
Search Number: LC3591

Registering Authority:

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

Register of Local Land Charges

Certificate of Search

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

Address / description of the property / land:

**LAND AT LEYS LANE
BIRCHER
LEOMINSTER
HEREFORDSHIRE
HR6 0AY**

Requested by:

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

Clients Reference: HL

Certificate of Search

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

Signed

Paul McKenna

On behalf of:

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

Date generated: 25/09/2019



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

Part 1 – General Financial Charges – None

Part 2 – Specific Financial Charges – None

Part 3 – Planning Charges:

Charge Reference: 83

Date of Registration: 27/08/80

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

Charge Reference: 147

Date of Registration: 05/01/96

Bircher Conservation Area designated 15/12/95 pursuant to S.69 Planning (Listed Building and Conservation Areas) Act 1990

Part 4 – Miscellaneous Charges - None

Part 5 – Fenland Ways Maintenance Charges – None

Part 6 – Land Compensation Charges – None

Part 7 – New Towns Charges – None

Part 8 – Civil Aviation Charges – None

Part 9 – Opencast Coal Charges – None

Part 10 – Listed Buildings Charges - None

Part 11 – Light Obstruction Notices – None

Part 12 – Land Drainage Schemes – None

NOTES:

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

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

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

Number	Description	Reference	Decision / Date
1.1	Site for the proposed erection of 2 detached dwellings, one partly incorporating existing barns	18/1423/O	AC 22/11/18

Building Regulations (from 01/07/02):

Number	Description	Reference	Decision / Date
	There are no entries in the register		

1.	PLANNING AND BUILDING REGULATIONS	
1.1	Planning and Building Decisions and Pending Applications Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications or agreements:	
(a)	planning permission	See page 3 of this report
(b)	listed building consent	None revealed
(c)	conservation areas consent	None revealed
(d)	certificate of lawfulness of existing use or development	None revealed
(e)	certificate of lawfulness of proposed use or development	None revealed
(f)	certificate of lawfulness of proposed works for listed buildings	None revealed
(g)	heritage partnership agreement	None revealed
(h)	listed building consent order	None revealed
(i)	local listed building consent order	None revealed
(j)	building regulation approval	None revealed
(k)	building regulation completion certificate and	None revealed
(l)	any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?	None revealed
1.2	Planning Designations and Proposals	
	What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?	Herefordshire Local Plan Core Strategy 2011 – 2031 (Adopted October 2015): Housing Market Area (H1-2, RA1-2). Conservation Area LD4). Neighbourhood Development Plan: Within the Bicher Settlement Boundary (YG3). Proposed Housing Site (YG4).
2.	ROADS AND PUBLIC RIGHTS OF WAY	
2.1	Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are:	
(a)	highways maintainable at public expense	Leys Lane (U92614) to the North East and the B4362 to the South are maintained.
(b)	subject to adoption and supported by a bond or bond waiver	Not applicable
(c)	to be made up by a local authority who will reclaim the cost from the frontagers or	Not applicable
(d)	to be adopted by a local authority without reclaiming the cost from the frontagers?	Not applicable
	Public Rights of Way	
2.2	Is any public right of way which abuts on, or crosses the property shown on a definitive map or revised definitive map?	NO
2.3	Are there any pending applications to record a public right of way that abuts or crosses the property on a definitive map or revised definitive map?	There are no entries in the current list of Modification Orders maintained by Herefordshire Council.
2.4	Are there any legal orders to stop up, divert, alter or create a public right of way which abuts or crosses the property not yet implemented or shown on the definitive map?	There are no entries in the current list of Modification Orders maintained by Herefordshire Council.
2.5	If so, please attach a plan showing the approximate route	Not applicable
3.	OTHER MATTERS	
	Apart from matters entered on the register of local land charges, do any of the following matters apply to the property? If so, how can copies of the relevant documents be obtained?	
3.1	Land required for Public Purposes	
	Is the property included in land required for public purposes?	NO
3.2	Land to be acquired for Road Works	
	Is the property included in land required for road works?	NO
3.3	Drainage Matters	
(a)	Is the property served by a sustainable urban drainage system (SuDS)?	Herefordshire Council has confirmed: "Prior to 21/06/16 the authority does not hold comprehensive records of SuDS systems in a retrievable format - please refer to vendor. Post 21/06/16, please refer to conditions on planning decision notices and associated discharge notices relevant to the property".

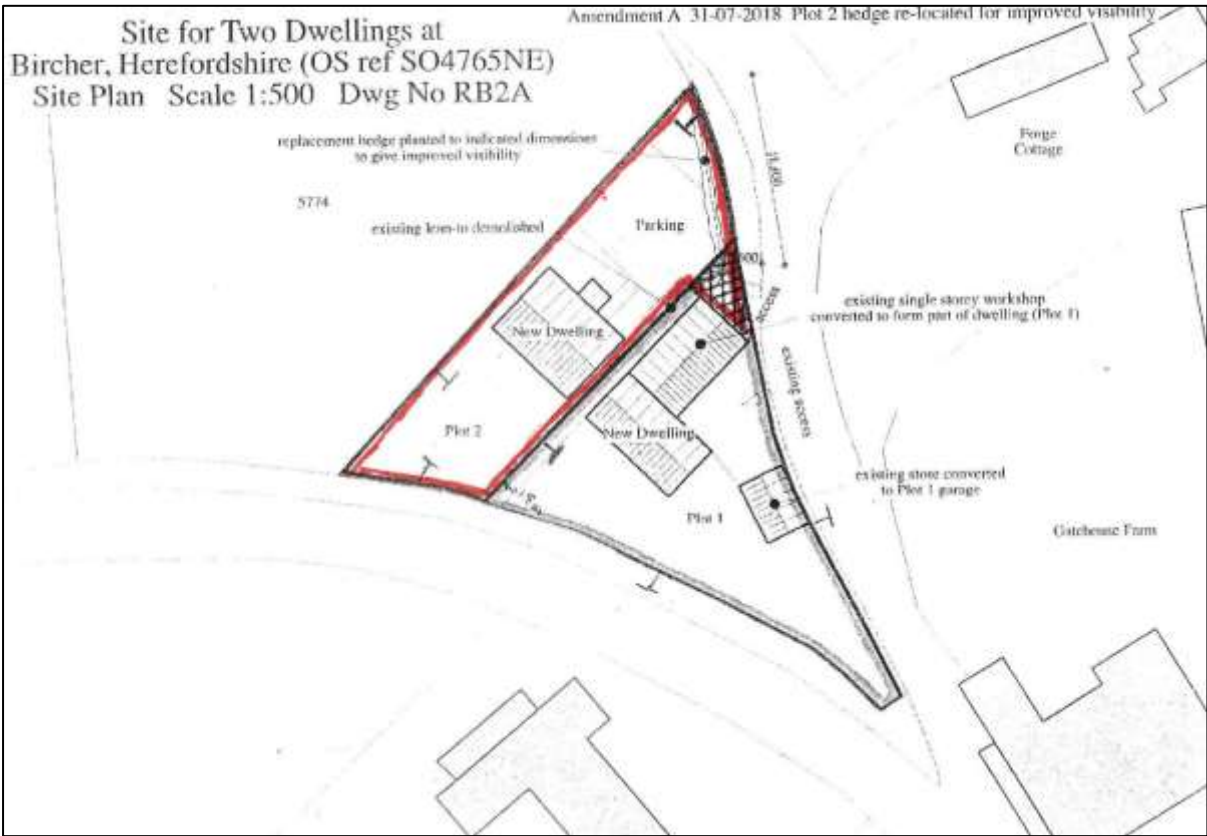
(b)	Are there any SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?	
(c)	If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?	
3.4	Nearby Road Schemes	
	Is the property (or will it be) within 200m of any of the following?	
(a)	the centre line of a new trunk road or special road specified in any order, draft order or scheme	NO
(b)	the centre line of a proposed alteration or improvement to an existing road, involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway	NO
(c)	the outer limits of construction works for a proposed alteration or improvement to an existing road, involving: (i) the construction of a roundabout (other than a mini roundabout) or (ii) widening by the construction of one or more additional traffic lanes	NO
(d)	the outer limits of: (i) construction of a new road to be built by a local authority, (ii) an improved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway, or (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes.	NO
(e)	the centre line of the proposed route of a new road under proposals published for public consultation	NO
(f)	the outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway, (ii) construction of a roundabout (other than a mini roundabout) or (iii) widening by construction of one or more additional traffic lanes under proposals published for public consultation	NO
3.5	Nearby Railway Schemes	
(a)	Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?	NO
(b)	Are there any proposals for a tramway, light railway or monorail within the Local Authority boundary?	NO
3.6	Traffic Schemes	
	Has the local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in Boxes B and C and are within 200 metres of the boundaries of the property?	NO
(a)	permanent stopping up or diversion	
(b)	waiting or loading restrictions	
(c)	one way driving	
(d)	prohibition of driving	
(e)	pedestrianisation	
(f)	vehicle width or weight restriction	
(g)	traffic calming works including road humps	
(h)	residents parking controls	
(i)	minor road widening or improvement	
(j)	pedestrian crossings	
(k)	cycle tracks or	
(l)	bridge building?	
3.7	Outstanding Notices	
	Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this schedule:	NO
(a)	building works	
(b)	environment	
(c)	health and safety	
(d)	housing	
(e)	highways, or	
(f)	public health	
(g)	flood and coastal erosion risk management	
3.8	Contravention of Building Regulations	
	Has the local authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?	NO
3.9	Notices, Orders, Directions and Proceedings under Planning Acts	
	Do any of the following subsist in relation to the property, or has the local authority decided to issue, serve, make or commence any of the following:	NO
(a)	an enforcement notice	

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

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

End of Report

Regulated Local Authority Search
Plan of the Property



Important Consumer Protection Information

This search has been produced by:

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

The Search Code

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

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

The Code's core principles

Firms which subscribe to the Search Code will:

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

Complaints

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

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

TPOs Contact Details:

The Property Ombudsman scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
Email: admin@tpos.co.uk

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

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

Complaints Procedure

If you want to make a complaint, we will:

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

Complaints should be sent to:

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

Terms and Conditions

1. Agreement

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

2. Intellectual Property

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

3. Termination of Rights

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

4. Liability

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

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

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

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

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

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

5. Charges

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

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

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

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

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

6. General

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

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

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

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

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

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

7. Independent Dispute Resolution

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

8. Terms

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

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

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

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

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

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

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

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

PPSEARCHES LLP – June 2017