made which is chargeable to value added tax, the recipient of the supply is to pay the supplier (in addition to any other amounts payable under the contract) a sum equal to the value added tax chargeable on that supply.
- 1.5 Assignment and sub-sales**
- 1.5.1** The buyer is not entitled to transfer the benefit of the contract
- 1.5.2** The seller cannot be required to transfer the property in parts or to any person other than the buyer.
- 1.6 Third party rights**
- Unless otherwise expressly stated nothing in this contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the contract.
- 2. FORMATION**
- 2.1 Date**
- 2.1.1** If the parties intend to make a contract by exchanging duplicate copies by post or through a document exchange, the contract is made when the last copy is posted or deposited at the document exchange.
- 2.1.2** If the parties' conveyancers agree to treat exchange as taking place before duplicate copies are actually exchanged, the contract is made as so agreed.
- 2.2 Deposit**
- 2.2.1** The buyer is to pay or send a deposit of 10 per cent of the purchase price no later than the date of the contract.
- 2.2.2** If a cheque tendered in payment of all or part of the deposit is dishonoured when first presented, the seller may, within seven working days of being notified that the cheque has been dishonoured, give notice to the buyer that the contract is discharged by the buyer's breach.
- 2.2.3** Conditions 2.2.4 to 2.2.6 do not apply on a sale by auction.
- 2.2.4** The deposit is to be paid:
- (a) by electronic means from an account held in the name of a conveyancer at a clearing bank to an account in the name of the seller's conveyancer or (in a case where condition 2.2.5 applies) a conveyancer nominated by him and maintained at a clearing bank or
- (b) to the seller's conveyancer or (in a case where condition 2.2.5 applies) a conveyancer nominated by him by cheque drawn on a solicitor's or licensed conveyancer's client account
- 2.2.5** If before completion date the seller agrees to buy another property in England and Wales for his residence, he may use all or any part of the deposit as a deposit in that transaction to be held on terms of the same effect as this condition and condition 2.2.6.
- 2.2.6** Any deposit or part of a deposit not being used in accordance with condition 2.2.5 is to be held by the seller's conveyancer as stakeholder on terms that on completion it is paid to the seller with accrued interest.
- 2.3 Auctions**
- 2.3.1** On a sale by auction the following conditions apply to the property and, if it is sold in lots, to each lot.
- 2.3.2** The sale is subject to a reserve price.
- 2.3.3** The seller, or a person on his behalf, may bid up to the reserve price.
- 2.3.4** The auctioneer may refuse any bid.
- 2.3.5** If there is a dispute about a bid, the auctioneer may resolve the dispute or restart the auction at the last undisputed bid.
- 2.3.6** The deposit is to be paid to the auctioneer as agent for the seller.
- 3. MATTERS AFFECTING THE PROPERTY**
- 3.1 Freedom from incumbrances**
- 3.1.1** The seller is selling the property free from incumbrances, other than those mentioned in condition 3.1.2.
- 3.1.2** The incumbrances subject to which the property is sold are:
- (a) those specified in the contract
- (b) those discoverable by inspection of the property before the date of the contract.
- (c) those the seller does not and could not reasonably know about
- (d) those, other than mortgages, which the buyer knows about
- (e) entries made before the date of the contract in any public register except those maintained by the Land Registry or its Land Charges Department or by Companies House
- (f) public requirements.
- 3.1.3** After the contract is made, the seller is to give the buyer written details without delay of any new public requirement and of anything in writing which he learns about concerning a matter covered by condition 3.1.2.
- 3.1.4** The buyer is to bear the cost of complying with any outstanding public requirement and is to indemnify the seller against any liability resulting from a public requirement.
- 3.2 Physical state**
- 3.2.1** The buyer accepts the property in the physical state it is in at the date of the contract unless the seller is building or converting it.
- 3.2.2** A leasehold property is sold subject to any subsisting breach of a condition or tenant's obligation relating to the physical state of the property which renders the lease liable to forfeiture.
- 3.2.3** A sub-lease is granted subject to any subsisting breach of a condition or tenant's obligation relating to the physical state of the property which renders the seller's own lease liable to forfeiture.
- 3.3 Leases affecting the property**
- 3.3.1** The following provisions apply if any part of the property is sold subject to a lease.
- 3.3.2** (a) The seller having provided the buyer with full details of each lease or copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.
- (b) The seller is to inform the buyer without delay if the lease ends or if the seller learns of any application by the tenant in connection with the lease; the seller is then to act as the buyer reasonably directs, and the buyer is to indemnify him against all consequent loss and expense.
- (c) Except with the buyer's consent, the seller is not to agree to any proposal to change the lease terms nor to take any step to end the lease.
- (d) The seller is to inform the buyer without delay of any change to the lease terms which may be proposed or agreed.
- (e) The buyer is to indemnify the seller against all claims arising from the lease after actual completion; this includes claims which are unenforceable against a buyer for want of registration.
- (f) The seller takes no responsibility for what rent is lawfully recoverable, nor for whether or how any legislation affects the lease.
- (g) If the let land is not wholly within the property, the seller may apportion the rent.
- 4. TITLE AND TRANSFER**
- 4.1 Proof of title**
- 4.1.1** Without cost to the buyer, the seller is to provide the buyer with proof of the title to the property and of his ability to transfer it, or to procure its transfer.
- 4.1.2** Where the property has a registered title the proof is to include official copies of the items referred to in rules 134(1)(a) and (b) and 135(1)(a) of the Land Registration Rules 2003, so far as they are not to be discharged or overridden at or before completion.
- 4.1.3** Where the property has an unregistered title, the proof is to include:
- (a) an abstract of title or an epitome of title with photocopies of the documents, and
- (b) production of every document or an abstract, epitome or copy of it with an original marking by a conveyancer either against the original or an examined abstract or an examined copy.
- 4.2 Requisitions**
- 4.2.1** The buyer may not raise requisitions:
- (a) on any title shown by the seller before the contract was made
- (b) in relation to the matters covered by condition 3.1.2.
- 4.2.2** Notwithstanding condition 4.2.1, the buyer may, within six working days of a matter coming to his attention after the contract was made, raise written requisitions on that matter. In that event, steps 3 and 4 in condition 4.3.1 apply.
- 4.2.3** On the expiry of the relevant time limit under condition 4.2.2 or condition 4.3.1, the buyer loses his right to raise requisitions or to make observations.
- 4.3 Timetable**
- 4.3.1** Subject to condition 4.2 and to the extent that the seller did not take the steps described in condition 4.1.1 before the contract was made, the following are the steps for deducing and investigating the title to the property to be taken within the following time limits:
- | Step   | Time Limit  |
|--|---|
| 1. The seller is to comply with condition 4.1.1                    | Immediately after making the contract   |
| 2. The buyer may raise written requisitions                        | Six working days after either the date of the contract or the date of delivery of the seller's evidence of title on which the requisitions are raised, whichever is the later |
| 3. The seller is to reply in writing to any requisitions raised    | Four working days after receiving the requisitions  |
| 4. The buyer may make written observations on the seller's replies | Three working days after receiving the replies  |
- The time limit on the buyer's right to raise requisitions applies even where the seller supplies incomplete evidence of his title, but the buyer may, within six working days from delivery of any further evidence, raise further requisitions resulting from that evidence.
- 4.3.2** The parties are to take the following steps to prepare and agree the transfer of the property within the following time limits:
- | Step  | Time Limit   |
|---|--|
| A. The buyer is to send the seller a draft transfer   | At least twelve working days before completion date    |
| B. The seller is to approve or revise that draft and either return it or retain it for use as the actual transfer | Four working days after delivery of the draft transfer |
| C. If the draft is returned the buyer is to send an engrossment to the seller                                     | At least five working days before completion date      |
- 4.3.3** Periods of time under conditions 4.3.1 and 4.3.2 may run concurrently.
- 4.3.4** If the period between the date of the contract and completion date is less than 15 working days, the time limits in conditions 4.2.2, 4.3.1 and 4.3.2 are to be reduced by the same proportion as that period bears to the period of 15 working days. Fractions of a working day are to be rounded down except that the time limit to perform any step is not to be less than one working day.
- 4.4 Defining the property**
- The seller need not:
- (a) prove the exact boundaries of the property
- (b) prove who owns fences, ditches, hedges or walls
- (c) separately identify parts of the property with different titles further than he may be able to do from information in his possession.
- 4.5 Rents and rentcharges**
- The fact that a rent or rentcharge, whether payable or receivable by the owner of the property, has been, or will on completion be, informally apportioned is not to be regarded as a defect in title.
- 4.6 Transfer**
- 4.6.1** The buyer does not prejudice his right to raise requisitions, or to require replies to any raised, by taking any steps in relation to preparing or agreeing the transfer.
- 4.6.2** Subject to condition 4.6.3, the seller is to transfer the property with full title guarantee.



- 4.6.3 The transfer is to have effect as if the disposition is expressly made subject to all matters covered by condition 3.1.2 and, if the property is leasehold, is to contain a statement that the covenants set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to any breach of the tenant's covenants in the lease relating to the physical state of the property.
- 4.6.4 If after completion the seller will remain bound by any obligation affecting the property which was disclosed to the buyer before the contract was made, but the law does not imply any covenant by the buyer to indemnify the seller against liability for future breaches of it:
- the buyer is to covenant in the transfer to indemnify the seller against liability for any future breach of the obligation and to perform it from then on, and
  - if required by the seller, the buyer is to execute and deliver to the seller on completion a duplicate transfer prepared by the buyer.
- 4.6.5 The seller is to arrange at his expense that, in relation to every document of title which the buyer does not receive on completion, the buyer is to have the benefit of:
- a written acknowledgement of his right to its production, and
  - a written undertaking for its safe custody (except while it is held by a mortgagee or by someone in a fiduciary capacity).
- 4.7 **Membership of company**  
Where the seller is, or is required to be, a member of a company that has an interest in the property or has management responsibilities for the property or the surrounding areas, the seller is, without cost to the buyer, to provide such documents on completion as will enable the buyer to become a member of that company.
5. **RISK, INSURANCE AND OCCUPATION PENDING COMPLETION**
- 5.1.1 The property is at the risk of the buyer from the date of the contract
- 5.1.2 The seller is under no obligation to the buyer to insure the property unless:
- the contract provides that a policy effected by or for the seller and insuring the property or any part of it against liability for loss or damage is to continue in force, or
  - the property or any part of it is let on terms under which the seller (whether as landlord or as tenant) is obliged to insure against loss or damage.
- 5.1.3 If the seller is obliged to insure the property under condition 5.1.2, the seller is to:
- do everything necessary to maintain the policy
  - permit the buyer to inspect the policy or evidence of its terms
  - if before completion the property suffers loss or damage:
    - pay to the buyer on completion the amount of the policy monies which the seller has received, so far as not applied in repairing or reinstating the property, and
    - if no final payment has then been received, assign to the buyer, at the buyer's expense, all rights to claim under the policy in such form as the buyer reasonably requires and pending execution of the assignment hold any policy monies received in trust for the buyer
  - cancel the policy on completion.
- 5.1.4 Where the property is leasehold and the property, or any building containing it, is insured by a reversioner or other third party, the seller is to use reasonable efforts to ensure that the insurance is maintained until completion and if, before completion, the property or building suffers loss or damage the seller is to assign to the buyer on completion, at the buyer's expense, such rights as the seller may have in the policy monies, in such form as the buyer reasonably requires.
- 5.1.5 If payment under a policy effected by or for the buyer is reduced, because the property is covered against loss or damage by an insurance policy effected by or on behalf of the seller, then, unless the seller is obliged to insure the property under condition 5.1.2, the purchase price is to be abated by the amount of that reduction.
- 5.1.6 Section 47 of the Law of Property Act 1925 does not apply.
- 5.2 **Occupation by buyer**
- 5.2.1 If the buyer is not already lawfully in the property, and the seller agrees to let him into occupation, the buyer occupies on the following terms.
- 5.2.2 The buyer is a licensee and not a tenant. The terms of the licence are that the buyer:
- cannot transfer it
  - may permit members of his household to occupy the property
  - is to pay or indemnify the seller against all outgoing and other expenses in respect of the property
  - is to pay the seller a fee calculated at the contract rate on a sum equal to the purchase price (less any deposit paid) for the period of the licence
  - is entitled to any rents and profits from any part of the property which he does not occupy
  - is to keep the property in as good a state of repair as it was in when he went into occupation (except for fair wear and tear) and is not to alter it
  - if the property is leasehold, is not to do anything which puts the seller in breach of his obligations in the lease, and
  - is to quit the property when the licence ends.
- 5.2.3 The buyer is not in occupation for the purposes of this condition if he merely exercises rights of access given solely to do work agreed by the seller.
- 5.2.4 The buyer's licence ends on the earliest of: completion date, rescission of the contract or when five working days' notice given by one party to the other takes effect.
- 5.2.5 If the buyer is in occupation of the property after his licence has come to an end and the contract is subsequently completed he is to pay the seller compensation for his continued occupation calculated at the same rate as the fee mentioned in condition 5.2.2(d).
- 5.2.6 The buyer's right to raise requisitions is unaffected.
6. **COMPLETION**
- 6.1 **Date**
- 6.1.1 Completion date is twenty working days after the date of the contract but time is not of the essence of the contract unless a notice to complete has been served.
- 6.1.2 If the money due on completion is received after 2.00pm, completion is to be treated, for the purposes only of conditions 6.3 and 7.2, as taking place on the next working day as a result of the buyer's default.
- 6.1.3 Condition 6.1.2 does not apply and the seller is treated as in default if:
- the sale is with vacant possession of the property or any part of it, and
  - the buyer is ready, able and willing to complete but does not pay the money due on completion until after 2.00pm because the seller has not vacated the property or that part by that time.
- 6.2 **Arrangements and place**
- 6.2.1 The buyer's conveyancer and the seller's conveyancer are to co-operate in agreeing arrangements for completing the contract.
- 6.2.2 Completion is to take place in England and Wales, either at the seller's conveyancer's office or at some other place which the seller reasonably specifies.
- 6.3 **Apportionments**
- 6.3.1 On evidence of proper payment being made, income and outgoing of the property are to be apportioned between the parties so far as the change of ownership on completion will affect entitlement to receive or liability to pay them.
- 6.3.2 If the whole property is sold with vacant possession or the seller exercises his option in condition 7.2.4, apportionment is to be made with effect from the date of actual completion; otherwise, it is to be made from completion date.
- 6.3.3 In apportioning any sum, it is to be assumed that the seller owns the property until the end of the day from which apportionment is made and that the sum accrues from day to day at the rate at which it is payable on that day.
- 6.3.4 For the purpose of apportioning income and outgoing, it is to be assumed that they accrue at an equal daily rate throughout the year.
- 6.3.5 When a sum to be apportioned is not known or easily ascertainable at completion, a provisional apportionment is to be made according to the best estimate available. As soon as the amount is known, a final apportionment is to be made and notified to the other party. Any resulting balance is to be paid no more than ten working days later, and if not then paid the balance is to bear interest at the contract rate from then until payment.
- 6.3.6 Compensation payable under condition 5.2.5 is not to be apportioned.
- 6.4 **Amount payable**  
The amount payable by the buyer on completion is the purchase price and the contents price (less any deposit already paid to the seller or his agent) adjusted to take account of:
- apportionments made under condition 6.3
  - any compensation to be paid or allowed under condition 7.2
  - any sum payable under condition 5.1.3.
- 6.5 **Title deeds**
- 6.5.1 As soon as the buyer has complied with all his obligations under this contract on completion the seller must hand over the documents of title.
- 6.5.2 Condition 6.5.1 does not apply to any documents of title relating to land being retained by the seller after completion.
- 6.6 **Rent receipts**  
The buyer is to assume that whoever gave any receipt for a payment of rent or service charge which the seller produces was the person or the agent of the person then entitled to that rent or service charge.
- 6.7 **Means of payment**  
The buyer is to pay the money due on completion by a direct transfer of cleared funds from an account held in the name of a conveyancer at a clearing bank and, if appropriate, an unconditional release of a deposit held by a stakeholder.
- 6.8 **Notice to complete**
- 6.8.1 At any time after the time applicable under condition 6.1.2 on completion date, a party who is ready, able and willing to complete may give the other a notice to complete.
- 6.8.2 The parties are to complete the contract within ten working days of giving a notice to complete, excluding the day on which the notice is given. For this purpose, time is of the essence of the contract.
- 6.8.3 On receipt of a notice to complete:
- if the buyer paid no deposit, he is forthwith to pay a deposit of 10 per cent
  - if the buyer paid a deposit of less than 10 per cent, he is forthwith to pay a further deposit equal to the balance of that 10 per cent.
7. **REMEDIES**
- 7.1 **Errors and omissions**
- 7.1.1 If any plan or statement in the contract, or in the negotiations leading to it, is or was misleading or inaccurate due to an error or omission by the seller, the remedies available to the buyer are as follows:
- When there is a material difference between the description or value of the property, or of any of the contents included in the contract, as represented and as it is, the buyer is entitled to damages.
  - An error or omission only entitles the buyer to rescind the contract:
    - where it results from fraud or recklessness, or
    - where he would be obliged, to his prejudice, to accept property differing substantially (in quantity, quality or tenure) from what the error or omission had led him to expect.
- 7.1.2 If either party rescinds the contract:
- unless the rescission is a result of the buyer's breach of contract the deposit is to be repaid to the buyer with accrued interest
  - the buyer is to return any documents he received from the seller and is to cancel any registration of the contract.
- 7.2 **Late completion**
- 7.2.1 If there is default by either or both of the parties in performing their obligations under the contract and completion is delayed, the party whose total period of default is the greater is to pay compensation to the other party.
- 7.2.2 Compensation is calculated at the contract rate on an amount equal to the purchase price, less (where the buyer is the paying party) any deposit paid, for the period by which the paying party's default exceeds that of the receiving party, or, if shorter, the period between completion date and actual completion.
- 7.2.3 Any claim for loss resulting from delayed completion is to be reduced by any compensation paid under this contract.
- 7.2.4 Where the buyer holds the property as tenant of the seller and completion is delayed, the seller may give notice to the buyer, before the date of actual completion, that he intends to take the net income from the property until completion. If he does so, he cannot claim compensation under condition 7.2.1 as well.
- 7.3 **After completion**  
Completion does not cancel liability to perform any outstanding obligation under this contract.
- 7.4 **Buyer's failure to comply with notice to complete**
- 7.4.1 If the buyer fails to complete in accordance with a notice to complete, the following terms apply.
- 7.4.2 The seller may rescind the contract, and if he does so:
- he may:
    - forfeit and keep any deposit and accrued interest
    - resell the property and any contents included in the contract
    - claim damages
  - the buyer is to return any documents he received from the seller and is to cancel any registration of the contract.
- 7.4.3 The seller retains his other rights and remedies.
- 7.5 **Seller's failure to comply with notice to complete**
- 7.5.1 If the seller fails to complete in accordance with a notice to complete, the following terms apply.
- 7.5.2 The buyer may rescind the contract, and if he does so:
- the deposit is to be repaid to the buyer with accrued interest
  - the buyer is to return any documents he received from the seller and is, at the seller's expense, to cancel any registration of the contract.
- 7.5.3 The buyer retains his other rights and remedies.
8. **LEASEHOLD PROPERTY**
- 8.1 **Existing leases**
- 8.1.1 The following provisions apply to a sale of leasehold land.
- 8.1.2 The seller having provided the buyer with copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.
- 8.2 **New leases**
- 8.2.1 The following provisions apply to a contract to grant a new lease.
- 8.2.2 The conditions apply so that:
- 'seller' means the proposed landlord
  - 'buyer' means the proposed tenant
  - 'purchase price' means the premium to be paid on the grant of a lease.
- 8.2.3 The lease is to be in the form of the draft attached to the contract.
- 8.2.4 If the term of the new lease will exceed seven years, the seller is to deduce a title which will enable the buyer to register the lease at the Land Registry with an absolute title.
- 8.2.5 The seller is to engross the lease and a counterpart of it and is to send the counterpart to the buyer at least five working days before completion date.
- 8.2.6 The buyer is to execute the counterpart and deliver it to the seller on completion.
- 8.3 **Consent**
- 8.3.1 (a) The following provisions apply if a consent to let, assign or sub-let is required to complete the contract
- In this condition 'consent' means consent in the form which satisfies the requirement to obtain it
- 8.3.2 (a) The seller is to apply for the consent at his expense, and to use all reasonable efforts to obtain it
- The buyer is to provide all information and references reasonably required.
- 8.3.3 Unless he is in breach of his obligation under condition 8.3.2, either party may rescind the contract by notice to the other party if three working days before completion date (or before a later date on which the parties have agreed to complete the contract):
- the consent has not been given, or
  - the consent has been given subject to a condition to which a party reasonably objects. In that case, neither party is to be treated as in breach of contract and condition 7.1.2 applies.
9. **CONTENTS**
- 9.1 The following provisions apply to any contents which are included in the contract, whether or not a separate price is to be paid for them.
- 9.2 The contract takes effect as a contract for sale of goods.
- 9.3 The buyer takes the contents in the physical state they are in at the date of the contract.
- 9.4 Ownership of the contents passes to the buyer on actual completion.



## SPECIAL CONDITIONS

- 1 (a) This contract incorporates the Standard Conditions of Sale (Fifth Edition - 2018 Revision).  
(b) The terms used in this contract have the same meaning when used in the Conditions.
- 2 Subject to the terms of this contract and to the Standard Conditions of Sale, the seller is to transfer the property with either full title guarantee or limited title guarantee, as specified on the front page.
- 3 (a) The sale includes those contents which are indicated on the attached list as included in the sale and the buyer is to pay the contents price for them.  
(b) The sale excludes those fixtures which are at the property and are indicated on the attached list as excluded from the sale
- 4 The property is sold with vacant possession.  
(or)  
~~4 The property is sold subject to the following leases or tenancies:~~
  8. The Buyers at completion will pay the sum of £234.40 in respect of the searches provided to the Seller

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

### 6 Representations

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

### 7 Occupier's consent

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

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

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

Name

Signature

Notices may be sent to:

**Seller's conveyancer's name:** Partridge Allen

E-mail address:\*

**Buyer's conveyancer's name:**

E-mail address:\*

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







Map scale 1:1250

0 5 10 15 20 25 30 35 40 50m

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This map is for reference purposes only. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.  
Data last updated 10:00pm undefined, undefined







# Drainage and Water Search

Prepared for: **Searches UK** <returns@searchesuk.co.uk>



## Property Address

5, West Wall, Presteigne, Powys, LD8 2BY.

## About Your Search

**Date:**

13/09/2018

**Search Type:**

Drainage and Water Search

**Sewer Undertaker**

Dwr Cymru Cyfyngedig

**Our Reference:**

D01647582

**Your Reference:**

BROWN 28665/1

**Report Prepared by:**

Kirsty Martin-Smith

**Invoice Number:**

E21942521



**Mains Water**



Connected



**Foul Water**



Connected



**Surface Water Sewer**



Connected



**Sewer Pipe Within Boundary**



No






**Water Pipe Within Boundary**



No

### Legend

-  **Typical response**
-  **Caution - please refer to relevant question**
-  **Needs attention**


If you have any questions about the contents of this Drainage and Water Search, please contact our Customer Service Team on:


**Telephone** 0845 2411815


**Email** [enquiries@searchesuk.co.uk](mailto:enquiries@searchesuk.co.uk)





5, West Wall, Presteigne, Powys, LD8 2BY.


<b>Drainage Map</b> <span style="float: right;"> Enclosed</span>
1.1 Where relevant, please include a copy of an extract from the public sewer map.
Please refer to the attached map. Where relevant, assets have been transcribed.

<b>Map of Waterworks</b> <span style="float: right;"> Enclosed</span>
1.2 Where relevant, please include a copy of an extract from the map of waterworks.
Please refer to the attached map. Where relevant, assets have been transcribed.

<b>Foul Water</b> <span style="float: right;"> Connected</span>
2.1 Does foul water from the property drain to a public sewer?
Records indicate that foul water from the property does drain to a public sewer.
<b>Note:</b> Please note that this answer has been inferred based on the location of the public sewer in relation to the property (refer to plan for details). In the event that this is incorrect our Professional Indemnity Cover will be applied. Please refer to section 10 of the Terms and Conditions.


<b>Surface Water</b> <span style="float: right;"> Connected</span>
2.2 Does surface water from the property drain to a public sewer?
Records indicate that surface water from the property does drain to a public sewer.
<b>Note:</b> Please note that this answer has been inferred based on the location of the public sewer in relation to the property (refer to plan for details). In the event that this is incorrect our Professional Indemnity Cover will be applied. Please refer to section 10 of the Terms and Conditions.


<b>Surface Water</b> <span style="float: right;"> See Detail</span>
2.3 Is a surface water drainage charge payable?
Please refer to the vendor. Obtaining a copy of a recent water bill will confirm the charging basis for the property.


<b>Drainage Assets within Boundary</b> <span style="float: right;"> No</span>
2.4 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?
The map indicates there are no public sewers, disposal mains or lateral drains within the boundaries of the property.
<b>Notes</b>
(1) It has not always been a requirement for public sewers, disposal mains or lateral drains to be recorded on the public sewer map. It is therefore possible for unidentified sewers, disposal mains or lateral drains to exist within the boundaries of the property. A full site inspection is recommended prior to any work commencing.
(2) Please note that from 1st October 2011 the majority of private sewers and lateral drains connected to the public network as of 1st July 2011 transferred into public ownership and it is therefore possible there may be additional public assets within or close to the boundary which may not be shown on the public sewer plan. The presence of public assets running within the boundary of the property may restrict further development. If there are any plans to develop the property further enquiries should be made to the undertaker.
(3) The undertaker has a legal right of access to carry out work on its assets, subject to notice. This may result in employees of the undertaker or its contractors needing to enter the property to carry out work.





5, West Wall, Presteigne, Powys, LD8 2BY.

<b>Surface Water</b> <span style="float: right;"> Insured</span>
<p>2.4.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?</p>
<p>Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property. This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.</p>

<b>Public Sewer</b> <span style="float: right;"> Yes</span>
<p>2.5 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?</p>
<p>The public sewer map included indicates that there is a public sewer within 30.48 metres (100 feet) of a building within the property.</p>
<p><b>Note:</b> From 1st October 2011 there may be additional lateral drains and/or public sewers which are not recorded on the public sewer map but are also within 30.48 metres (100 feet) of a building within the property.</p>


<b>Public Sewer</b> <span style="float: right;"> Insured</span>
<p>2.5.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50m of any buildings within the property?</p>
<p>Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property. This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.</p>


<b>Adoption</b> <span style="float: right;"> No</span>
<p>2.6 Are any sewer or lateral drains serving, or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?</p>
<p>The property is part of an established development and is not subject to an adoption agreement. Please note the majority of private sewers and lateral drains subject to adoption agreements were transferred into public ownership from 1st October 2011 and there may therefore be additional public sewers other than those shown on the plan.</p>
<p><b>Note:</b> In the case of recent or new developments, please refer to developer.</p>


<b>Building Over Agreements</b> <span style="float: right;"> See Detail</span>
<p>2.7 Has a sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?</p>
<p>There is no statutory access to records in relation to any approval or consultation about plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. Where an asset is shown within the boundary, you may wish to make additional enquiries of the relevant authority.</p>
<p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>(1) Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.</li> <li>(2) From the 1st October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership and the sewerage undertaker may not have been approved or consulted about any plans to erect a building or extension on the property over or in the vicinity of these.</li> </ul>





5, West Wall, Presteigne, Powys, LD8 2BY.

<b>Internal Flooding</b>	 Insured
2.8 Is the building which is, or forms, part of the property at risk of internal flooding due to overloaded public sewers?	
Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property. This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.	

<b>Sewage Treatment Works</b>	 Insured
2.9 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	
Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property. This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.	









<b>Mains Water</b>	 Connected
3.1 Is the property connected to mains water supply?	
Records indicate that the property is connected to mains water supply.	
<b>Note:</b>	Please note that this answer has been inferred based on the location of the public water in relation to the property (refer to plan for details). In the event that this is incorrect our Professional Indemnity Cover will be applied. Please refer to section 10 of the Terms and Conditions.

<b>Water Assets within Boundary</b>	 No
3.2 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	
The map indicates there are no water mains, resource mains or discharge pipes within the boundaries of the property.	
<b>Note:</b>	It has not always been a requirement for such water mains, resource mains or discharge pipes to be recorded on the public sewer map. It is therefore possible for water mains, resource mains or discharge pipes to exist within the boundaries of the property. A full site inspection is recommended prior to any work commencing.

<b>Adoption</b>	 No
3.3 Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	
Records indicate that water supply serving the property are not the subject of an existing adoption agreement or an application for such an agreement.	
<b>Note:</b>	Where the property is part of an established development it would not normally be subject to an adoption agreement under Section 104 of the Water Industry Act 1991.



5, West Wall, Presteigne, Powys, LD8 2BY.

<b>Water Pressure</b> <span style="float: right;"> Insured</span>
<b>3.4 Is the property at risk of receiving low water pressure or flow?</b>
Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property. This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.
<b>Water Supply Classification</b> <span style="float: right;"> See Detail</span>
<b>3.5 What is the classification of the water supply for the property?</b>
Please refer to the vendor. Obtaining a copy of a recent water bill will confirm the classification for the property.
<b>Water Meter</b> <span style="float: right;"> See Detail</span>
<b>3.6 Please include details of the location of any water meter serving the property.</b>
Please refer to the vendor. Obtaining a copy of a recent water bill will confirm the charging basis for the property.
<b>Sewerage Undertaker</b> <span style="float: right;"> See Answer</span>
<b>4.1.1 Who is responsible for providing the sewerage services for the property?</b>
Dwr Cymru Cyfyngedig, Pentwyn Road, Nelson, Treharris, CF46 6LY. Telephone: 01443 452 300                      Web: www.dwrcymru.co.uk
<b>Water Undertaker</b> <span style="float: right;"> See Answer</span>
<b>4.1.2 Who is responsible for providing the water services for the property?</b>
Dwr Cymru Cyfyngedig, Pentwyn Road, Nelson, Treharris, CF46 6LY. Telephone: 01443 452 300                      Web: www.dwrcymru.co.uk
<b>Sewerage Service Billing</b> <span style="float: right;"> See Detail</span>
<b>4.2 Who bills the property for sewerage services?</b>
Please refer to the vendor. Obtaining a copy of a recent water bill will confirm the charging basis for the property.
<b>Water Service Billing</b> <span style="float: right;"> See Detail</span>
<b>4.3 Who bills the property for water services?</b>
Please refer to the vendor. Obtaining a copy of a recent water bill will confirm the charging basis for the property.
<b>Charging Basis</b> <span style="float: right;"> See Detail</span>
<b>4.4 What is the current basis for charging for sewerage and water services at the property?</b>
Please refer to vendor. Obtaining a copy of a recent water bill will confirm the charging basis for the property.




# Drainage and Water Search

Report Reference

D01647582

5, West Wall, Presteigne, Powys, LD8 2BY.

## Public Sewer

 Insured

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

Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property. This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.



5, West Wall, Presteigne, Powys, LD8 2BY.

## Terms and Conditions

### The Search Company

1. This Search Report was prepared by:

**OneSearch Direct Limited**

**6th Floor**

**Skypark 1**

**8 Elliot Place**

**Glasgow**

**G3 8EP**

**Tel 0800 052 0117**

**Email [cs@onesearchdirect.co.uk](mailto:cs@onesearchdirect.co.uk)**

(Referred to as "OneSearch").

2. OneSearch Direct is a Limited Company registered in Scotland, Company Number SC230285.

3. OneSearch maintain contractual relationships with various persons involved in the conveyancing process in the UK. OneSearch will disclose on the Search Report any personal or business relationship it has with individuals involved in the sale of the property as identified when the Search Report is ordered. OneSearch cannot accept liability for failing to disclose a relationship when a person's involvement in the transaction is not declared at the outset.

### Terms for Preparation of Search

4. This Search Report does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.

5. The necessary searches to prepare this report were completed on the date of issue as specified on the coversheet.

### Legal Issues

6. The Search Report has been prepared with reasonable care and skill by staff trained and employed by OneSearch.

7. The seller of the subjects or the person acting as his/her estate agent may make copies of this Search Report subject to our prior agreement.

8. These terms are enforceable against OneSearch not only by the seller of the property but also by the purchaser of, or mortgage lender in respect of, the property, in their own right.

9. Any queries or complaints regarding the content of the Search Report; the manner in which the search was prepared or completed; or the service provided by staff of OneSearch should be submitted in the first instance to Customer Services as set out in paragraph 1. Claims may also be made under the relevant insurance. (See also under Liability and Insurance below.)

### Liability

10. This search is protected by Professional Indemnity Insurance arranged by Travelers Insurance Co Ltd, the limit of which is £10,000,000. This indemnity also provides cover for errors and omissions of local authority and water company data/ records which are used to compile our search reports. The search further benefits from 6 years run-off cover.

11. If the insurance company goes out of business, compensation may be available from the Financial Services Compensation Scheme (FSCS). The Financial Ombudsman Service may also provide help in resolving disputes involving insurance companies.

### Complaints Procedure

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

If you want to make a complaint, we will:

- Acknowledge it within 5 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 email, as you prefer, if we need more time
- Provide a final response, in writing, at the latest within 40 working days of receipt
- Liaise, at your request, with anyone acting formally on your behalf

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

**Web: [www.tpos.co.uk](http://www.tpos.co.uk)**

**Tel: 01722 333306**

**Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)**

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

In order to deal with any complaint speedily and effectively, please address any concerns or complaints in the first instance to:

### Faye Stenning

#### Risk & Compliance Manager

Searches UK Limited

Suite 2, Gemini Business Centre

136-140 Old Shoreham Road

Hove

East Sussex BN3 7BD

**Telephone: 01273 229333**

**Fax: 0845 241 1817**



# Drainage and Water Map



THIS MAP IS PROVIDED FOR INDICATIVE PURPOSES ONLY.

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## NOTES

1. The position of any apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. No liability is accepted by OneSearch Direct for any error or omission. Assets are indicated for reference purposes only.
2. Private drains and sewers connecting the property to the public system may not be shown as water companies have not historically held these details. Only those assets indicated on the publicly available statutory maps are reproduced on this plan.
3. On 1<sup>st</sup> October 2011 some private assets transferred to water company ownership, including private sewers and lateral drains.
4. Section 104 sewers may not be shown on this plan.
5. The presence of service pipes should be anticipated and the actual position of mains should be verified and established on site prior to commencing any work
6. For searches in the Wessex Water area, where we are aware that public sewer pipes are 300mm or larger in diameter, these will be shown as strategic sewers

These assets will be indicated where they have been added to the statutory sewer maps, but may not be shown due to the historical nature of private sewers (See note 2).



**PERSONAL SEARCH (DW ERRORS AND OMISSIONS AND MISSING ANSWERS)**

ISSUED BY  
STEWART TITLE LIMITED

**stewart title<sup>®</sup>**



**POLICY SUMMARY**

<b>POLICY TYPE</b> Personal Search (DW Errors and Omissions and Missing Answers)	<b>THE INSURER</b> Stewart Title Limited
<b>POLICY TERM</b> In Perpetuity from the Policy Date	<b>INSURER'S ADDRESS</b> 6 Henrietta Street, London, WC2E 8PS

**TO THE POLICYHOLDER**

We assume the need to purchase this policy has resulted from legal advice provided to you. You should read this summary in conjunction with the full policy wording to ensure you are fully aware of the terms and conditions of the cover.

**TO THE INTERMEDIARY**

We recommend this document is provided to the Insured before the conclusion of the insurance contact.

**SIGNIFICANT CONDITIONS OR EXCLUSIONS UNDER THIS POLICY**

Full details of conditions and exclusions are detailed in the policy, but we would draw your attention to the following:

You, or anyone acting on your behalf, must not:

- disclose the existence of this policy to any third party other than prospective purchasers, lenders, lessees and their legal advisers without our prior written consent
- take or fail to take action which results in a Claim as this may prejudice your position and void the policy
- take any steps to settle a Claim without our prior written consent.

**UPDATING THE COVER**

Requests to increase or extend cover can be considered. We are not permitted to provide advice or recommend how you proceed as you will need to make your own choice about this, with guidance from your intermediary.

**RIGHTS TO CANCEL POLICY**

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

**HOW TO CLAIM**

Please write (quoting your policy number) to 'The Claims Counsel' at the Insurer's Address or by e mail to [ukclaims@stewart.com](mailto:ukclaims@stewart.com). You must provide details to us of any potential Claim without delay, please read the full Claims conditions within the policy.

**COMPLAINTS**

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

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

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

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

**THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

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

Further information about compensation scheme arrangements is available from the FSCS who can be contacted at Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. The FSCS website may be viewed at [www.fscs.org.uk](http://www.fscs.org.uk).

**BASIS OF COVER**

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

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

Signed for and on behalf of Stewart Title Limited

A handwritten signature in black ink, appearing to read "Steven Lessack". The signature is written in a cursive, flowing style.

Steven Lessack  
CEO, Stewart Title Limited

Authorised Signatory

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**POLICY SCHEDULE**

POLICY NUMBER 160482	PROPERTY Each property which is noted on the bordereau
POLICY DATE As referred to on the bordereau per Property	LIMIT OF INDEMNITY See Additional Policy Clause(s) section below
POLICY TERM In Perpetuity from the Policy Date	PREMIUM See Additional Policy Clause(s) section below

**THE INSURED**

The party purchasing the Property at the Policy Date and any bank, building society or other similar lending institution holding a mortgage or charge on the Property("the Lender") whether as a result of the purchase or as the result of the owner of the Property remortgaging it to the Lender

**THE INSURER**

STEWART TITLE LIMITED - (Company Reg 2770166), 6 Henrietta Street, Covent Garden, London, WC2E 8PS

**THE DEFECT**

The Insured has been provided with a Regulated Drainage and Water Search ('the Search') by the Organisation which may contain an Adverse Entry which materially affects the market value of the Property.

**INSURED USE**

Continued use of the Property for residential or commercial uses as in existence at the Policy Date

**EXCLUSION(S)**

Any Claim arising from or relating to:

- (i) any matter revealed in any other searches made available to the Insured or anyone acting on the Insured's behalf prior to the Policy Date (ii) any matter otherwise known to the Insured or anyone acting on the Insured's behalf prior to the Policy Date
- (iii) consequential loss
- (iv) environmental or contamination matters (including but not limited to the Environmental Protection Act 1990
- (v) any matter where the Insured or their legal advisors have not followed or acted upon the guidance notes provided in the Search

**ADDITIONAL POLICY CLAUSE(S)**

Definitions:-

Adverse Entry - Any matter or matters which would have been disclosed in the Search and which were in existence on or before the Policy Date

which adversely affect the market value of the Property but which were not disclosed in the Search due to:-

- (i) the absence in the Search of answers to questions 2.5.1, 2.8,2.9,3.4 and 4.5 and/or
- (ii) incorrect information being given to the Organisation by the statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Search and/or
- (iii) incorrect information being given by the Organisation to the Insured in respect of Questions 2.1,2.2,2.4.1 and 3.1.where the Organisation has interpreted data obtained from the statutory authority or authorities responsible for maintaining the registers but that interpretation is incorrect due to the negligence of, or an error by, the Organisation.

Organisation - One Search Direct

Regulated Search - A search requested by or on behalf of the Insured in the course of a purchase or remortgage transaction relating to the Property in response to which the Organisation in accordance with the Council of Property Search Organisations' search code has undertaken enquiries and provided a report upon which the Insured relies.

LIMIT OF INDEMNITY  
(Up to £ per Property)  
£ 2,000,000.00

PREMIUM  
(£ inclusive of I.P.T)  
£1.15

**MEMORANDUM OF ENDORSEMENT For Seller Cover**

**Definitions:**

The definitions referred to below shall be read as being in addition to those given or where repeated for the purpose of the cover provided to the seller under the Policy as an alternative to those in the Policy.

**Seller:** The Seller of the Property who has requested and paid for the Regulated Search in order to enable the sale of the Property to the Buyer;

**Buyer:** The person(s), corporate or incorporate body, named as Buyer in the exchanged contract for the purchase of the Property on whose behalf a Regulated Search has been undertaken or who relies upon a Regulated Search carried out on behalf of the seller of the Property by the Organisation and who has subsequently purchased the Property following receipt of the Regulated Search.

**Completion Date:** The date upon which the sale of the Property to the Buyer completed.

**Offer Price:** The lower of (i) the price agreed between the Seller and the Buyer for the sale of the Property prior to the completion Date (ii) the highest valuation of the Property obtained by the Seller from and estate agent prior to marketing the property with the estate agent.

**Sale Price:** The price actually paid by the Buyer to the Seller for the Property on the Completion Date as detailed in the exchanged contract.

**Seller Cover**

The cover under this Policy will be extended to provide the additional cover referred to below namely that:-

The Seller shall have cover starting on the Completion Date for the matters referred to in sub paragraph (ii) under the definition of Adverse Entry in this policy by revealing an Adverse Entry which should not have been revealed ('the Error') and which is the sole and direct cause of the Buyer renegotiating the Offer Price of the Property to the Sale Price and as a result of which renegotiation the Seller has suffered loss.

**Exclusions**

The Company shall be not liable to indemnify the Seller for any Error:

- (i) not disclosed in the Search
- (ii) in respect of any matter of which the Seller or his legal representative had Knowledge as at the date that contracts are exchanged with the Buyer for the purchase of the Property.
- (iii) Any Adverse Entry which arises after the Effective Date
- (iv) The cover for the Seller shall not apply where the transaction is a remortgage or the Property is used for commercial purposes

**Conditions**

All conditions referred to in the Policy shall apply

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**This policy document and the bordereau form the basis of the Insured's policy, and the contract between the Insured and the Insurer. Please read the documents and keep them safe.**

## COVER

In the event there is an Adverse Entry affecting the Property on the Policy Date directly arising from the Search which materially affects the market value of the Property as detailed in the Defect ("Claim") the Insurer will indemnify the Insured against:

- a. The cost of remedying the Adverse Entry (including but not limited to the provision of a further indemnity policy to cover the specific risk(s) revealed by the Adverse Entry) and/or any sums paid pursuant to any voluntary settlement or compromise of a Claim with the prior written consent of the Insurer or any final order, decision, judgment or permanent injunction awarded against the Insured to free the Property from the Claim
- b. Reduction in the market value of the Property used in accordance with the Insured Use the market value being the average of the estimates of two independent Valuers of the market value of the Property as defined from time to time in the guidelines issued by the Royal Institute of Chartered Surveyors at the date of a final order, decision, judgment or permanent injunction awarded against the Insured, or where the Insurer otherwise accepts liability, and being the difference between the market value of the Property as at the Policy Date on the assumption the Adverse Entry is unenforceable and the market value of the Property as at the Policy Date to the extent the Adverse Entry is held to be enforceable
- c. Any shortfall in the amount required to discharge the outstanding debt under the mortgage or charge where the Insured is a mortgagee and exercises its rights under the mortgage or charge, or where the Insurer otherwise accepts liability.
- d. Any damages or compensation (including costs and expenses) awarded against the Insured in any proceedings brought against the Insured or agreed in any voluntary settlement or compromise of a Claim with the prior written consent of the Insurer
- e. All other costs and expenses incurred by the Insured with the prior written consent of the Insurer including the costs of the Insurer in defending or settling the Claim on the Insured's behalf

## GENERAL PROVISIONS

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

## NON INVALIDATION

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

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

## IMPORTANT CONDITIONS

**In respect of each Property:-**

- a. In deciding to accept this policy in exchange for the Premium and in setting the terms and premium, the Insurer has relied on the assumptions made being correct and any information given by the Insured (or anyone acting on the Insured's behalf). The Insured must ensure that, when answering any questions asked by the Insurer, any information provided is accurate and complete and the Insurer is informed of any assumptions which cannot be met.
  - b. If the Insured deliberately or recklessly provides the Insurer with false or misleading information, the Insurer may treat this policy as if it never existed and decline all claims.
  - c. If the Insured provides the Insurer with false or misleading information carelessly, the Insurer may:
    - a. treat this policy as if it had never existed, and refuse to pay all claims and return the premium paid. However, the Insurer may only do so if it would not otherwise have provided the Insured with insurance cover at all;
-

- b. amend the terms of this insurance, and apply the amended terms as if they were already in place, if a claim has been adversely affected by the Insured's carelessness;
  - c. reduce the amount the Insurer will pay on a claim in the proportion the premium the Insured has paid bears to the premium the Insurer would have charged for the policy; or
  - d. take a similar proportionate action.  
The Insurer, or anyone acting on the Insurer's behalf, will write to the Insured if the Insurer intends to treat this policy as if it had never existed, or amend the terms of the policy.
- d. If the Insured becomes aware that the information given to the Insurer is inaccurate, the Insured must inform the Insurer as soon as practicable.
  - e. The Insured (or anyone acting on the Insured's behalf) shall not at any time disclose the existence of this policy to any third party other than bona fide prospective purchasers, their lenders, lessees and respective legal advisers without the Insurers written consent
  - f. The Insured shall not discuss the Defect with any party without the Insurer's written consent, who, it is reasonable to believe can as a result of the discussion make a Claim.
  - g. A bordereau is provided to the Insurer by the Policyholder in Excel format setting out the address of the Property, the Limit of Indemnity (being the purchase price of the Property) and the Policy Date (being the date of exchange of contracts for the purchase of the Property by the Insured) and that the bordereau is sent to the Insurer at the Insurer's Address within 14 days of the month end following the Policy Date and payment for all properties listed on the bordereau paid either by cheque payable to Stewart Title Limited or by BACS to HSBC Bank Plc, 60 Queen Victoria Street, London EC4N 4TR Account Name: Stewart Title Premium Collection Account, Sort Code 40-05-30, Account Number: 94573269 Reference: 160482

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

## COMPLAINTS PROCEDURE

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

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

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

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

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

## RIGHT TO CANCEL POLICY

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

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

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

## CLAIMS CONDITIONS

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

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

The Insured will not make any

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

## DEALING WITH THE CLAIM

- a. In dealing with the Claim the Insurer will at its discretion and cost be entitled to (whether or not the Insurer is liable under this policy):-
  - i. take or defend proceedings in any court or tribunal in the name of the Insured in any proceedings including the right to abandon or submit to judgment



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

### **THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

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

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

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## Important Consumer Protection Information

This search has been produced by Onesearch Direct (Address: Skypark SP1, 8 Elliot Place, Glasgow G3 8EP Telephone: 0800 052 0117 Fax: 0141 572 2033 or E-mail: [cs@onesearchdirect.co.uk](mailto:cs@onesearchdirect.co.uk)) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

### The Search Code:

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

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

### The Code's core principles

Firms which subscribe to the Search 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 all search services comply with the law, 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.**

### 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**

RESIDENTIAL

# HOMEBUYERS

## Search Report

### Date

05-09-2018

### Groundsure Reference

PIE-5309897

### Address

5, WEST WALL, PRESTEIGNE,  
POWYS, LD8 2BY

### Grid Reference

331417 264670

### Your Reference

739467

### PIE Reference

BROWN 28665/1

## PROFESSIONAL OPINION

### Contaminated Land



**PASSED**

Groundsure considers there is not a **High Potential Risk\*** that the site will be identified as **Contaminated Land\*\***. No further action is required in relation to Contaminated Land.

\*"High Potential Risk" is the level of risk which results in 1% of reports being In Need of Further Assessment.  
\*\* within the meaning set out in Part 2A of the Environmental Protection Act 1990

### Natural Ground Subsidence



**IDENTIFIED**

The property or an area within 25m has been assessed to have a **Moderate-High** potential for natural ground subsidence. **Please see Section 5.9 for further information.**

### River, coastal and surface water flooding



**HIGH**

The property or an area within 25m has been assessed to be at High risk of flooding. The JBA Insurability Index is N/A for this property. **Please see the Overview and Guidance section for further information.**

### Energy



**IDENTIFIED**

The property has been identified to lie within 5km of one or more energy features. **Please see section 7 for further information.**



No significant issues identified



Issues have been identified. Further investigation is recommended.



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



# Other Considerations

## Potential Infilled Land

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

## Coal Mining

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

## 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.

## 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. Please refer to Section 4 of this report. for further information.

## 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 and Section 5.8 for further guidance.

## Radon

The study site is located in an area where some properties are Radon Affected. Please refer to the Detailed Findings and Section 5.10 and 5.11 for further guidance.

## 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. Please note that this assessment takes account of both the original Phase 2b proposed route and the amended route proposed in 2016. As the Phase 2b route is still under consultation, Groundsure are providing information on both options until the final route is formally confirmed. Practitioners should take account of this uncertainty when advising clients.

Please note that no physical inspection of the property has been carried out in the preparation of this report. If you need any further assistance, please do not hesitate to contact the Groundsure helpline on 08444 159 000 quoting reference: PIE-5309897

# Environmental Overview and Guidance

## Recommendations – Contaminated Land

In view of the type and location of land use disclosed by this environmental report Groundsure were initially unable to certify this property. However, a Groundsure consultant has obtained and reviewed additional information on the property and presented this for further assessment. Our Risk Assessment Team has considered these findings and has concluded that these concerns are not significant. Groundsure consider that Contaminated Land issues are unlikely to have a significant impact on the security of the property in normal lending scenarios. We therefore recommend that no further action needs to be taken.

## Recommendations - Flood

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 **Low** 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. **Additionally an area within 25m of the property is recorded as having been subject to historic flooding.** 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 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, non-residential or the location of the report being over 10m from the main delivery point of the property. The insurability data is suitable only for residential properties. As an alternative you may wish to use the overall flood risk as a guide to potential insurability. On the 4th April 2016 the Flood Re scheme was implemented. The scheme is designed to provide affordable household insurance for residential properties within the UK, which are perceived to have a high flood risk. Insurance companies are able to cede residential properties they consider to have a flood risk into the Flood Re scheme. Annual premiums and excesses are then capped depending on the council tax band for individual properties.

There are some exclusions to the Flood Re scheme and these include; commercial properties (including buy to let), new homes built after 1st January 2009 and blocks of flats with three or more units. Flood Re is designed to run for 25 years, to allow time for the Government, local authorities, insurers and communities to become better prepared for flooding. After this period, the market is expected to return to risk reflective pricing, and properties with flood risks that have not been mitigated may face significantly increased premiums and/or difficulty in obtaining cover.

The JBA Insurability Index is categorised on a fivefold scale and also includes a statement of the possibility of insurance companies ceding the property into the Flood Re scheme (subject to terms, applicant's status and individual insurers' approach to risk, historical flooding events at the property, exclusions to the Flood Re scheme 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. Very low possibility of insurance companies ceding the property into the Flood Re scheme unless the property has flooded in the past.
- **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. Low possibility of insurance companies ceding the property into the Flood Re scheme unless the property has flooded in the past.
- **Red** indicates a level of flood hazard such that standard priced insurance covering flood risk may be more difficult to obtain. Low to moderate possibility of insurance companies ceding the property into the Flood Re scheme unless the property has flooded in the past.

- **Black 1** indicates a level of flood hazard such that standard priced insurance covering flood risk may be significantly more difficult to obtain. Moderate to high possibility of insurance companies ceding the property into the Flood Re scheme, especially if the property has flooded in the past.
- **Black 2** indicates a level of flood hazard such that standard priced insurance covering flood risk may be extremely difficult to obtain. High possibility of insurance companies ceding the property into the Flood Re scheme, especially if the property has flooded in the past.

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.

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

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

As the site lies within or in close proximity to an area with a **Low** risk rating in the RoFRaS database, it is considered by the Environment Agency/Natural Resources Wales to have a chance of flooding of between 1 in 1000 (0.1%) and 1 in 100 (1%) in any given year.

### Guidance

The Environment Agency/Natural Resources Wales 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 there is a much higher likelihood of increased insurance premiums or the flood risk part of the insurance premium being ceded to Flood Re. 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/Natural Resources Wales's Flood Warning scheme on 0345 988 1188 or at [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk). Please see Section 5.1 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.

## Surface Water Flooding

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. This data is provided by JBA Risk Management. Please see Section 5.7 for further details.



## Historic Flood Events

The property or an area within 25m of the centre of the property has been identified to have been subject to historic flooding by the Environment Agency/Natural Resources Wales. A prudent purchaser may wish to make further enquiries regarding the flood event(s). Further information could be obtained from the seller, the Environment Agency/Natural Resources Wales, or the lead local flood authority (the county council or unitary authority).

### Guidance

Over 23,500 separate events are recorded within the Environment Agency/Natural Resources Wales's national database on historic flood events. 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 national Environment Agency/Natural Resources Wales do not currently have records of flooding within the area. Local Environment Agency/Natural Resources Wales offices and Local Authorities may have records of smaller-scale flooding and homeowners are also advised to check their TA6 Property Information form for any records of flooding. 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 5.6 for further details.

## Areas Benefiting from Flood Defences

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

## Proposed Flood Defences

The property does not lie in or within 25m of an area the Environment Agency/Natural Resources Wales 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.

## 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 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 flood plain 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/Natural Resources Wales's RoFRaS database in addition to surface water (pluvial) flooding and historic flood events.

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# Overview of Findings

Factor	Assessment	Subsection
<b>Potentially Contaminative Historical Land Uses</b>		
1:10,000 & 1:10,560 scale Historical Data	Passed	1.1
Potentially Infilled Land (1:10,000 & 1:10,560 scale survey)	Identified	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/Natural Resources Wales 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
Historic IPC Authorisations	Passed	3.3
Part A(1) Authorised Processes	Passed	3.4
Part A(2) and Part B Authorised Processes and Enforcements	Passed	3.5
Red List Discharge Consents	Passed	3.6
Water Industry Referrals	Passed	3.7
List 1 Dangerous Substances	Passed	3.8
List 2 Dangerous Substances	Passed	3.9
Dangerous or Hazardous Sites	Passed	3.10
Sites Determined as Contaminated Land under Part 2A EPA 1990	Passed	3.11
Environment Agency/Natural Resources Wales Recorded Pollution Incidents	Passed	3.12
Hazardous Substance Consents and Enforcements	Passed	3.13
<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)	No	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
Designated Ancient Woodland	Yes	4.11

Factor	Assessment	Subsection
<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?	Low	5.1
Are there any Areas Benefiting from Flood Defences within 250m?	No	5.2
Are there any flood defences within 250m of the study site?	No	5.3
Are there any Proposed Flood Defences within 250m of the study site?	No	5.4
Are there any Areas Used for Flood Storage within 250m?	No	5.5
Has the site or an area within 25m been subject to past flooding as recorded by the Environment Agency/Natural Resources Wales?	Yes	5.6
What is the maximum Surface Water flood risk identified within 25m of the centre of the property?	Negligible	5.7
What is the maximum susceptibility to Groundwater Flooding in proximity to the study site?	Potential at surface	5.8
Natural Ground Subsidence	Moderate - High	5.9
Radon	The property is in a Radon Affected Area, as between 1 and 3% of properties are above the Action Level	5.10
Radon Protective Measures	No radon protective measures are necessary	5.11
<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>Energy</b>		
Existing oil, gas, shale gas or coalbed methane wells	No	7.1
Proposed oil, gas, shale gas or coalbed methane wells	No	7.2
Existing wind farms	No	7.3
Proposed wind power projects	Yes	7.4
Existing solar farms	No	7.5
Proposed solar farms	No	7.6
Existing power stations	No	7.7
Existing Nuclear Establishments	No	7.8
Proposed Energy and other large Infrastructure Projects	No	7.9
<b>Additional Information</b>		
Ofcom Sitefinder Mobile Phone Mast Records	No	8.1
Mobile Phone Mast Planning Records	No	8.2
Overhead Electricity Transmission Lines and Pylons	No	8.3

# Aerial Photograph



Aerial photography supplied by Getmapping PLC.  
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Site Address: 5, WEST WALL, PRESTEIGNE, POWYS, LD8 2BY  
Grid Reference: 331417 264670  
Date of aerial image capture: 12-08-2015



# 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/Natural Resources Wales (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/Natural Resources Wales. 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/Natural Resources Wales (Agency) and the British Geological Survey (BGS). Data supplied by Environment Agency/Natural Resources Wales 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, 3.4, 3.6-3.11 and 3.14** – This information is supplied by the Environment Agency/Natural Resources Wales.

**Section 3.5, 3.13 and 3.15** – This information is supplied by Local Authorities.

**Section 3.12** – 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/Natural Resources Wales.

**Sections 5.2 to 5.6** – 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/Natural Resources Wales.

**Sections 5.8-5.9** – 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 8.1 and Section 8.2** - Provides information on records of Ofcom-registered mobile phone masts and mobile mast planning records up to 250m.

**Section 8.3** – 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
76	W	Unspecified Pit	1902
116	W	Old Gravel Pit	1884
117	W	Unspecified Pit	1949
117	W	Unspecified Pit	1927
118	W	Unspecified Pit	1938
118	W	Unspecified Pit	1938
119	E	Unspecified Ground Workings	1927
119	E	Unspecified Ground Workings	1902
123	E	Unspecified Pit	1938
123	E	Unspecified Pit	1938
124	W	Unspecified Pit	1949
159	NW	Refuse Heap	1990
159	NW	Refuse Heap	1978
175	SW	Smithy	1902
200	NW	Unspecified Ground Workings	1949
200	NW	Unspecified Ground Workings	1927
200	NW	Unspecified Ground Workings	1902
200	NW	Unspecified Ground Workings	1884
211	NW	Pumping Stations	1938
244	E	Tannery	1884

## 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
76	W	Unspecified Pit	1902
104	N	Pond	1949
116	W	Old Gravel Pit	1884
117	W	Unspecified Pit	1949
117	W	Unspecified Pit	1927
118	W	Unspecified Pit	1938
118	W	Unspecified Pit	1938
119	E	Unspecified Ground Workings	1927
119	E	Unspecified Ground Workings	1902
123	E	Unspecified Pit	1938
123	E	Unspecified Pit	1938
124	W	Unspecified Pit	1949
159	NW	Refuse Heap	1990
159	NW	Refuse Heap	1978
200	NW	Unspecified Ground Workings	1949
200	NW	Unspecified Ground Workings	1927
200	NW	Unspecified Ground Workings	1902
200	NW	Unspecified Ground Workings	1884

### 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?	Yes
Risk Assessment	Passed

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

Distance (m)	Direction	Use	Date
72	SW	Unspecified Tank	1889

### 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: Database searched and no data 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: Database searched and no data 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: Database searched and no data found. No further action is recommended.

## 1.7 Historical Military/Ordnance Sites

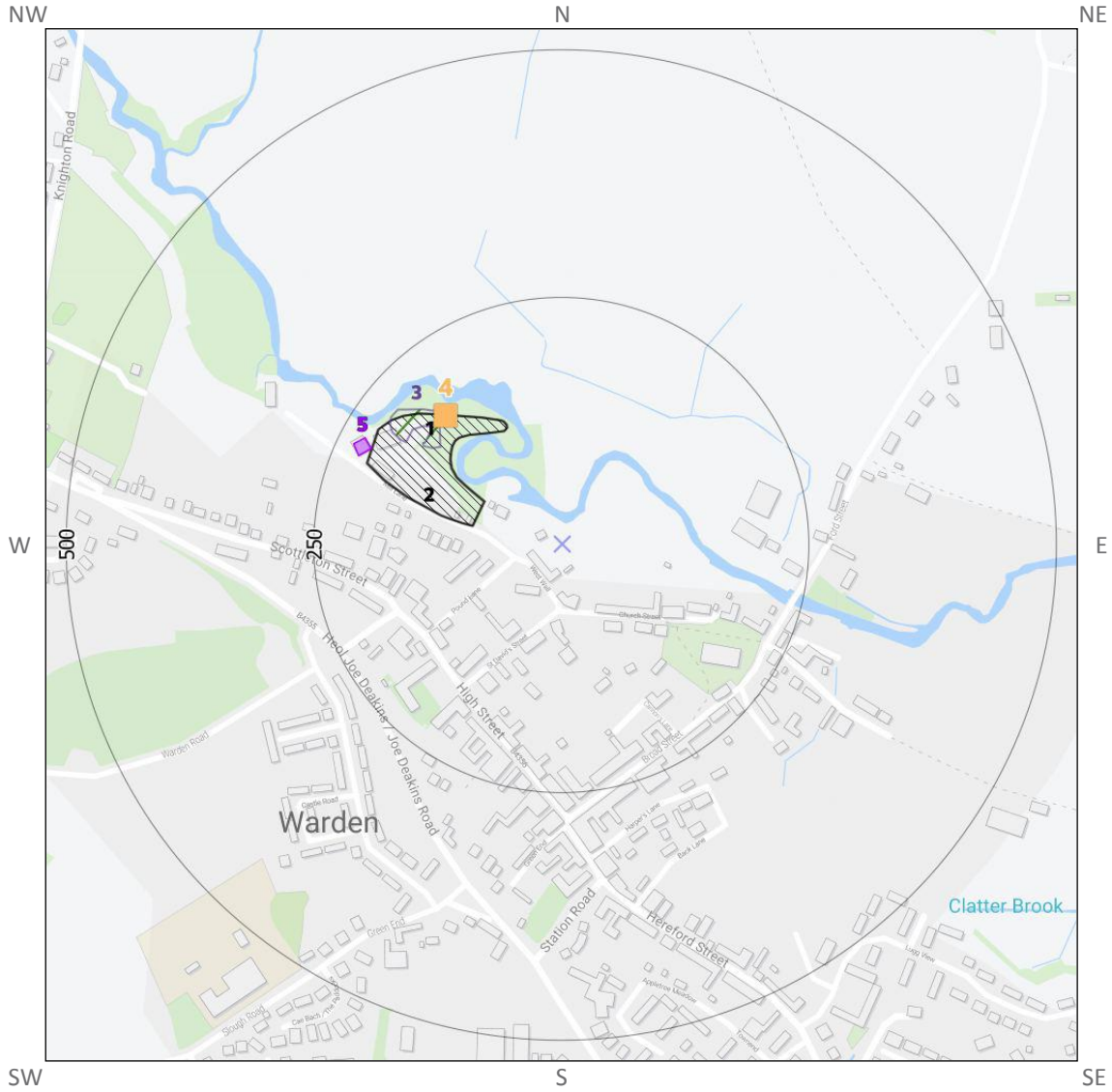
Analysis of historic military records has identified the following information.

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

Guidance: Database searched and no data found. No further action is recommended.

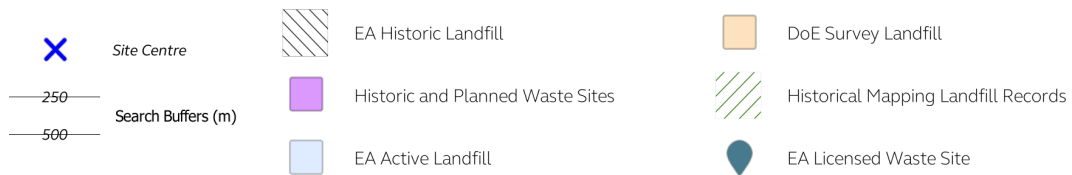
## 2. Landfill and Waste Sites

### Landfill and Waste Sites Map



Landfill and Waste Sites Map

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## 2.1 Landfill Sites

Are there any operational or non-operational landfill sites within 500m of the search centre?	Yes
Risk Assessment	Passed

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

### 2.1.1 Environment Agency/Natural Resources Wales Active Landfill Sites

Database searched and no data found.

### 2.1.2 Environment Agency/Natural Resources Wales Historic Landfill Sites

The following records are represented as polygons on the Landfill and Waste Sites map. Only polygons within 500m of the property are detailed.

ID	Distance (m)	Direction	Details		
1	89	NW	Site Address: Mill Lane, Mill Lane, Presteigne, Radnorshire Site Reference: 6850/0042 Waste Type: Inert, Commercial, Household Environmental Permitting Regulations (Waste) Reference: -	Licence Issued: Licence Surrendered: Licence Holder Address: -	First Input: 31/12/1965 Last Input: 31/12/1975 Control Measures: -
2	89	NW	Site Address: Mill Lane, Mill Lane, Presteigne, Radnorshire Site Reference: 6850/0042 Waste Type: Inert, Commercial, Household Environmental Permitting Regulations (Waste) Reference: -	Licence Issued: Licence Surrendered: Licence Holder Address: -	First Input: 31/12/1965 Last Input: 31/12/1975 Control Measures: -

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

The following records are represented as points on the Landfill and Waste Sites map. Only points within 500m of the property are detailed.

ID	Distance (m)	Direction	Address	Details	
4	175	NW	Incineration Buildings, Mill Lane, Presteigne, Rads	Risk: No risk to aquifer Waste Type: N/A	Geology Information: N/A BGS Number: 1467 Additional Information:

## 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?	Yes
Risk Assessment	Passed

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

The following records are represented as polygons on the Landfill and Waste Sites map. Only polygons within 500m of the property are detailed.

ID	Distance (m)	Direction	Site Address	Source	Data Type
3	157	NW	Refuse Tip	1974 mapping	Polygon

## 2.3 Waste Sites

Are there any operational or non-operational waste treatment, transfer or disposal sites within 500m 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 polygons on the Landfill and Waste Sites map. Only polygons within 500m of the property are detailed.

ID	Distance (m)	Direction	Details	
5	215	NW	<b>Type of Site:</b> Refuse Destructor <b>Site Address:</b> N/A <b>Details:</b> N/A <b>Date:</b> 1974	<b>Further Details:</b> N/A <b>Data Source:</b> Historic Mapping

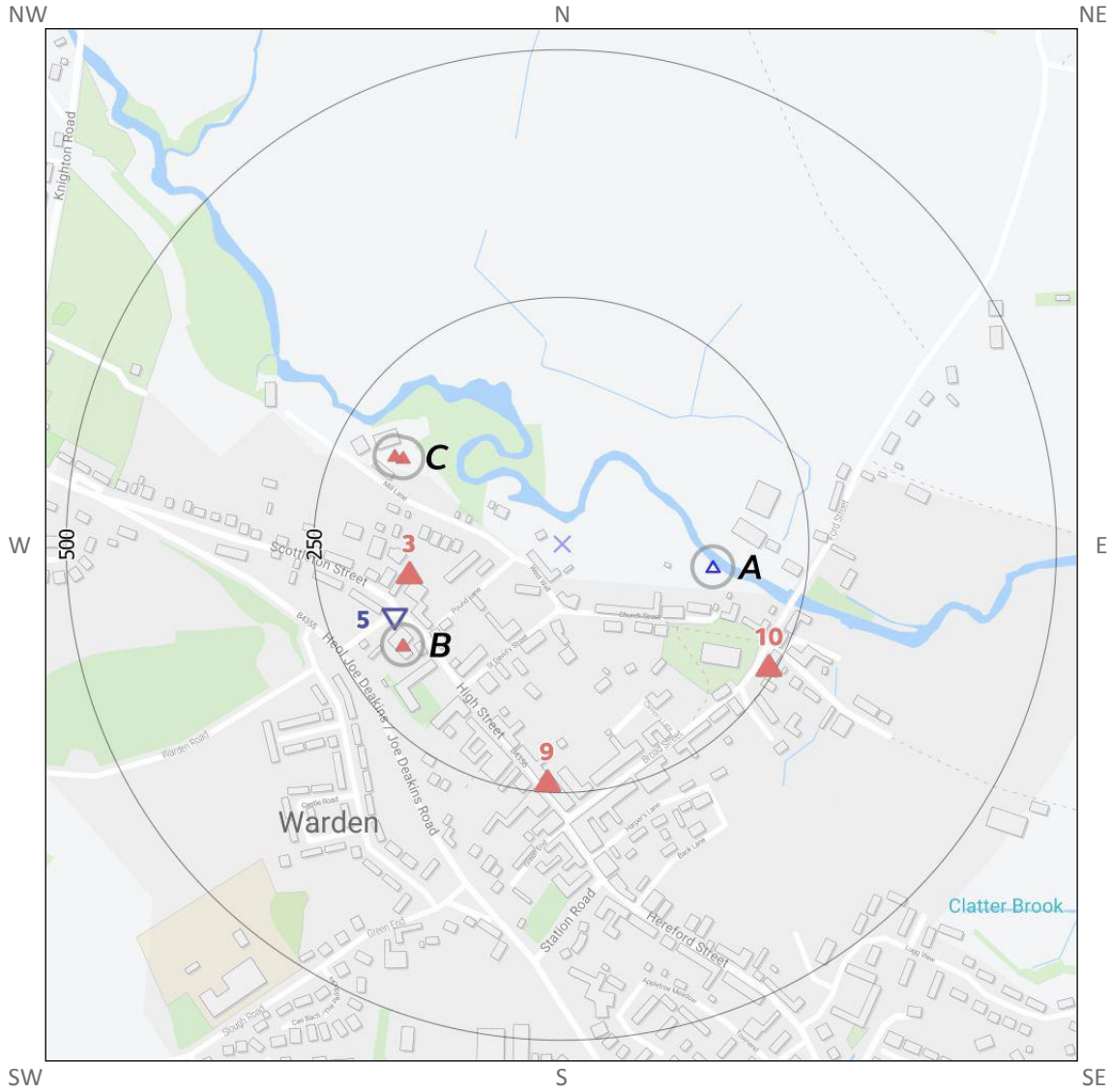
## 2.4 Environment Agency/Natural Resources Wales Licensed Waste Sites

Are there any Environment Agency/Natural Resources Wales 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.

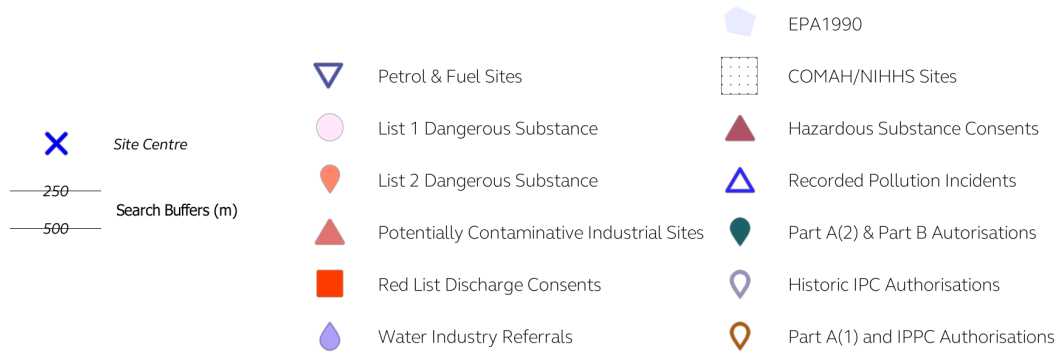
# 3. Industrial Sites and Processes

## Industrial Sites and Processes Map



Industrial Sites and Processes Map

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## 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
3	157	W	Electricity Sub Station	LD8	Electrical Features	Infrastructure and Facilities
C4	183	NW	Tank	LD8	Tanks (Generic)	Industrial Features
B6	189	SW	Presteigne Service Station	Presteigne Service Station, High Street, Presteigne, LD8 2BE	Petrol and Fuel Stations	Road and Rail
B7	189	SW	B W Roberts & Son Ltd	Presteigne Service Station, High Street, Presteigne, LD8 2BE	Petrol and Fuel Stations	Road and Rail
C8	191	NW	Council Depot	LD8	Container and Storage	Transport, Storage and Delivery
9	238	S	M G Sewing Services	Baggies 5, High Street, Presteigne, LD8 2BA	Curtains and Blinds	Consumer Products
10	242	SE	Electricity Sub Station	LD8	Electrical Features	Infrastructure and Facilities

## 3.2 Petrol and Fuel Sites

Are there any petrol and fuel 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	Status
5	183	SW	Pace	Presteigne Service Station	Open

## 3.3 Historic IPC Authorisations

Records of historic IPC Authorisations within 500m of the study site:	No
Risk Assessment	Passed

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

## 3.4 Part A(1) Authorised Processes

Records of Part A(1) and IPPC Authorised Activities within 500m of the study site:	No
--	----



Risk Assessment	Passed
-----------------	--------

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

### 3.5 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.

### 3.6 Red List Discharge Consents

Are there any Red List Discharge Consents 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.

### 3.7 Water Industry Referrals

Are there any Water Industry Referrals 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.

### 3.8 List 1 Dangerous Substances

Are there any List 1 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.

### 3.9 List 2 Dangerous Substances

Are there any List 2 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.

### 3.10 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.

### 3.11 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.

## 3.12 Environment Agency/Natural Resources Wales Recorded Pollution Incidents

Are there any Environment Agency/Natural Resources Wales 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	Air Impact	Pollutant
A1	155	E	20/04/2016	Other	Category 4 (No Impact)	Other	Soils and Clay
A2	155	E	20/04/2016	Other	Category 4 (No Impact)	Other	Soils and Clay

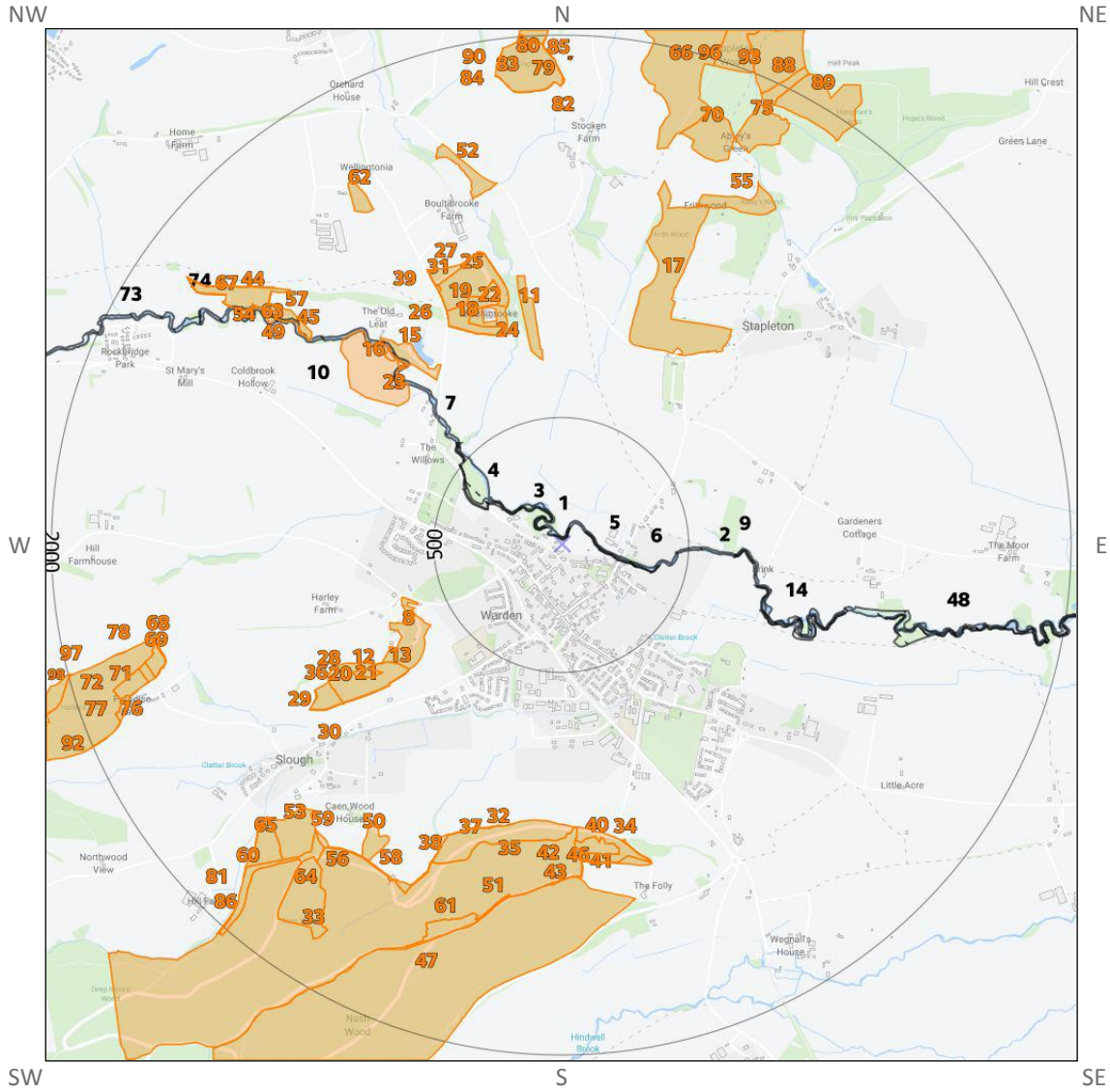
## 3.13 Hazardous Substance Consents and Enforcements

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.

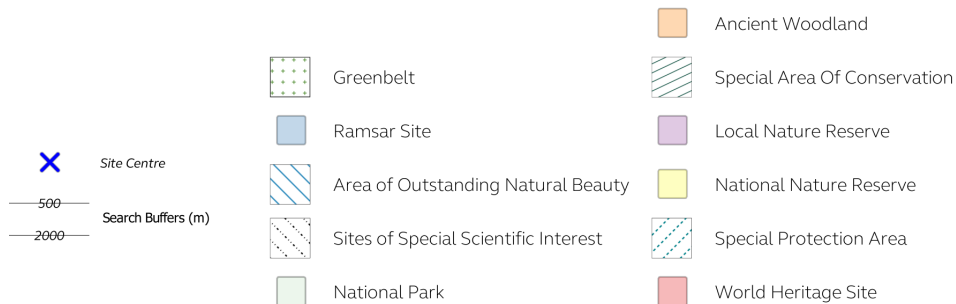
# 4. Designated Environmentally Sensitive Sites

## Designated Environmentally Sensitive Sites Map



Designated Environmentally Sensitive Sites Map

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## Designated Environmentally Sensitive Sites

Presence of Designated Environmentally Sensitive Sites within 2000m of the study site?	Yes
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### 4.1 Sites of Special Scientific Interest (SSSI)

Records of Sites of Special Scientific Interest (SSSI) within 2000m of the study site:	13
--	----

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

ID	Distance (m)	Direction	SSSI Name	Data Source
1	21	N	RIVER LUGG	Natural Resources Wales
2	22	N	River Lugg	Natural England
3	91	NW	RIVER LUGG	Natural Resources Wales
4	102	NW	RIVER LUGG	Natural Resources Wales
5	107	NE	RIVER LUGG	Natural Resources Wales
6	375	E	RIVER LUGG	Natural Resources Wales
7	504	NW	RIVER LUGG	Natural Resources Wales
9	681	E	RIVER LUGG	Natural Resources Wales
10	701	NW	RIVER LUGG	Natural Resources Wales
14	780	E	RIVER LUGG	Natural Resources Wales
48	1305	E	RIVER LUGG	Natural Resources Wales
73	1660	NW	RIVER LUGG	Natural Resources Wales
74	1678	NW	RIVER LUGG	Natural Resources Wales

### 4.2 Ramsar sites

Records of Ramsar sites within 2000m of the study site:	0
---	---

Database searched and no data found.

### 4.3 National Nature Reserves

Records of National Nature Reserves (NNR) within 2000m 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 2000m of the study site:	0
--	---

Database searched and no data found.

### 4.5 Special Protection Areas (SPA)

Records of Special Protection Areas (SPA) within 2000m of the study site:	0
---	---

Database searched and no data found.

### 4.6 Local Nature Reserves (LNR)



Records of Local Nature Reserves (LNR) within 2000m of the study site:	0
--	---

Database searched and no data found.

## 4.7 World Heritage Sites

Records of World Heritage Sites within 2000m of the study site:	0
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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 2000m of the study site:	0
---	---

Database searched and no data found.

## 4.9 National Parks

Records of National Parks within 2000m of the study site:	0
---	---

Database searched and no data found.

## 4.10 Green Belt

Records of Green Belt land within 2000m of the study site:	0
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Database searched and no data found.

## 4.11 Designated Ancient Woodland

Records of Ancient Woodland within 2000m of the study site:	85
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The following Ancient Woodland Records records are provided by Natural England/Natural Resources Wales:

ID	Distance (m)	Direction	Ancient Woodland Name	Ancient Woodland Type
8	601	SW	Unknown	Restored Ancient Woodland Site
11	730	N	UNKNOWN	Ancient Replanted Woodland
12	770	SW	Unknown	Restored Ancient Woodland Site
13	776	SW	SILIA WOOD	Ancient Replanted Woodland
15	811	NW	Unknown	Restored Ancient Woodland Site
16	827	NW	Unknown	Ancient Replanted Woodland
17	835	N	UNKNOWN	Ancient and Semi-Natural Woodland
18	851	N	Unknown	Ancient Replanted Woodland
19	852	N	Unknown	Restored Ancient Woodland Site
20	863	SW	SILIA WOOD	Ancient Replanted Woodland
21	871	SW	SILIA WOOD	Ancient Replanted Woodland
22	884	N	Unknown	Restored Ancient Woodland Site
23	932	NW	Unknown	Restored Ancient Woodland Site
24	957	N	Unknown	Ancient Replanted Woodland

ID	Distance (m)	Direction	Ancient Woodland Name	Ancient Woodland Type
25	958	N	Unknown	Ancient and Semi-Natural Woodland
26	990	NW	Unknown	Ancient Replanted Woodland
27	1041	N	Unknown	Restored Ancient Woodland Site
28	1047	SW	SILIA WOOD	Ancient Replanted Woodland
29	1053	SW	Unknown	Ancient Replanted Woodland
30	1062	SW	SILIA WOOD	Ancient Replanted Woodland
31	1073	NW	Unknown	Ancient Replanted Woodland
32	1083	S	Unknown	Ancient Replanted Woodland
33	1107	S	Unknown	Ancient Replanted Woodland
34	1107	S	Unknown	Ancient and Semi-Natural Woodland
35	1110	S	CAEN DEEP MOORS AND RADNOR WOODS	Ancient Replanted Woodland
36	1120	SW	SILIA WOOD	Ancient Replanted Woodland
37	1124	S	CAEN DEEP MOORS AND RADNOR WOODS	Ancient Replanted Woodland
38	1133	S	Unknown	Ancient Replanted Woodland
39	1137	NW	Unknown	Ancient Replanted Woodland
40	1152	S	Unknown	Ancient and Semi-Natural Woodland
41	1181	S	Unknown	Ancient and Semi-Natural Woodland
42	1190	S	Unknown	Restored Ancient Woodland Site
43	1252	S	CAEN DEEP MOORS AND RADNOR WOODS	Ancient Replanted Woodland
44	1271	NW	Unknown	Restored Ancient Woodland Site
45	1272	NW	Unknown	Ancient Replanted Woodland
46	1298	S	CAEN DEEP MOORS AND RADNOR WOODS	Ancient Replanted Woodland
47	1303	S	UNKNOWN	Ancient Replanted Woodland
49	1307	NW	Unknown	Ancient Replanted Woodland
50	1323	SW	Unknown	Restored Ancient Woodland Site
51	1385	S	CAEN DEEP MOORS AND RADNOR WOODS	Ancient Replanted Woodland
52	1400	N	Unknown	Ancient and Semi-Natural Woodland
53	1420	SW	Unknown	Ancient and Semi-Natural Woodland
54	1421	NW	Unknown	Ancient Replanted Woodland
55	1429	N	UNKNOWN	Ancient and Semi-Natural Woodland
56	1451	SW	Unknown	Ancient Replanted Woodland
57	1451	NW	Unknown	Ancient Replanted Woodland
58	1466	SW	CAEN DEEP MOORS AND RADNOR WOODS	Ancient Replanted Woodland
59	1476	SW	Unknown	Ancient and Semi-Natural Woodland

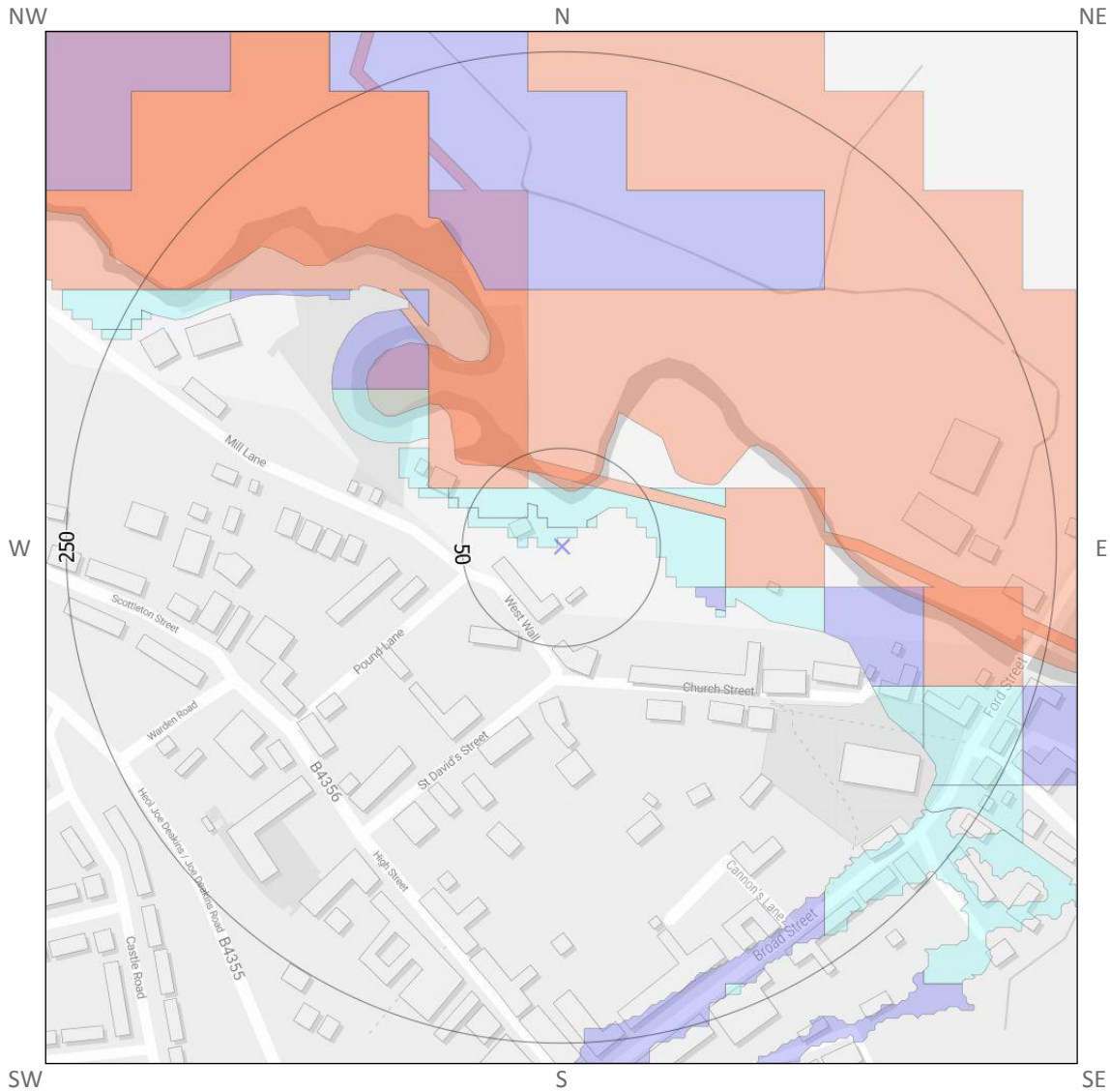
ID	Distance (m)	Direction	Ancient Woodland Name	Ancient Woodland Type
60	1476	SW	Unknown	Restored Ancient Woodland Site
61	1484	S	Unknown	Restored Ancient Woodland Site
62	1508	NW	Unknown	Ancient and Semi-Natural Woodland
63	1514	NW	Unknown	Ancient Replanted Woodland
64	1561	SW	Unknown	Other Ancient Woodland
65	1574	SW	Unknown	Ancient and Semi-Natural Woodland
66	1600	N	UNKNOWN	Ancient Replanted Woodland
67	1600	NW	Unknown	Ancient Replanted Woodland
68	1615	W	Unknown	Ancient and Semi-Natural Woodland
69	1617	W	Unknown	Ancient Replanted Woodland
70	1620	N	UNKNOWN	Ancient Replanted Woodland
71	1621	W	Unknown	Ancient and Semi-Natural Woodland
72	1643	W	Unknown	Restored Ancient Woodland Site
75	1705	NE	UNKNOWN	Ancient and Semi-Natural Woodland
76	1705	W	Unknown	Ancient Replanted Woodland
77	1760	W	Unknown	Ancient and Semi-Natural Woodland
78	1767	W	Unknown	Ancient and Semi-Natural Woodland
79	1780	N	Unknown	Ancient and Semi-Natural Woodland
80	1782	N	Unknown	Ancient and Semi-Natural Woodland
81	1793	SW	CAEN DEEP MOORS AND RADNOR WOODS	Ancient Replanted Woodland
82	1801	N	Unknown	Ancient and Semi-Natural Woodland
83	1807	N	Unknown	Ancient and Semi-Natural Woodland
84	1837	N	Unknown	Ancient and Semi-Natural Woodland
85	1847	N	Unknown	Ancient and Semi-Natural Woodland
86	1894	SW	CAEN DEEP MOORS AND RADNOR WOODS	Ancient Replanted Woodland
87	1902	N	Unknown	Ancient and Semi-Natural Woodland
88	1910	NE	UNKNOWN	Ancient and Semi-Natural Woodland
89	1917	NE	UNKNOWN	Ancient Replanted Woodland
90	1924	N	Unknown	Ancient and Semi-Natural Woodland
91	1928	N	Unknown	Ancient and Semi-Natural Woodland
92	1931	SW	Unknown	Ancient and Semi-Natural Woodland
93	1937	NE	UNKNOWN	Ancient Replanted Woodland
94	1965	N	STOCKING WOOD	Ancient Replanted Woodland
95	1967	N	Unknown	Ancient Replanted Woodland

ID	Distance (m)	Direction	Ancient Woodland Name	Ancient Woodland Type
96	1973	N	UNKNOWN	Ancient and Semi-Natural Woodland
97	1985	W	Unknown	Ancient and Semi-Natural Woodland
98	1992	W	Unknown	Restored Ancient Woodland Site









# 5. Natural Hazards and Additional Factors

## Environment Agency/Natural Resources Wales River and Coastal Flood Map



Environment Agency/Natural Resources Wales River and Coastal Flood Map

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- |   |                    |   |          |   |                                      |
|---|--------------------|---|----------|---|--------------------------------------|
|  | Site Centre        |  | Very Low |  | Proposed Flood Defence Scheme        |
|  | Search Buffers (m) |  | Low      |  | Flood Defences                       |
|  |                    |  | Medium   |  | Areas Benefiting from Flood Defences |
|   |                    |  | High     |  | Areas used for Flood Storage         |

# Environment Agency/Natural Resources Wales Recorded Historic Flood Events Map

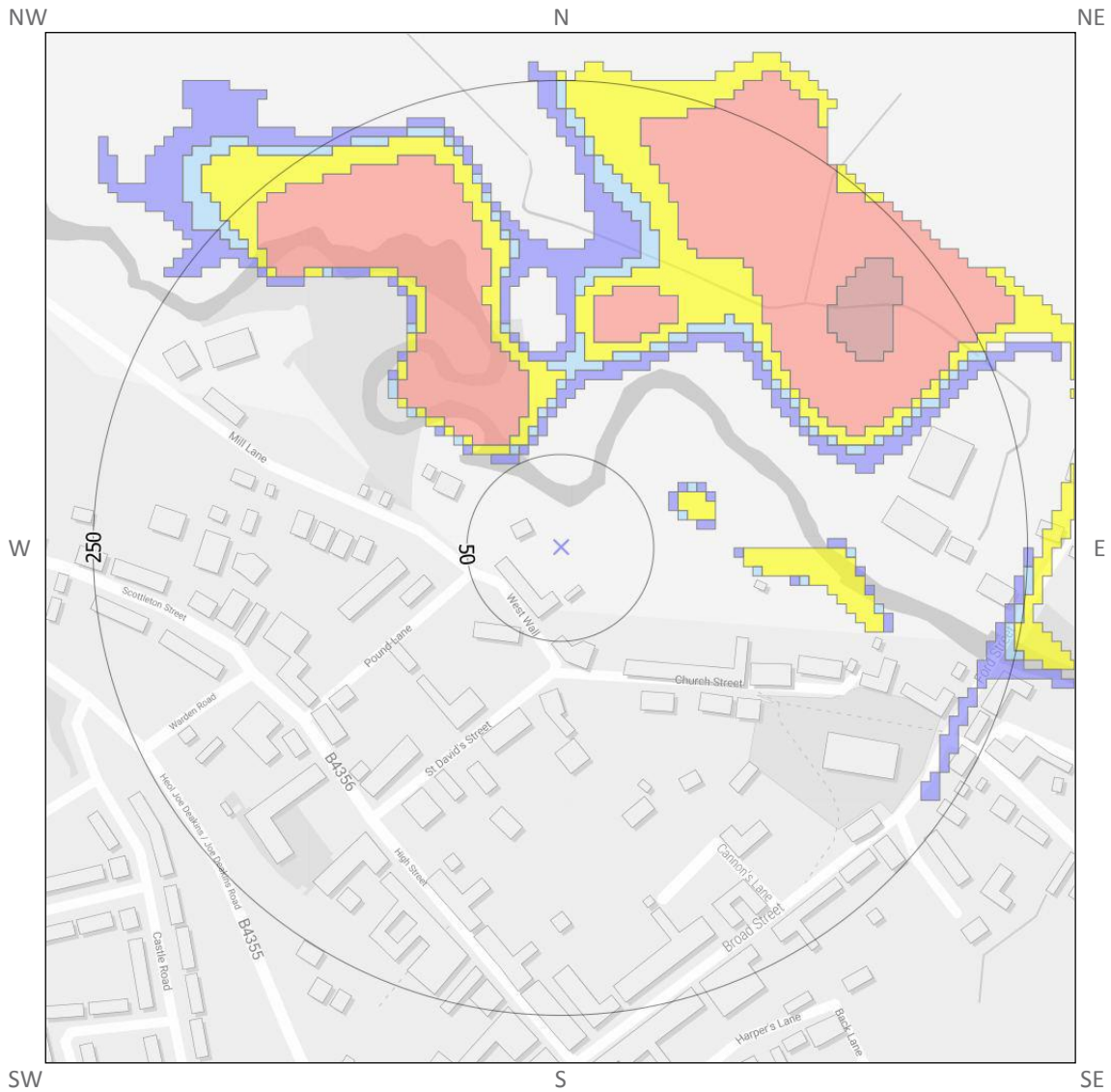


Environment Agency/Natural Resources Wales Recorded Historic Flood Events Map

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## JBA Surface Water (Pluvial) Flood Map



JBA Surface Water (Pluvial) Flood Map

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## 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?	Low

The Environment Agency/Natural Resources Wales 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 Low (greater than 1 in 1000 but less than 1 in 100) 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
2	W	Low
10	N	Low
16	NE	Low
29	N	High
34	N	High

## 5.2 Areas Benefiting from Flood Defences

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

Guidance: 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.

## 5.3 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/Natural Resources Wales.

## 5.4 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/Natural Resources Wales. Please note that proposed flood defence schemes will not influence the current RoFRaS ratings for the site until they have been constructed.

## 5.5 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/Natural Resources Wales'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/Natural Resources Wales's projects over £100K that will change or sustain the standards of flood defence in England and Wales over the next 5 years. It also includes the equivalent schemes for all Local Authority and Internal Drainage Boards. 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/Natural Resources Wales, 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/Natural Resources Wales and that they have applied their expert knowledge to create conclusions that are as reliable as possible. The Environment Agency/Natural Resources Wales 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/Natural Resources Wales'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/Natural Resources Wales, including water conveyance routes. Development within Flood Storage Areas is severely restricted.

## 5.6 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/Natural Resources Wales?	Yes
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This database shows the individual footprint of every flood event recorded in the Environment Agency/Natural Resources Wales'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/Natural Resources Wales 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.

The following records are displayed on the Historic Flood Outlines Map above:

ID	Distance (m)	Direction	Event Name	Date of flood	Flood Source	Flood Cause
1	0	on site	Lugg At Presteigne & Hindwell	01-04-1947 01-04-1947	Main river	Channel capacity exceeded (no raised defences)
2	27	N	Lugg At Presteigne & Hindwell	01-04-1947 01-04-1947	Main river	Channel capacity exceeded (no raised defences)
3	176	E	Lugg At Presteigne & Hindwell	01-04-1947 01-04-1947	Main river	Channel capacity exceeded (no raised defences)
4	185	E	Lugg At Presteigne & Hindwell	01-04-1947 01-04-1947	Main river	Channel capacity exceeded (no raised defences)

## 5.7 JBA Surface (Pluvial) Water 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
50	NW	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**

## 5.8 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
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.

## 5.9 Natural Ground Subsidence

What is the potential for natural ground subsidence* within the search area?	Moderate - High
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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.

## 5.10 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
---	--

Guidance: Public Health England (PHE) recommends a radon 'Action Level' of 200 becquerels per cubic metre for the annual average of the radon gas concentration in a home. Where 1% or more of homes are estimated to exceed the Action Level (i.e. are in an Intermediate or Higher probability radon area) the area should be regarded as a radon Affected Area.

This report informs you whether the property is in a radon Affected Area and the percentage of homes that are estimated to be at or above the radon Action Level. This does not necessarily mean there is a radon problem in the property; the only way to find out whether it is above or below the Action Level is to carry out a radon measurement in an existing property.

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

The information in this report provides an answer to one of the standard legal enquiries on house purchase in England and Wales, known as CON29 Standard Enquiry of Local Authority (part 1); 3.13 Radon Gas: Location of the Property in a Radon Affected Area.

If you are buying a currently occupied property in a Radon Affected Area, you should ask the present owner whether radon levels have been measured in the property. If they have, ask whether the results were above the Radon Action Level and if so, whether remedial measures were installed, radon levels were re-tested, and the results of re-testing confirmed the effectiveness of the measures.

Further information on radon is available from PHE or [www.ukradon.org](http://www.ukradon.org)

## 5.11 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.



## Notes on Radon

### RISKS OF RADON

Radon is a radioactive gas which occurs naturally. It has no taste, smell or colour. Special devices are needed to measure it. Radon comes out of the ground. Outdoors, it is diluted to very low levels. However, in some cases the radon level indoors can build up to high concentrations. In such cases, it does pose a serious risk to health.

### ACTION LEVEL FOR RADON

Public Health England (PHE) recommends that radon levels should be reduced in homes where the average is more than 200 becquerels per cubic metre of air (Bq m<sup>-3</sup>). This recommendation has been endorsed by the Government. This Action Level refers to the annual average concentration in a home, so radon measurements are carried out with two detectors (in a bedroom and living room) over three months, to average out short-term fluctuations.

### RADON AFFECTED AREAS

PHE defines radon Affected Areas as those with a 1% probability or more of a home having radon above the Action Level. PHE recommends that people in Affected Areas should test their homes for radon.

### HOW TO REDUCE RADON LEVELS

PHE advises that radon gas should be measured in all properties within radon Affected Areas and that homes with radon levels above the Action Level (200 Bq m<sup>-3</sup>) should be remediated, preferably to below the Target Level of 100 Bq m<sup>-3</sup>. Householders with levels between the Target Level and Action Level should seriously consider reducing their radon level, especially if they are at greater risk, such as if they are current or ex smokers.

Indoor radon levels can usually be substantially reduced at a cost comparable to many home improvements, such as replacing carpets. Details of methods of reducing radon levels are given on the Building Research Establishment Website.

## 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
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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 the Coal Authority Coal Mining Records section above.

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 information 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 500m of the centre of the study site?	No
--	----

Guidance: No further action required.

## 7. Energy

### 7.1 Existing oil, gas, shale gas or coalbed methane wells

Count of records of existing oil, gas, shale gas or coalbed methane wells within 5km of the property	0
--	---

Guidance: No records of oil, gas, shale gas or coalbed methane wells have been identified within 5km of the property. The dataset is taken from the Oil and Gas Authority (OGA) register of onshore wells and is updated monthly. No further action is recommended in regard to this aspect of the report.

### 7.2 Proposed oil, gas, shale gas or coalbed methane wells

Count of Proposed oil, gas, shale gas or coalbed methane wells within 5km of the property	0
---	---

Guidance: No records of planning applications relating to oil, gas, shale gas or coalbed methane wells have been identified within 5km of the property. The dataset is unique to Groundsure and is derived from local authority planning records. The data is updated weekly. No further action is recommended in regard to this aspect of the report.

### 7.3 Existing wind farms

Count of existing wind farms	0
------------------------------	---

Guidance: No records of wind projects registered with the UK Wind Energy Database (UKWED) have been identified within 5km of the property. The dataset is taken from Renewables UK and is provided for information only, with no guarantee given as to its completeness or accuracy. Renewables UK are excluded from any liability for any such inaccuracies or errors. Groundsure would advise further independent research of any sites of interest to determine exact locations and details of projects. No further action is recommended in regard to this aspect of the report.

### 7.4 Proposed wind power projects

Count of proposed wind power projects within 5km of the property	2
--	---

Guidance: This dataset identifies one or more planning applications relating to wind turbine developments (with two turbines or more) within 5km of the property. The dataset is unique to Groundsure and is derived from local authority planning records, updated quarterly. Further details of the application(s) identified can be found in a full Groundsure Energy report.

### 7.5 Existing solar farms

Count of existing solar farms	0
-------------------------------	---

Guidance: No records of operational solar farms or those under development have been identified within 5km of the property. The dataset is taken from the Department of Energy and Climate Change (DECC) and is updated on a monthly basis. No further action is recommended in regard to this aspect of the report.

### 7.6 Proposed solar farms

Count of proposed solar farms within 5km of the property	0
--	---

Guidance: No records of planning applications relating to solar farm developments have been identified within 5km of the property. The dataset is unique to Groundsure and is derived from local authority planning records. The data is updated weekly. No further action is recommended in regard to this aspect of the report.

### 7.7 Existing power stations

Count of existing power stations within 5km of the property	0
---	---

Guidance: No existing power stations have been identified within 5km of the property. These datasets show power generating establishments with a generation capacity of 1MW or greater. The data is derived from records within the Digest of United Kingdom Energy Statistics (DUKES). No further action is recommended in regard to this aspect of the report.

### 7.8 Existing Nuclear Establishments

Count of existing nuclear establishments within 5km of the property	0
---	---



Guidance: No nuclear establishments have been identified within 5km of the property. This dataset shows nuclear establishments and is derived from records within the Health and Safety Executive, the Nuclear Decommissioning Authority, the National Infrastructure Planning Programme and the Nuclear Advanced Manufacturing Centre. No further action is recommended in regard to this aspect of the report.

## 7.9 Proposed Energy and other large Infrastructure Projects

Count of proposed Energy and other large Infrastructure Projects within 5km of the property	0
---	---

Guidance: No major infrastructure projects have been identified within 5km of the property. This dataset is derived from information provided by the Planning Inspectorate and shows major national infrastructure projects only. No further action is recommended in regard to this aspect of the report.

## 8. Additional Information

### 8.1 Ofcom Sitefinder Mobile Phone Mast Records

Have any mobile phone transmitters registered with Ofcom been identified within 250m of the study site?	No
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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.

### 8.2 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.

### 8.3 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.

# 9. 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 Catalyst 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/Natural Resources Wales 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 1:2,500 or 1:1,250 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, Homescreen, Enviroplus, Enviro Full Flood & Planning, Enviro All-in-one and Home Environmental reports with "Passed" rather than "In Need of Further Assessment" statuses.

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. 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.

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.



## Contact Details

### Property Information Exchange Ltd

info@groundsure.com  
08444 159 000



### Environment Agency

Tel: 03708 506 506  
National Customer Contact Centre, PO Box 544  
Rotherham, S60 1BY  
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  
[enquiries@bgs.ac.uk](mailto:enquiries@bgs.ac.uk)  
Tel: 0115 936 3143. Fax: 0115 936 3276  
[www.bgs.ac.uk](http://www.bgs.ac.uk)



### The Coal Authority Property Search Services

200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire, NG18  
4RG, DX 716176 MANSFIELD 5  
Email: [groundstability@coal.gov.uk](mailto:groundstability@coal.gov.uk)  
Phone: 0345 7626 848  
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  
Email: [enquiries@phe.gov.uk](mailto:enquiries@phe.gov.uk)  
Main switchboard: 020 7654 8000  
[www.gov.uk/phe](http://www.gov.uk/phe)



**Ordnance Survey**

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



**Getmapping PLC**

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



**CoPSO**

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



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@groundsure.com ).

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

Acknowledgements: PointX © Database Right/Copyright, Thomson Directories Limited © Copyright Link Interchange Network Limited © Database Right/Copyright and Ordnance Survey © Crown Copyright and/or Database Right. All Rights Reserved. Licence Number [03421028].

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@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 the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

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

TPOs Contact Details:

The Property Ombudsman scheme

Milford House

43-55 Milford Street

Salisbury

Wiltshire SP1 2BP

Tel: 01722 333306

Fax: 01722 332296

Website: [www.tpos.co.uk](http://www.tpos.co.uk)

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

Groundsure's Terms and Conditions can be viewed online at this link:

<https://www.groundsure.com/terms-and-conditions-may25-2018>

# EPITOME OF TITLE

Relating to freehold/leasehold property known as

5 WEST WALL, PRESTEIGNE, POWYS, LD8 2BY

Date	Document Number	Document Details	Parties	Photocopy or Abstract	Is original document to be handed over
22/06/1979	1.	Conveyance	(1) Mr S E and Mrs M P Luetchford (2) Mr P and Mrs D L Durst	Copy	Yes
23/01/1986	2.	Death Certificate	Paul Durst deceased	Copy	No
23/09/1994	3.	Conveyance	(1) Mrs D L Durst (2) Mr P W E Turner	Copy	Yes
23/05/2018	4.	Grant of Probate	Doris Lilian Durst deceased	Certified Copy	No
03/07/2018	5.	SIM Search		Original	
05/07/1994	6.	SIM Search		Original	
13/09/2018	7.	Official Search		Original	

EPITOME OF TITLE

Date	Document Number	Document Details	Parties	Photocopy or Abstract	Is original document to be handed over

INLAND REVENUE  
PRODUCED  
- 6. JUL 1979  
FINANCE ACT 1931  
B M



THIS CONVEYANCE is made the 22<sup>nd</sup>  
day of June

One thousand nine hundred and seventy-nine BETWEEN  
STANLEY ERNEST LUETCHFORD and MARGARET PENELOPE  
LUETCHFORD formerly of 37 Fore Street Shaldon in the  
County of Devon but now of Teign Grace 5 West Walls  
Presteigne in the County of Powys (hereinafter called  
"the Vendors") of the one part and PAUL DURST and  
DORIS LILLIAN DURST of Robin's Roost Stanbury Road  
Thruyton Andover in the County of Hampshire (hereinafter  
called "the Purchasers") of the other part

WHEREAS by a Conveyance (hereinafter called "the  
Conveyance") dated the fifteenth day of September One  
thousand nine hundred and seventy-eight and made  
between Haydn Graham Taylor and Anne Taylor of the  
one part and the Vendors of the other part the property  
hereinafter described was conveyed to the Vendors in  
fee simple as beneficial joint tenants

AND WHEREAS the Vendors have agreed with the Purchasers  
for the sale to them of the said property for an estate  
in fee simple in possession free from incumbrances at  
the price of Twenty-four thousand five hundred pounds  
and it has been agreed that the same shall be vested  
in the Purchasers as joint tenants in manner hereinafter  
appearing



NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreement and in consideration of the sum of Twenty-four thousand five hundred pounds paid by the Purchasers out of monies belonging to them on a joint account to the Vendors (the receipt whereof the Vendors hereby acknowledge) the Vendors as Trustees hereby convey unto the Purchasers ALL THAT dwellinghouse (formerly two dwellinghouses with the outbuildings gardens and appurtenances thereto belonging numbered 4 and 5 West Wall) now known as Teign Grace and numbered 5 West Walls Presteigne in the County of Powys delineated and edged red on the plan attached to the Conveyance TO HOLD the same unto the Purchasers in fee simple as beneficial joint tenants\_\_\_\_\_
  2. IT is hereby declared that the Purchasers or other the Trustees for the time being of this deed shall have full power to mortgage charge lease or otherwise dispose of all or any part of the said property with all the powers in that behalf of an absolute owner\_\_\_\_\_
  3. IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Twenty-five thousand pounds\_\_\_\_\_
- I N W I T N E S S whereof the parties hereto have hereunto set their hands and seals the day and year first before written\_\_\_\_\_



SIGNED SEALED and DELIVERED )  
by the said STANLEY ERNEST )  
LUETCHFORD in the presence of:- )

*Stanley Ernest Luetchford*

Gareth Imb Prot.  
The Rectory  
St. David's Street  
Protégé Pows

SIGNED SEALED and DELIVERED )  
by the said MARGARET PENELOPE )  
LUETCHFORD in the presence of:- )

*M Luetchford*

Gareth Imb Prot.  
The Rectory  
St. David's Street  
Protégé Pows

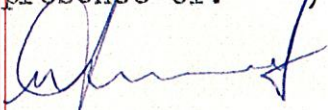
SIGNED SEALED and DELIVERED )  
by the said PAUL DURST in )  
the presence of:- )

*Paul Durst*

*W. Miller - CIVIL SERVANT.*

*80, BAYSHAM STREET,  
HEREFORD.*

SIGNED SEALED and DELIVERED  
by the said DORIS LILLIAN  
DURST in the presence of:-



Doris L. Durst.

cf Midland Bank  
5 Broad St,  
Kington,  
Powys.





23rd September 1994: Doris Lillian Durst (the survivor of the within named purchasers) conveyed to Phillip William Edward Turner part of the garden of the property described in this conveyance and the conveyance was executed in duplicate.



DATED

22<sup>nd</sup> June

1979

MR. S.E. AND MRS. M.P.  
LUETCHFORD

to

MR. P. AND MRS. D.L.  
DURST

---

C O N V E Y A N C E

of

freehold property known as Teign Grace  
No. 5 West Walls Presteigne in the  
County of Powys

---

SHARROTT, BARNES & CO.,  
LICHFIELD \*



D. Cert.  
R.B.D.



CAUTION—It is an offence to falsify a certificate or to make or knowingly use a false certificate or a copy of a false certificate intending it to be accepted as genuine to the prejudice of any person, or to possess a certificate knowing it to be false without lawful authority.

CERTIFIED COPY  
Pursuant to the Births and

OF AN ENTRY  
Deaths Registration Act 1953

<b>DEATH</b>		Entry No. <b>45</b>
Registration district <b>HEREFORD</b>	Administrative area <b>COUNTY OF HEREFORD AND WORCESTER</b>	
Sub-district <b>Hereford and Peterchurch</b>		
1. Date and place of death <b>Twenty first January 1986 County Hospital, Hereford</b>		
2. Name and surname <b>Paul DURST</b>		3. Sex <b>Male</b>
		4. Maiden surname of woman who has married <b>-</b>
5. Date and place of birth <b>23rd June 1921 United States of America</b>		
6. Occupation and usual address <b>Wife The Keck, West Wall, Presteigne, Powys</b>		
7. (a) Name and surname of informant <b>Doris Lillian DURST</b>		(b) Qualification <b>Widow of deceased</b>
(c) Usual address <b>The Keck, West Wall, Presteigne, Powys</b>		
8. Cause of death <b>1. Bronchopneumonia, 2. Oat cell cancer of lung, Certified by G. SINGER MB</b>		
9. I certify that the particulars given by me above are true to the best of my knowledge and belief. <b>Doris L DURST</b> Signature of informant		
10. Date of registration <b>Twenty third January 1986</b>		11. Signature of registrar <b>A Sandford Registrar</b>

Certified to be a true copy of an entry in a register in my custody

*A Sandford*  
Registrar

Registrar

**23/1/86**  
Date

Date

**IX 268350**



DATED

23rd SEPTEMBER

1994

Mrs. D.L. Durst

-to-

Mr. P.W.E. Turner

*Duplicate*

C O N V E Y A N C E

relating to parcel of garden ground  
forming part of the property known as  
Teign Grace Number 5 West Wall Presteigne  
Powys

---

Sydney G. Thomas & Co.,  
Solicitors,  
West End House,  
West Street,  
Builth Wells, Powys



THIS CONVEYANCE is made the *23rd*  
day of *SEPTEMBER* One thousand nine hundred and ninetyfour  
B E T W E E N DORIS LILLIAN DURST of Teign Grace 5 West Wall  
Presteigne Powys ("the Vendor") (1) and PHILLIP WILLIAM EDWARD  
TURNER of 6 West Wall Presteigne Powys ("the Purchaser") (2)

NOW THIS DEED WITNESSES as follows:-

1. RECITALS

The Vendor is seised of the property conveyed by this Deed (with other property) for an estate in fee simple free from incumbrances and has agreed to sell it to the Purchaser for the same estate at the price of Two thousand pounds

2. CONVEYANCE

as beneficial owner  
As they agreed the Vendor HEREBY CONVEYS to the Purchaser ALL THAT  
the land described in the First Schedule to this Deed ("the Property") TO HOLD to the Purchaser in fee simple

3. PURCHASER'S COVENANT

The Purchaser covenants with the Vendor immediately to erect and at all times to maintain good and substantial stock-proof hedges or fences on those boundaries of the Property which adjoin land retained by the Vendor

4. ACKNOWLEDGEMENT FOR PRODUCTION OF DEEDS

The Vendor acknowledges the right of the Purchaser to production of the documents listed in the Second Schedule to this Deed and to the delivery of copies of them and undertakes with the Purchaser for the safe custody of them

5. CERTIFICATE OF VALUE

It is hereby certified that this transaction does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of



the considerations exceeds the sum of Sixty thousand pounds

IN WITNESS whereof the parties hereto have signed this instrument as their deed in the presence of the person(s) mentioned below

THE FIRST SCHEDULE

The Property

ALL THAT parcel of garden ground forming part of the property known as Teign Grace Number 5 West Wall Presteigne Powys and shown edged red on the plan annexed to this Deed

THE SECOND SCHEDULE

(1) A Conveyance dated the 15th day of September 1978 made between Haydn Graham Taylor and Anne Taylor (1) and Stanley Ernest Luetchford and Margaret Penelope Luetchford (2)

(2) A Conveyance dated the 22nd day of June 1979 made between Stanley Ernest Luetchford and Margaret Penelope Luetchford (1) and Paul Durst and the Vendor (2)

SIGNED as her deed by the)

said Doris Lillian Durst )

*Doris Lillian Durst*

in the presence of:- )

*Joan Emmie Durwell,  
Green House, Church St.,  
Presteigne, Powys.*

*WITNESS  
NAME  
ADDRESS  
RESIDENCE*

SIGNED as his deed by the)

said Phillip William )

*P. W. E. Turner.*

Edward Turner in the )

presence of:- )

*Rona James*

*Tygarwyn*

*Boreon*

*Solicitors Clerk.*



P. W. E. Turner  
*P. W. E. Turner*

4477

Pond 1.022ha

2.53

4371

.941ha

2.33

4872

.191ha

.48

1.10

4966

.746ha

1.84

63  
16  
4

Const  
Bdy

Riverside  
Bungalow

The Rectory

Honor  
House

Ulna

Glenfield House

Bodenham House

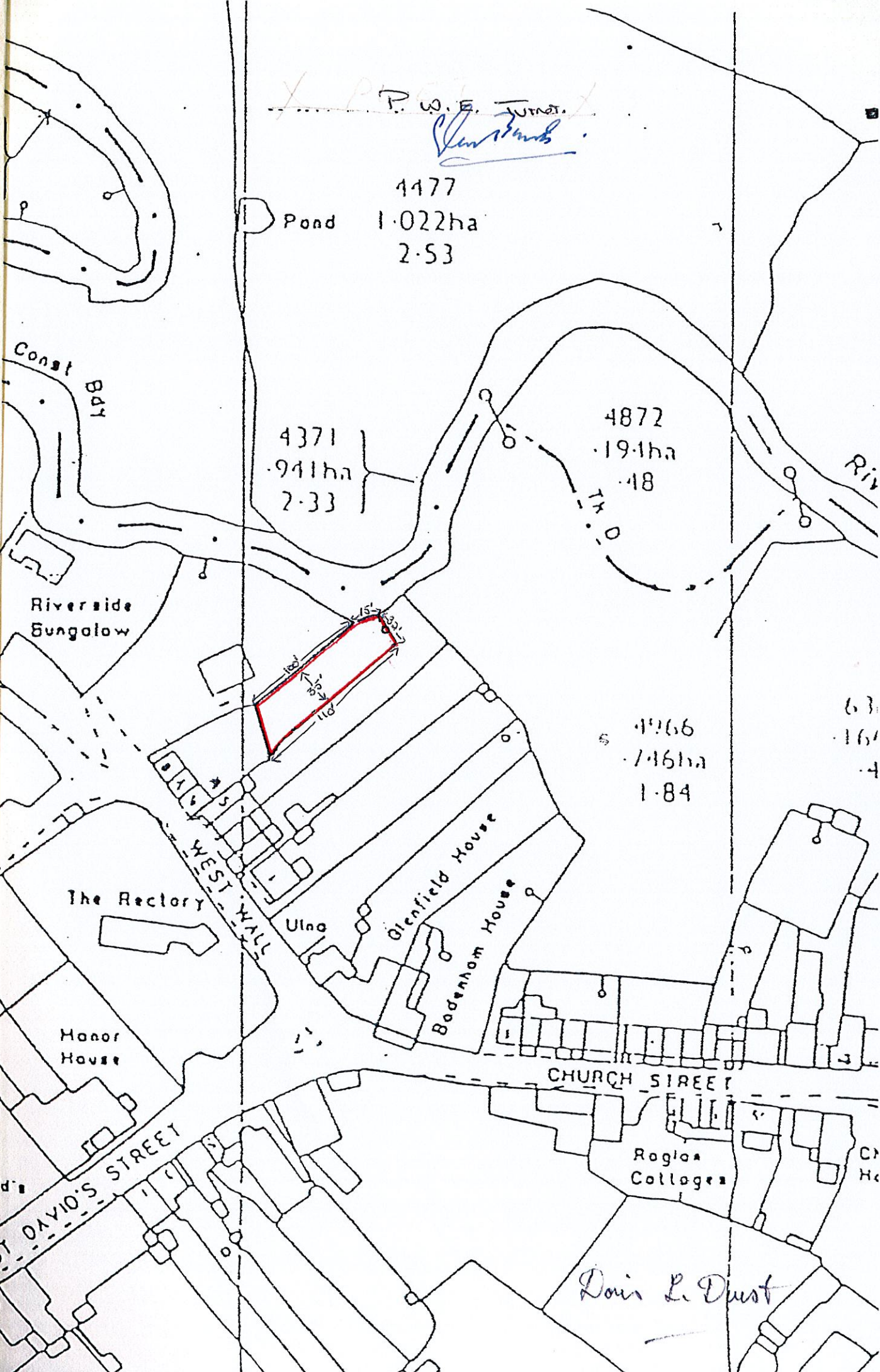
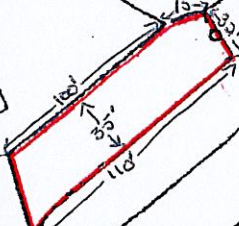
CHURCH STREET

Rogla's  
Colleges

Don's L. Duest

ST DAVID'S STREET

WEST WALL



# IN THE HIGH COURT OF JUSTICE

The District Probate Registry at Birmingham

BE IT KNOWN that **DORIS LILIAN DURST**  
otherwise **DORIS LILLIAN DURST**

of **5 West Hall Presteigne Powys**

died on the **19th** day of **November 2017**  
domiciled in **England and Wales**

AND BE IT FURTHER KNOWN that the last Will and Testament of the said deceased (a copy of which is annexed) was proved and registered in the High Court of Justice and that Administration of all the estate which by law devolves to and vests in the personal representative of the said deceased was granted by the said Court on this date to the Executor

**WENDY SUSAN BROWN** of **40 Station Road Walsall WS4 1ES**

Power reserved to another Executor

Certified to be a true copy of the original

Partridge Allen Solicitors  
Portland Buildings, Anchor Road  
Aldridge, Walsall WS9 6PP

*poller 13/9/2018*

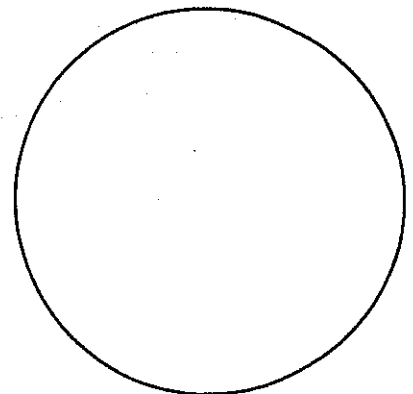
It is hereby certified that it appears from information supplied on the application for this grant that the gross value of the said estate in the United Kingdom does not exceed £325,000 and the net value of such estate does not exceed £70,000

DATED the **23rd** day of **May 2018**



DISTRICT REGISTRAR / PROBATE OFFICER

Extracted personally



Certificate Date: 03 Jul 2018
Certificate Time: 00:00:01
Certificate Ref: 64/Q27PFMB

<b>Property</b>	Land EDGED RED on the plan attached to the application and described in form SIM as 4/5, WEST WALL, PRESTEIGNE, POWYS, LD8 2BY.
-----------------	--

The index map does not define the extent of the land in any registered title. This reflects the fact that the boundary of a registered estate as shown for the purposes of the register is a general boundary, unless shown as determined under section 60 of the Land Registration Act 2002. You might also wish to refer to the individual register and title plan of any adjoining titles for details of the surrounding registered estates and their general boundaries and/or determined boundaries.

## Result

The index map has been searched in respect of the Property with the following result:

Plan reference	Title No. Registered Estate or Caution	Notes
Not Applicable	CYM145978 Freehold	
Not Applicable	WA731514 Freehold	

\*\*\*\*\*

Part of the Property is unregistered.

\*\*\*\*\*

The plan lodged with your application for a search of the index map has been accepted for this application. Any statement of disclaimer has been disregarded as it is assumed that it was not intended to apply for the purposes of the application.

Please note that the acceptance of the plan for this particular application does not necessarily mean that the same plan would be accepted if subsequently used for another application. All plans lodged with a Land Registry application should comply with the guidelines in Land Registry's Practice Guide 40, Supplement 2. Lodging

Continued on Page 2

Your Reference: brown	Key Number: 7043073	For any enquiries concerning this certificate, please contact:
PARTRIDGE ALLEN INC DUNN & CO DX29196 ALDRIDGE		Customer Support: email customersupport@landregistry.gov.uk telephone 0300 006 0411 (lines open Monday to Friday 8am until 6pm)
A £4.00 fee will be debited to the account quoted.		



## HM Land Registry

Land Registration Rules 2003

# SIMR

Certificate Date:	03 Jul 2018
Certificate Time:	00:00:01
Certificate Ref:	64/Q27PFMB

a plan which does not comply with the guidelines may result in requisitions being raised, (such as a request to delete a statement of disclaimer) or the application being cancelled.

\*\*\*\*\*

No other registered estate, caution against first registration, application for first registration or application for a caution against first registration is shown on the index map in relation to the Property.

For further information about:

SIMs - see Practice Guide 10 - Official searches of the Index Map.

How to obtain official copies - see Practice Guide 11 - Inspection and applications for official copies.

Plan requirements for registration - see Practice Guide 40 - HM Land Registry plans - ([www.gov.uk/land-registry](http://www.gov.uk/land-registry)).

Ordnance Survey map products - ([www.ordnancesurvey.co.uk](http://www.ordnancesurvey.co.uk)).

END OF RESULT

The electronic official certificate of result in respect of your search of the index map follows this message.

Please note that this electronic version is the only certificate of result we will issue. No postal certificate of result will be sent.

Certificate Date: 05 Jul 2018
Certificate Time: 00:00:01
Certificate Ref: 64/J37PFMB

<b>Property</b>	Land EDGED RED on the plan attached to the application and described in form SIM as PARCEL OF LAND FORMING PART OF 5, WEST WALL, PRESTEIGNE, POWYS, LD8 2BY.
-----------------	---

The index map does not define the extent of the land in any registered title. This reflects the fact that the boundary of a registered estate as shown for the purposes of the register is a general boundary, unless shown as determined under section 60 of the Land Registration Act 2002. You might also wish to refer to the individual register and title plan of any adjoining titles for details of the surrounding registered estates and their general boundaries and/or determined boundaries.

## Result

The index map has been searched in respect of the Property with the following result:

Plan reference	Title No.	Registered Estate or Caution	Notes
Not Applicable	WA731514	Freehold	

\*\*\*\*\*

Part of the Property is unregistered.

\*\*\*\*\*

The plan lodged with your application for a search of the index map has been accepted for this application. Any statement of disclaimer has been disregarded as it is assumed that it was not intended to apply for the purposes of the application.

Please note that the acceptance of the plan for this particular application does not necessarily mean that the same plan would be accepted if subsequently used for another application. All plans lodged with a Land Registry application should comply with the guidelines in Land Registry's Practice Guide 40, Supplement 2. Lodging

Continued on Page 2

Your Reference: brown	Key Number: 7043073	For any enquiries concerning this certificate, please contact:
PARTRIDGE ALLEN INC DUNN & CO DX29196 ALDRIDGE		Customer Support: email customersupport@landregistry.gov.uk telephone 0300 006 0411 (lines open Monday to Friday 8am until 6pm)
		A £4.00 fee will be debited to the account quoted.



Certificate Date: 05 Jul 2018
Certificate Time: 00:00:01
Certificate Ref: 64/J37PFMB

a plan which does not comply with the guidelines may result in requisitions being raised, (such as a request to delete a statement of disclaimer) or the application being cancelled.

\*\*\*\*\*

No other registered estate, caution against first registration, application for first registration or application for a caution against first registration is shown on the index map in relation to the Property.

For further information about:

SIMs - see Practice Guide 10 - Official searches of the Index Map.

How to obtain official copies - see Practice Guide 11 - Inspection and applications for official copies.

Plan requirements for registration - see Practice Guide 40 - HM Land Registry plans - ([www.gov.uk/land-registry](http://www.gov.uk/land-registry)).

Ordnance Survey map products - ([www.ordnancesurvey.co.uk](http://www.ordnancesurvey.co.uk)).

**END OF RESULT**

The electronic certificate of the result of search follows this message.

Please note that this is the only certificate of the result of search we will issue. We will not issue a paper certificate of the result of search.

This certificate has no statutory effect with regard to registered land. Sections 28 to 31 inclusive and 87 Land Registration Act 2002 and s.14 Land Charges Act 1972.

You should ensure that the particulars of search in the certificate e.g. names, counties etc. are the exact particulars of the required search. S.10(6) Land Charges Act 1972.

If this certificate relates to a search applied for in form K16 (Application for an Official Search (Bankruptcy Only)) the word BANKRUPTCY is printed against COUNTY OR COUNTIES.

The CERTIFICATE DATE is the date of the certificate for the purposes of s.11 Land Charges Act 1972. The PROTECTION ENDS ON date is the latest date for the expiry of the period of protection conferred by s.11 Land Charges Act 1972.

Please quote the CERTIFICATE NUMBER and the CERTIFICATE DATE in any enquiries regarding this certificate.

Symbols included with name(s) e.g. (\*) (+) are used for internal purposes only.

**LAND CHARGES ACT, 1972.**  
CERTIFICATE OF THE RESULT OF SEARCH

Form **K17**

CERTIFICATE No.  
01358257D

CERTIFICATE DATE  
13 SEP 2018

PROTECTION ENDS ON  
04 OCT 2018

It is hereby certified that an official search in respect of the undermentioned particulars has been made in the index to the registers which are kept pursuant to the Land Charges Act 1972. The result of the search is that there are **NO SUBSISTING ENTRIES.**

PARTICULARS SEARCHED			
COUNTY OR COUNTIES	POWYS.		
	NAME(S)	PERIOD	Fees
	STANLEY ERNEST*LUETCHFORD*	1979-2018	
	MARGARET PENELOPE*LUETCHFORD*	1979-2018	
	PAUL*DURST*	1979-2018	
	DORIS LILLIAN*DURST*	1979-2018	
-----			
APPLICANT'S REFERENCE	KEY NUMBER	AMOUNT DEBITED	
BROWN	7043073		8.00
Partridge Allen Solicitors (incorporated) 29196 ALDRIDGE		Please address any enquiries to:- HM Land Registry Land Charges Department PO Box 292, Plymouth, PL5 9BY DX No. 8249 Plymouth 3 TEL : (0300) 006 6616 FAX : (0300) 006 6699  <b>IMPORTANT PLEASE READ THE NOTES IN THE LEAD PAGE.</b>	





**Mark Evans, Acting Director of Resources,**  
**Cyfarwyddwr Adnoddau Dros Dro**  
**Clive Pinney, Solicitor to the Council,**  
**Cyfreithiwr y Sir**

Atebwch os gwelwch yn dda /Please reply to:

Gwasanaethau Cyfreithiol/Corporate Legal Services  
Cyngor Sir Powys/Powys County Council  
Neuadd y Sir/County Hall  
Llandrindod Wells  
Powys LD1 5LG

Tel / Ffôn: 01597 826071

Fax / Ffacs: 01597 826220

Mobile / Ffon symudol:

Email / Llythyru electronig: vickie.julian@powys.gov.uk

Your ref / Eich cyf: AB/BD/28665-1

Our ref / Ein cyf: VP /18601

Date / Dyddiad: 15th August 2018

**By Email only:**

**[adrianhindmarsh@partridgeallen.co.uk](mailto:adrianhindmarsh@partridgeallen.co.uk)**

Dear Sirs,

**Re: Lease of Garage at Presteigne, Powys**  
**Your Client: Doris Lilian Durst Deceased**

Thank you for your letter of the 1<sup>st</sup> August 2018 in relation to the above. We note you are instructed to act in the proposed sale of the property at 5 West Wall, Presteigne, Powys.

Please find enclosed herewith Lease in respect of Garage site at Presteigne Depot for your kind attention. You will note that Mr Durst rented the site edged red on the plan to the Lease from the Council being a site of a private garage owned by the Tenant. Therefore the Tenant owns the garage structure which is located on the Council's land which was leased to the Tenant.

Further, we would draw your attention to provision 4 (vii) whereby you will note the land cannot be assigned or sub-let. Therefore, any potential purchaser of the garage structure from your client's estate will need to contact the Council to enter into a Lease of the land the structure is erected on, and a subsequent revised rental for the same will then be negotiated and agreed.

We therefore look forward to hearing from you with details of how you wish to proceed.

Yours faithfully,

**Vickie Julian**  
**Prif Gynorthwy-ydd Cyfreithiol**  
**Principal Legal Assistant**

Yn agored a blaengar - Open and enterprising

[www.powys.gov.uk](http://www.powys.gov.uk)



Yn agored a blaengar - Open and enterprising  
[www.powys.gov.uk](http://www.powys.gov.uk)

A N A G R E E M E N T made the *Twenty third* day of  
*February* One thousand nine hundred and eighty-two B E T W E E N  
THE COUNTY COUNCIL OF POWYS (hereinafter called "the Landlord") of  
the one part and PAUL DURST of The Keep West Wall Presteigne  
in the County of Powys  
(hereinafter called "the Tenant") of the other part

W H E R E B Y it is agreed as follows

1. The Landlord lets and the Tenant takes ALL THAT piece or parcel of land situate adjoining Mill Lane Presteigne in the County of Powys shown edged red on the plan annexed hereto and being the site of a private garage owned by the Tenant (such land hereinafter referred to as "the Premises").
2. The tenancy shall be a yearly tenancy commencing on the 1st of August 1981 and shall continue thereafter until determined by either party giving to the other six months' previous notice in writing such notice to terminate on any anniversary hereof.
3. The rent shall be FIFTEEN POUNDS per annum and shall be paid in advance on the 1st day of August in each year the first payment to be made on or before the date hereof.
4. The Tenant shall
  - (i) Pay the said rent on the date and in the manner aforesaid.
  - (ii) Pay all existing and future rates taxes and outgoings charged upon the Premises or on the owner or occupier in respect thereof
  - (iii) Keep all gulleys gutters wastes and drains (if any) well cleaned and keep the garage erected on the Premises in good

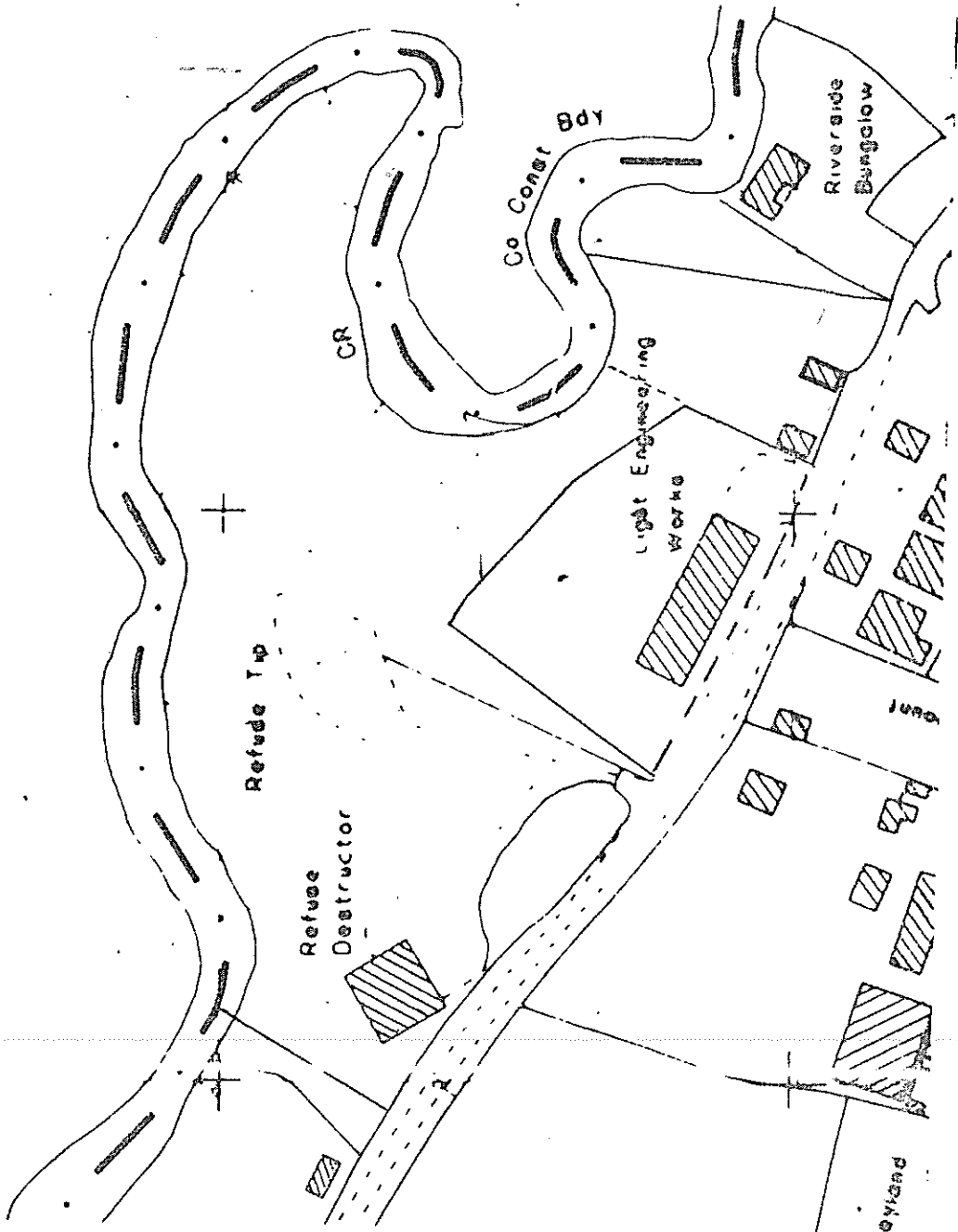


- (iv) Use the Premises only for the site of a private garage for the storage of a private motor car not used for any purpose which constitutes a business within the meaning of Part II of the Landlord and Tenant Act 1954 and not use the Premises for any other purpose whatsoever.
- (v) Not run the engine of any motor car stored in the garage on the Premises whilst the same is in the garage on the Premises except so far as may be necessary for entering or leaving the same and not to do or permit to be done within the garage on the Premises any act or thing which may cause a nuisance disturbance or annoyance to the neighbours or the Landlord.
- (vi) Not keep more than two gallons of petrol (apart from any petrol in the tank of the motor car) and not more than five gallons of lubricating oil (apart from any oil which may be contained in the mechanism of the car) stored in the garage or upon the Premises and shall take all reasonable and proper precautions against fire occurring on the Premises.
- (vii) Not assign or sub-let the Premises or any part thereof.
- (viii) Not make any additions to or structural alterations in or to the garage presently erected on the Premises and if at any time a new garage is required then such new garage shall be first approved of in writing by the Landlord.
- (ix) At the expiration or sooner determination of this tenancy deliver up the Premises in good order and condition and to remove the garage from the Premises if so required by the Landlord.



DRAWING No

75/M/13/4



SCALE

1:1250

DRAWN BY MI

TRACED BY MI

CHECKED BY

DATE 12/2/81

DRWG. No. 75/M/13/4

# GARAGE SITES AT PRESTEIGNE DEPOT

ADRIAN FFYRDD A THRAFNIDIAETH

HIGHWAYS & TRANSPORTATION DEPT

Analyst & Surveyor

R H Dr. Inst. B Sc. C. Eng. MICE. MIHT

County Offices, Llandudnod, Wylfa

Younger Sir

# POWYS

County Council

13/4

A S W I T N E S S the hands of the parties hereto

SIGNED by NORMAN MICHAEL ROLT )  
the County Solicitor and duly )  
authorised agent of the )  
Landlord in the presence of :- )



*Aban Home -  
County Hall  
Hundred Wells  
Legal Assistant*

SIGNED by PAUL DURST )  
in the presence of :- )



*OP Bishop  
AGENTS HOUSE, ELAN VILLAGE, RHAYADER, POWYS.  
BANK CLERK.*

POWYS COUNTY COUNCIL

- to -

PAUL DURST

L E A S E

- in respect of -

land at Presteigne in the County  
of Powys

N. M. Rolt  
County Solicitor  
Powys County Council  
Powys County Hall  
Llandrindod Wells  
Powys  
LD1 5LG



# Law Society Property Information Form (3rd edition)

**Address of the property**

5 West Wall  
Presteigne  
Powys

Postcode

**Full names of the seller**

Ms Wendy Brown

**Seller's solicitor**

**Name of solicitor's firm**

Partridge Allen

**Address**

Portland Buildings, Anchor Road  
Aldridge  
Walsall WS9 8PR  
DX 29196 ALDRIDGE

**Email**

louiseharvey@partridgeallen.co.uk

**Reference number**

LH/28665/1

**About this form**

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

**Definitions**

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

- 'Seller' means all sellers together where the property is owned by more than one person.
- 'Buyer' means all buyers together where the property is being bought by more than one person.
- 'Property' includes all buildings and land within its boundaries.



### Instructions to the seller

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

### Instructions to the buyer

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

## Boundaries

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

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

(a) on the left?	<input type="checkbox"/> Seller	<input type="checkbox"/> Neighbour
	<input type="checkbox"/> Shared	<input checked="" type="checkbox"/> Not known
(b) on the right?	<input type="checkbox"/> Seller	<input type="checkbox"/> Neighbour
	<input type="checkbox"/> Shared	<input checked="" type="checkbox"/> Not known
(c) at the rear?	<input type="checkbox"/> Seller	<input type="checkbox"/> Neighbour
	<input type="checkbox"/> Shared	<input checked="" type="checkbox"/> Not known
(d) at the front?	<input type="checkbox"/> Seller	<input type="checkbox"/> Neighbour
	<input type="checkbox"/> Shared	<input checked="" type="checkbox"/> Not known

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

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

Yes  No

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

Yes  No

NOT KNOWN

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

Yes  No



## 1 Boundaries (continued)

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

Yes  No  
 Enclosed  To follow

NOT KNOWN

## 2 Disputes and complaints

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

Yes  No

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

Yes  No

## 3 Notices and proposals

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

Yes  No

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

Yes  No

## 4. Alterations, planning and building control

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

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

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

- (a) Building works (e.g. extension, loft or garage conversion, removal of internal walls). If Yes, please give details including dates of all work undertaken:

Yes  No

- (b) Change of use (e.g. from an office to a residence)

Yes  No  
 Year

- (c) Installation of replacement windows, roof windows, roof lights, glazed doors since 1 April 2002

Yes  No  
 Year(s)

- (d) Addition of a conservatory

Yes  No  
 Year

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

- (a) please supply copies of the planning permissions, Building Regulations approvals and Completion Certificates, OR:
- (b) if none were required, please explain why these were not required - e.g. permitted development rights applied or the work was exempt from Building Regulations:

Further information about permitted development can be found at: [www.planningportal.gov.uk](http://www.planningportal.gov.uk).

**4 Alterations, planning and building control (continued)**

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

Yes  No

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

Yes  No

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

Yes  No

**4.6** Have solar panels been installed?  
If Yes:

Yes  No

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

Year

(b) Are the solar panels owned outright?

Yes  No

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

Yes  No  
 Enclosed  To follow

**4.7** Is the property or any part of it:

(a) a listed building?

Yes  No  
 Not known

(b) in a conservation area?

Yes  No  
 Not known

If Yes, please supply copies of any relevant documents.

Enclosed  To follow

#### 4 Alterations, planning and building control (continued)

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

Yes  No

Not known

If Yes:

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

Yes  No

Not known

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

Enclosed  To follow

#### 5 Guarantees and warranties

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

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

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

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

Yes  No

Enclosed  To follow

(b) Damp proofing

Yes  No

Enclosed  To follow

(c) Timber treatment

Yes  No

Enclosed  To follow

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

Yes  No

Enclosed  To follow

(e) Electrical work

Yes  No

Enclosed  To follow

(f) Roofing

Yes  No

Enclosed  To follow



**5 Guarantees and warranties (continued)**

(g) Central heating

Yes  No  
 Enclosed  To follow

(h) Underpinning

Yes  No  
 Enclosed  To follow

(i) Other (please state):

Enclosed  To follow

\_\_\_\_\_

5.2 Have any claims been made under any of these guarantees or warranties? If Yes, please give details:

Yes  No

\_\_\_\_\_

**6 Insurance**

6.1 Does the seller insure the property?

N/A

Yes  No

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

(a) subject to an abnormal rise in premiums?

Yes  No

(b) subject to high excesses?

Yes  No

(c) subject to unusual conditions?

Yes  No

(d) refused?

Yes  No

If Yes, please give details:

\_\_\_\_\_

6.3 Has the seller made any buildings insurance claims?

If Yes, please give details:

Yes  No

\_\_\_\_\_

## Environmental matters

### Flooding

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

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

Yes  No

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

- 7.2 What type of flooding occurred?

(a) Ground water  Yes  No

(b) Sewer flooding  Yes  No

(c) Surface water  Yes  No

(d) Coastal flooding  Yes  No

(e) River flooding  Yes  No

(f) Other (please state):

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

Yes  No  
 Enclosed  To follow

Further information about the types of flooding and Flood Risk Reports can be found at: [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk).

### Radon

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

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

Yes  No

If Yes:

(a) please supply a copy of the report  Enclosed  To follow

(b) was the test result below the 'recommended action level'?  Yes  No

## 7 Environmental matters (continued)

- 7.5 Were any remedial measures undertaken on construction to reduce Radon gas levels in the property?  Yes  No  
 Not known

### Energy efficiency

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

- 7.6 Please supply a copy of the EPC for the property.  
*Not got one as yet*  Enclosed  To follow  
 Already supplied
- 7.7 Have any installations in the property been financed under the Green Deal scheme? If Yes, please give details of all installations and supply a copy of your last electricity bill.  Yes  No  
 Enclosed  To follow

Further information about the Green Deal can be found at: [www.gov.uk/decc](http://www.gov.uk/decc).

### Japanese knotweed

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

- 7.8 Is the property affected by Japanese knotweed?  Yes  No  
 Not known
- If Yes, please state whether there is a Japanese knotweed management plan in place and supply a copy.  Yes  No  
 Not known  
 Enclosed  To follow

## 8 Rights and informal arrangements

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

- 8.1 Does ownership of the property carry a responsibility to contribute towards the cost of any jointly used services, such as maintenance of a private road, a shared driveway, a boundary or drain? If Yes, please give details:  Yes  No

## Rights and informal arrangements (continued)

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

Yes  No

I believe so but can't find details

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

Yes  No

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

(a) Rights of light

Yes  No

(b) Rights of support from adjoining properties

Yes  No

(c) Customary rights (e.g. rights deriving from local traditions)

Yes  No

(d) Other people's rights to mines and minerals under the land

Yes  No

(e) Chancel repair liability

Yes  No

(f) Other people's rights to take things from the land (such as timber, hay or fish)

Yes  No

If Yes, please give details:

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

Yes  No

### Services crossing the property or neighbouring property

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

Yes  No  
 Not known

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

Yes  No  
 Not known



## 8 Rights and informal arrangements (continued)

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

Yes  No  
 Not known

If Yes, please supply a copy or give details:

Enclosed  To follow

## 9 Parking

9.1 What are the parking arrangements at the property?

There is no parking directly in front of the house

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

Yes  No  
 Not known

## 10 Other charges

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

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

Yes  No

## 11 Occupiers

11.1 Does the seller live at the property?

Yes  No

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

Yes  No

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

## 11 Occupiers (continued)

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

--

11.4 Are any of the occupiers (other than the sellers), aged 17 or over, tenants or lodgers?  Yes  No

11.5 Is the property being sold with vacant possession?  Yes  No

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

(a) agreed to leave prior to completion?  Yes  No

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

## 12 Services

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

### Electricity

12.1 Has the whole or any part of the electrical installation been tested by a qualified and registered electrician?  Yes  No

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

12.2 Has the property been rewired or had any electrical installation work carried out since 1 January 2005?  Yes  No  
 Not known

If Yes, please supply one of the following:

(a) a copy of the signed BS7671 Electrical Safety Certificate  Enclosed  To follow

(b) the installer's Building Regulations Compliance Certificate  Enclosed  To follow

(c) the Building Control Completion Certificate  Enclosed  To follow

## 12 Services (continued)

### Central heating

12.3 Does the property have a central heating system?

Yes  No

If Yes:

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

(b) When was the heating system installed? If on or after 1 April 2005 please supply a copy of the 'completion certificate' (e.g. CORGI or Gas Safe Register) or the 'exceptional circumstances' form.

Date  
 Not known  
 Enclosed  To follow

(c) Is the heating system in good working order?

Yes  No

(d) In what year was the heating system last serviced/maintained? Please supply a copy of the inspection report.

Year  Not known  
 Enclosed  To follow  
 Not available

### Drainage and sewerage

**Note:** Further information about drainage and sewerage can be found at: [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk).

12.4 Is the property connected to mains:

Yes  No

(a) foul water drainage?

Not known

(b) surface water drainage?

Yes  No  
 Not known

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

12.5 Is sewerage for the property provided by:

(a) a septic tank?

Yes  No

(b) a sewage treatment plant?

Yes  No

(c) cesspool?

Yes  No

12.6 Is the use of the septic tank, sewage treatment plant or cesspool shared with other properties? If Yes, how many properties share the system?

Yes  No  
 Properties share

## 12 Services (continued)

12.7 When was the system last emptied?

 Year

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

 Year

12.9 When was the system installed?

 Year

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

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

 Yes     No  
 Enclosed     To follow

## 13 Connection to utilities and services

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

**Mains electricity**     Yes     No

Provider's name

Location of meter

**Mains gas**     Yes     No

Provider's name

Location of meter

**Mains water**     Yes     No

Provider's name

Location of stopcock

Location of meter, if any

**Mains sewerage**     Yes     No

Provider's name

**Telephone**     Yes     No

Provider's name

**Cable**     Yes     No

Provider's name



**14 Transaction information**

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

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

As house needs to be sold as part of probate as soon as possible

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

14.4 Will the seller ensure that:

(X)

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

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

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

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

Signed: H. Brown Dated: 2-7-18

Signed: ..... Dated: .....

Each seller should sign this form.

(11) Due to general condition of the property I cannot promise to remove all various parts of the rear veranda and the front bedroom ceiling which may have become detached.

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

# Law Society Fittings and Contents Form (3rd edition)

Address of the property

5 West Wall  
Presteigne  
Powys

Postcode

Full names of the seller

Ms Wendy Brown

Seller's solicitor

Name of solicitor's firm

Partridge Allen

Address

Portland Buildings, Anchor Road  
Aldridge  
Walsall WS9 8PR  
DX 29196 ALDRIDGE

Email

[louiseharvey@partridgeallen.co.uk](mailto:louiseharvey@partridgeallen.co.uk)

Reference number

LH/28665/1

About this form

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

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

Definitions

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



**Instructions to the seller and the buyer**

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

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

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

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

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

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

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

**Basic fittings**

	Included	Excluded	None	Price	Comments
Boiler/immersion heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Radiators/wall heaters	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Night-storage heaters	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Free-standing heaters	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Gas fires (with surround)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Electric fires (with surround)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Light switches	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Roof insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		Not known
Window fittings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Window shutters/grilles	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Internal door fittings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
External door fittings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Doorbell/chime	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

## Basic fittings (continued)

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

## Kitchen

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

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





### Bathroom

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



### Carpets

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

5

**Curtains and curtain rails**

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

## 6 Light fittings

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

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

## 7 Fitted units

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

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

**Fitted units (continued)**

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

**Outdoor area**

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



**Television and telephone**

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

**Stock of fuel**

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

**Other items**

	Included	Excluded	Price	Comments
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		

Signed: WBoonDated: 2-7-18

Signed: .....

Dated: .....

Each seller should sign this form.

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

**FORM OF COMPLIANCE OF ELECTRICAL WORK**

1. Have any electrical works been carried out at the property since 1<sup>st</sup> January 2005? If so, please provide either:
- (a) A Certificate of Compliance from an authorised competent person  
or
  - (b) Building Regulation Approval

**PLEASE TICK AS APPROPRIATE**

- No works have been carried out since 1<sup>st</sup> January 2005
- The following works have been carried out:  
(please list)
  
- Building Regulations Approval enclosed
- Certificate of compliance enclosed
- No approval obtained

2. Has there been installation or replacement of a central heating boiler since the 1<sup>st</sup> April 2005? If so, please provide either:
- (a) A Declaration of Safety from an authorised competent person or
  - (b) Building Regulation Approval

**PLEASE TICK AS APPROPRIATE**

- No works have been carried out since 1<sup>st</sup> April 2005
- The following works have been carried out:  
(please list)
  
- Building Regulations Approval enclosed
- Declaration of Safety enclosed
- No Approval obtained

SIGNED ..... *W Brown* ..... SIGNED .....

DATED ... *2.7.18* .....

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.

Maer copi swyddogol electronig or gofrestr yn dilyn y neges hon.

Sylwch mai hwn ywr 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  
CYM145978

Edition date / Dyddiad yr  
argraffiad 12.12.2017

This official copy shows the entries on the register of title on 04 JUL 2018 at 09:15:41.

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 04 Jul 2018.

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

This title is dealt with by HM Land Registry, Wales Office.

Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 04 GORFFENNAF 2018 am 09:15:41.

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 04 Gorffennaf 2018.

Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau 'r gwreiddiol.

Gweinyddir y teitl hwn gan Gofrestrfa Tir EM 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 (30.09.2003) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 3 West Wall, Presteigne (LD8 2BY).
- 2 (30.09.2003) The land has the benefit of the rights granted by but is subject as mentioned in a Conveyance of the land in this title dated 15 February 1971 made between (1) Arthur William Deacon (Vendor) and (2) Bynon Mancel Leighton (Purchaser) in the following terms:-  
"TOGETHER WITH and SUBJECT to all existing rights of water light air spouting support and drainage or other easements or quasi easements or privileges (if any) now enjoyed or suffered by the premises hereby conveyed in common with numbers 4 and 5 West Wall."
- 3 (15.06.2009) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.



Title number / Rhif teitl CYM145978

## 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 (16.11.2010) PROPRIETOR: MICHAEL JOHN NAPOLITANO of Craft Workshop, Wilton, Ross-On-Wye, Herefordshire HR9 6AA.
- 2 (16.11.2010) The price stated to have been paid on 3 November 2010 was £40,000.
- 3 (16.11.2010) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 3 November 2010 in favour of National Westminster Bank PLC referred to in the Charges Register.
- 4 (31.03.2011) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 23 March 2011 in favour of Blemain Finance Limited referred to in the Charges Register.
- 5 (21.06.2016) BANKRUPTCY NOTICE entered under section 86(2) of the Land Registration Act 2002 in respect of a pending action, as the title of the proprietor of the registered estate appears to be affected by a petition in bankruptcy against Michael John Napolitano presented in the County Court at Central London (Court Reference Number 1219 of 2016 ) (Land Charges Reference Number PA 210228/16 )

## 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 (16.11.2010) REGISTERED CHARGE dated 3 November 2010.  
NOTE: See the entry below altering the priority of this charge.
- 2 (01.11.2012) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of Mortgage Centre, P.O. Box 123, Greenock PA15 1EF.
- 3 (31.03.2011) REGISTERED CHARGE dated 23 March 2011.  
NOTE: See the entry below altering the priority of this charge.
- 4 (31.03.2011) Proprietor: BLEMAIN FINANCE LIMITED (Co. Regn. No. 1185052) of Lake View, Lakeside, Cheadle, Cheshire SK8 3GW.
- 5 (31.03.2011) A Deed dated 23 March 2011 made between (1) Michael John Napolitano (2) National Westminster Home Loans Limited and (3) Blemain Finance Limited relates to priorities as between the Charges dated 23 March 2011 and 3 November 2010 referred to above as therein mentioned.

End of register / Diwedd y gofrestr

**These are the notes referred to on the following official copy**

**Dymar nodiadau y cyfeirir atynt ar y copi swyddogol canlynol.**

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

Maer copi swyddogol electronig or cynllun teitl yn dilyn y neges hon.

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

Sylwch mai hwn ywr unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.

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

Anfonwyd y copi swyddogol hwn yn electronig a phan gaiff ei argraffu ni fydd wrth raddfa. Gallwch gael copi swyddogol papur trwy archebu un o Gofrestrfa Tir EM.

This official copy is issued on 04 July 2018 shows the state of this title plan on 04 July 2018 at 09:15:41. 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.

Maer copi swyddogol hwn a gyhoeddir ar 04 Gorffennaf 2018 yn dangos sefyllfar cynllun teitl hwn ar 04 Gorffennaf 2018 am 09:15:41. Maen dderbyniol fel tystiolaeth ir un graddau r gwreiddiol (adran 67 Deddf Cofrestru Tir 2002). Maer cynllun teitl hwn yn dangos safle cyffredinol, nid union linell, y terfynau. Gall fod gwyradau yn y raddfa. Maen bosibl na fydd mesuriadau wedi eu graddio or cynllun hwn yn cyfateb mesuriadau rhwng yr un pwyntiau ar y llawr.

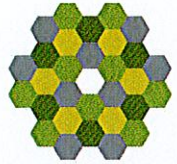
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Gweinyddir y teitl hwn gan Gofrestrfa Tir EM Swyddfa Cymru.

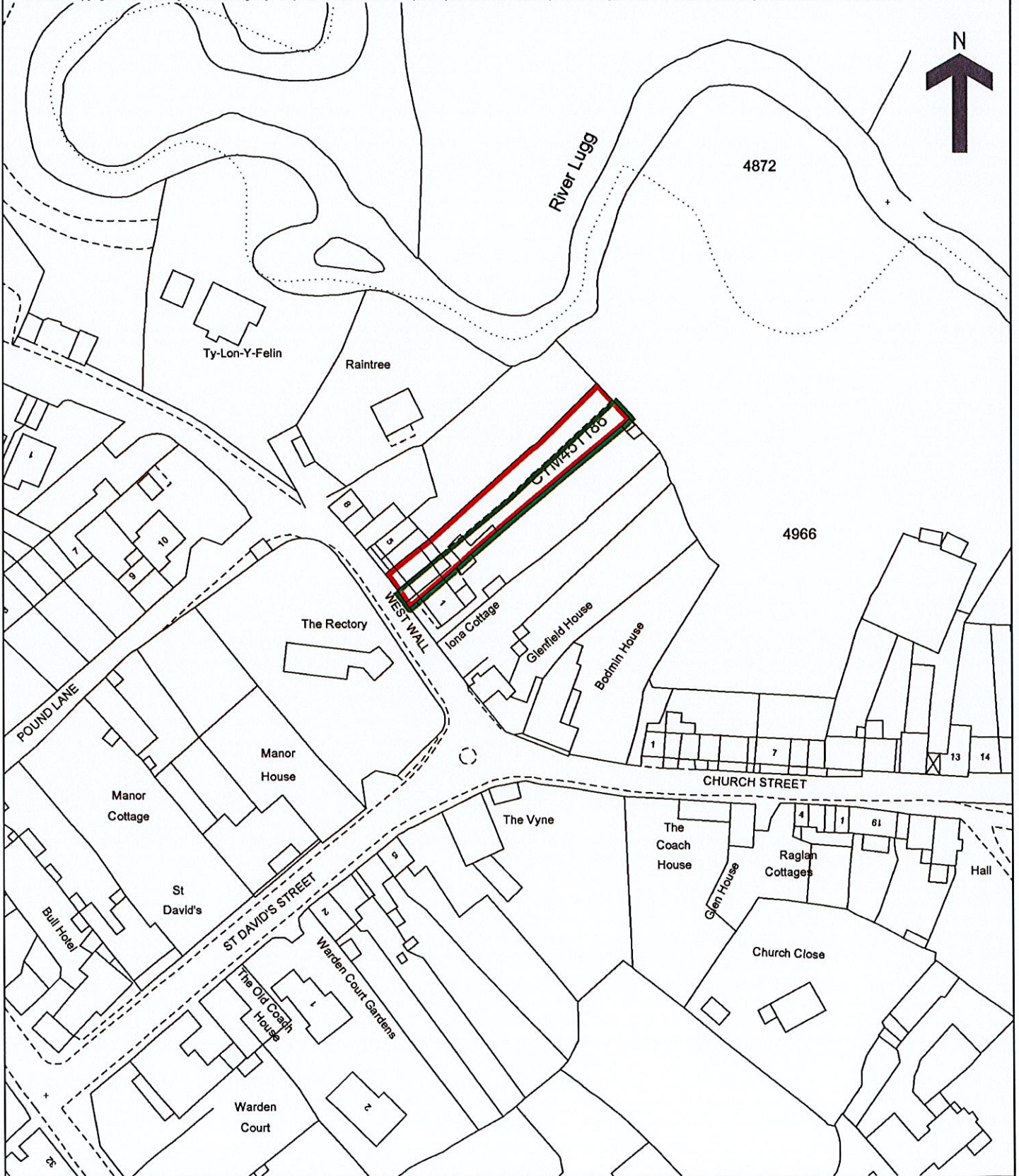


HM Land Registry  
Official copy of  
title plan

Title number **CYM145978**  
Ordnance Survey map reference **SO3164NW**  
Scale **1:1250**  
Administrative area **Powys**



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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.

Maer copi swyddogol electronig or gofrestr yn dilyn y neges hon.

Sylwch mai hwn ywr 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  
WA731514

Edition date / Dyddiad yr  
argraffiad 08.05.2009

This official copy shows the entries on the register of title on 04 JUL 2018 at 09:16:40.

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 04 Jul 2018.

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This title is dealt with by HM Land Registry, Wales Office.

Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 04 GORFFENNAF 2018 am 09:16:40.

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 04 Gorffennaf 2018.

Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau 'r gwreiddiol.

Gweinyddir y teitl hwn gan Gofrestrfa Tir EM 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 (21.10.1994) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the North East of West Hall, Presteigne.

## 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 (21.10.1994) PROPRIETOR: PHILLIP WILLIAM EDWARD TURNER of 6 West Wall, Presteigne, Powys.



Title number / Rhif teitl WA731514

## B: Proprietorship Register continued / Parhad or gofrestr perchnogaeth

- 2 (21.10.1994) A Conveyance of the land in this title dated 23 September 1994 made between (1) Doris Lillian Durst (Vendor) and (2) Phillip William Edward Turner (Purchaser) contains a purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

### Schedule of personal covenants Atodlen cyfamodau personol

- 1 The following are details of the personal covenants contained in the Conveyance dated 23 September 1994 referred to in the Proprietorship Register:-

"The Purchaser covenants with the Vendor immediately to erect and at all times to maintain good and substantial stock-proof hedges or fences on those boundaries of the Property which adjoin land retained by the Vendor."

NOTE: The retained land referred to abuts the north eastern and the south western boundaries of the land in this title.

## 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 (21.10.1994) REGISTERED CHARGE dated 23 September 1994 to secure the moneys including the further advances therein mentioned.
- 2 (10.01.2008) Proprietor: BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC327000) of Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS.

End of register / Diwedd y gofrestr

**These are the notes referred to on the following official copy**

**Dymar nodiadau y cyfeirir atynt ar y copi swyddogol canlynol.**

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

Maer copi swyddogol electronig or cynllun teitl yn dilyn y neges hon.

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

Anfonwyd y copi swyddogol hwn yn electronig a phan gaiff ei argraffu ni fydd wrth raddfa. Gallwch gael copi swyddogol papur trwy archebu un o Gofrestrfa Tir EM.

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Maer copi swyddogol hwn a gyhoeddir ar 04 Gorffennaf 2018 yn dangos sefyllfar cynllun teitl hwn ar 04 Gorffennaf 2018 am 09:16:40. Maen dderbyniol fel tystiolaeth ir un graddau r gwreiddiol (adran 67 Deddf Cofrestru Tir 2002). Maer cynllun teitl hwn yn dangos safle cyffredinol, nid union linell, y terfynau. Gall fod gwyriadau yn y raddfa. Maen bosibl na fydd mesuriadau wedi eu graddio or cynllun hwn yn cyfateb mesuriadau rhwng yr un pwyntiau ar y llawr.

This title is dealt with by the HM Land Registry, Wales Office .

Gweinyddir y teitl hwn gan Gofrestrfa Tir EM Swyddfa Cymru.

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Hawlfraint y Goron. Cynhyrchwyd gan Gofrestrfa Tir EM. Gwaherddir atgynhyrchur cyfan neu ran heb ganiatd ysgrifenedig blaenorol yr Arolwg Ordnans. Rhif Trwydded 100026316.



LMT H.M. LAND REGISTRY		TITLE NUMBER <b>WA 731514</b>	
ORDNANCE SURVEY PLAN REFERENCE	SO 3164	SECTION B	Scale 1/1250 Enlarged from 1/2500
COUNTY POWYS	DISTRICT RADNOR		© Crown copyright



**ADMINISTRATIVE AREA**

The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from later survey information





### PASSED

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

It is important to be fully informed of all coal mining risks associated with a property before completing your purchase. Please read the recommendations on page 2 carefully.

Report on: 5, WEST WALL, PRESTEIGNE, POWYS, LD82BY

Within Coal Authority Mining Reporting Area

NO

#### CON29M Questions

#### Assessment\*

1. Past underground coal mining	NO	PASSED ■
2. Present underground coal mining	NO	PASSED ■
3. Future underground coal mining	NO	PASSED ■
4. Shafts and adits (mine entries)	NO	PASSED ■
5. Coal mining geology	NO	PASSED ■
6. Past opencast coal mining	NO	PASSED ■
7. Present opencast coal mining	NO	PASSED ■
8. Future opencast coal mining	NO	PASSED ■
9. Coal mining subsidence claims	NO	PASSED ■
10. Mine gas emissions	NO	PASSED ■
11. Emergency surface hazard call out incidents	NO	PASSED ■

\*Assessment is the risk of subsidence or impact to the Site based on TerraFirma's interpretation of Official Coal Authority licensed data.

Official Coal Authority Licensed Data: V1\_87\_20180827\_F | 03.09.2018

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The Law Society

*Please see below Terrafirma's professional opinion and recommendations with regards to the property. These may be copied into your Report on Title. No physical site inspection has been carried out. This official CON29M report highlights only the information which we have determined should be drawn to your attention however, other risks may be present. Relevant prudent enquiries for the purchaser are highlighted within the professional recommendations.*

## **Professional Opinion:**

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

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

## **Professional Recommendations:**

No further actions required.

## **Considering any future development of the Site:**

Within the scope of this assessment, the Site is not considered to be susceptible to ground movement, should the Site be developed.

Entirely unrecorded mineral workings may exist and therefore in the event any adverse features are discovered during site works, please contact Terrafirma directly to discuss the appropriate further steps.

**Contact the report author by calling the Terrafirma team on: 0330 900 7500**

## Mining Hazard Map



**Site Address** 5, WEST WALL, PRESTEIGNE, POWYS, LD82BY






### Hazard Map Key

#### Coal Authority Data



##### Mine Entries

-  Adit
-  Shaft


#### Subsidence Claims

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

#### Hazard Zones

-  Zone of Influence
-  Affected Areas

 Site Boundary

 25m 50m Scales

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## Detailed findings of coal mining activity:

### 1. Past underground coal mining

PASSED ■

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

**A.**

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

### 2. Present underground coal mining

PASSED ■

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

**A.**

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

### 3. Future underground coal mining

PASSED ■

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

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

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

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

**A.**

The Site is not situated within an area which could be affected by any future underground coal mining.  
The Site is not situated within the influence of a Section 46 Notice.



## 4. Shafts and adits (mine entries)

PASSED ■

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

**A.**

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

## 5. Coal mining geology

PASSED ■

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

**A.**

There are no recorded faults, fissures or breaklines beneath or within the vicinity of the Site.

## 6. Past opencast coal mining

PASSED ■

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

**A.**

The Site is not situated within an area of any past Licence Area for the opencast extraction of coal. There are no unlicensed opencast pits or extraction sites within the vicinity of the Site.

## 7. Present opencast coal mining

PASSED ■

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

**A.**

The Site is not situated within 200 metres of an area which could be affected by currently active opencast coal mining.

## 8. Future opencast coal mining

PASSED ■

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

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

**A.**

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

## 9. Coal mining subsidence claims

PASSED ■

**Q.** (a) Has any damage notice or claim for alleged coal mining subsidence damage to the property been given, made or pursued since 1st January 1984?

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

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

**A.**

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

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

## 10. Mine gas emissions

PASSED ■

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

**A.**

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

## 11. Emergency surface hazard call out incidents

PASSED ■

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

**A.**

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

## Additional Remarks

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## Future Development

In scenarios where mining activity has been identified, a prudent developer would seek appropriate technical advice before any works are undertaken.

In these areas, if development proposals are being considered, technical advice relating to both the investigation of coal and former coal mines and their treatment should be obtained before beginning work on site. All proposals should apply good engineering practice developed for mining areas. No development should be undertaken that intersects, disturbs or interferes with any coal or mines of coal without the permission of the Coal Authority. Developers should be aware that the investigation of coal seams/former mines of coal may have the potential to generate and/or displace underground gases and these risks both under and adjacent to the development should be fully considered in developing any proposals. The need for effective measures to prevent gases entering into public properties either during investigation or after development also needs to be assessed and properly addressed. This is necessary due to the public safety implications of any development in these circumstances.

## Notice of Statutory Cover

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

In addition to the above, it should also be noted that the Coal Authority offer a Public Safety and Subsidence Department that provides a 24-hour 7 day a week call out service (Tel: 01623 646 333) to take remedial action in respect of hazards associated with the movement or collapse of any coal mineshaft or entrances to coal mines and from other coal mining related surface hazards. Further information can be found on their website: [www.groundstability.com](http://www.groundstability.com).

## Contact Terrafirma

In the event you require any further information about the results of this report, you can contact an expert at Terrafirma by emailing: [info@terrafirmasearch.co.uk](mailto:info@terrafirmasearch.co.uk); or by calling: 0330 900 7500. For further information regarding ground hazards you can visit: [www.terrafirmasearch.co.uk](http://www.terrafirmasearch.co.uk) or for information regarding the types of ground hazards that may be present in the vicinity of your property, you can visit: [www.knowyourgroundrisk.co.uk](http://www.knowyourgroundrisk.co.uk).

## Coal Search Insurance Conditions

This is a summary of the policy and does not contain the full terms and conditions of the cover which can be found in the policy document.

### Definitions

Coal Search Insurance means the insurance policy provided by ERGO Versicherung AG, UK Branch ("Insurer") which is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority.

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“Insurance” means the Insurance covering the loss in Market Value of the Property (and all other costs and expenses which have been agreed) directly attributable to any changes in the Information revealed in a subsequent Terrafirma CON29M Report which was not revealed in the Terrafirma CON29M Report (“Report”) attached to this Insurance.

“Market Value” means the value determined by an appointed RICS surveyor, such loss to be calculated at the date of the subsequent Report.

“Information” means the information in the Report compiled from the coal authority’s records:

- The Coal Authority’s records in relation to past, present and planned underground and opencast coal-mining activity, shafts and adits (vertical and horizontal entries to mines), coal-mining geology, coal-mining related hazards, coal-mining subsidence and mine gas, as recorded in the CON29M (2018) report.

**Subject to the terms of the Insurance, each Report issued for a single residential dwelling includes Insurance up to a maximum of £50,000, effective from the date of issue of the Report (“Effective Date”) until the Property is sold or, in respect of a mortgagee, until the debt secured by the mortgage is repaid.**

The Insurance applies only to the Purchaser, being:

1. the person who asked for the Report (and the mortgagee) in connection with purchase of the Property
2. the person who purchased the Property (and the mortgagee) if the person selling the Property has asked for a Report for the benefit of the Purchaser as part of a seller’s pack or if the Property has been purchased by way of auction.
3. the owner of the Property (and the mortgagee) if the Property is being re-mortgaged or the owner of the Property who has chosen to obtain a Report.
4. the Purchaser’s estate and beneficiaries, to whom the benefit of the Policy will pass in the event of the Purchaser’s death during the Period of Insurance.

The Insurance is not applicable:

1. if at the date of the claim, the Purchaser is not the legal or beneficial owner of the Property.
2. if the Property is not a single private home in the United Kingdom which is used only for residential purposes.
3. in relation to loss of a transaction for the sale or for the purchase of the Property nor for any costs incurred in relation to the loss of such transaction.
4. in respect of structural or other physical damage caused to the Property by subsidence or flooding.
5. as a result of any change in Information in response to – future underground coal mining and – future opencast coal mining.
6. if the Information in any subsequent Report after the Effective Date also appears on the attached Report.
7. to any problem revealed by the first Report after the Effective Date if the Purchaser or their legal representative knew about the problem on or before the Effective Date.
8. to any change to the CON29M (2018) Search form and/or the Report made after the Effective Date which affects the Insurer’s responsibility under this Policy, if the Insurer would not have been responsible for the loss before such change.
9. to any change in the interpretation of Information upon which the Report was produced, provided such Information remains unchanged.

The Insurer will not be responsible for any loss for which The Coal Authority may be required to pay by law.

## Conditions

1. If the Purchaser receives information about any claim, loss or incident for which the Insurer may be responsible under this Policy, the Purchaser must contact the Insurer as soon as possible.
2. If there is any claim under this Policy which is also covered by any other insurance, the Insurer will pay no more than their rateable proportion of the loss and any costs and expenses connected with it.
3. The Purchaser agrees to do and permit to be done all things that the Insurer considers necessary to minimise loss under the Policy. The Insurer will be responsible for any expense incurred in complying with this Condition.
4. The Purchaser must not make any offer promise or payment or incur any costs or expenses unless the Insurer has agreed in writing to cover such costs and expenses.
5. If there is a claim under the Insurance, the Insurer has the right to instruct a Surveyor to assess the Market Value of the Property.
6. Where the Insurer has accepted a claim and there is disagreement over the amount to be paid, the dispute can be referred to an agreed arbitrator (or in the absence of an agreement an arbitrator appointed by the President of the Chartered Institute of Arbitrators) in accordance with the law at the time.



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This CON29M Coal Mining Report has been carried out with reference to all available official Coal Authority licensed data, an extensive collection of abandoned mine plans, maps and records. From this material, we have endeavoured to provide as accurate a report as possible. Any and all analysis and interpretation of licensed Coal Authority data in this report is made by Terrafirma.

Information provided by Terrafirma in this report is compiled in response to The Law Society CON29M Coal Mining search enquiries. The scope of the assessment is concerned only with the interpretation of past, present and future extraction of coal minerals. This report does not consider the impact from non-coal mining hazards and/or natural ground stability hazards, such as subsidence, landslip or coastal erosion. In order to meet the requirements of The Law Society Guidance Notes (2018), one may also search for whether a property is within an 'affected area' for non-coal and natural ground hazards by conducting a free and publicly available online search of British Geological Survey Hazard datasets at [www.knowyourgroundrisk.co.uk](http://www.knowyourgroundrisk.co.uk).

This report is a 'remote' investigation and reviews only information provided by the client and from the databases of publicly available information that have been chosen to enable a desk based environmental assessment of the Site. The report does not include a Site Investigation, nor does Terrafirma make specific information requests of the regulatory authorities for any relevant information they may hold.

This report is concerned solely with the Site searched and should not be used in connection with adjacent properties as only relevant known mining features have been mentioned and any known features that could potentially have a direct influence upon the target Site. Other features which may be present in the general area may have been omitted for clarity.

The report is based upon the Site boundaries as shown on the supplied location plan. This report is confidential to the client, the client's legal advisor and the client's Mortgage lender, as defined in the Terrafirma & TerraSearch® terms & conditions, and as such may be used by them for conveyancing or related purposes. We have no liability toward any person or organisation not party to commissioning this report. This report or any part of it is not permitted to be reproduced, copied, altered or in any other way distributed by any other person or organisation.

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This report meets the principles and requirements of the Property Codes Compliance Board Compliance Note CN02J in respect of Coal Mining Searches.

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- 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.

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- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

**CONTACT TERRAFIRMA IF YOU WOULD LIKE A COPY OF THE SEARCH CODE**

## Complaints

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

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

### TPOs Contact Details:

The Property Ombudsman scheme, Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP, Tel: 01722 333306, Fax: 01722 332296, Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk), Web Site: [www.tpos.co.uk](http://www.tpos.co.uk).

You can get more information about the PCCB from [www.propertycodes.org.uk](http://www.propertycodes.org.uk) or from our website at [www.terrafirmasearch.co.uk](http://www.terrafirmasearch.co.uk).

## Complaints Procedure

If you want to make a complaint directly to Terrafirma, we will:

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

Complaints should be sent to: **Senior Executive, Terrafirma** - Address: 2440 The Quadrant, Aztec West Business Park, Almondsbury, Bristol, BS32 4AQ; Email: [info@terrafirmasearch.co.uk](mailto:info@terrafirmasearch.co.uk); Telephone: 0330 900 7500.

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 his final decision.

**WE TRUST THIS REPORT PROVIDES THE INFORMATION YOU REQUIRE. PLEASE CONTACT US IF YOU HAVE ANY QUERIES OR IF WE CAN BE OF ANY FURTHER ASSISTANCE.**

## **Auction Pack**

### **Schedule of Documents**

1. Contract
2. Epitome of Title
3. Letter from Powys County Council dated 15.08.2018 reference the Garage
4. Property Information Form
5. Fittings and Contents Form
6. Form of Compliance of Electrical Work
7. Office Copy Entries and filed plan for Title Number CYM145978
8. Office Copy Entries and filed plan for Title Number WA731514
9. Coal Mining Search
10. Drainage Search
11. Environmental Search
12. Local Search (to follow)