

AUCTION PACK

relating to

**Lower Tan House
Staunton-on-Arrow
Herefordshire
HR6 9HS**

FOR SALE BY PUBLIC AUCTION

on

Thursday 20th September 2018

6.00pm

at

Luctonians Rugby and Sports Club

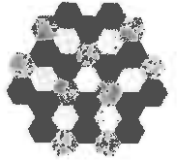
Kingsland

HR6 9SB

**THIS PACK IS NOT TO BE REMOVED FROM THE RECEPTION
AREA AT LAMBE CORNER SOLICITORS**

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Official copy of register of title

Title number HE59964

Edition date 05.04.2018

- This official copy shows the entries in the register of title on 18 June 2018 at 10:35:36.
- 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 18 June 2018.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see www.gov.uk/land-registry.
- This title is dealt with by HM Land Registry Telford Office.

A: Property register

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

HEREFORDSHIRE

- 1 (05.04.2018) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Lower Tan House, Staunton On Arrow, Leominster (HR6 9HS).

NOTE: There is excluded from the registration the Staunton Park Estate water supply system excepted by the Conveyance dated 11 July 1924 referred to in the Charges Register.

B: Proprietorship register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (05.04.2018) PROPRIETOR: HENRY RICHARD WILLIAM FAIRBAIRN of 36/37, Bridge Street, Hereford HR4 9DJ Administrator of Aileen Norah Pritchard deceased.
- 2 (05.04.2018) The value as at 5 April 2018 for the land in this title and in title HE60422 was stated to be between £200,001 and £500,000.

Title number HE59964

C: Charges register

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

- 1 (05.04.2018) A Conveyance of the land in this title dated 11 July 1924 made between (1) Roger Charlton Parr (2) William Abel Fowler and (3) William Spencer Madan contains restrictive covenants.

NOTE: Copy filed.

- 2 (05.04.2018) The land is subject to any rights that are reserved by the Conveyance dated 11 July 1924 referred to above and affect the registered land.

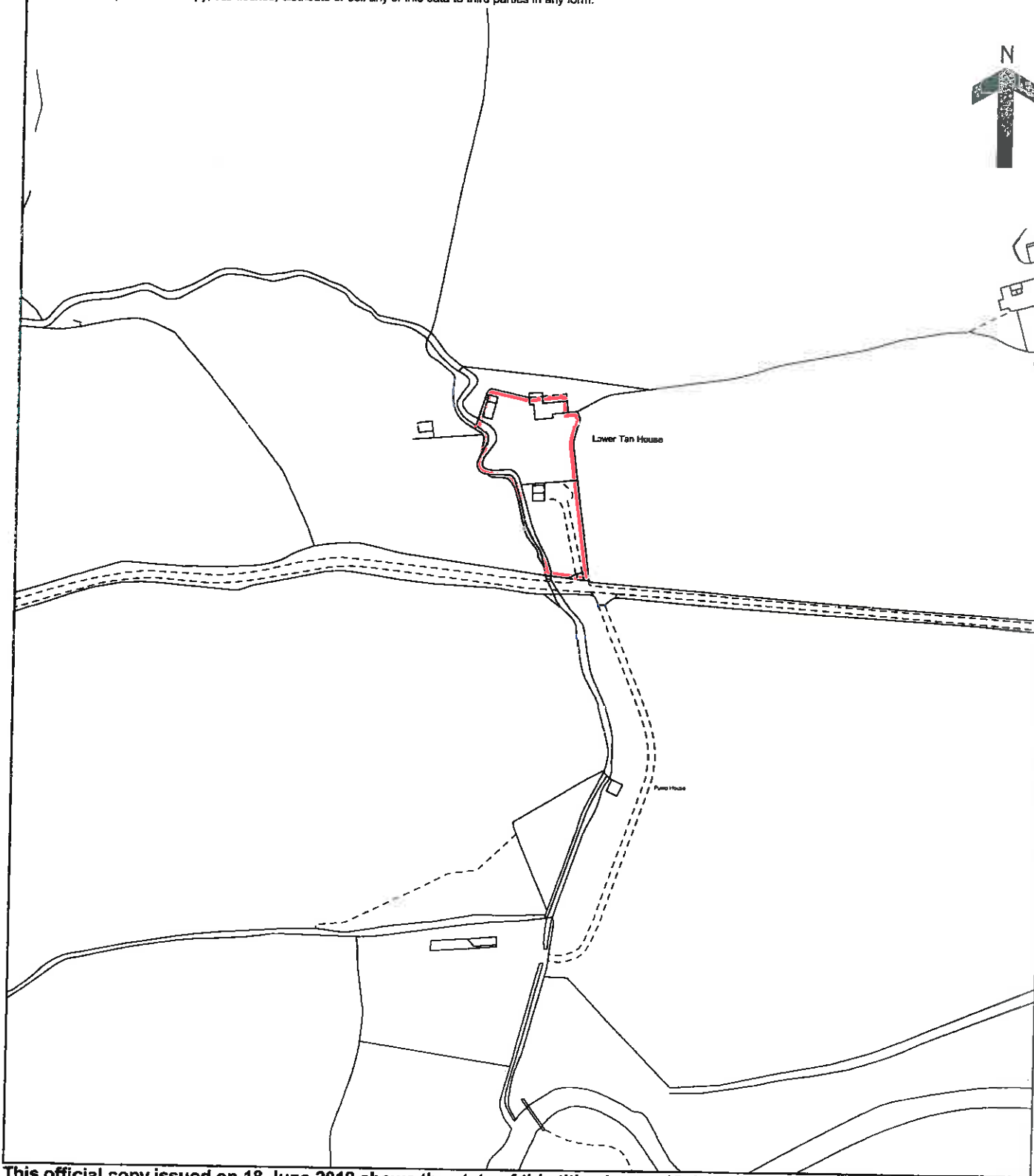
End of register

HM Land Registry
Official copy of
title plan

Title number **HE59964**
Ordnance Survey map reference **SO3560SW**
Scale **1:2500**
Administrative area **Herefordshire**



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This official copy issued on 18 June 2018 shows the state of this title plan on 18 June 2018 at 10:35:36.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale.
Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Telford Office.

OWNER WAYLEAVE CONSENT

Consent No. 46/P
Date: 27th July 2013

1. **PARTIES:**
- 1.1 WPD being Western Power Distribution (West Midlands) Plc, Registered in England & Wales No 3600574 Avonbank, Feeder Road, Bristol. BS2 0TB and includes any successors in title or assigns of WPD; AND
- 1.2 the Grantor being **Mrs A N Pritchard of Lower Tan House, Staunton on Arrow, Leominster, Herefordshire, HR6 9LE**
2. **DEFINITIONS:**
- | | |
|-------------|--|
| "the Act" | means the Electricity Act 1989 as amended by the Utilities Act 2000; |
| "Apparatus" | means the equipment described in Schedule 1 to be installed by WPD on the Premises; |
| "Plan" | means the plan(s) numbered CDG1623 and attached to this Agreement; |
| "Premises" | means being Lower Tan House, Staunton on Arrow, Leominster, HR6 9LE |
| "Works" | means the works to be carried out by WPD to install the Apparatus within over or under the Premises and in the approximate position indicated on the Plan. |

3. **TERMS & CONDITIONS**

Ownership: The Grantor confirms ownership of the Premises and confirms that there are no other persons entitled to occupation or who have rights over the Premises.

Consent: The Grantor consents to WPD and their servants, agents, contractors and employees:

- (a) carrying out the Works;
- (b) retaining, maintaining, repairing, inspecting, adjusting, renewing and removing the Apparatus;
- (c) felling or lopping of any tree or hedge to a clearance that prevents interference with the Apparatus;
- (d) with reasonable notice (except in an emergency) entering the Premises or adjoining land with or without workmen vehicles plant and machinery to exercise all or any of the rights referred to in 3 (a) – (c)

Damage: If WPD causes any damage to the Premises (or adjoining land owned by the Grantor) in carrying out the Works or by maintenance, repair, inspection or removal of the Apparatus the Grantor must notify WPD as soon as reasonably practicable. WPD may then, at its option, either make good the damage to the reasonable satisfaction of the Grantor or pay the Grantor reasonable compensation.

Payment: In consideration for the Grantor giving consent WPD will:

- (a) pay an annual sum in each calendar year in the month specified by WPD from time to time such annual sum to be based on WPD's scale of rates of £1.15

If an annual sum is payable it will be increased from time to time in accordance with the advisory rates recommended by the National Farmers Union, Farmers Union of Wales and The Country Land and Business Association to their members.

Termination: This agreement may be terminated by either party by giving 12 months notice in writing. Such termination will not affect statutory rights of WPD.

Indemnity: Save where due to an act default or omission of the Grantor WPD will keep the Grantor indemnified against all actions, claims, costs and expenses which may be made against or suffered by the Grantor by reason of any default or negligence on the part of WPD in carrying out its rights under this agreement Provided that the Grantor shall: (i) as soon as reasonably practicable give notice in writing to WPD of any such action or claim brought or threatened against the Grantor; (ii) permit WPD to have exclusive conduct of any matter arising under para (i); and (iii) not admit liability in respect of, nor settle or compromise such action or claim without the consent of WPD. WPD may at their own expense defend any such action or claim in the name of the Grantor.

SCHEDULE 1: THE APPARATUS

Approximately 10 metres of low voltage underground electric line installed in the approximate position detailed on the attached plan

Location: STAUNTON ON ARROW Grid Ref: SO 3560NW Line: _____

SIGNED by the Grantor /Grantor's Agent *delete as appropriate* A N Pritchard Dated 27 July 2013

NOTE: PLEASE ALSO SIGN THE WAYLEAVE PLAN

SIGNED for WPD [Signature] Dated 25th July 2013

YOUR ATTENTION IS DRAWN TO THE NOTICE ON THE REVERSE

NOTICE UNDER THE PROVISIONS OF PARAGRAPH 6 OF SCHEDULE 4 TO THE ACT

1. WPD is a licence holder under the Act.
2. In connection with its activities as a licence holder, it is necessary for WPD to install the Works and retain the Apparatus described in Schedule 1.
3. WPD requires you to give the consent to the installation of the Works and retention of the Apparatus.
4. If the consent:
 - (a) is not given within 28 days of the date on which this form was given or posted to you: or
 - (b) is given subject to terms and conditions to which WPD objects,

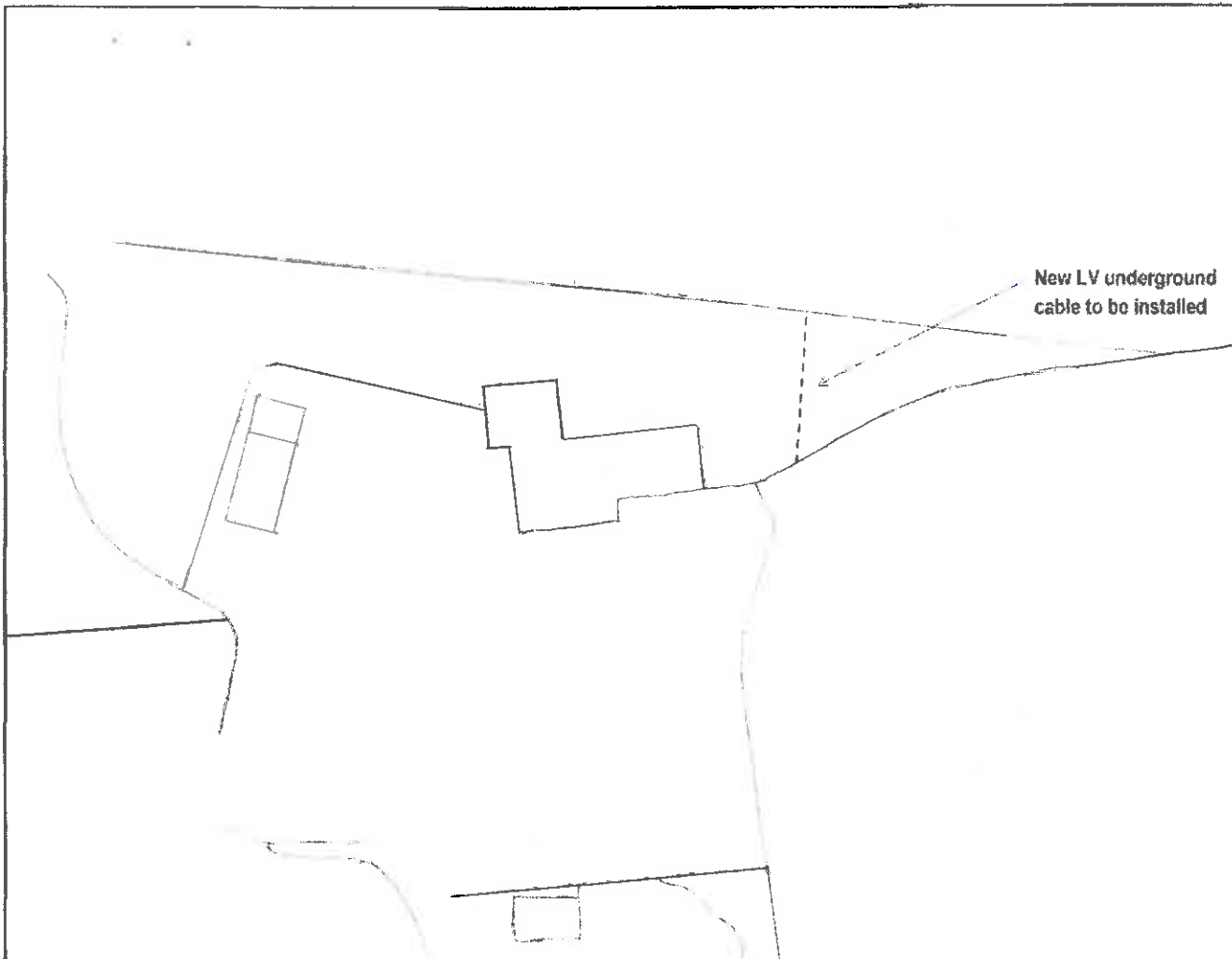
WPD will have the right to apply to the Secretary of State to grant consent by way of a necessary wayleave subject to such terms and conditions and for such period as it thinks fit

SUMMARY OF WPD'S STATUTORY POWERS UNDER THE ACT

The Wayleave consent sets out the agreement between the parties. For information, WPD also has the following statutory powers to install and retain electric lines.

1. WPD has the statutory right to:
 - (a) Install electric lines:
 - (i) over any land but not over land on which there is a private dwelling including the garden of that dwelling or which has the benefit of planning permission for a private dwelling; and
 - (ii) underneath any land.
 - (b) Retain existing electric lines:
 - (i) over any land; and
 - (ii) underneath any land.
2. The above rights are only exercisable by WPD provided WPD has served on the owner / occupier of the land written notice of its intention to install or retain any existing electric lines and the owner / occupier:
 - (a) notifies his consent to WPD within the period specified in the notice; or
 - (b) refuses consent and the matter is referred to the Secretary of State who, after giving all parties concerned an opportunity of being heard, grants consent; or
 - (c) gives his consent subject to terms and conditions which are either accepted by WPD or if not accepted are referred to the Secretary of State who, after giving all parties concerned an opportunity of being heard, may grant consent.

PLEASE ALSO NOTE THAT A COPY OF THIS SIGNED AGREEMENT SHOULD BE KEPT WITH THE DEEDS OF YOUR PROPERTY



New LV underground cable to be installed

This is the plan referred to in the Wayleave Consent

dated 27.8.13 Granted by me in favour of Western Power Distribution (West) plc

SIGN HERE *J. Lee N. Pritchard*

SIGNED ON BEHALF OF WPD (West) plc *[Signature]*

This plan is based upon the ordnance survey maps by Western Power Distribution (West) plc with the sanction of the controller of H.M. Stationary Office © Crown Copyright Reserved.

WESTERN POWER DISTRIBUTION				
SCHEME Pump Supply, Lower Tan House, Staunton on Arrow, Herefordshire				PROJECT No.
				1514293
LEGEND	VOLTAGE	EXISTING	PROPOSED	TO BE REMOVED
OVERHEAD LINE	LV			
UNDERGROUND CABLE			- - - - -	
SUPPORT POSITIONS				
STAYS				
STRUTS				
SCALE 1:500		OS PLAN No. S03560NW PLAN No. CDG1623		
Based upon the ordnance survey with the sanction of the controller of H.M. Stationary Office				

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Drawing/Project No:
Date:
Scale: 1:500
Centre: 335.43km, 260.45km
Grid Reference: s03560nw

IMPORTANT NOTICES
 - These plans are provided for use with Legal & Wayleave documentation only. Not all cables, overhead lines or substations will be shown.
 - For free advice on working near underground electricity cables or overhead electricity lines, call our CableSafe team free on 0800 0150927.
 Crown Copyright © All Rights Reserved. Ordnance Survey Numbers: Central Networks East 100024877, Central Networks West 100021807. Any information provided by Central Networks is copyright and may not be reproduced in any form without written permission

This is an important Document.
It should be kept with the
Title Documents to the Property.

44/0 93136



46093136

MIDLANDS ELECTRICITY BOARD

*Delete as appropriate * OWNER'S AND/OR OCCUPIER'S CONSENT FOR THE PLACING & MAINTAINING OF ELECTRIC LINES

ELECTRICITY SUPPLY ACTS 1882 - 1936
ELECTRICITY ACTS 1947 AND 1957

* I/WE ... MAJOR W. J. PRITCHARD ...
of ... LOWER TAN HOUSE STANTON-ON-ARROW ...
... LICHFIELD, HEREFORDSHIRE ...

being the * Owner and/or Occupier (hereinafter referred to as "the Grantor") of the property hereinafter mentioned in Part I of the First Schedule hereof HEREBY CONSENT to The Midlands Electricity Board (hereinafter referred to as "the Board") placing and maintaining the electric lines and works in the approximate position shown by a black line on the plan numbered ~~80.3560~~ annexed hereto and as specified in Part II of the First Schedule hereto (hereinafter collectively referred to as "the electric lines") over under along or across the said property subject to the conditions specified in the Second Schedule hereto.

Dated this Ninth day of September 1982
Signature of Grantor W. J. Pritchard
FIRST SCHEDULE W. J. Pritchard

PART I

Property situate at Stanton-on-Arrow in the County of Hereford & Worcester and known as Plot No. 3348

PART II

* Overhead ~~Electric Lines~~ Electric Lines for distributing and/or transmitting electricity together with 2 towers 1 poles 1 stays and the associated apparatus including ducts pipes brackets cleats pillars pole mounted transformers earth wires earth mats turrets or boxes required by the Board in connection therewith. Being poles 7 (stay) and 8.

SECOND SCHEDULE

1. The expression "placing and maintaining the electric lines" includes the erection laying placing user maintenance repair renewal inspection and removal of the electric lines or any part or parts thereof together with the right for the Board to enter on to the property of the Grantor for any of these purposes including any necessary felling lopping or cutting of trees or hedges.
2. The Board may from time to time make such reasonable alterations to the electric lines as may be necessary or desirable.
3. The Board shall pay to the Grantor an annual acknowledgment in respect of the electric lines in accordance with the rates approved by the Board from time to time in force. At the date hereof the said acknowledgment totals the amount first referred to overleaf.
4. This consent shall remain in force for a period of 21 years calculated from the date hereof and may be terminated at any time thereafter by either party giving to the other twelve calendar months' previous notice in writing but such termination shall be without prejudice to any relevant statutory rights for the time being in force.

Horseley Head 11kV line

93/36

ANNUAL ACKNOWLEDGMENT.

Date of Commencement.	Date Due.	Amount. £.	
1-7-83	July	2	86

Any enquiries relating to this Consent should be addressed to the Board's
~~Publicity~~ Office at

Biddings Road

LUDLOW

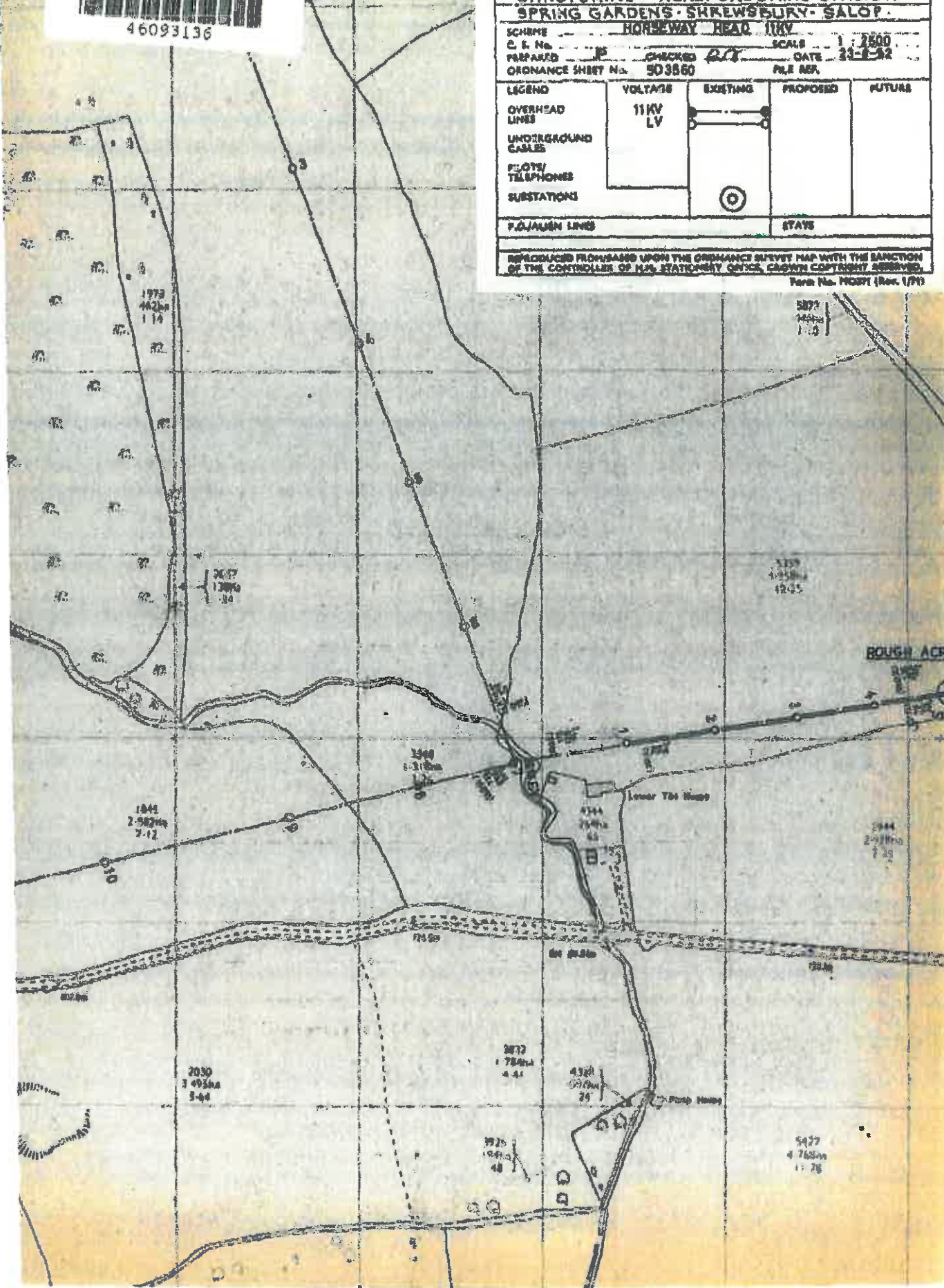
Shropshire



46093136

16/09/31/86

MIDLANDS ELECTRICITY				
SHROPSHIRE - HEREFORDSHIRE DIVISION				
SPRING GARDENS - SHREWSBURY - SALOP.				
SCHEME HORSEWAY HEAD 11KV				
C. & E. No.	15	CHECKED	RT	SCALE 1:2500
PREPARED		DATE	23-1-82	
ORDNANCE SHEET No.	503560	FILE REF.		
LEGEND	VOLTAGE	EXISTING	PROPOSED	FUTURE
OVERHEAD LINES	11KV LV			
UNDERGROUND CABLES				
PLOTS/TELEPHONES				
SUBSTATIONS				
F.O. JARVIS LINES			STAYS	
<small>REPRODUCED FROM/BASED UPON THE ORDNANCE SURVEY MAP WITH THE SANCTION OF THE CONTROLLER OF H.M. STATIONERY OFFICE, CROWN COPYRIGHT RESERVED.</small> <small>Form No. MD071 (Rev. 1/79)</small>				



4268255

IMPORTANT INFORMATION OVERLEAF



The 3 window(s) / 0 door(s) installed in a dwelling at

**Lower Tan House, Staunton-on-Arrow,
LEOMINSTER, Herefordshire, HR6 9HS**

On

15/11/2006

are certified by the installer

Reg No: 10155

**Howan Limited t/a Hereford Window & Conservatory
Centre**

to be compliant with sections 4 & 7 of the Building
Regulations 2000

The Fenestration Self Assessment Scheme

If the address, window/door count or installation date is incorrect please contact your installer directly

7418030

IMPORTANT INFORMATION OVERLEAF



The 1 window(s) / 0 door(s) installed in a dwelling at

**Lower Tan House, Staunton-on-Arrow,
LEOMINSTER, Herefordshire, HR6 9HS**

On

14/05/2010

are certified by the installer

Reg No: 12404

Everest Ltd

to be compliant with sections 4 & 7 of the Building
Regulations 2000

The Fenestration Self Assessment Scheme

If the address, window/door count or installation date is incorrect please contact your installer directly

7796915

IMPORTANT INFORMATION OVERLEAF



The 1 window(s) / 0 door(s) installed in a dwelling at

**Lower Tan House, Staunton-on-Arrow,
LEOMINSTER, Herefordshire, HR6 9HS**

On

01/11/2010

are certified by the installer

Reg No: 12404

Everest Ltd

to be compliant with sections 4 & 7 of the Building
Regulations 2000

The Fenestration Self Assessment Scheme

If the address, window/door count or installation date is incorrect please contact your installer directly

9505433

IMPORTANT INFORMATION OVERLEAF



The 1 window(s) / 0 door(s) installed in a dwelling at

**Lower Tan House, Staunton-on-Arrow,
LEOMINSTER, Herefordshire, HR6 9HS**

On

11/04/2013

are certified by the installer

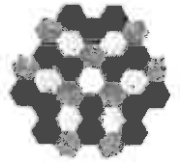
Reg No: 12404

Everest Ltd

to be compliant with sections 4 & 7 of the Building
Regulations 2000

The Fenestration Self Assessment Scheme

If the address, window/door count or installation date is incorrect please contact your installer directly



Official copy of register of title

Title number HE60422

Edition date 24.05.2018

- This official copy shows the entries in the register of title on 18 June 2018 at 10:50:06.
- 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 18 June 2018.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
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- This title is dealt with by HM Land Registry Telford Office.

A: Property register

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

HEREFORDSHIRE

- 1 (24.05.2018) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Lower Tan House, Staunton On Arrow, Leominster (HR6 9HS).

NOTE: There is excluded from the registration the Staunton Park Estate water supply system as referred to in a Conveyance of adjoining land dated 11 July 1924 and filed under title number HE59964.

B: Proprietorship register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title possessory

- 1 (24.05.2018) PROPRIETOR: HENRY RICHARD WILLIAM FAIRBAIRN of 36/37, Bridge Street, Hereford HR4 9DJ Administrator of Aileen Norah Pritchard deceased.
- 2 (24.05.2018) The value as at 24 May 2018 for the land in this title and in title HE59964 was stated to be between £200,001 and £500,000.

Title number HE60422

C: Charges register

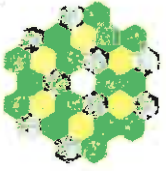
This register contains any charges and other matters that affect the land.

- 1 (24.05.2018) The deeds and documents of title having been lost the land is subject to such restrictive covenants as may have been imposed thereon before 24 May 2018 and are still subsisting and capable of being enforced.

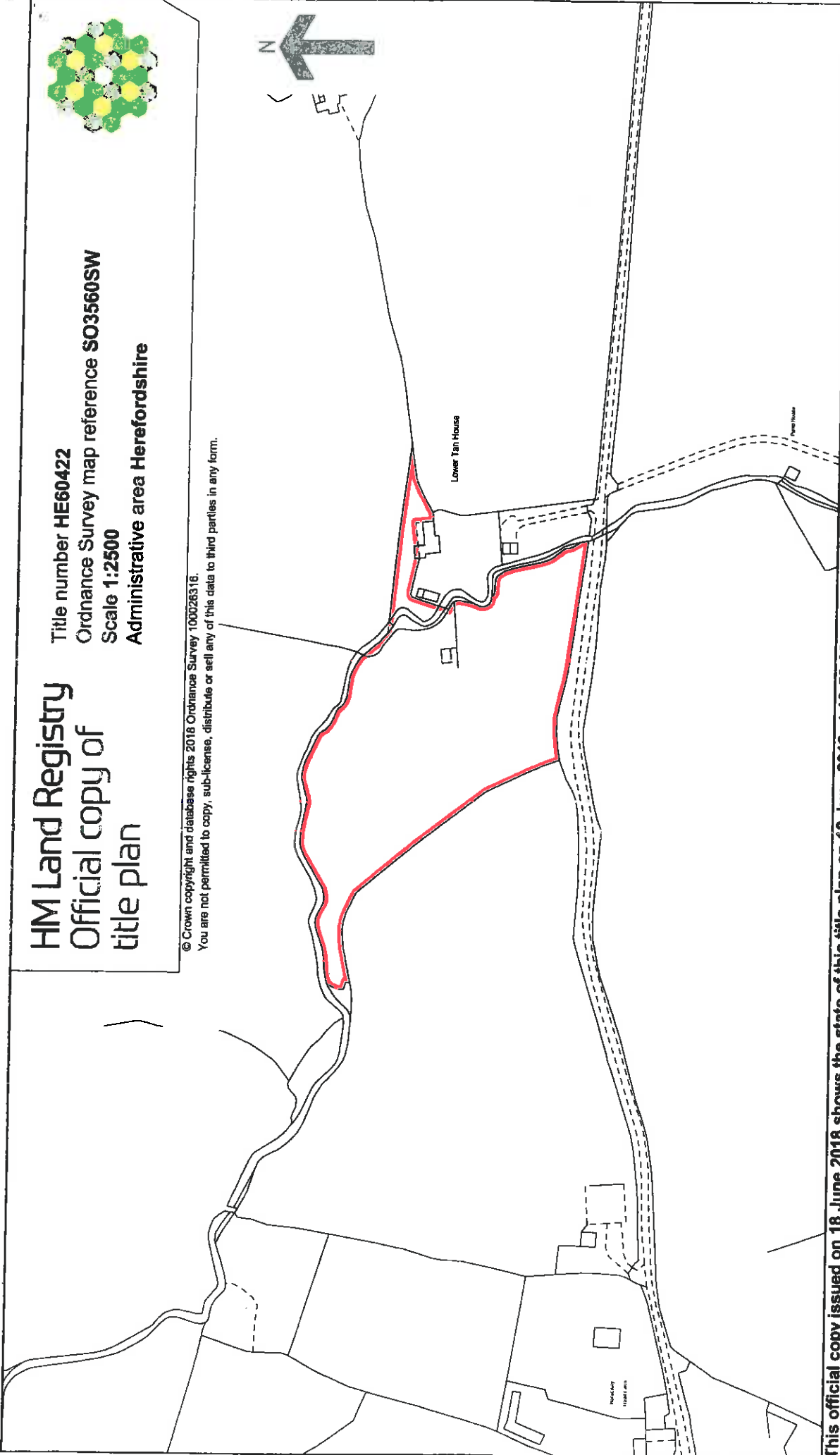
End of register

HM Land Registry
Official copy of
title plan

Title number **HE60422**
Ordnance Survey map reference **SO3560SW**
Scale **1:2500**
Administrative area **Herefordshire**



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CONTRACT

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

For conveyancer's use only

Buyer's conveyancer:

Seller's conveyancer:

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

The information above does not form part of the Contract

Date :
Seller : Henry Richard William Fairbairn as Administrator of Aileen Norah Pritchard Deceased
Buyer :
Property (freehold/leasehold) : Lower Tan House, Staunton On Arrow, Leominster, HR6 9HS
Title number : HE59964 and HE60422
Specified incumbrances : The matters contained or referred to in the Registers of Title and the Special Conditions herein
Title guarantee : Limited
Completion date :
Contract rate : The Law Society rate
Purchase price :
Deposit :
Contents price (if separate) :
Balance :

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

WARNING

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

Signed

Seller/Buyer

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

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

- 4.6.3 The transfer is to have effect as if the disposition is expressly made subject to all matters covered by condition 3.1.2 and, if the property is leasehold, is to contain a statement that the covenants set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1924 will not extend to any breach of the tenant's covenants in the lease relating to the physical state of the property.
- 4.6.4 If after completion the seller will remain bound by any obligation affecting the property which was disclosed to the buyer before the contract was made, but the law does not imply any covenant by the buyer to indemnify the seller against liability for future breaches of it: (a) the buyer is to covenant in the transfer to indemnify the seller against liability for any future breach of the obligation and to perform it from then on, and (b) if required by the seller, the buyer is to execute and deliver to the seller on completion a duplicate transfer prepared by the buyer.
- 4.6.5 The seller is to arrange at his expense that, in relation to every document of title which the buyer does not receive on completion, the buyer is to have the benefit of: (a) a written acknowledgement of his right to its production, and (b) a written undertaking for its safe custody (except while it is held by a mortgagee or by someone in a fiduciary capacity).
- 4.7 **Membership of company**
Where the seller is, or is required to be, a member of a company that has an interest in the property or has management responsibilities for the property or the surrounding areas, the seller is, without cost to the buyer, to provide such documents on completion as will enable the buyer to become a member of that company.
5. **RISK, INSURANCE AND OCCUPATION PENDING COMPLETION**
- 5.1.1 The property is at the risk of the buyer from the date of the contract.
- 5.1.2 The seller is under no obligation to the buyer to insure the property unless: (a) the contract provides that a policy effected by or for the seller and insuring the property or any part of it against liability for loss or damage is to continue in force, or (b) the property or any part of it is let on terms under which the seller (whether as landlord or as tenant) is obliged to insure against loss or damage.
- 5.1.3 If the seller is obliged to insure the property under condition 5.1.2, the seller is to: (a) do everything necessary to maintain the policy, (b) permit the buyer to inspect the policy or evidence of its terms (c) if before completion the property suffers loss or damage: (i) pay to the buyer on completion the amount of the policy monies which the seller has received, so far as not applied in repairing or reinstating the property, and (ii) if no final payment has then been received, assign to the buyer, at the buyer's expense, all rights to claim under the policy in such form as the buyer reasonably requires and pending execution of the assignment hold any policy monies received in trust for the buyer (d) cancel the policy on completion.
- 5.1.4 Where the property is leasehold and the property, or any building containing it, is insured by a reversioner or other third party, the seller is to use reasonable efforts to ensure that the insurance is maintained until completion and if, before completion, the property or building suffers loss or damage the seller is to assign to the buyer on completion, at the buyer's expense, such rights as the seller may have in the policy monies, in such form as the buyer reasonably requires.
- 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: (a) cannot transfer it (b) may permit members of his household to occupy the property (c) is to pay or indemnify the seller against all outgoing and other expenses in respect of the property (d) is to pay the seller a fee calculated at the contract rate on a sum equal to the purchase price (less any deposit paid) for the period of the licence (e) is entitled to any rents and profits from any part of the property which he does not occupy (f) is to keep the property in as good a state of repair as it was in when he went into occupation (except for fair wear and tear) and is not to alter it (g) if the property is leasehold, is not to do anything which puts the seller in breach of his obligations in the lease, and (h) is to quit the property when the licence ends.
- 5.2.3 The buyer is not in occupation for the purposes of this condition if he merely exercises rights of access given solely to do work agreed by the seller.
- 5.2.4 The buyer's licence ends on the earliest of: completion date, rescission of the contract or when five working days' notice given by one party to the other takes effect.
- 5.2.5 If the buyer is in occupation of the property after his licence has come to an end and the contract is subsequently completed he is to pay the seller compensation for his continued occupation calculated at the same rate as the fee mentioned in condition 5.2.2(d).
- 5.2.6 The buyer's right to raise requisitions is unaffected.
6. **COMPLETION**
- 6.1 **Date**
- 6.1.1 Completion date is twenty working days after the date of the contract but time is not of the essence of the contract unless a notice to complete has been served.
- 6.1.2 If the money due on completion is received after 2.00pm, completion is to be treated, for the purposes only of conditions 6.3 and 7.2, as taking place on the next working day as a result of the buyer's default.
- 6.1.3 Condition 6.1.2 does not apply and the seller is treated as in default if: (a) the sale is with vacant possession of the property or any part of it, and (b) the buyer is ready, able and willing to complete but does not pay the money due on completion until after 2.00pm because the seller has not vacated the property or that part by that time.
- 6.2 **Arrangements and place**
- 6.2.1 The buyer's conveyancer and the seller's conveyancer are to co-operate in agreeing arrangements for completing the contract.
- 6.2.2 Completion is to take place in England and Wales, either at the seller's conveyancer's office or at some other place which the seller reasonably specifies.
- 6.3 **Apportionments**
- 6.3.1 On evidence of proper payment being made, income and outgoings of the property are to be apportioned between the parties so far as the change of ownership on completion will affect entitlement to receive or liability to pay them.
- 6.3.2 If the whole property is sold with vacant possession or the seller exercises his option in condition 7.2.4, apportionment is to be made with effect from the date of actual completion; otherwise, it is to be made from completion date.
- 6.3.3 In apportioning any sum, it is to be assumed that the seller owns the property until the end of the day from which apportionment is made and that the sum accrues from day to day at the rate at which it is payable on that day.
- 6.3.4 For the purpose of apportioning income and outgoings, it is to be assumed that they accrue at an equal daily rate throughout the year.
- 6.3.5 When a sum to be apportioned is not known or easily ascertainable at completion, a provisional apportionment is to be made according to the best estimate available. As soon as the amount is known, a final apportionment is to be made and notified to the other party. Any resulting balance is to be paid no more than ten working days later, and if not then paid the balance is to bear interest at the contract rate from then until payment. Compensation payable under condition 5.2.5 is not to be apportioned.
- 6.3.6 Compensation payable under condition 5.2.5 is not to be apportioned.
- 6.4 **Amount payable**
The amount payable by the buyer on completion is the purchase price and the contents price (less any deposit already paid to the seller or his agent) adjusted to take account of: (a) apportionments made under condition 6.3 (b) any compensation to be paid or allowed under condition 7.2 (c) any sum payable under condition 5.1.3.
- 6.5 **Title deeds**
- 6.5.1 As soon as the buyer has complied with all his obligations under this contract on completion the seller must hand over the documents of title.
- 6.5.2 Condition 6.5.1 does not apply to any documents of title relating to land being retained by the seller after completion.
- 6.6 **Rent receipts**
The buyer is to assume that whoever gave any receipt for a payment of rent or service charge which the seller produces was the person or the agent of the person then entitled to that rent or service charge.
- 6.7 **Means of payment**
The buyer is to pay the money due on completion by a direct transfer of cleared funds from an account held in the name of a conveyancer at a clearing bank and, if appropriate, an unconditional release of a deposit held by a stakeholder.
- 6.8 **Notice to complete**
- 6.8.1 At any time after the time applicable under condition 6.1.2 on completion date, a party who is ready, able and willing to complete may give the other a notice to complete.
- 6.8.2 The parties are to complete the contract within ten working days of giving a notice to complete, excluding the day on which the notice is given. For this purpose, time is of the essence of the contract.
- 6.8.3 On receipt of a notice to complete: (a) if the buyer paid no deposit, he is forthwith to pay a deposit of 10 per cent (b) if the buyer paid a deposit of less than 10 per cent, he is forthwith to pay a further deposit equal to the balance of that 10 per cent.
7. **REMEDIES**
- 7.1 **Errors and omissions**
- 7.1.1 If any plan or statement in the contract, or in the negotiations leading to it, is or was misleading or inaccurate due to an error or omission by the seller, the remedies available to the buyer are as follows: (a) When there is a material difference between the description or value of the property, or of any of the contents included in the contract, as represented and as it is, the buyer is entitled to damages. (b) An error or omission only entitles the buyer to rescind the contract: (i) where it results from fraud or recklessness, or (ii) where he would be obliged, to his prejudice, to accept property differing substantially (in quantity, quality or tenure) from what the error or omission had led him to expect.
- 7.1.2 If either party rescinds the contract: (a) unless the rescission is a result of the buyer's breach of contract the deposit is to be repaid to the buyer with accrued interest (b) the buyer is to return any documents he received from the seller and is to cancel any registration of the contract.
- 7.2 **Late completion**
- 7.2.1 If there is default by either or both of the parties in performing their obligations under the contract and completion is delayed, the party whose total period of default is the greater is to pay compensation to the other party.
- 7.2.2 Compensation is calculated at the contract rate on an amount equal to the purchase price, less (where the buyer is the paying party) any deposit paid, for the period by which the paying party's default exceeds that of the receiving party, or, if shorter, the period between completion date and actual completion.
- 7.2.3 Any claim for loss resulting from delayed completion is to be reduced by any compensation paid under this contract.
- 7.2.4 Where the buyer holds the property as tenant of the seller and completion is delayed, the seller may give notice to the buyer, before the date of actual completion, that he intends to take the net income from the property until completion. If he does so, he cannot claim compensation under condition 7.2.1 as well.
- 7.3 **After completion**
Completion does not cancel liability to perform any outstanding obligation under this contract.
- 7.4 **Buyer's failure to comply with notice to complete**
- 7.4.1 If the buyer fails to complete in accordance with a notice to complete, the following terms apply.
- 7.4.2 The seller may rescind the contract, and if he does so: (a) he may: (i) forfeit and keep any deposit and accrued interest (ii) resell the property and any contents included in the contract (iii) claim damages (b) the buyer is to return any documents he received from the seller and is to cancel any registration of the contract.
- 7.4.3 The seller retains his other rights and remedies.
- 7.5 **Seller's failure to comply with notice to complete**
- 7.5.1 If the seller fails to complete in accordance with a notice to complete, the following terms apply.
- 7.5.2 The buyer may rescind the contract, and if he does so: (a) the deposit is to be repaid to the buyer with accrued interest (b) the buyer is to return any documents he received from the seller and is, at the seller's expense, to cancel any registration of the contract.
- 7.5.3 The buyer retains his other rights and remedies.
8. **LEASEHOLD PROPERTY**
- 8.1 **Existing leases**
- 8.1.1 The following provisions apply to a sale of leasehold land.
- 8.1.2 The seller having provided the buyer with copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.
- 8.2 **New leases**
- 8.2.1 The following provisions apply to a contract to grant a new lease.
- 8.2.2 The conditions apply so that: 'seller' means the proposed landlord 'buyer' means the proposed tenant 'purchase price' means the premium to be paid on the grant of a lease. The lease is to be in the form of the draft attached to the contract.
- 8.2.3 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.
- 8.2.4 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.
- 8.2.5 The buyer is to execute the counterpart and deliver it to the seller on completion.
- 8.3 **Consent**
- 8.3.1 The following provisions apply if a consent to let, assign or sub-let is required to complete the contract (b) In this condition 'consent' means consent in the form which satisfies the requirement to obtain it.
- 8.3.2 (a) The seller is to apply for the consent at his expense, and to use all reasonable efforts to obtain it. (b) The buyer is to provide all information and references reasonably required. Unless he is in breach of his obligation under condition 8.3.2, either party may rescind the contract by notice to the other party if three working days before completion date (or before a later date on which the parties have agreed to complete the contract): (a) the consent has not been given, or (b) the consent has been given subject to a condition to which a party reasonably objects. In that case, neither party is to be treated as in breach of contract and condition 7.1.2 applies.
9. **CONTENTS**
- 9.1 The following provisions apply to any contents which are included in the contract, whether or not a separate price is to be paid for them.
- 9.2 The contract takes effect as a contract for sale of goods.
- 9.3 The buyer takes the contents in the physical state they are in at the date of the contract.
- 9.4 Ownership of the contents passes to the buyer on actual completion.

Buyer's conveyancer's name:

E-mail address:*

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

Standard Conditions of Sale





Herefordshire Council

REGISTER OF LOCAL LAND CHARGES OFFICIAL CERTIFICATE OF SEARCH

Enquirer: PROPERTY SEARCH GROUP
DX 17257 HEREFORD

Official Number: 2017/01546

Dated: 14/02/2018

Enquirer's Reference: AC/P10089-0002/PRITCHARD

Requisition for Search: An official search is required in the register of local land charges kept by the below-named registering authority for subsisting registrations against the land described below.

Registering Authority: Herefordshire Council

Search Address: Lower Tan House
Staunton On Arrow
Leominster
HR6 9HS

Total Fee - £165.00

Official Certificate of Search

It is hereby certified that the search requested above reveals the 2 registration(s) described in the Schedule(s) hereto up to and including the date of this Certificate.

Signed

Teresa Farmer
Land Charges Manager
On behalf of Herefordshire Council

Date: 22/02/2018

**REGISTER OF LOCAL LAND CHARGES
SCHEDULE TO OFFICIAL CERTIFICATE OF SEARCH**

PART 3(b) OF REGISTER : OTHER PLANNING CHARGES

The County of Hereford (Area of Special Control of Advertisements) Order, 1965 dated 19th August 1965, under Town and Country Planning Act 1962 - Town and Country Planning (Control of Advertisements) Regulations 1960.

Originating Authority

THE SHIREHALL HEREFORDSHIRE COUNCIL - LEGAL
DEPARTMENT ST PETER'S SQUARE HEREFORD HR1
2HX (THE SHIREHALL HEREFORDSHIRE COUNCIL -
LEGAL DEPARTMENT)

Place where relevant documents may be inspected

Land Charges Department (Herefordshire Council Archive
and Record Centre, Fir Tree Lane, Rotherwas, Hereford.
HR2 6LA.)

LLC1 DOCUMENT Ref.:

83

Site Address/Location

SPECIAL CONTROL OF ADVERTISEMENTS

Date of Registration

27 August, 1980

PLANNING PERMISSIONS - CONDITIONAL APPROVAL

Application Number: 97/0868/N

Development Address: LOWER TAN HOUSE HR6 9HS

Decision/Decision Date: APPROVED WITH CONDITIONS - 10/12/1997

Development Description: PLANNING PERMISSION
Erection of storage/workshop building for domestic use

Originating Authority

Planning Department, Herefordshire Council (Plough Lane
Offices
Plough Lane
Hereford
HR4 0LE)

Place where relevant documents may be inspected

Planning Department (Planning Desk,
Herefordshire Archive and Records Centre,
Fir Tree Lane,
Rotherwas,
Hereford.
HR2 6LA
)

LLC1 DOCUMENT Ref.:

97/0868/N

Site Address/Location

LOWER TAN HOUSE HR6 9HS

Date of Registration

10 December, 1997

Law Society CON29 Enquiries of Local Authority (2016)

Property Address: Lower Tan House, Staunton On Arrow, Leominster , HR6 9HS

1 PLANNING AND BUILDING REGULATIONS

1.01 Planning and Building Regulation Decisions and Pending Applications Which of the following relating to the property have been granted Issued or refused or (where applicable) are the subject of pending applications or agreements-

1.01

1.01(a) Planning permission

1.01(a) 1.1 (a) to (i) - see attached schedule

1.01(b) a listed building consent

1.01(b) .

1.01(c) a conservation area consent

1.01(c) .

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

1.01(d) .

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

1.01(e) .

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

1.01(f) .

1.01(g) a heritage partnership agreement

1.01(g) .

1.01(h) a listed building consent order

1.01(h) .

1.01(i) a local listed building consent order

1.01(i) .

1.01(j) building regulations approval

1.01(j) 1.1 (j) to (l) - see attached schedule

1.01(k) a building regulation completion certificate and

1.01(k) .

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

1.01(l) .

1.02 Planning designations and proposals

1.02

1.02 What designations of land use for the property or the area and what specific proposals for the property are contained in any existing or proposed development plan?

1.02 The Herefordshire Local Plan - Core Strategy shows the following designations for the property/area or specific proposals for the area: HOUSING MARKET AREA (H1, H2, RA1, RA2)/LAND LIABLE TO FLOOD (SD3)/LOCAL WILDLIFE SITE (LWS) (A site of at least county importance for nature conservation, identified by Herefordshire Nature Trust. For further information contact Herefordshire Council's Planning Ecologist on 01432 383507 or Hereford Nature Trust on 01432 275489. For a plan showing the boundary of a particular Local Wildlife Site and a brief description of its interest contact Herefordshire Biological Records Centre on 01432 261538 or email hbrc@herefordshire.gov.uk. There may be a charge for this service.)

Herefordshire Council has prepared a Local Plan - Core Strategy for the County to cover the period 2011-2031. This document includes a range of county wide policies which provide the framework for development in the County. The Core Strategy Policies replace most of the Unitary Development Plan (UDP) 2007 policies.

The Local Plan will ultimately be made up of a number of planning documents. A Hereford Area Plan, Neighbourhood Development Plans and other Development Plan Documents will also be prepared in conformity with the Core Strategy and these will provide greater detail about the location of future development. Together all these documents will form the Local Plan for Herefordshire.

The Core Strategy can be found at:

<https://www.herefordshire.gov.uk/planning-and-building-control/planning-policy/core-strategy/adopted-core-strategy>

Information on the status of neighbourhood plan preparation can be found at:

www.herefordshire.gov.uk/planning-and-building-control/neighbourhood-planning/submitted-neighbourhood-areas-and-plans/

For any further information, advice or enquiries please email ldf@herefordshire.gov.uk

2 ROADS AND PUBLIC RIGHTS OF WAY

Roadways, footways and footpaths (2.01) Public rights of way (2.02 - 2.05)

2

2.01 Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are:

2.01

2.01(a) highways maintainable at public expense

2.01(a) Yes as to way shown by an orange line on the attached plan*

* Note: There is currently no information as to the extent (width) of the highway at this location. Should this information be required please write to Mr B Stevens (Searches & Adoptions), Transportation Unit, Herefordshire Council, Plough Lane Offices, Plough Lane, Hereford HR4 0LE

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

2.01(b) None

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

2.01(c) None

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

2.01(d) None

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

2.02 Yes

2.03 Are there any pending applications to record a public right of way that abuts or crosses the property on a definitive map or revised definitive map?

2.03 No

2.04 Are there any legal orders to stop up after or create a public right of way which abuts or crosses the property not yet implemented or shown on a definitive map?

2.04 No

2.05 If so please attach a plan showing the approximate route.

2.05 See attached plan

3 OTHER MATTERS

Apart from matters entered on the registers of local land charges do any of the following matters apply to the property? If so how can copies of relevant documentation be obtained?

3

3.01 Land required for public purposes

Is the property included in land required for public purposes?

3.01 No

- 3.02 Land to be acquired for road works**
Is the property included in land to be acquired for road works?
 3.02 No
- 3.03 Drainage matters**
 3.03
- 3.03(a) Is the property served by a sustainable urban drainage system (SuDS)?**
 3.03(a) 3.3 (a) to (c) - Prior to 21/6/16 the authority does not hold comprehensive records of SuDS systems in a retrievable format - please refer to vendor.
 Post 21/06/16 please refer to relevant conditions on planning decision notices and associated discharge of conditions notices which are available on the Council's website.
<https://www.herefordshire.gov.uk/planning-and-building-control/development-control/search-and-comment-on-planning-applications>
- 3.03(b) Are there SuDS features within the boundary of the property If yes Is the owner responsible for maintenance?**
 3.03(b) .
- 3.03(c) If the property benefits from a SuDS for which there is a charge who bills the property for the surface water drainage charge?**
 3.03(c) .
- 3.04 Nearby road schemes**
Is the property (or will it be) within 200 metres of any of the following -:
 3.04
- 3.04(a) the centre line of a new trunk road or special road specified in any order draft order or scheme**
 3.04(a) No
- 3.04(b) The centre line of a proposed alteration or improvement to an existing road notified to the Council by the appropriate Secretary of State involving the construction of a subway underpass flyover footbridge elevated road or dual carriageway (whether or not within existing highway limits) ; or**
 3.04(b) No
- 3.04(c) the outer limits of construction works for a proposed alteration or improvement to an existing road involving (I) construction of a roundabout (other than a mini roundabout); or (II) widening by construction of one or more additional traffic lanes;**
 3.04(c) No
- 3.04(d) the outer limits of (i) construction of a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway underpass flyover footbridge elevated road or dual carriageway; or (iii) construction a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes;**
 3.04(d) No
- 3.04(e) the centre line of the proposed route of a new road under proposals published for public consultation; or**
 3.04(e) No
- 3.04(f) the outer limits of (I) construction of a proposed alteration or improvement to an existing road involving construction of a subway underpass flyover footbridge elevated road or dual carriageway; (II) construction a roundabout (other than a mini roundabout); or (iii) widening by construction of one or more additional traffic lanes under proposals published for public consultation?**
 3.04(f) No
- 3.05 Nearby railway schemes**
 3.05
- 3.05(a) Is the property (or will it be) within 200 metres of the centre line of a proposed railway tramway light railway or monorail?**
 3.05(a) Not that the Council is aware of
- 3.05(b) Are there any proposals for a railway tramway light railway or monorail within the Local Authority's boundary?**
 3.05(b) At present there are no Local Plan proposals or planning permissions in the County for railways, tramways, light railways or monorails
- 3.06 Traffic schemes**
Has a local authority approved but not yet implemented any of the following for the roads footways and footpaths which are named in Boxes B and C and are within 200 metres of the boundaries of the property?
 3.06
- 3.06(a) Permanent stopping up or diversion**
 3.06(a) No
- 3.06(b) Waiting or loading restrictions**
 3.06(b) No

- 3.06(c) One-way driving**
3.06(c) No
- 3.06(d) Prohibition of driving**
3.06(d) No
- 3.06(e) Pedestrianisation**
3.06(e) No
- 3.06(f) Vehicle width or weight restriction**
3.06(f) No
- 3.06(g) Traffic calming works e.g. road humps**
3.06(g) No
- 3.06(h) Residents parking controls**
3.06(h) No
- 3.06(i) Minor road widening or Improvement**
3.06(i) No
- 3.06(j) Pedestrian crossings**
3.06(j) No
- 3.06(k) Cycle tracks**
3.06(k) No
- 3.06(l) Bridge building**
3.06(l) No
- 3.07 Outstanding notices**
Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this form?
3.07
- 3.07(a) building works**
3.07(a) No
- 3.07(b) environment**
3.07(b) No
- 3.07(c) health and safety**
3.07(c) No
- 3.07(d) housing**
3.07(d) No
- 3.07(e) highways**
3.07(e) No
- 3.07(f) public health**
3.07(f) No
- 3.07(g) flood and coastal erosion risk management**
3.07(g) No
- 3.08 Contravention of building regulations**
Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations?
3.08 No
- 3.09 Notices, orders, directions and proceedings under Planning Acts**
Do any of the following subsist in relation to the property or has a local authority decided to issue serve make or commence any of the following:-
3.09
- 3.09(a) an Enforcement Notice**
3.09(a) No
- 3.09(b) a stop notice**
3.09(b) No
- 3.09(c) a listed building enforcement notice**
3.09(c) No
- 3.09(d) a breach of condition notice**
3.09(d) No

- 3.09(e) a planning contravention notice
3.09(e) No
- 3.09(f) another notice relating to breach of planning control
3.09(f) No
- 3.09(g) a listed building repairs notice
3.09(g) No
- 3.09(h) In the case of a listed building deliberately allowed to fall into disrepair a compulsory purchase order with a direction for minimum compensation;
3.09(h) No
- 3.09(i) a building preservation notice
3.09(i) No
- 3.09(j) a direction restricting permitted development
3.09(j) No
- 3.09(k) an order revoking or modifying a planning permission or discontinuing an existing planning use
3.09(k) No
- 3.09(l) an order requiring discontinuance of use or alterations or removal of building or works;
3.09(l) No
- 3.09(m) tree preservation order; or
3.09(m) No
- 3.09(n) proceedings to enforce a planning agreement or planning contribution
3.09(n) No
- 3.10 Community Infrastructure Levy (CIL)
3.10
- 3.10(a) Is there a CIL charge schedule?
3.10(a) No
- 3.10(b) If yes do any of the following subsist in relation to the property or has a local authority decided to issue serve make or commence any of the following:- i) a liability notice? ii) a notice of chargeable development? iii) a demand notice? iv) a default liability notice? v) an assumption notice? (vi) a commencement notice?
3.10(b) Not applicable
- 3.10(c) Has any demand notice been suspended?
3.10(c) Not applicable
- 3.10(d) Has the local authority received full or part payment of any CIL liability?
3.10(d) Not applicable
- 3.10(e) Has the local authority received any appeal against any of the above?
3.10(e) Not applicable
- 3.10(f) Has a decision been taken to apply for a liability order?
3.10(f) Not applicable
- 3.10(g) Has a liability order been granted?
3.10(g) Not applicable
- 3.10(h) Have any other enforcement measures been taken?
3.10(h) Not applicable
- 3.11 Conservation area
Do the following apply in relation to the property?
3.11
- 3.11(a) the making of the area a Conservation Area before 31 August 1974; or
3.11(a) No
- 3.11(b) an unimplemented resolution to designate the area a Conservation Area?
3.11(b) No
- 3.12 Compulsory purchase
Has any enforceable order or decision been made to compulsorily purchase or acquire the property?
3.12 No
- 3.13 Contaminated land Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is such a condition that harm or pollution of controlled waters might be caused on the property)?
3.13

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

3.14

Radon gas

Do records indicate that the property is in a "Radon Affected Area" as identified by Public Health England or Public Health Wales?

3.14 It is in a Radon affected area; between 1% and 10% of homes are estimated to be above the action level (intermediate probability radon area)

What is Radon?

Radon is a naturally occurring gas which is formed by the decay of small amounts of uranium present in all rocks and soils. In the open air radon disperses rapidly and levels are low. However, in buildings such as homes, radon can be drawn in through cracks and gaps in the floor and can in some instances reach unacceptably high concentrations. Exposure to particularly high levels of radon may increase the risk of developing lung cancer.

Radon is measured in Becquerels per cubic metre of air (Bq m-3). The average radon level in homes across the UK is 20 Bq m-3.

Public Health England advises that homes in radon affected areas should be tested and householders should take action to reduce radon levels if their home has a reading of, or over, 200 Bq m-3, (the radon action level).

Radon Affected Areas

Areas of the UK where 1% or more of homes are estimated to exceed the action level are defined as a "radon affected area".

PHE recommends that all parts of the UK should be classified according to the probability that homes in the locality will have an indoor radon concentration above the (200 Bq m-3).

Radon potential band (%) General Risk Affected Area?

0 - 1	Low	No	
1 - 3	Medium	Yes	
3 - 5	Medium		Yes
5 - 10	Medium		Yes
10 - 30	High	Yes	
Over 30	High	Yes	

Radon Probability Areas

Areas where the probability of exceeding the Action Level is 1% or more are defined as Radon Affected Areas. To avoid the misconception that radon is only present in radon Affected Areas, those areas with less than 1% probability of exceeding the Action Level are defined as "lower probability areas".

" Areas where less than 1% of homes are estimated to be above the action level are "lower probability radon areas".

" Areas where between 1% and 10% of homes are estimated to be above the action level are "intermediate probability radon areas".

" Areas where at least 10% of homes are estimated to be above the action level are "higher probability radon areas"."

Radon Searches

There are different ways to find the Radon Potential for an address or area of land from the UKradon website).

You can either use a Definitive Search (which use the full radon data set of 25 metre x 25 metre squares) or a Indicative Search (which use data grouped by area or postcode)

" Online Radon Report (Definitive Search)

You can find out if a property is in a radon affected area by purchasing an online radon risk report which costs £3.90 inc. VAT from the PHE radon website; UKradon: (www.ukradon.org).

The report will provide the following:

1. Whether the property is in a Radon Affected Area
2. The estimated probability of the property being above the Action Level for radon.
3. The requirement under Building Regulations for radon protection in new buildings and extensions at the property.
4. PHE guidance for occupiers and prospective purchases

The report will tell you the risk of the chosen address having a high level of radon. NOT the level of radon at that address.

" Indicative Maps (Indicative Search)

View the free UK maps of radon from the UKradon website. These documents show the worst case radon risk for every 1km grid square in the United Kingdom

To view for all the available Radon Searches please visit the UKradon website.

3.15

Assets of Community Value

3.15

3.15(a) Has the property been nominated as an asset of community value? If so:- (i) Is it listed as an asset of community value? (ii) Was it excluded and placed on the 'nominated but not listed' list? (iii) Has the listing expired? (iv) Is the Local Authority reviewing or proposing to review the listing? (v) Are there any subsisting appeals against the listing?

3.15(a) No

3.15(b) If the property is listed: (i) Has the local authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property? (ii) Has the Local Authority received a notice of disposal? (iii) Has any community interest group requested to be treated as a bidder?

3.15(b) Not applicable

PLANNING HISTORY SCHEDULE

Application Number	79/1326
Development Location	PART PARCEL 369 LOWER TAN HOUSE, STAUNTON-ON-ARROW
Development Description	PLANNING PERMISSION Erection of a two horse stable block
Decision Date	05/12/1979
Decision	APPROVED

Application Number	97/0868/N
Development Location	LOWER TAN HOUSE HR6 9HS
Development Description	PLANNING PERMISSION Erection of storage/workshop building for domestic use
Decision Date	10/12/1997
Decision	APPROVED WITH CONDITIONS

Building Control Applications

Application Number	Development Description	Site Address
13A703-CP	1 Window.	Lower Tan House, Staunton On Arrow, Leominster, Herefordshir
Decision Date	Decision Type	Completion Date
	NO DECISION REQUIRED	

Site Units						
Phase	Commencement	Completion Date	Plot	Commencement	Completion Date	Certificate Date

Application Number	Development Description	Site Address
7418030	Installation of 1 window on 14-05-10 by Installer ID 12404. Unique Ref: 7418030	Lower Tan House Horseway Head Staunton On Arrow HR6 9HS
Decision Date	Decision Type	Completion Date
	NO DECISION REQUIRED	

Site Units						
Phase	Commencement	Completion Date	Plot	Commencement	Completion Date	Certificate Date

Standard Information/Disclaimer

Addendum

2016 CON29 PART 1 Informatives

Question 1.1(a)-(i)

Local authority records from 1st August 1977 have been inspected to provide this response. Planning entries prior to this date are available on request from the Planning Department. A fee may be charged for this service.
For any enquiries regarding the planning entries please contact the Planning Desk at the Herefordshire Archive and Records Centre Fir Tree Lane, Rotherwas, Hereford HR2 6LA e-mail planningdesk@herefordshire.gov.uk

Question 1.1(j)

Building Control records are kept in accordance with the Building Control Retention Schedule and destroyed once they are no longer required for the Council's business use, in accordance with appropriate legislation and operational requirements.

Question 1.1(l)

The local authority may not always be aware of such works and enquiries should also be made of the seller.

Informative: (1) As from April 1st 2002 the installation of a replacement window, rooflight or roof window or specified type of glazed door must either have building regulation approval or be carried out and certified by a person who is registered under the Fenestration Self-Assessment Scheme by the Glass and Glazing Federation.

Please note that following the implementation of a new computer system in Building Control, any applications dated prior to 28th September 2009 have been abbreviated in your search response. They will no longer contain separating slashes or a prefix of BC.

For any enquiries regarding Building Control please contact the Building Control Section, Council Offices, Plough Lane, Hereford. HR4 0LE or e-mail buildingcontrolenquiries@herefordshire.gov.uk

Question 1.2

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

Question 2.1

If a road, footway or footpath is not a highway maintained at public expense, there may be no right to use it and the local authority cannot express an opinion without seeing the title plan of the property and carrying out a site inspection.

Question 2.2

Herefordshire Council holds a Definitive Map and Statement of public rights of way with a relevant date of 1st April, 1989. Whilst this does not preclude the existence of unrecorded rights of way, the council is unaware of any claimed rights of way existing over the search site. If in doubt please contact herefordshireprow@bblivingplaces.com for further information.

Question 3

With reference to questions 3.1 to 3.15 matters already entered on the Local Land Charges Register will not be revealed to in answer to this enquiry.

Question 3.4

A mini roundabout is a roundabout having a one-way circulatory carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches.

Question 3.5

If this property sits near to the local authority boundary, enquirers are therefore advised to seek further information from the neighbouring local authority.

Question 3.6

In some circumstances, road closures can be obtained by third parties from magistrate's courts, or can be made by the Secretary of State for Transport without involving the local authority.

This enquiry is designed to reveal matters that are yet to be implemented and/or could not be ascertained by a visual inspection.

Schemes that have, or are currently being implemented will not be referred to in answer to this enquiry.

If this property sits near to the local authority boundary, enquirers are therefore advised to seek further information from the neighbouring local authority.

Question 3.13

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

Question 3.14

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

CON29 PART 2 Informatives

Question 8

You are advised to seek further information from <http://www.linesearchbeforeudig.co.uk>

LinesearchbeforeUdig (LSBUD) is a free to use internet based enquiry service available 24/7. It provides a single point of contact for all enquiries relating to the apparatus owned and/or operated by the Asset Owners protected by LSBUD, including underground and overhead transmission/distribution electricity networks, transmission/distribution gas networks, oil pipelines, and fibre optic networks.

These replies have been given in accordance with the notes appended to CON29 form.

References to the provisions of particular Acts of Parliament or Regulations include any provisions which they have replaced and also include existing or future amendments or re-enactments.

The replies will be given in the belief that they are in accordance with information presently available to the officers of the replying local authority, but none of the local authorities or their officers accepts legal responsibility for an incorrect reply, except for negligence. Any legal responsibility for negligence will be owed to the person who raised the enquiries and the person on whose behalf they were raised. It will also be owed to any other person who has knowledge (personally or through an agent) of the replies before the time when he purchases, takes a tenancy of, or lends money on the security of the property or (if earlier) the time when he becomes contractually bound to do so.

This Form should be read in conjunction with the guidance notes available separately.

Area means any area in which the property is located.

References to the Local Authority include any predecessor Local Authority and also any Local Authority committee, sub-committee or other body or person exercising powers delegated by the Local Authority and their approval includes their decision to proceed. The replies given to certain enquiries cover knowledge and actions of both the District Local Authority and County Local Authority.

Where relevant, the source department for copy documents should be provided.



NORTH

PUBLIC FOOTPATH	
PUBLIC BRIDLEWAY	
BYWAY OPEN TO ALL TRAFFIC	
RESTRICTED BYWAY	

Herefordshire Council
 Public Rights of Way
 Transportation Unit
 PO Box 236
 Hereford
 HR4 0WZ
 Tel.: (01432) 260000
 Fax.: (01432) 383031

100024168, (2011)

This information is based on that currently available to the County of Herefordshire District Council from the definitive map and Statement and other public records. It is given on the strict understanding that neither the Council nor any of its officers will be responsible for the accuracy of the information or accept any liability whatsoever for any error or omission therein for any loss or damage arising from interpretation or use of the information supplied. The Inquirer should rely on the results of their own investigations.



RESIDENTIAL

HOMESCREEN

Search Report

Date 13-02-2018	Groundsure Reference FHER-GS4854366-9834524-232823	Address LOWER TAN HOUSE, STAUNTON-ON-ARROW LEOMINSTER, HR6 9HS
Grid Reference 335430 260474	Your Reference 4854366-AC/P10089-0002/PRITCH ARD	

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

River, Coastal, and Surface Water flooding




IDENTIFIED

The property has been identified to lie in proximity to areas at risk of pluvial/fluvial or coastal flooding***. Further information may be obtained by purchasing a Groundsure Flood Report.

***Proximity is defined as within 50m of a pluvial flood risk and within 250m of a fluvial or coastal flood risk


Natural Ground Subsidence






IDENTIFIED

The property or an area within 25m has been assessed to have a **Low** potential for natural ground subsidence. **Please see Section 4.2 for further information.**

Radon



The property lies within an area where 5-10% of properties may be radon affected. Basic radon protective measures are required for new builds and extensions. **Please see Section 4.3 for further information.**

 <p>No significant issues identified</p>	 <p>Issues have been identified. Further investigation is recommended.</p>	 <p>Some issues have been identified which a prudent purchaser may wish to investigate further.</p>
--	---	--

Other Considerations

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.

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 5.2 for further guidance.

Potential Infilled Land

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

Energy

The property has been identified to lie within 5km of one or more of the following:

Existing or proposed oil/gas/shale gas/coalbed methane wells; Existing or proposed wind turbines; Existing or proposed power stations or nuclear installations; Existing or proposed solar farms. For further information, you may wish to purchase a Groundsure Energy report.

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 our helpline on 01432 355 335 quoting reference: FHER-GS4854366-9834524-232823

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Overview of Findings

Factor	Assessment	Subsection
Potentially Contaminative Historical Land Uses		
1:10,000 & 1:10,560 scale Historical Data	Passed	1.1
Potentially Infilled Land (1:10,000 & 1:10,560 scale survey)	Passed	1.2
Additional Information 1:2,500 scale Historical Data		
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
Landfill and Waste Sites		
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
Industrial Sites and Processes		
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
Natural Hazards & Additional Factors		
Is the centre of the site within 250m of a flood risk?	Yes	4.1
Natural Ground Subsidence	Low	4.2
Radon	The property is in a Radon Affected Area, as between 5 and 10% of properties are above the Action Level	4.3
Radon Protective Measures	Basic radon protective measures are necessary	4.4
Mining		
Coal Mining	No	5.1
BGS Non-Coal Mining	Highly Unlikely	5.2
Mining Cavities	No	5.3
Natural Cavities	No	5.4
Historical Mining	No	5.5
Historical Underground Workings	No	5.6

Aerial Photograph



Aerial photography supplied by Getmapping PLC.
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Site Address: LOWER TAN HOUSE, STAUNTON-ON-ARROW LEOMINSTER, HR6 9HS
Grid Reference: 335430 260474
Date of aerial image capture: 12-10-2015

Introduction to Detailed Findings

General - 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 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.

Section 3.3, 3.4, 3.6-3.11, and 3.14. This information is supplied by the Environment Agency/Natural Resources Wales

Section 4.1 The answer to this question is based upon 250m search radius from the centre of the search location for river and coastal flooding and a 50m search radius for surface water flooding. This information is supplied by JBA Risk Management.

Sections 4.2 to 4.4 The answer to these questions is based upon information found within 50m of the search centre.

Sections 5.1 to 5.2 The answer to these questions is based upon information found within 50m of the search centre.

Sections 5.3 and 5.4 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 5.5 and 5.6 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.

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?	No
Risk Assessment	Passed

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

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?	No
--	----

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

1.3 Additional Information – Historical Tank Database

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

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

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

1.4 Additional Information – Historical Energy Features Database

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

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

Guidance: 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

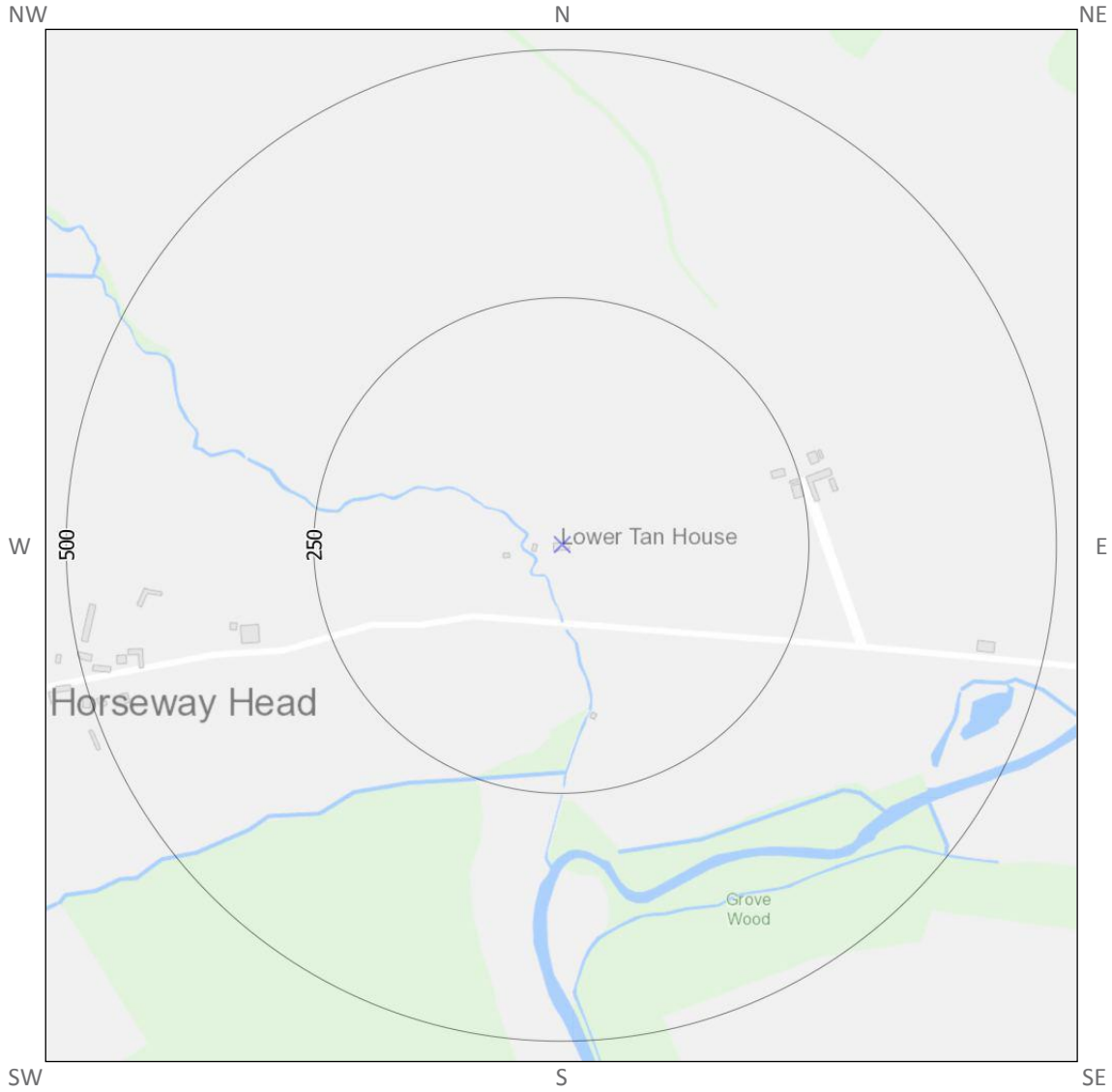
Analysis of historic military records has identified the following information.

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.

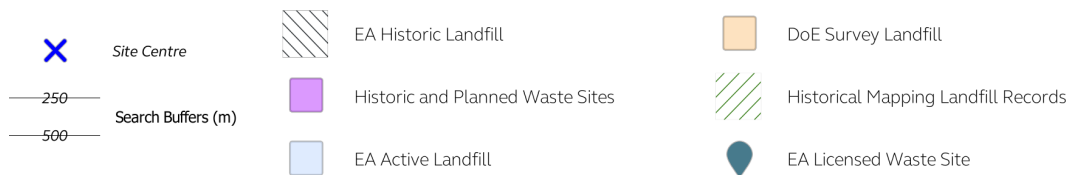
2. Landfill and Waste Sites

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?	No
Risk Assessment	Passed

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

2.1.1 Environment Agency/Natural Resources Wales Active Landfill Sites

Database searched and no data found.

2.1.2 Environment Agency/Natural Resources Wales Historic Landfill Sites

Database searched and no data found.

2.1.3 British Geological Survey / DoE Landfill Site Survey

Database searched and no data found.

2.2 Records of Landfills in Local Authority and Historical Mapping Records

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

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

2.3 Waste Sites

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

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

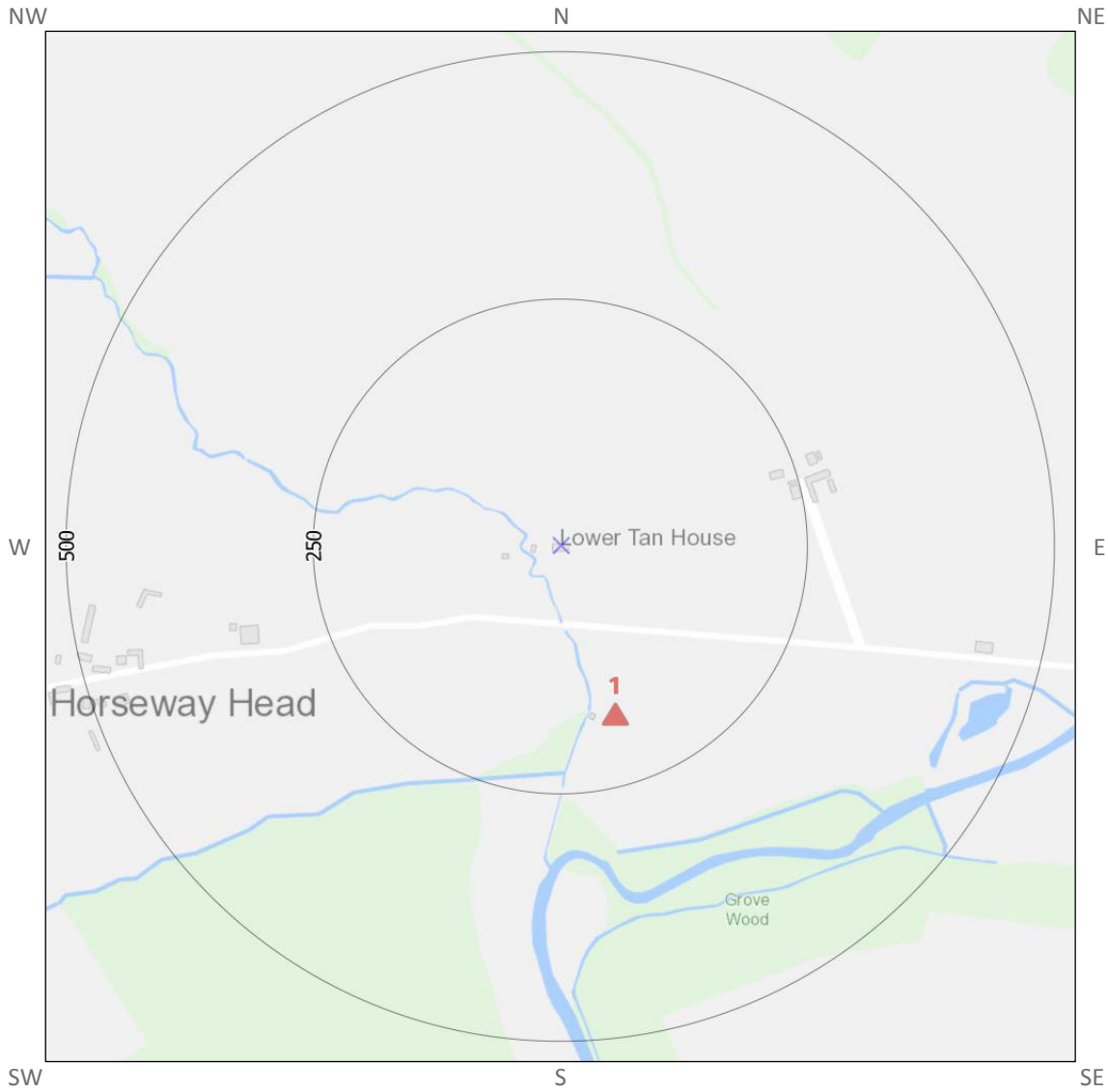
2.4 Environment Agency/Natural Resources Wales Licensed Waste Sites

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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- | | | | | | |
|--|--------------------|--|--|--|-----------------------------------|
| | Site Centre | | Potentially Contaminative Industrial Sites | | EPA1990 |
| | Search Buffers (m) | | List 1 Dangerous Substance | | COMAH/NIHHS Sites |
| | | | List 2 Dangerous Substance | | Hazardous Substance Consents |
| | | | Red List Discharge Consents | | Recorded Pollution Incidents |
| | | | Water Industry Referrals | | Part A(2) & Part B Authorisations |
| | | | | | Historic IPC Authorisations |
| | | | | | Part A(1) and IPPC Authorisations |

3.1 Potentially Contaminative Industrial Sites

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

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

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

ID	Distance (m)	Direction	Company	Address	Activity	Category
1	179	S	Pumping House	HR6	Water Pumping Stations	Industrial Features

3.2 Petrol and Fuel Sites

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

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

3.3 Historic IPC Authorised Processes

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?	No
Risk Assessment	Passed

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

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. Natural Hazards

4.1 JBA Pluvial, Fluvial and Tidal Flood Risk

Is the centre of the site within 250m of an area at risk of flooding?	Yes
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Guidance: The property has been identified to lie in proximity to areas at risk of pluvial/fluvial or coastal flooding*. Further information may be obtained by purchasing a Groundsure Flood Report.

*Proximity is defined as within 50m of a pluvial flood risk and within 250m of a fluvial or coastal flood risk.

4.2 Natural Ground Subsidence

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

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 low potential is indicated, this means that there is some potential for natural ground movement to occur but that it is only likely to be of concern if significant changes are made to the ground or use of it. For example, this could include planting trees, changing drainage or building work - before doing anything like this we recommend that you seek professional advice.

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

4.3 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 5 and 10% 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⁻³) should be remediated, and when achievable to below the Target Level of 100 Bq m⁻³. Householders with levels between the Target Level and Action Level should seriously consider reducing their radon level, especially if they are at greater risk, such as if they are current or ex smokers. Whether or not a home is in fact above or below the Action Level or Target Level can only be established by having the building tested. PHE provides a radon testing service which can be accessed at 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

4.4 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?	Basic radon protective measures are necessary
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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 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 5-10% 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⁻³). 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⁻³) should be remediated, preferably to below the Target Level of 100 Bq m⁻³. Householders with levels between the Target Level and Action Level should seriously consider reducing their radon level, especially if they are at greater risk, such as if they are current or ex smokers.

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.

5. Mining

5.1 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.

5.2 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
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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.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

6. 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.

7. Contact Details

The Property Search Group

stantonevans@propertysearchgroup.co.uk
01432 355 335



Environment Agency

Tel: 03708 506 506
National Customer Contact Centre, PO Box 544
Rotherham, S60 1BY
Web: www.environment-agency.gov.uk
Email: enquiries@environment-agency.gov.uk



JBA Risk Management

South Barn, Broughton Hall, Skipton, BD23 3AE



Local Authority

Herefordshire Council. Address: 35 Hafod Road, Brockington,
Herefordshire, HR1 1SH. Web:
<https://www.herefordshire.gov.uk/>. Tel: 01432 260 000

British Geological Survey Enquiries

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



The Coal Authority Property Search Services

200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire, NG18
4RG, DX 716176 MANSFIELD 5
Email: groundstability@coal.gov.uk
Phone: 0345 7626 848
Web: 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
Main switchboard: 020 7654 8000
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.

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Search Code

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: info@groundsure.com which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

- 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:

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

COMPLAINTS

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

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

TPOs Contact Details:

The Property Ombudsman scheme

Milford House

43-55 Milford Street

Salisbury

Wiltshire SP1 2BP

Tel: 01722 333306

Fax: 01722 332296

Website: www.tpos.co.uk

Email: admin@tpos.co.uk

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

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

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

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

We will co-operate fully with the Ombudsman during an investigation and comply with 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-sept-2016/>

JANE STANTON
PSG Hereford
HEREFORD HOUSE
HEREFORD
HR1 2LU

NEW LEGAL REQUIREMENT

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

Drainage and Water Enquiry

Responses as required by the Home Information Pack Regulations

The information contained within this report refers to the Existing property at:	LOWER TANHOUSE STAUNTON ON ARROW HR6 9HS
Search report produced by:	Dŵr Cymru Welsh Water P.O. Box 3146 Linea Fortran Road Cardiff CF30 0EH Telephone No. – 0800 917 2652 www.dwrcymru.com www.dwrcymrusearches.com enquiries@dwrcymru.com Water supply - Call 0800 052 0130 Sewerage services - Call 0800 085 3968
Our reference:	2018/2/399099/434865
Your reference:	AC/P10089-0002/Pritchard

The following records were referenced in compiling this search report

Customer Account System
Asset Information System
Water Quality Database

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

Search report produced on: 15/02/2018

Q 1 Interpretation of Drainage and Water Enquiry

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

Informative Not Applicable.

Q 2 Enquiries and Responses

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

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

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

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

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

The company is not responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.

Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any.

Assets other than public sewers may be shown on the copy extract, for information only.

The presence of a public sewer located within the boundary of the property may restrict further development within it.

The sewerage undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the sewerage undertaker or its contractors needing to enter the property to carry out works.

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

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

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

If foul water does not drain to the public sewerage system the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant.

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

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

Informative Sewerage undertakers are not responsible for private drains and sewers that connect the property to the public sewerage system and do not hold details of these.

The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the

seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

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

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

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

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

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

Informative This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer.

Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities.

Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991.

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

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

Informative The boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public sewer running within the boundary of the property may restrict further development. The company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work.

Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details be checked with the developer, if any. Assets other than public sewers may be shown on the copy extract, for information only.

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

Response ***The public sewer map indicates that there are no public sewers within 30.48 metres (100 feet) of a building within the property. However, from the 1st October 2011 private sewers were transferred into public ownership and may not be recorded on the public sewer map.***

Informative The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer.

The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.

Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer.

Assets other than public sewers may be shown on the copy extract, for information only.

If the public sewer map indicates that there is a public sewer or lateral drain located within the development site, dependant on the actual plot layout(s), these sewers may be within 30.48

metres (100 feet) of a proposed building. It is recommended that investigations are made into the drainage arrangements of the property as the owner may be liable for repairs to the drainage system.

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

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

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

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

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

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

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

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

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

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

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

Informative Not applicable.

Q 13 **Is the property connected to mains water supply?**

Response ***Records indicate that the property is not connected to mains water supply and water is***

therefore likely to be provided by virtue of a private supply.

Informative Details of private supplies are not kept by the water undertaker. The situation regarding sources of supply and supply arrangements should be checked with the current owner of the property and a physical inspection should be carried out.

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

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

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

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

Response ***Records indicate that charges are not currently levied in respect of the property and it is not connected for sewerage and water services.***

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

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

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

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

Q 17 Is a surface water drainage charge payable?

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

Informative Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable. Where surface water charges are payable but upon inspection the buyer finds that the property is not connected to the public sewerage system, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the sewerage undertaker. The charge for unmeasured surface water drainage for

2016-2017 is £50. The charge for measured surface water drainage is included in the volumetric rate charged for measured sewerage and is therefore dependant upon the volume used by each customer. For 2016-2017, If the premises is connected for surface water the sewerage volumetric rate will be £1.6494 p/m³ for Households and £1.6908 p/m³ for Non-Households. If the premises is not connected then the sewerage volumetric rate will be £1.3051 p/m³ for Households and £1.3465 p/m³ for Non-Households. Where the enquiry relates to a plot of land or development site, it is recommended that the charging proposals are checked with the developer.

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

Response ***Records indicate that the property is not served by a water meter.***

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

Q 19 Who bills the property for sewerage services?

Response ***The property is not billed for sewerage services.***

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

Q 20 Who bills the property for water services?

Response ***The property is not billed for water services.***

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

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

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

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

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

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

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

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

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

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

The Purchaser should also make enquiries with the seller.

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

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

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

Informative The boundary of the property has been determined by reference to the Ordnance Survey record. "Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal.

Water undertakers are required to include in the Regulatory Register that is reported annually to the Director General of Water Services, properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level).

The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap. The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap. The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap is appropriate.

For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing handbook.

Allowable exclusions:

The water undertaker is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply.

Abnormal demand:

This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected. Water undertakers should exclude from the reported DG2 figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year water undertakers may exclude, for each property, up to five days of low pressure caused by peak demand.

Planned maintenance:

Water undertakers should not report under DG2 low pressures caused by planned maintenance. It is not intended that companies identify the number of properties affected in each instance. However, water undertakers must maintain sufficiently accurate records to verify that low pressure incidents that are excluded from DG2 because of planned maintenance are actually caused by maintenance.

One-off incidents:

This exclusion covers a number of causes of low pressure; mains bursts; failures of company equipment (such as PRVs or booster pumps); firefighting; and action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

Low pressure incidents of short duration:

Properties affected by low pressures which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded from the reported DG2 figures.

The buyer should also make enquiries with the seller.

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

Response ***The analysis confirmed that all tests met the standards prescribed by the 2000 Regulations or the 2001 Regulations.***

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

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

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

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

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

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

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

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

Informative Authorised departures are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health.
Please contact your water undertaker if you require further information.

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

Response ***The nearest sewage treatment works is 2168.2m to the SW of the property. The name of the nearest sewage treatment works is TITLEY SWK.***

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

Appendix 1 - General Interpretation

1. In this Schedule-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"maintenance period" means the period so specified in an adoption agreement as a period of time—
(a) from the date of issue of a certificate by a sewerage undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that undertaker's satisfaction; and
(b) until the date that private sewer or lateral drain is vested in the sewerage undertaker;

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

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

"public sewer" means, subject to section 106(1A) of the 1991 Act(h), a sewer for the time being vested in a sewerage undertaker in its capacity as such, whether vested in that undertaker—
(a) by virtue of a scheme under Schedule 2 to the Water Act 1989(i);
(b) by virtue of a scheme under Schedule 2 to the 1991 Act(j);
(c) under section 179 of the 1991 Act(k); or
(d) otherwise;

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

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

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

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

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

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

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

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

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

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

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

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

Note:

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

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

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

Definitions

'Company' means Dwr Cymru Cyf who produces the Report.

'Order' means any request completed by the Customer requesting the Report.

'Report' means the drainage and/or water report prepared by The Company in respect of the Property.

'Property' means the address or location supplied by the Customer in the Order.

'Customer' means the person, company, firm or other legal body placing the Order, either on their own behalf as Client, or, as an agent for a Client.

'Client' means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property.

'Purchaser' means the actual or potential purchaser of an interest in the Property including the mortgage lender.

Agreement

1. The Company agrees to supply the Report to the Customer and to allow it to be provided to the Client and the Purchaser subject, in each case, to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. Where the Customer is acting as an agent for the Client then the Customer shall be responsible for bringing these terms to the attention of the Client.

1.1 The Customer, the Client and Purchaser agree that the placing of an Order for a Report and the subsequent provision of a copy the Report to the Purchaser indicates their acceptance of these terms.

The Report

2. Whilst The Company will use reasonable care and skill in producing the Report, it is provided to the Customer, the Client and Purchaser on the basis that they acknowledge and agree to the following:-

2.1 The information contained in the Report can change on a regular basis so The Company cannot be responsible to the Customer, the Client and Purchaser for any change in the information contained in the Report after the date on which the Report was first produced and sent to the Customer.

2.2 The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.

2.3 The information contained in the Report is based upon the accuracy of the address and plan supplied to the Company.

2.4 The Report provides information as to the location & connection of existing services and other information in relation to drainage and water enquiries and should not be relied on for any other purpose. The Report may contain opinions or general advice to the Customer, the Client and Purchaser which The Company cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.

2.5 The position and depth of apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only, and no warranty as to its correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of The Company's apparatus.

Liability

3. The Company shall not be liable to the Customer, the Client and Purchaser for any failure defect or non-performance of its obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond The Company's reasonable control or the acts or omissions of any party for whom The Company are not responsible.

3.1 Where a report is requested for an address falling within a geographical area where two different Companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by either Company will remain with that Company in respect of the accuracy of the information supplied. A Company supplying information which has been provided to it by another Company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the Company from which the information was obtained.

3.2 The Report is produced for use in relation to individual domestic property transactions and cannot be used for commercial developments of domestic properties or commercial properties for intended occupation by third parties.

3.3 The Company shall accept liability for death or personal injury arising from its negligence but in any other case, the Company's liability for negligence shall be limited to £5000.00. Such liability will be met by the Company or its insurers and the Company has and will maintain an appropriate contract of insurance.

Copyright and Confidentiality

4. The Customer, the Client and Purchaser acknowledge that the Report is confidential and is intended for the personal use of the Client and Purchaser. The copyright and any other intellectual property rights in the Report shall remain the property of The Company. No intellectual or other property rights are transferred or licensed to the Customer, the Client or the Purchaser except to the extent expressly provided.

4.1 The Customer or Client is entitled to make copies of the Report but may only copy the Ordnance Survey mapping or data contained in the, or attached to the Report, if they have an appropriate licence from the originating source of that mapping or data.

4.2 The Customer, the Client and Purchaser agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.

4.3 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.

4.4 The Customer, the Client and Purchaser agree on a joint and several basis to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by either of them of the terms of paragraphs 4.1 to 4.4 inclusive.

Payment

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

General

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

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

Appendix 3 - Extract of the Public Sewer Map for the area surrounding the property/plot [15/02/2018]



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

EXACT LOCATIONS OF ALL APPARATUS TO BE DETERMINED ON SITE.

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Appendix 4 - Extract of the Public Water Map for the area surrounding the property/plot [15/02/2018]



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

EXACT LOCATIONS OF ALL APPARATUS TO BE DETERMINED ON SITE.

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Appendix 5 – Additional Information

Additional information not required.

Appendix 6 – Residential Drainage & Water Search Complaint Procedure

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

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

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

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

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

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

Staunton on Arrow and District Water Services Limited Water Supply Search Standard Response

Staunton on Arrow and District Water Services Limited (“the co-operative”) is a co-operative registered under the Co-operative and Community Benefit Societies Act 2014 with the Financial Conduct Authority. Further details are given below. The co-operative took over the assets and liabilities of what was known as the Staunton on Arrow Water Board in 2013 and, for the present, its sole activity is the provision of a private water supply to residents of Staunton on Arrow and District who are connected to its distribution system.

Membership of the co-operative is limited to the owners of properties connected to its water supply and the management committee is drawn from the members. Property owners hold one £1 share only.

The water supply and distribution system was originally built up in the 19th century and controlled by a large estate which owned nearly all the land, and many properties, in the area. When the estate was broken up and sold in 1924 the decision was made that a Water Board would take over all the relevant assets of the water distribution system and continue to operate. The legal documents drawn up at that time included the following relevant details:

- The new Water Board was given full ownership of land relevant to the water supply and this included the land on which the water source, pump houses and the main reservoir were situated. It was also given ownership of the land immediately surrounding all the distribution water pipes.
- All that land crossed by the distribution water pipes had a reservation included in the many deeds of sale which reserved the said pipes to the Water Board and granted them access for maintenance and repair.

As successor in title the co-operative has taken over ownership of all the assets of the Water Board. The land is registered with the Land Registry and details are given below.

The current supply and distribution system serves some 43 properties, drawing its water from a borehole on its own land which is licensed by the Environment Agency. Full details of the licence are given below. The terms of the licence are complied with. Water is pumped from the borehole to two reservoirs from where it is gravity fed to properties. Water usage is monitored and the system is inspected regularly and any necessary maintenance carried out. The borehole is reliable and the supply from it is constant, even in drought conditions.

The co-operative is funded by the payment of an annual water rate by all members for the property, or properties, they own. The water rate is set at the annual general meeting (normally held in October) and is calculated to cover operating, administrative and maintenance costs for the next twelve months plus an amount to cover any planned improvement projects. At the end of each financial year any surplus is transferred to reserves. No dividend is paid. Details of the most recent water rate for the property which is the subject of this search are given below.

Applications to add additional properties to the supply system are assessed and, where water can be supplied, membership will be granted. A contribution to the costs of providing water may be required.

The co-operative is registered with, and overseen by, Herefordshire County Council ("HCC") as required by the Private Water Supplies Regulations 2016. Contact details are given below. Water testing is carried out twice every year by HCC and results are recorded. A copy of the latest water test result for the relevant branch of the distribution system is attached. A risk assessment is carried out every five years and the most recent was completed at the end of 2015.

Further sources of information:

Financial Conduct Authority Registration

The registration number of the co-operative is 32104R. A search of the Mutuels Register will show the latest filings which may be obtained on payment of a small fee.

www.fca.org.uk/mutuals.

Ownership and rights of access

The co-operative owns a small area of land registered with the Land Registry, reference number HE50752. Further details can be obtained through the Land Registry search and download facility. www.eservices.landregistry.gov.uk/wps/portal/Property_Search.

Abstraction licence

The co-operative holds an abstraction licence from the Environment Agency ("EA"), registration number 19/55/9/0356. Further details may be obtained from the EA website. For a map search use the postcode HR6 9HS.

Herefordshire County Council

Contact is: Ms Susannah Burrage, Environmental Health Officer, tel: 01432 261757

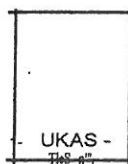
Water Rate for the property

Property name: Lower Tan House, Mowley Lane

Water rate for the year ending October 2017: £ 133.00

Certificate of Analysis

ANALYSED BY



Report Number: WAK/1504363/2018
 Laboratory Number: 16831697
 Sample Source: Herefordshire Council
 Sample Point Description: Private Limits
 Sample Description: SB180218 The Mill Kitchen tap
 Sample Matrix: Drinking Water
 Sample Date/Time: 07 February 2018 08:50
 Sample Received: 07 February 2018
 Analysis Complete: 16 February 2018

Issue 1
 Sample .1 of 1

Test Description	Result	Units	Analysis Date	Accreditation	Method
Nitrite/Nitrate Ratio	0.08	mg/l	08/02/2018	Y Wak	WPC64
Qualitative Taste	Analyst Com	Text	09/02/2018	N Wak	WPM10
Qualitative Odour	0	Text	09/02/2018	N Wak	WPM10
Clostridium Perfringens, Pres	0	cfu/100ml	09/02/2018	Y Cov	Wa
TVC 37C 2 day	0	cfu/ml	11/02/2018	Y Cov	W1
TVC 22C 3 day	0	cfu/ml	14/02/2018	Y Cov	W1
Total Coliform presumpt	0	cfu/100ml	09/02/2018	Y Cov	W10
Total Coliforms confirmed	0	cfu/100ml	09/02/2018	Y Cov	W10
E.coli presumptive	0	cfu/100ml	09/02/2018	Y Cov	W10
Escherichia coli confirmed	0	cfu/100ml	09/02/2018	Y Cov	W10
Clostridium Perfringens, Conf	0	cfu/100ml	09/02/2018	Y Cov	WB
Iron, Total as Fe	0.881	ug/l	08/02/2018	Y Wak	WPC12/49
Arsenic, Total as As	1.82	ug/l	08/02/2018	Y Wak	WPC15
Manganese, Total as Mn	3.11	ug/l	08/02/2018	Y Wak	WPC12/49
Hydrogen ion (pH)	7.95	pH units	08/02/2018	Y Wak	WPC08/40
Conductivity	415	uS/cm	08/02/2018	Y Wak	WPC07/40
Turbidity	0.10	NTU	08/02/2018	Y Wak	WPC06/40
Colour	1.0	mg/l Pt/Co	08/02/2018	Y Wak	WPC13/40
Ammonium ammonia+ammonium ion	<0.004	mg/l	09/02/2018	Y Wak	WPC64
Nitrite as NO2	<0.002	mg/l	08/02/2018	Y Wak	WPC64
Nitrate as NO3	3.79	mg/l	08/02/2018	Y Wak	WPC64
Total Oxidised Nitrogen as NO3	3.79	mg/l	08/02/2018	Y Wak	WPC64
Odour no. dilution number	0	No	09/02/2018	Y Wak	WPM10
Taste No. dilution number	Analyst Com	No	09/02/2018	Y Wak	WPM10

Analyst Comments for 16831697:

Not tasted because microbiology results were not available.

Law Society Property Information Form (3rd edition)

Address of the property

Lower Tan House Staunton On Arrow
Hereford

Postcode

Full names of the seller

Henry Richard William Fairbairn

Seller's solicitor

Name of solicitor's firm

Lambe Corner LLP

Address

36/37 Bridge Street
Hereford
HR4 9DJ

Email

ac@lambecorner.co.uk

Reference number

AC/P10089-0001

About this form

This form is completed by the seller to supply the detailed information and documents which may be relied upon for the conveyancing process. **It is important that sellers and buyers read the notes below.**

Definitions

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



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.

1 Boundaries

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

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

- | | | |
|-------------------|---------------------------------|---|
| (a) on the left? | <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

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

Yes No

1 Boundaries (continued)

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

Yes No
 Enclosed To follow

2 Disputes and complaints

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

Yes No

None known

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

Not aware of any

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

Not aware of any

4 Alterations, planning and building control

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

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

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

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

Yes No

Planning for stables - enclosed
Extension - Date and details are unknown

- (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
2006/2010/13 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.

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

Not aware of any

4.6 Have solar panels been installed?

Yes No

If Yes:

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

Year

(b) Are the solar panels owned outright?

Yes No

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

Yes No
 Enclosed To follow

4.7 Is the property or any part of it:

(a) a listed building?

Yes No
 Not known

(b) in a conservation area?

Yes No
 Not known

If Yes, please supply copies of any relevant documents.

Enclosed To follow

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

5.1(a) to (i) - Not known

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

Yes No

Not known

6 Insurance

6.1 Does the seller insure the property?

Yes No

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

(a) subject to an abnormal rise in premiums?

Yes No

(b) subject to high excesses?

Yes No

(c) subject to unusual conditions?

Yes No

(d) refused?

Yes No

If Yes, please give details:

6.2 (a) to (d) - Not known

6.3 Has the seller made any buildings insurance claims? If Yes, please give details:

Yes No

Not known

Flooding

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

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

Yes No

Stream passes through the Property. Seller has no knowledge of flooding

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 | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (b) Sewer flooding | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (c) Surface water | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (d) Coastal flooding | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (e) River flooding | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (f) Other (please state): | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

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

Yes No
 Enclosed To follow

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

Radon

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

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

Yes No

If Yes:

- | | | |
|---|-----------------------------------|------------------------------------|
| (a) please supply a copy of the report | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow |
| (b) was the test result below the 'recommended action level'? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

7 Environmental matters (continued)

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

Yes No
 Not known

Energy efficiency

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

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

Enclosed To follow
 Already supplied

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

Yes No
 Enclosed To follow

Not known

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

Japanese knotweed

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

7.8 Is the property affected by Japanese knotweed?

Yes No
 Not known

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

Yes No
 Not known
 Enclosed To follow

8 Rights and informal arrangements

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

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

Yes No

Private Water Supply

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

 Yes

 No

Not known

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

Seller is not aware of anything

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:

8.4 (a) to (f) - Seller is not aware of any

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

 Yes

 No

Not known

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?

On drive and garage (in poor condition)

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

Unknown - Please see private water supply information

11 Occupants

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.

Electricity

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

Yes No

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

Year
 Enclosed To follow

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

Yes No
 Not known

If Yes, please supply one of the following:

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

Enclosed To follow

(b) the installer's Building Regulations Compliance Certificate

Enclosed To follow

(c) the Building Control Completion Certificate

Enclosed To follow

Central heating

12.3 Does the property have a central heating system?

Yes No

If Yes:

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

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

Date

Not known
 Enclosed To follow

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

Yes No

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

Year Not known

Enclosed To follow
 Not available

Drainage and sewerage

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

12.4 Is the property connected to mains:

(a) foul water drainage?

Yes No
 Not known

(b) surface water drainage?

Yes No
 Not known

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

12.5 Is sewerage for the property provided by:

(a) a septic tank?

Yes No

(b) a sewage treatment plant?

Yes No

(c) cesspool?

Yes No

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

Yes No
 Properties share

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.

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 <input type="checkbox"/>	No <input type="checkbox"/>
Provider's name	<input type="text" value="British Gas"/>	
Location of meter	<input type="text" value="Unknown"/>	

Mains gas	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Provider's name	<input type="text"/>	
Location of meter	<input type="text"/>	

Mains water	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Provider's name	<input type="text"/>	
Location of stopcock	<input type="text"/>	
Location of meter, if any	<input type="text"/>	

Mains sewerage	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Provider's name	<input type="text"/>	

Telephone	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Provider's name	<input type="text"/>	

Cable	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Provider's name	<input type="text"/>	

14 Transaction information

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

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

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


14.4 Will the seller ensure that:

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

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

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

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

Signed: 

Dated: 10.7.2018

Signed:

Dated:

Each seller should sign this form.

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



Planning permission

Name and address of applicant

Name and address of agent (if any)

W. J. PRITCHARD, ESQ.,
LOWER TAN HOUSE,
STAUNTON-ON-ARROW,
HEREFORDSHIRE.

Part I - Particulars of application

Date of application

Application no

24.10.79

79 1326

Particulars and location of development

ERECTION OF A TWO HORSE STABLE BLOCK, ON PART PARCEL 369 LOWER TAN HOUSE,
STAUNTON-ON-ARROW.

Part II - Particulars of decision

The Leominster District Council

hereby give notice in pursuance of the provisions of the Town and Country Planning Act 1971 that **permission has been granted** for the carrying out of the development referred to in Part I hereof in accordance with the application and plans submitted subject to the following conditions

1. The development must be begun not later than the expiration of five years beginning with the date of this permission.

The reasons for the conditions are:

1. Required to be imposed pursuant to section 41 of the Town and Country Planning Act 1971

Date 5th December, 1979

Barclays Bank Chambers
Broad Street
Leominster
Herefordshire, HR68BT

I. M. Slate
for C. A. CAMPBELL
Chief Planning Officer

Note This permission refers only to that required under the Town and Country Planning Acts and does not include any consent or approval under any other enactment byelaw, order or regulation, but under section 56(2) of the Town and Country Planning Act 1971 it will operate as listed building consent in respect of any works described in the permission for the alteration or extension of a listed building

1. If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, he may appeal to the Secretary of State for the Environment in accordance with section 36 of the Town and Country Planning Act 1971 within six months of receipt of this notice. (Appeals must be made on a form which is obtainable from the Department of the Environment, Tolgate House, Houlton Street, Bristol BS2 9DJ.) The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order. He does not in practice refuse to entertain appeals solely because the decision of the local planning authority was based on a direction given by him.

2. If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the Secretary of State for the Environment, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by carrying out of any development which has been or would be permitted, he may serve on the Council of the district in which the land is situated a purchase notice requiring that council to purchase his interest in the land in accordance with the provisions of Part IX of the Town and Country Planning Act 1971.

3. In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in section 169 of the Town and Country Planning Act 1971.

LEOMINSTER DISTRICT COUNCIL
BUILDING REGULATIONS, 1976, AND AMENDMENTS
NOTICE OF PASSING OF BUILDING PLANS

Plan No. 79/1326

Plans deposited in accordance with requirements of the Building
Regulations 1976 and amendments with the Leominster District Council

To:

Mr. W.J. Pritchard,
Lower Tan House,
Staunton-on-Arrow.

Plans received by above Council 19th October, 1979
Ref. No. of Plans 79/1326
Description of proposed building works..... Wooden Double Horse
Stable
to be carried out at Lower Tan House,
Staunton-on-Arrow

Date of Approval under S.64 Public Health Act, 1936, by the
above Council 22nd November, 1979

If the work is not commenced by 22nd November, 1982 the Leominster District Council hereby gives notice that the deposit of the plans shall be of no effect, and a further application will be required before any work is commenced.

The passing of the plans operates only as an approval for the requirements of the Building Regulations 1976 and amendments, and for the following additional requirements where applicable :-

Ss 25, 37, 43, 53, 55 and 59 Public Health Act, 1936 ; S 10 Clean Air Act, 1956 as amended ; the Thermal Insulation (Industrial Buildings) Act, 1957 ; Ss 31 & 33 Public Health Act, 1961, and S 29 Water Act, 1945, as amended.

Approval is not hereby given for any other purpose whatsoever.

Before Commencing Work applicants are advised to consult the notes given on the reverse of this form regarding other consents which may be required.


NOTICE OF INSPECTION

Attention is drawn to the requirement for the Builder to give notice of commencement and completion at certain stages of the work. The accompanying numbered notices may be used for this purpose and should be sent to the Council at the stages indicated in the heading of each notice.

**THIS APPROVAL DOES NOT CONTITUTE APPROVAL UNDER THE
TOWN AND COUNTRY PLANNING ACT, 1971 (AND AMENDMENTS)**

**IF THE PROPOSED WORKS REQUIRE PERMISSION UNDER THE
ABOVE ACT WORK MUST NOT PROCEED UNTIL SUCH PERMISSION
HAS BEEN OBTAINED**

DATED the 22nd day of November, 1979.

(Signed) 
Chief Technical Officer,
Leominster District Council,
Grange Court,
Leominster.

Unfit Properties

If the proposed work is in connection with any property which is the subject of action as an Unfit property under section 16 of the Housing Act 1957, a separate application must be made to the Council and approval obtained before any work is commenced.

Improvement Grants

If it is desired to obtain a grant towards the cost of improvements and/or conversion under the Housing Act 1974, an application must be made to the Council and approval obtained before the work is commenced.

The following list, which is not intended to be exhaustive, indicates some legislation which may also apply in certain cases, and applicants are advised to consult the appropriate authority before commencing work in case of doubt.

s.40 of the Factories Act 1961

s.28 of the Offices, Shops and Railway Premises Act 1963 :-
Means of escape in case of fire.

Clean Air Act 1968 – as to height of any chimney or provision
of grit arrestment plant

s.29 of the Public Health Act 1961 – Notices to be given of
demolition of building.

17th October, 1979

Planning Officer,
Leominster District Council,
Leominster.

Attention Mr. A. Poole

Dear Sir,

APPLICATION TO BUILD A DOUBLE STABLE

I hereby apply for permission to construct on my own ground a double stable with a total overall length of 22' 0" and a depth of 11' 0".

Attached are: 4 Copies of Form P.
4 Copies of Map (scale 1:2500)
4 Copies of Ground Plan
4 Copies of Side Elevation Plan

If any further data is required please let me know.

Yours sincerely,

W. J. Pritchard

Application for permission to develop land etc.

Town and Country Planning Act 1971

Application no.	For official use only
Date received	

Four completed copies of this form and plans should be sent to the City, Borough or District Council.

Part 1—to be completed by or on behalf of all applicants as far as applicable to the particular development.

1. Applicant (in block capitals)

Agent (if any) to whom correspondence should be sent (in block capitals)

Name W. J. PRITCHARD	Name NOT APPLICABLE
Address LOWER TAN HOUSE	Address
STAUNTON-ON-ARROW - HR6-9HS	
Tel. No. EMBRIDGE 459	Tel. No.

2. Particulars of proposal for which permission or approval is sought

- (a) Full address or location of the land to which this application relates and site area (if known)

LOWER TAN HOUSE
STAUNTON-ON-ARROW - HR6-9HS
- (b) Particulars of proposed development including the purpose(s) for which the land and/or buildings are to be used

STANDARD WOODEN DOUBLE HORSE STABLE
- (c) State whether applicant owns or controls any adjoining land and if so, give its location

YES - FIELD ADJOINING LOWER TAN HOUSE

(d) State whether the proposal involves:—

State Yes or No

- (i) New building(s)
- (ii) Alteration or extension
- (iii) Change of use
- (iv) Construction of a new access to a highway) vehicular) pedestrian
- (v) Alteration of an existing access to a highway) vehicular) pedestrian

YES
-
-
-
-
-
-

If residential development, state number of dwelling units proposed and type e.g. houses, bungalows, flats. **(NOT APPLICABLE)**

3. Particulars of application (see note 3)

State whether this application is for:—

State Yes or No

- (a) Outline planning permission
- (b) Full planning permission
- (c) Approval of reserved matters following the grant of outline permission
- (d) Renewal of a temporary permission or permission for retention of building or continuance of use without complying with a condition subject to which planning permission has been granted

If yes, delete any of the following which are not reserved for subsequent approval

- 1 siting
- 2 design
- 3 external appearance
- 4 means of access
- 5 landscaping

If yes, state the date and number of outline permission

Date

Number

If yes, state the date and number of previous permission and identify the particular condition (see note 3d).

Date

Number

The condition

4. Particulars of present and previous use of buildings or land

State

(a) Present use of buildings/land

(a) GRAZING Paddock

(b) If vacant, the last previous use and date when last used, if known

(b) GRAZING Paddock

5. Additional information

State Yes or No

(a) Is the application for industrial, office, warehousing, storage or shopping purposes? (see note 5)

NO

If yes, complete Part 2 of the application form

(b) Does the proposed development involve the felling of any trees?

NO

If yes, indicate positions on plan

(c) (i) How will surface water be disposed of?

(c) (i)

(ii) How will foul sewage be dealt with?

(ii)

NOT APPLICABLE

6. Plans

List of drawings and plans submitted with the application.

1 SCALE DRAWING OF PROPOSED STABLE

2 PLAN SCALE 2500 OF OWNED PROPERTY

Note: The proposed means of enclosure, the materials and colour of the walls and roof, landscaping details etc. should be clearly shown on the submitted plans, unless the application is in outline only

I/we hereby apply for

*(a) planning permission to carry out the development described in this application and the accompanying plans, and in accordance therewith.

~~or *(b) planning permission to retain buildings or works already constructed or carried out, or a use of land already instituted as described in this application and the accompanying plans.~~

~~or *(c) approval of details of such matters as were reserved in the outline permission specified herein and are described in this application and the accompanying plans.~~

*Delete whichever is not applicable.

Date 16TH OCT 1979

Signed

On behalf of
(insert applicant's name if signed by an agent)

Note: An appropriate certificate must accompany this application unless you are seeking approval of reserved matters—see Note 11. The following certificate will be appropriate if you are the sole owner (see (a) below) of all the land and no part of the land constitutes or forms part of an agricultural holding. Only one copy need be completed.

Town and Country Planning Act 1971 – Certificate under section 27

Certificate A

I hereby certify that:—

1. No person other than the applicant was an owner (a) of any part of the land to which the application relates at the beginning of the period of 20 days before the date of the accompanying application;

2. None of the land to which the application relates constitutes or forms part of an agricultural holding.

Signed

*On behalf of

Date

*Delete where inappropriate

(a) "Owner" means a person having a freehold interest or a leasehold interest the unexpired term of which was not less than 7 years.

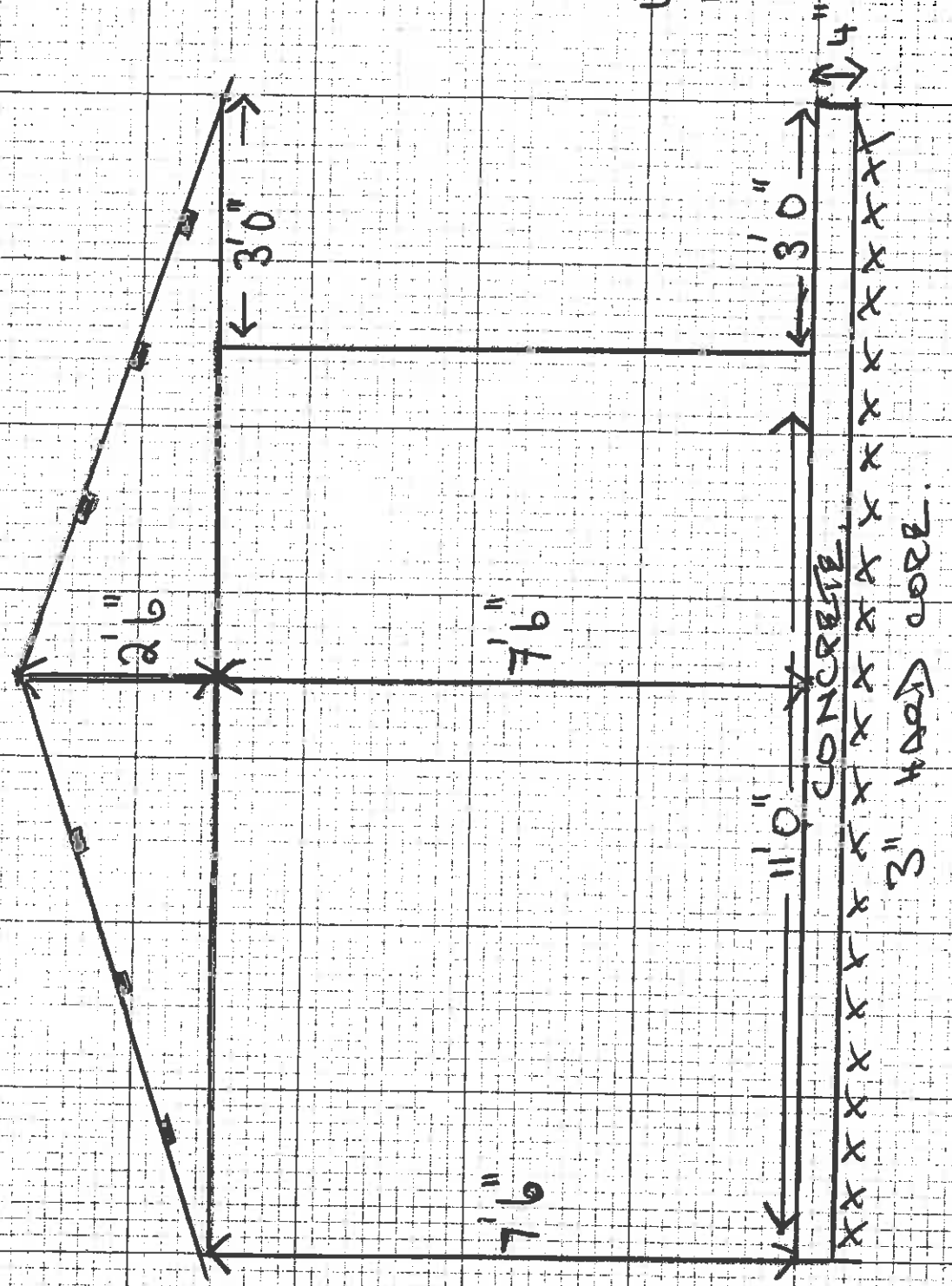
SCALE 1/2" TO 1 FOOT

SIDE ELEVATION

ROOF TO BE 3/4" x 6"
SOFT WOOD COVERED
WITH HEAVY DURY FELT.
ALL TIMBER UPRIGHTS AND
HORIZONTALS AND ROOF
STRESSERS TO BE 3"x2"
SAWN TIMBER.

ALL OUTSIDE WALLS
TO BE 4" STANDARD
SHIPLAP.

INSIDE TIMBER FROM
FLOOR LEVEL TO BE
4" HIGH STANDARD
1/2" INCH.



22' 0"

GROUND PLAN (DOUBLE STABLE)
SEALE 1/2 TO 1 FOOT.

CONCRETE PLINTH (4" THICK + HARD CORE)

2' 0"
WINDOW
(WIRE PROTECTED)

3' 0"
DOOR

3' 0"
DOOR

2' 0"
WINDOW
(WIRE PROTECTED)

Box No 1.

CONCRETE FLOOR
4" THICK + HARD CORE.

Box No 2

CONCRETE FLOOR
4" THICK + HARD CORE.

WINDOW
(BAR GRILL)
2' 6"

1' 11"

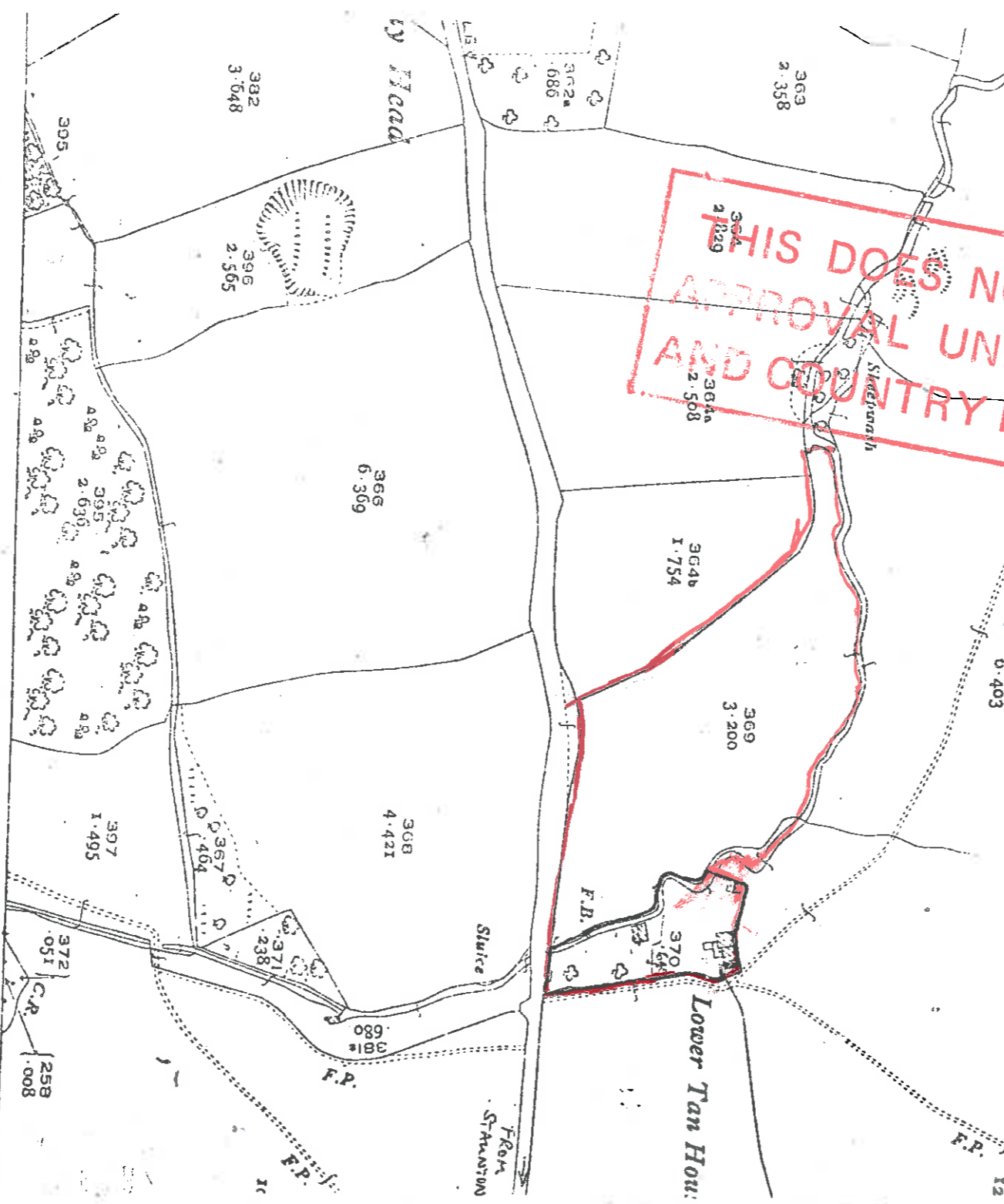
11' 0"

11' 0"

ALL TIMBER UPRIGHTS & HORIZONTALS TO BE 3" X 2" SAWN TIMBER.
ALL OUTSIDE WALLS TO BE 4" STANDAED SHIP LAP.
ALL KICKBOARDS INSIDE TO BE 4' 0" HIGH FROM GROUND LEVEL (TIMBER 1/2" PL)

**THIS DOES NOT CONSTITUTE
APPROVAL UNDER THE TOWN
AND COUNTRY PLANNING ACTS**

LEOMINSTER DISTRICT COUNCIL
 PLAN No. **791326**
 RECEIVED **19 OCT 1979**
 APPROVED UNDER BUILDING
 REGULATIONS 1972 AND ANY SUB-
 SEQUENT AMENDMENTS THERETO
23 NOV 1979
 THIS APPROVAL DOES NOT
 CONSTITUTE APPROVAL UNDER
 THE TOWN & COUNTRY PLANNING
 ACTS OR ANY OTHER STATUTE.
[Signature]
 Chief Technical Officer.



by the revised primary leveling of 1979 31.
 by the height to surface levels.
 of the terminals of a Road.
 357 - 1 Road 17-120 Perches
 4
 sds 1-428
 Nos 17-120

Scale 1:2500

**LEOMINSTER DISTRICT COUNCIL
 TECHNICAL DEPT.
 19 OCT 1979**

791326