

# AUCTION PACK

- relating to -

**PEN Y FFORDD  
DOLANOG  
WELSHPOOL  
POWYS  
SY21 0LA**



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# CONTRACT

For conveyancer's use only

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

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** : **JONATHAN PAUL DAVIES** of Ger y Nant, Pontrobert, Meifod, Powys, SY22 6JN,  
and **GLENYS MARGARET DAVIES** of 32 Maes Mechain, Llanfechain, Powys, SY22  
6UH

**Buyer** :

**Property (freehold/leasehold)** : **PENYFFORDD, DOLANOG, WELSHPOOL, POWYS, SY21 0LA**

**Title number / root of title** : **WA680914**

**Specified incumbrances** : All matters contained and referred to in the registers of the above title(s) save for  
financial charges as shown on the Official Copy of the Register of Title issued on 8  
September 2021 at 12:48:26

**Title guarantee (full/limited)** : Full

**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 one hour after despatch
- (d) by fax: before 4.00pm on the first working day after despatch.
- (e) by e-mail:

**1.4 VAT**

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

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

**1.5 Assignment and sub-sales**

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

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

**1.6 Third party rights**

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

**2. FORMATION**

**2.1 Date**

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

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

**2.2 Deposit**

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

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

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

2.2.4 The deposit is to be paid:

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

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

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

**2.3 Auctions**

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

2.3.2 The sale is subject to a reserve price.

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

2.3.4 The auctioneer may refuse any bid.

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

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

**3. MATTERS AFFECTING THE PROPERTY**

**3.1 Freedom from incumbrances**

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

3.1.2 The incumbrances subject to which the property is sold are:

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

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

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

**3.2 Physical state**

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

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

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

**3.3 Leases affecting the property**

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

3.3.2 (a) The seller having provided the buyer with full details of each lease or copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.

(b) The seller is to inform the buyer without delay if the lease ends or if the seller learns of any application by the tenant in connection with the lease; the seller is then to act as the buyer reasonably directs, and the buyer is to indemnify him against all consequent loss and expense.

(c) Except with the buyer's consent, the seller is not to agree to any proposal to change the lease terms nor to take any step to end the lease.

(d) The seller is to inform the buyer without delay of any change to the lease terms which may be proposed or agreed.

(e) The buyer is to indemnify the seller against all claims arising from the lease after actual completion; this includes claims which are unenforceable against a buyer for want of registration.

(f) The seller takes no responsibility for what rent is lawfully recoverable, nor for whether or how any legislation affects the lease.

(g) If the let land is not wholly within the property, the seller may apportion the rent.

**4. TITLE AND TRANSFER**

**4.1 Proof of title**

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

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

4.1.3 Where the property has an unregistered title, the proof is to include:

- (a) an abstract of title or an epitome of title with photocopies of the documents, and  
(b) production of every document or an abstract, epitome or copy of it with an original marking by a conveyancer either against the original or an examined abstract or an examined copy.

**4.2 Requisitions**

4.2.1 The buyer may not raise requisitions:

- (a) on any title shown by the seller before the contract was made  
(b) in relation to the matters covered by condition 3.1.2.

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

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

**4.3 Timetable**

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

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

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

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

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

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

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

**4.4 Defining the property**

The seller need not:

- (a) prove the exact boundaries of the property  
(b) prove who owns fences, ditches, hedges or walls  
(c) separately identify parts of the property with different titles further than he may be able to do from information in his possession.

**4.5 Rents and rentcharges**

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

**4.6 Transfer**

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

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

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

4.6.4 If after completion the seller will remain bound by any obligation affecting the property which was disclosed to the buyer before the contract was made, but the law does not imply any covenant by the buyer to indemnify the seller against liability for future breaches of it:

- the buyer is to covenant in the transfer to indemnify the seller against liability for any future breach of the obligation and to perform it from then on, and
- if required by the seller, the buyer is to execute and deliver to the seller on completion a duplicate transfer prepared by the buyer.

4.6.5 The seller is to arrange at his expense that, in relation to every document of title which the buyer does not receive on completion, the buyer is to have the benefit of:

- a written acknowledgement of his right to its production, and
- a written undertaking for its safe custody (except while it is held by a mortgagee or by someone in a fiduciary capacity).

#### 4.7 Membership of company

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

### 5. RISK, INSURANCE AND OCCUPATION PENDING COMPLETION

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

5.1.2 The seller is under no obligation to the buyer to insure the property unless:

- the contract provides that a policy effected by or for the seller and insuring the property or any part of it against liability for loss or damage is to continue in force, or
- the property or any part of it is let on terms under which the seller (whether as landlord or as tenant) is obliged to insure against loss or damage.

5.1.3 If the seller is obliged to insure the property under condition 5.1.2, the seller is to:

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

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

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

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

#### 5.2 Occupation by buyer

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

5.2.2 The buyer is a licensee and not a tenant. The terms of the licence are that the buyer:

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

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

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

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

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

### 6. COMPLETION

#### 6.1 Date

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

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

6.1.3 Condition 6.1.2 does not apply and the seller is treated as in default if:

- the sale is with vacant possession of the property or any part of it, and
- the buyer is ready, able and willing to complete but does not pay the money due on completion until after 2.00pm because the seller has not vacated the property or that part by that time.

#### 6.2 Arrangements and place

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

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

#### 6.3 Apportionments

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

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

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

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

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

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

#### 6.4 Amount payable

The amount payable by the buyer on completion is the purchase price and the contents price (less any deposit already paid to the seller or his agent) adjusted to take account of:

- apportionments made under condition 6.3
- any compensation to be paid or allowed under condition 7.2
- any sum payable under condition 5.1.3.

### 6.5 Title deeds

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

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

### 6.6 Rent receipts

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

### 6.7 Means of payment

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

### 6.8 Notice to complete

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

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

6.8.3 On receipt of a notice to complete:

- if the buyer paid no deposit, he is forthwith to pay a deposit of 10 per cent
- if the buyer paid a deposit of less than 10 per cent, he is forthwith to pay a further deposit equal to the balance of that 10 per cent.

### 7. REMEDIES

#### 7.1 Errors and omissions

7.1.1 If any plan or statement in the contract, or in the negotiations leading to it, is or was misleading or inaccurate due to an error or omission by the seller, the remedies available to the buyer are as follows.

(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:

- where it results from fraud or recklessness, or
- where he would be obliged, to his prejudice, to accept property differing substantially (in quantity, quality or tenure) from what the error or omission had led him to expect.

7.1.2 If either party rescinds the contract:

- unless the rescission is a result of the buyer's breach of contract the deposit is to be repaid to the buyer with accrued interest
- the buyer is to return any documents he received from the seller and is to cancel any registration of the contract.

#### 7.2 Late completion

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

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

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

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

#### 7.3 After completion

Completion does not cancel liability to perform any outstanding obligation under this contract.

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

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

7.4.2 The seller may rescind the contract, and if he does so:

- he may:
  - forfeit and keep any deposit and accrued interest
  - resell the property and any contents included in the contract
  - claim damages
- the buyer is to return any documents he received from the seller and is to cancel any registration of the contract.

7.4.3 The seller retains his other rights and remedies.

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

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

7.5.2 The buyer may rescind the contract, and if he does so:

- the deposit is to be repaid to the buyer with accrued interest
- the buyer is to return any documents he received from the seller and is, at the seller's expense, to cancel any registration of the contract.

7.5.3 The buyer retains his other rights and remedies.

### 8. LEASEHOLD PROPERTY

#### 8.1 Existing leases

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

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

#### 8.2 New leases

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

8.2.2 The conditions apply so that:

- 'seller' means the proposed landlord
- 'buyer' means the proposed tenant
- 'purchase price' means the premium to be paid on the grant of a lease.

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

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

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

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

#### 8.3 Consent

8.3.1 (a) The following provisions apply if a consent to let, assign or sub-let is required to complete the contract

- In this condition 'consent' means consent in the form which satisfies the requirement to obtain it

8.3.2 (a) The seller is to apply for the consent at his expense, and to use all reasonable efforts to obtain it

- The buyer is to provide all information and references reasonably required.

8.3.3 Unless he is in breach of his obligation under condition 8.3.2, either party may rescind the contract by notice to the other party if three working days before completion date (or before a later date on which the parties have agreed to complete the contract):

- the consent has not been given, or
- the consent has been given subject to a condition to which a party reasonably objects. In that case, neither party is to be treated as in breach of contract and condition 7.1.2 applies.

### 9. CONTENTS

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

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

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

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

## SPECIAL CONDITIONS

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

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

### 6 Representations

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

### 7 Occupier's consent

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

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

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

Name

Signature

8. The Buyer shall on the Completion Date pay to the Seller's Solicitors the sum of £262.80 in respect of the cost of pre-contact searches carried out on behalf of the Buyer

Notices may be sent to:

**Seller's conveyancer's name:** Gilbert Davies

E-mail address:\*

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

E-mail address:\*

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



The electronic official copy of the register follows this message.

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

Mae'r copi swyddogol electronig o'r gofrestr yn dilyn y neges hon.

Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.





Official copy  
of register of  
title  
Copi  
swyddogol o  
gofrestr teitl

Title number / Rhif teitl  
WA680914

Edition date / Dyddiad yr  
argraffiad 16.01.2015

- This official copy shows the entries on the register of title on 08 SEP 2021 at 12:48:26.
- 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 08 Sep 2021.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.
- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 08 MEDI 2021 am 12:48:26.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwilir ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnod yw'r dyddiad y gwnaethpwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 08 Medi 2021.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol.
- Gweinyddir y teitl hwn gan Gofrestrfa Tir EM Swyddfa Cymru.

## A: Property Register / Cofrestr Eiddo

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

Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl.

### POWYS

- 1 (29.07.1993) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Pen Y Ffordd, Dolanog, Welshpool, Powys (SY21 0LA).
- 2 (29.07.1993) The land tinted pink on the filed plan has the benefit of the following rights granted by a Conveyance thereof dated 28 November 1980 made between (1) John Wynne Jones and Elizabeth Jane Jones (Vendors) and (2) Marc Alain Francois Kuhl and Carol Ann Bootle (Purchasers):-

"TOGETHER WITH the right for the Purchasers and their successors in title owner or occupiers for the time being of the property hereby conveyed

(a) to obtain a supply of water for domestic purposes only from well situate in O.S. Enclosure Number 1831 forming part of the adjacent land of the Vendors by means of the existing pipeline the approximate position of which is indicated by a blue line on the said plan with a further right to enter upon the said adjacent land of the Vendors for the purpose of inspecting repairing maintaining and relaying the said

## A: Property Register continued / Parhad o'r gofrestr eiddo

line of pipes and also for inspecting repairing maintaining and reconstructing the said well paying compensation to the Vendors and their successors in title for all damage thereby occasioned and restoring the said adjacent land to its former condition after the exercise of such rights and

(b) to drain and discharge storm water into ditch in O.S. Enclosure number 0007 by means of the existing drainage pipe the approximate position of which is shown by an orange line on the said plan with the further right to enter upon the said enclosure number 0007 for the purpose of inspecting repairing maintaining and relaying the said drainage paying compensation to the Vendors and their successors in title to the Vendors and their successors in title for all damage thereby occasioned and restoring the surface of the said land to its former condition as soon as possible thereafter"

NOTE: The blue line referred to is shown by a brown broken line on the filed plan. The orange line referred to is shown by a blue broken line on the filed plan.

## B: Proprietorship Register / Cofrestr Perchnogaeth

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

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

### Title absolute/Teitl llwyr

- 1 (20.08.2008) PROPRIETOR: JONATHAN PAUL DAVIES and GLENYS MARGARET DAVIES of Pen Y Ffordd, Dolanog, Welshpool, Powys SY21 0LA.
- 2 (20.08.2008) The Conveyance dated 28 November 1980 referred to in the Property Register contains a purchasers personal covenant details of which are set out in the Schedule of restrictive covenants hereto. The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant and of indemnity in respect thereof.
- 3 (20.08.2008) The price stated to have been paid on 5 August 2008 was £320,000.

### Schedule of personal covenants Atodlen cyfamodau personol

- 1 The following are details of the personal covenants contained in the Conveyance dated 28 November 1980 referred to in the Proprietorship Register:-

"THE Purchasers hereby jointly and severally covenant with the Vendors that they will within three months from the date hereof erect and for ever thereafter maintain good and stock proof fences on the boundaries of the property hereby conveyed"

## C: Charges Register / Cofrestr Arwystlon

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

Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

- 1 (20.08.2008) REGISTERED CHARGE dated 5 August 2008.
- 2 (22.11.2010) Proprietor: BANK OF IRELAND (UK) PLC (Co. Regn. No. 7022885) of P.O. Box 3191, One Temple Quay, Bristol BS1 9HY.

Title number / Rhif teitl WA680914

End of register / Diwedd y gofrestr

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

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

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

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

This official copy is issued on 08 September 2021 shows the state of this title plan on 08 September 2021 at 12:48:26. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

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**Dyma'r nodiadau y cyfeirir atynt ar y copi swyddogol canlynol.**

Mae'r copi swyddogol electronig o'r cynllun teitl yn dilyn y neges hon.

Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.

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

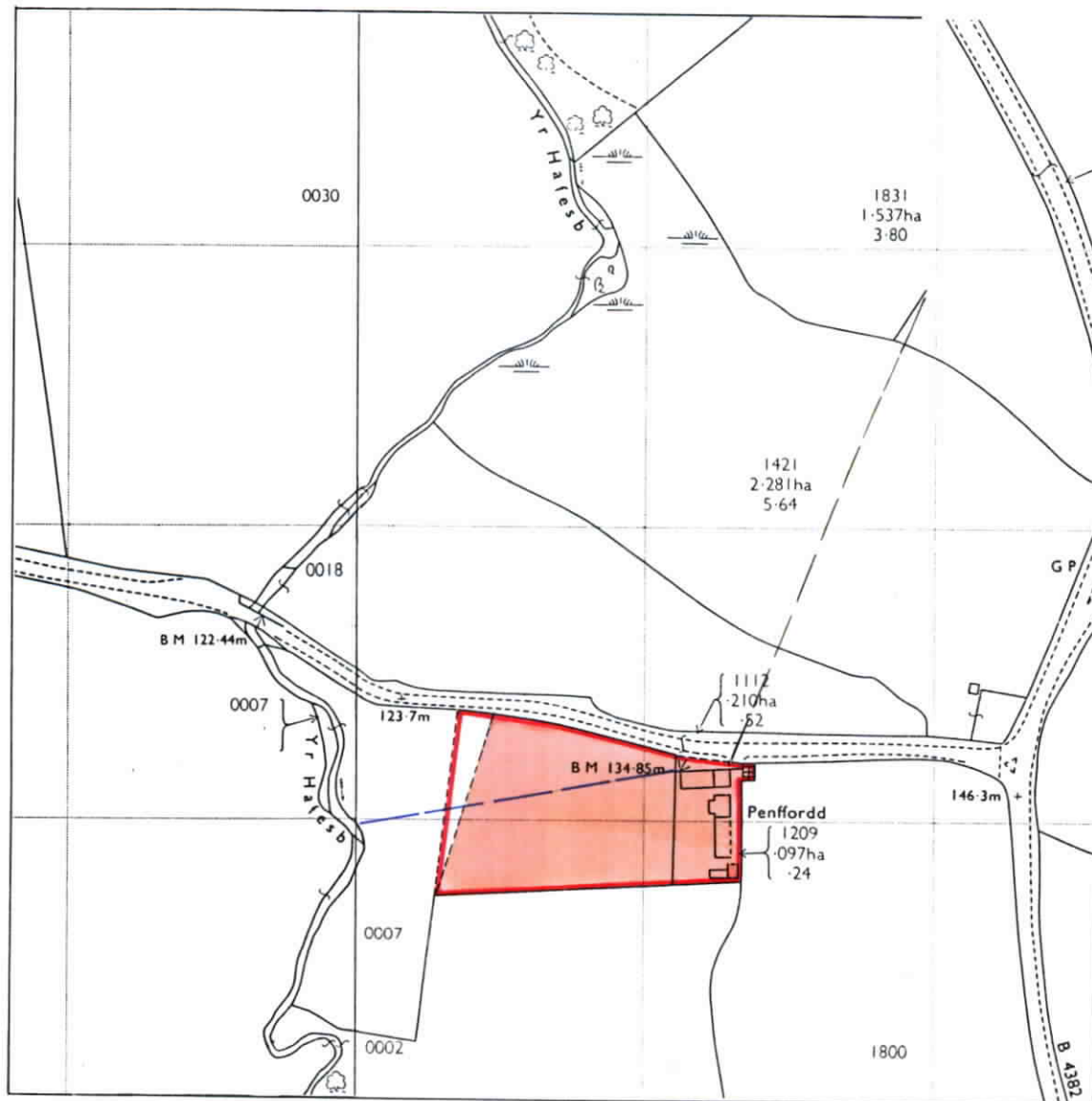
Mae'r copi swyddogol hwn a gyhoeddir ar 08 Medi 2021 yn dangos sefyllfa'r cynllun teitl hwn ar 08 Medi 2021 am 12:48:26. Mae'n dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol (adran 67 Deddf Cofrestru Tir 2002). Mae'r cynllun teitl hwn yn dangos safle cyffredinol, nid union linell, y terfynau. Gall fod gwyriadau yn y raddfa. Mae'n bosibl na fydd mesuriadau wedi eu graddio o'r cynllun hwn yn cyfateb â mesuriadau rhwng yr un pwyntiau ar y llawr. Gweinyddir y teitl hwn gan Gofrestrfa Tir EM Swyddfa Cymru.

© Hawlfraint y Goron. Cynhyrchwyd gan Gofrestrfa Tir EM. Gwaherddir atgynhyrchu'r cyfan neu ran heb ganiatâd ysgrifenedig blaenorol yr Arolwg Ordnans. Rhif Trwydded 100026316.

H.M. LAND REGISTRY		TITLE NUMBER	
		<b>WA 6809 14</b>	
ORDNANCE SURVEY PLAN REFERENCE	SJ1010 SJ1110		Scale 1/2500
COUNTY	POWYS	DISTRICT	MONTGOMERYSHIRE
			© Crown copyright



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





# Law Society Property Information Form (4th edition 2020 - second revision)

Address of the property

PENYFFORDD  
DOLANOG  
WELSHPOOL  
POWYS

Postcode

Full names of the seller

DAVIES

Seller's solicitor  
Name of solicitor's firm

GILBERT DAVIES

Address

18 SEVERN STREET  
WELSHPOOL  
POWYS SY21 7AD  
DX 29212 WELSHPOOL

Email

Reference number

NJ.13246

About this form

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

Definitions

- '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?

Seller  Neighbour  
 Shared  Not known

(b) on the right?

Seller  Neighbour  
 Shared  Not known

(c) at the rear?

Seller  Neighbour  
 Shared  Not known

(d) at the front?

Seller  Neighbour  
 Shared  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 10 years or during the seller's period of ownership if longer? If Yes, please give details:

Yes  No

1.4 During the seller's ownership, has any adjacent land or property been purchased by the seller? 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, for example cellars under the pavement, overhanging eaves or covered walkways? If Yes, please give details:

Yes  No



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

Yes  No  
 Enclosed  To follow

## 2. Disputes and complaints

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

Yes  No

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

Yes  No

## 3. Notices and proposals

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

Yes  No

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

Yes  No

## 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:

<https://www.gov.uk/guidance/competent-person-scheme-current-schemes-and-how-schemes-are-authorised>

**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:

<https://www.gov.uk/government/organisations/valuation-office-agency>

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

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

Yes  No

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

Yes  No  
 Year

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

Yes  No  
 Year

- (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:

<https://www.planningportal.co.uk/info/200126/applications>

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

Yes  No

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

Yes  No

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

Yes  No

4.6 Have solar panels been installed?

Yes  No

If Yes:

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

Year

(b) Are the solar panels owned outright?

Yes  No

(c) Has a long lease of the roof/air space been granted to a solar panel provider? If Yes, please supply copies of the relevant documents e.g. copies of electricity bills for feed in tariffs.

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

**4.8 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

(g) Central heating

Yes  No  
 Enclosed  To follow

(h) Underpinning

Yes  No  
 Enclosed  To follow

(i) Other (please state):

- Yes       No  
 Enclosed       To follow

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

- Yes       No

## 6. Insurance

6.1 Does the seller insure the property?

- Yes       No

6.2 If not, why not?

no insurance is needed when property is not occupied.

6.3 If the property is a flat, does the landlord insure the building?

- Yes       No

6.4 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:

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

- Yes       No

## 7. Environmental matters

### Flooding

**Note:** Flooding may take a variety of forms: it may be seasonal or irregular or simply a one-off occurrence. The property does not need to be near a sea or river for flooding to occur.

Further information about flooding can be found at:

[www.gov.uk/government/organisations/department-for-environment-food-rural-affairs](http://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs).

The flood risk check can be found at: [www.gov.uk/check-flood-risk](http://www.gov.uk/check-flood-risk).

Read our updated Flood Risk Practice Note at <https://www.lawsociety.org.uk/support-services/advice/practice-notes/flood-risk/>

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

Yes

No

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

**7.2 What type of flooding occurred?**

(a) Ground water

Yes

No

(b) Sewer flooding

Yes

No

(c) Surface water

Yes

No

(d) Coastal flooding

Yes

No

(e) River flooding

Yes

No

(f) Other (please state):

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

Yes

No

Enclosed

To follow

Further information about the types of flooding and Flood Risk

Reports can be found at: [www.gov.uk/government/organisations/environment-agency](http://www.gov.uk/government/organisations/environment-agency).

### 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.gov.uk/government/organisations/public-health-england](http://www.gov.uk/government/organisations/public-health-england) and [www.publichealthwales.wales.nhs.uk](http://www.publichealthwales.wales.nhs.uk).

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

Yes

No

If Yes:

(a) please supply a copy of the report

Enclosed

To follow

(b) was the test result below the 'recommended action level'?

Yes

No

7.5 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: <https://www.gov.uk/buy-sell-your-home/energy-performance-certificates>

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

Enclosed  To follow  
 Already supplied

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

Yes  No  
 Enclosed  To follow

Further information about the Green Deal can be found at: [www.gov.uk/green-deal-energy-saving-measures](http://www.gov.uk/green-deal-energy-saving-measures)

## Japanese knotweed

**Note:** Japanese knotweed is an invasive non-native plant that can cause damage to property if left untreated. The plant consists of visible above ground growth and an invisible rhizome (root) below ground in the soil. It can take several years to control and manage through a management and treatment plan and rhizomes may remain alive below the soil even after treatment.

7.8 Is the property affected by Japanese knotweed?

Yes  No  
 Not known

If Yes, please state whether there is a Japanese knotweed management and treatment plan in place and supply a copy with any insurance cover linked to the plan.

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

- 8.2 Does the property benefit from any rights or arrangements over any neighbouring property (this includes any rights of way)? If Yes, please give details:  Yes  No

- 8.3 Has anyone taken steps to prevent access to the property, or to complain about or demand payment for access to the property? If Yes, please give details:  Yes  No

- 8.4 Does the seller know if any of the following rights benefit 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

- 8.5 Does the seller know if any of the following arrangements affect the property?

(a) Other people's rights to mines and minerals under the land  Yes  No

(b) Chancel repair liability  Yes  No

(c) Other people's rights to take things from the land (such as timber, hay or fish)  Yes  No

If Yes, please give details:

- 8.6 Are there any other rights or arrangements affecting the property? This includes any rights of way. If Yes, please give details:  Yes  No

### Services crossing the property or neighbouring property

- 8.7 Do any drains, pipes or wires serving the property cross any neighbour's property?  Yes  No

Not known

- 8.8 Do any drains, pipes or wires leading to any neighbour's property cross the property?  Yes  No

Not known



8.9 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?

Private off Road Parking

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

- Yes
- No
- Not known

## 10. Other charges

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

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

- Yes
- No

## 11. Occupiers

11.1 Does the seller live at the property?

- Yes
- No

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

- Yes
- No

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

**11.3 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: <https://www.gov.uk/guidance/competent-person-scheme-current-schemes-and-how-schemes-are-authorized>

### 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.)?

oil

(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 - in situ on purchase  
 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.

2019 Year  
 Not known  
 Enclosed  To follow  
 Not available

**Drainage and sewerage**

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

**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 *Soakaway*

**If the property is in England and you answered Yes to question 12.5 and your septic tank discharges directly into surface water, you must do one of the following as soon as possible:**

- connect to mains sewer
- install a drainage field (also known as an infiltration system) so the septic tank can discharge to ground instead
- replace your septic tank with a small sewage treatment plant

**You must have plans in place to carry out this work within a reasonable timescale, typically 12 months.**

**12.5.1 When was the septic tank last replaced or upgraded?**

*The property is in Wales*  
 \_\_\_\_\_ Month  
 \_\_\_\_\_ Year

(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

12.7 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.gov.uk/government/organisations/environment-agency](http://www.gov.uk/government/organisations/environment-agency)

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

Specific information about permits and general binding rules can be found at: [www.gov.uk/permits-you-need-for-septic-tanks](http://www.gov.uk/permits-you-need-for-septic-tanks)

### 13. Connection to utilities and services

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

Mains electricity

Yes  No

Provider's name

Scottish Power

Location of meter

kitchen

Mains gas

Yes  No

Provider's name

Location of meter

~~Mains water~~ Borehole

Yes  No

Provider's name

Location of stopcock

Location of meter, if any

Bore hole. The on/off switch for the pump serving borehole is on kitchen wall

Mains sewerage

Yes  No

Provider's name

Telephone

Yes  No

Provider's name

Cable

Yes  No

Provider's name

## 14. Transaction information

14.1 Is this sale dependent on the seller completing the purchase of another property on the same day?

Yes

No

14.2 Does the seller have any special requirements about a moving date? If Yes, please give details:

Yes

No

14.3 Will the sale price be sufficient to repay all mortgages and charges secured on the property?

Yes

No

No mortgage

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:

E. M. Davies

Dated:

23/9/2021

Signed:

Dated:

Each seller should sign this form.



**The Law  
Society**

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

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

Address of the property

PENYFFORDD  
DOLANOG  
WELSHPOOL  
POWYS

Postcode

Full names of the seller

DAVIES

Seller's solicitor

Name of solicitor's firm

Gilbert Davies

Address

18 Severn Street  
Welshpool  
Powys SY21 7AD  
  
DX 29212 WELSHPOOL

Email

Reference number

NJ.13246

About this form

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

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

Definitions

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



**Instructions to the seller and the buyer**

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

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

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

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

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

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

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

**1 Basic fittings**

	Included	Excluded	None	Price	Comments
Boiler/immersion heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Radiators/wall heaters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Night-storage heaters	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Free-standing heaters	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Gas fires (with surround)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Electric fires (with surround)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Light switches	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Roof insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Window fittings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Window shutters/grilles	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Internal door fittings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
External door fittings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Doorbell/chime	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

## 1 Basic fittings (continued)

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

## 2 Kitchen

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

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



### 3 Bathroom

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

### 4 Carpets

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Living room	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Bedroom 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Bedroom 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Bedroom 3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Other rooms (please specify)</i>					
Bedroom 4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Bedroom 5	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

**5**

**Curtains and curtain rails**

	Included	Excluded	None	Price	Comments
<b>Curtain rails/poles/pelmets</b>					
Hall, stairs and landing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Living room	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Bedroom 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Bedroom 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Bedroom 3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Other rooms (please specify)</i>					
Bedroom 4	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
<b>Curtains/blinds</b>					
Hall, stairs and landing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Living room	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Dining room	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Kitchen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Bedroom 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Bedroom 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Bedroom 3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Other rooms (please specify)</i>					
Bedroom 4	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			

## 6 Light fittings

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

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

## 7 Fitted units

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

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

**7 Fitted units (continued)**

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

**8 Outdoor area**

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

**9** Television and telephone

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

**10** Stock of fuel

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

**11** Other items

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

Signed: ..... 23/9/2021 ..... Dated: ..... G.M. ....

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

Each seller should sign this form.

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

**SEPTIC TANK, PRIVATE WATER SUPPLY AND SEWAGE TREATMENT PLANT ENQUIRIES**

ENQUIRIES	REPLIES
<p><b>A. Septic Tank</b></p> <p>i. Please supply a plan indicating the septic tank including any soakaway and connections.</p> <p>ii. Please advise us as to whether the septic tank, connections and soakaways are contained within the curtilage of the property being sold.</p> <p>iii. Has the seller ever experienced any problems with the working of the septic tank, connections and soakaways.</p> <p>iv. Has the septic tank, connections and soakaways ever been the cause of any complaints from any neighbours or any appropriate authorities or agencies.</p> <p>v. How frequently is the septic tank emptied and at what cost.</p> <p>vi. How much has the seller spent on the septic tank and ancillary connections in the last 5 years.</p> <p>vii. When was the septic tank, connections and soakaways installed.</p> <p>viii. Has the septic tank, connections and soakaways ever been replaced? If so, when.</p> <p>ix. If the septic tank was installed or replaced after September 1989, please provide us with a Consent to Drainage from the Environment Agency.</p> <p>x. Please provide Exemption Certificate pursuant to the Environmental Permitting (England and Wales) Regulations 2014 or confirm that you have complied with the General Binding Rules</p> <p>xi. Please confirm and identify the necessary easements for access, maintenance and repair of the septic tank, connections and soakaways.</p>	<p>Refer to Property details</p> <p>yes.</p> <p>No.</p> <p>No</p> <p>(every 3-5 yrs approx) Frequently at no cost To the seller</p> <p>NONE</p> <p>Before Seller owned Property</p> <p>never been replaced,</p> <p>date of installation unknown.</p> <p><del>performed</del> - No Exemption Certificate + no discharge to a watercourse</p> <p>on the property - within the boundaries</p>
<p><b>B. Water Supply</b></p>	

<p>i. Please supply a plan indicating the source of the water supply, the connecting pipes and ancillary apparatus.</p>	<p>Retains indicated in Sale pack - (to left of property on drive)</p>
<p>ii. Please advise whether the well, connecting pipes and ancillary apparatus are contained within the curtilage of the property being sold.</p>	<p>yes</p>
<p>iii. Has the seller ever experienced any problems with the working of the well, connecting pipes and ancillary apparatus.</p>	<p>NONE</p>
<p>iv. Has the well, connecting pipes and ancillary apparatus ever been the cause of any complaints from any neighbours or any appropriate authorities or agencies.</p>	<p>NO</p>
<p>v. Is the supply shared and if so with whom and for what purpose and what arrangements are in place (if any) for the maintenance of the well, connecting pipes and ancillary apparatus.</p>	<p>NO</p>
<p>vi. Has the water been tested as to quality, volume and continuity of supply? If so, when and with what result.</p>	<p>NO</p>
<p>vii. How much has your clients spent on the well, connecting pipes and ancillary apparatus in the last 5 years.</p>	<p>NONE</p>
<p>viii. Of which material are the connecting pipes constructed.</p>	<p>unknown.</p>
<p>ix. Has the well ever ran dry since 1988.</p>	<p>never ran dry a very good Supply of water.</p>
<p>x. As far as the seller is concerned is the water supply from the well for domestic supply only and not for any other purpose.</p>	<p>yes.</p>
<p>xi. Please confirm and identify the necessary easements for access, maintenance and repair of the water supply, connecting pipes and ancillary apparatus.</p>	<p>Access to water supply on property -</p>
<p>xii. Please confirm that the water supply has been in existence for 10 years.</p>	<p>yes.</p>
<p><b>C. Sewage Treatment Plant</b></p>	
<p>i. Please supply a plan indicating the location of the Plant and the discharge point;</p>	<p>NONE NIA SEPTIC TANK</p>
<p>ii. How and where is the treated water</p>	<p>NONE</p>

	discharged?	Soakaway -
iii.	Has the seller ever experienced any problems with the working of the Sewage Treatment Plant, connections and discharge point?	NO
iv.	Has the Sewage Treatment Plant, connections and discharge point ever been the cause of any complaints from any neighbours or any appropriate authorities or agencies.	NO
v.	How frequently is the Sewage Treatment Plant emptied and at what cost.	no Treatment Plant <del>Soakaway</del> Soakaway
vi.	How much has the seller spent on the Sewage Treatment Plant and ancillary connections in the last 5 years.	NONE
vii.	Has any part of the Sewage Treatment Plant ever been replaced? If so, when.	NO
viii.	Please provide us with a Consent to Drainage from the Environment Agency.	unknown -
ix.	Please provide Exemption Certificate pursuant to the Environmental Permitting (England and Wales) Regulations 2014 or confirm that you have complied with the General Binding Rules.	unknown .
x.	Please confirm and identify the necessary easements for access, maintenance and repair of the Sewerage Treatment Plant and ancillary connections.	This does not apply to property -
xi.	What arrangements are in place with respect to the maintenance, repair and emptying costs?	<del>NO</del> NONE
xii.	So far as the seller is aware, are there any outstanding items of repair or maintenance in respect of the plant?	NO



# Energy performance certificate (EPC)

Pen Ffordd Dolanog WELSHPOOL SY21 0LA	Energy rating <b>F</b>	Valid until: <b>4 September 2031</b> Certificate number: <b>0300-2074-4010-2309-5981</b>
--	---------------------------	---

Property type Detached house

Total floor area 183 square metres

## Rules on letting this property

### You may not be able to let this property

This property has an energy rating of F. It cannot be let, unless an exemption has been registered. You can read [guidance for landlords on the regulations and exemptions](https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance) (<https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance>).

Properties can be rented if they have an energy rating from A to E. The [recommendations section](#) sets out changes you can make to improve the property's rating.

## Energy efficiency rating for this property

This property's current energy rating is F. It has the potential to be A.

[See how to improve this property's energy performance.](#)

Score	Energy rating	Current	Potential
92+	A		92   A
81-91	B		
69-80	C		
55-68	D		
39-54	E		
21-38	F	33   F	
1-20	G		

The graph shows this property's current and potential energy efficiency.

Properties are given a rating from A (most efficient) to G (least efficient).

Properties are also given a score. The higher the number the lower your fuel bills are likely to be.

For properties in England and Wales:

the average energy rating is D  
the average energy score is 60

## Breakdown of property's energy performance

This section shows the energy performance for features of this property. The assessment does not consider the condition of a feature and how well it is working.

Each feature is assessed as one of the following:

- very good (most efficient)
- good
- average
- poor
- very poor (least efficient)

When the description says "assumed", it means that the feature could not be inspected and an assumption has been made based on the property's age and type.

Feature	Description	Rating
Wall	Granite or whinstone, as built, no insulation (assumed)	Very poor
Wall	Solid brick, as built, no insulation (assumed)	Very poor
Wall	Timber frame, as built, insulated (assumed)	Good
Roof	Roof room(s), no insulation (assumed)	Very poor
Roof	Roof room(s), ceiling insulated	Poor
Window	Partial double glazing	Poor
Main heating	Boiler and radiators, oil	Average
Main heating control	Programmer, TRVs and bypass	Average
Hot water	From main system	Average
Lighting	Low energy lighting in 32% of fixed outlets	Average
Floor	Solid, no insulation (assumed)	N/A
Floor	Solid, insulated (assumed)	N/A
Secondary heating	Room heaters, dual fuel (mineral and wood)	N/A

### Primary energy use

The primary energy use for this property per year is 301 kilowatt hours per square metre (kWh/m<sup>2</sup>).

### Additional information

Additional information about this property:

- Stone walls present, not insulated

## Environmental impact of this property

One of the biggest contributors to climate change is carbon dioxide (CO<sub>2</sub>). The energy used for heating, lighting and power in our homes produces over a quarter of the UK's CO<sub>2</sub> emissions.

An average household produces 6 tonnes of CO<sub>2</sub>

This property produces 14.0 tonnes of CO<sub>2</sub>

This property's potential production 2.5 tonnes of CO<sub>2</sub>

By making the [recommended changes](#), you could reduce this property's CO<sub>2</sub> emissions by 11.5 tonnes per year. This will help to protect the environment.

Environmental impact ratings are based on assumptions about average occupancy and energy use. They may not reflect how energy is consumed by the people living at the property.

## How to improve this property's energy performance

Making any of the recommended changes will improve this property's energy efficiency.

If you make all of the recommended changes, this will improve the property's energy rating and score from F (33) to A (92).

Recommendation	Typical installation cost	Typical yearly saving
1. Room-in-roof insulation	£1,500 - £2,700	£624
2. Internal or external wall insulation	£4,000 - £14,000	£233
3. Floor insulation (solid floor)	£4,000 - £6,000	£82
4. Draught proofing	£80 - £120	£14
5. Low energy lighting	£65	£62
6. Heating controls (room thermostat)	£350 - £450	£72
7. Condensing boiler	£2,200 - £3,000	£137
8. Solar water heating	£4,000 - £6,000	£42
9. Replace single glazed windows with low-E double glazed windows	£3,300 - £6,500	£92
10. Solar photovoltaic panels	£3,500 - £5,500	£334
11. Wind turbine	£15,000 - £25,000	£684

## Paying for energy improvements

[Find energy grants and ways to save energy in your home. \(https://www.gov.uk/improve-energy-efficiency\)](https://www.gov.uk/improve-energy-efficiency)

## Estimated energy use and potential savings

Estimated yearly energy cost for this property	£2236
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Potential saving	£1359
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The estimated cost shows how much the average household would spend in this property for heating, lighting and hot water. It is not based on how energy is used by the people living at the property.

The estimated saving is based on making all of the recommendations in [how to improve this property's energy performance](#).

For advice on how to reduce your energy bills visit [Simple Energy Advice](#) (<https://www.simpleenergyadvice.org.uk/>).

## Heating use in this property

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Heating a property usually makes up the majority of energy costs.

## Estimated energy used to heat this property

Space heating	31253 kWh per year
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Water heating	3009 kWh per year
---------------	-------------------

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## Potential energy savings by installing insulation

Type of insulation	Amount of energy saved
--------------------	------------------------

<b>Solid wall insulation</b>	3421 kWh per year
------------------------------	-------------------

You might be able to receive [Renewable Heat Incentive payments](#) (<https://www.gov.uk/domestic-renewable-heat-incentive>). This will help to reduce carbon emissions by replacing your existing heating system with one that generates renewable heat. The estimated energy required for space and water heating will form the basis of the payments.

## Contacting the assessor and accreditation scheme

This EPC was created by a qualified energy assessor.

If you are unhappy about your property's energy assessment or certificate, you can complain to the assessor directly.

If you are still unhappy after contacting the assessor, you should contact the assessor's accreditation scheme.

Accreditation schemes are appointed by the government to ensure that assessors are qualified to carry out EPC assessments.

### Assessor contact details

Assessor's name	George Beddoes
Telephone	01691 682355
Email	<a href="mailto:tony@gbeddoes.plus.com">tony@gbeddoes.plus.com</a>

### Accreditation scheme contact details

Accreditation scheme	Elmhurst Energy Systems Ltd
Assessor ID	EES/007808
Telephone	01455 883 250
Email	<a href="mailto:enquiries@elmhurstenergy.co.uk">enquiries@elmhurstenergy.co.uk</a>

### Assessment details

Assessor's declaration	No related party
Date of assessment	4 September 2021
Date of certificate	5 September 2021
Type of assessment	<a href="#">RdSAP</a>

---

# Official Local Authority Search (CON29R + LLC1)



## Search Details

**Prepared for:** Gilbert Davies & Partners Limited  
**Matter:** NJ.13246  
**Client address:** 18 Severn Street, Powys, SY21 7AD

### Property:

Pen Ffordd, Dolanog, Welshpool, SY21 0LA

### Local Authority:

Powys County Council  
Neuadd Maldwyn, Severn Road, Welshpool, SY21 7AS

**Date Returned:**  
21/09/2021

**Property type:**  
Residential

This search was compiled by the Local Authority above and provided by InfoTrack Ltd – t: 0207 186 8090, e: helpdesk@infotrack.co.uk. This search is subject to terms and conditions issued by InfoTrack which can be viewed at [www.infotrack.co.uk](http://www.infotrack.co.uk) or supplied on request. This search is also subject to terms and conditions issued by the Local Authority, available on request. InfoTrack are registered with the Property Codes Compliance Board (PCCB) as subscribers to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code. Visit [www.propertycodes.org.uk](http://www.propertycodes.org.uk) for more information.



InfoTrack Limited, Level 11, 91 Waterloo Road, London, SE1 8RT  
T: 0207 186 8090 E: helpdesk@infotrack.co.uk

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

**Search Reference:** 2021/02322  
**NLIS Reference:**  
**Date:** 16-Sep-2021

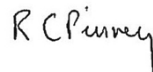
**Applicant:**  
Info Track  
18296429  
Level 11  
91, Waterloo Road  
London  
SE1 8RT

Official Search required in all parts of the Register of Local Land Charges for subsisting registrations against the land described and the plan submitted.

**Land:**  
Pen Ffordd  
C2031 From Junction With B4382 Near Penffordd To Junction By Gro  
Llanerfyl  
Dolanog  
Welshpool  
Powys  
SY21 0LA

It is hereby certified that the search requested above reveals the 1 registration described in the Schedule(s) hereto up to and including the date of this certificate.

Signed:



R C Pinney  
Solicitor to the Council  
On behalf of POWYS COUNTY COUNCIL

Dated: 16 September 2021

**Powys County Council****Register of Local Land Charges  
Schedule to Official Certificate of Search**

<b>Part 3: Planning Charges (b) Other planning charges</b>			
<b>Description of charge (including reference to appropriate statutory provision)</b>	<b>Originating Authority</b>	<b>Place where relevant documents may be inspected</b>	<b>Date of Registration</b>
Pen Ffordd Dolanog Welshpool Powys SY210LA Full application Decision: Consent Dated: 24/05/2004 Erection of 2 storey extension Application Number: M/2004/0347 Town and Country Planning Act 1990 TLC Ref: AP124920	Powys County Council, Neuadd Maldwyn, Severn Road, Welshpool, SY21 7AS	Powys County Council, Neuadd Maldwyn Severn Road, Welshpool, SY21 7AS	24/05/2004



**REPLIES TO STANDARD ENQUIRIES  
OF LOCAL AUTHORITY (2016 Edition)**

**Applicant:**

Info Track  
Level 11  
91, Waterloo Road  
London  
SE1 8RT

**Search Reference:** 2021/02322  
**NLIS Reference:**  
**Date:** 21-Sep-2021

**Property:**

Pen Ffordd  
C2031 From Junction With B4382 Near Penffordd To Junction By Gro  
Llanerfyl  
Dolanog  
Welshpool  
Powys  
SY21 0LA

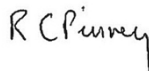
**Other Roads etc:**

**Additional  
Properties:** None

I refer to your Standard Enquiries relating to the above property. These replies relate to that property as shown on the location plan where supplied. The replies are given subject to the Notes to the Standard Enquiries.

*All correspondence relating to these answers should quote the official Search Reference.*

Signed:



R C Pinney  
Solicitor to the Council  
On behalf of POWYS COUNTY COUNCIL

Dated: 21 September 2021

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## Standard Enquiries of Local Authority

### 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) a planning permission

Reference: M/2004/0347  
Erection of 2 storey extension  
Pen Ffordd  
Dolanog  
Welshpool  
Powys  
SY210LA  
Date of Decision : 24/05/2004  
Date Decision Issued : 24/05/2004  
Decision :Consent  
Pen Ffordd  
Dolanog  
Welshpool  
Powys  
SY210LA

(b) a listed building consent

None

(c) a conservation area consent

None

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

None

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

None

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

None

(g) a heritage partnership agreement

None

(h) a listed building consent order

None

(i) a local listed building consent order

None

---

**Informative**

*Powys County Councils computerised records of planning entries do not extend back before 1974 and this reply covers only the period since that date.*

*Search results do not cover other properties in the vicinity of the search area.*

(j) building regulations approval

Reference: BN/2008/0738/  
Replacement of 5 windows  
Pen Y Ffordd, Dolanog, Welshpool, Powys, SY21 0LA  
Decision: Accepted  
Decision Date: 03/07/2008

**Informative**

*The local authoritys computerised records of Building Regulation decisions do not extend back before 1st July 2002 and this reply covers the period since that date. Records prior to that date do not contain detailed information.*

(k) building regulation completion certificate and

Reference: BN/2008/0738/  
Replacement of 5 windows  
Pen Y Ffordd, Dolanog, Welshpool, Powys, SY21 0LA  
Decision: Accepted  
Decision Date: 03/07/2008

Completion Certificate Issued: 08/07/2008

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

None

**Informative**

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

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

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

**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?**

General Designation : Outside Development Boundary - Powys Local Development Plan

Specific Proposal : None

---

**Informative**

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

*The existing development plans comprise the following:-  
Powys Local Development Plan Adopted April 2018*

*For properties within the Brecon Beacons National Park Area  
Brecon Beacons National Park Authority Local development Plan 2007-2022 (adopted December 2013)*

*The Powys LDP sets out land use policies and proposals for Powys (excluding Brecon Beacons National Park) up to 2026. The LDP is being used to determine current planning applications.*

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

**ROADS AND PUBLIC RIGHTS OF WAY**

**Roadways, footways and footpaths**

**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

Only the roads shown with a yellow coloured centreline on the enclosed highways plan are maintained at public expense.

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

No

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

N/A

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

N/A

**Informative**

*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.*

*If a Highway Lateral Extent search is required, please contact [land.charges@powys.gov.uk](mailto:land.charges@powys.gov.uk) for further information and the fee payable.*

**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, none. However additional public rights of way (e.g. cycle tracks) may exist other than those shown on the definitive map. Please note that the Definitive Map does not show routes that are used on a permissive basis, even where promoted.

---

**Informative**

*Additional public rights of way (e.g. cycle tracks) may exist other than those shown on the definitive map.*

**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?**

No, there is no pending Schedule 14 application for a Definitive Map Modification Order for a route that abuts, or crosses the property

**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 a definitive map?**

No, none

**2.5 If so, please attach a plan showing the approximate route.**

N/A

**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 the relevant documents be obtained?**

**Note: Matters entered onto the Local Land Charges Register, or visible by property/site inspection, will not be referred to (where relevant) in answer to the enquiries 3.1. to 3.15. below.**

**3.1 Land required for public purposes**

**Is the property included in land required for public purposes?**

No

**3.2 Land to be acquired for road works**

**Is the property included in land to be acquired for road works?**

No

**3.3 Drainage matters**

**(a) Is the property served by a sustainable urban drainage system (SuDS)?**

Not known - see informative

**(b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?**

Not known

**(c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?**

Not known

---

**Informative**

*Schedule 3 of the Flood and Water Management Act (FWMA) 2010 (sustainable drainage) remains a prospective provision. The County Council is not legally required to record details of property related SuDS. Information may be available from planning consents, the sewerage company, the developer or property owner. Enquiries about drainage should also be made of the local sewerage undertaker.*

**3.4 Nearby road schemes**

**Is the property (or will it be) within 200 metres of any of the following?**

(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme

No

(b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway

None

(c) the outer limits of construction works for a proposed alteration or improvement to an existing road involving:-

(i) No  
(ii) No

(d) the outer limits of:

(i) No  
(ii) No  
(iii) 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) No  
(ii) No  
(iii) No

**Informative**

*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.*

**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  
No

(b) Are there any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?

---

No  
No

**Informative**

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

**3.6 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?**

(a) permanent stopping up or diversion

No

Please note: In some circumstances, a permanent stopping up or diversion orders can be obtained by third parties from Magistrates' courts or can be made by the Secretary of State for Transport, without involving the Council.

(b) waiting or loading restrictions

No

(c) one way driving

No

(d) prohibition of driving

No

(e) pedestrianisation

No

(f) vehicle width or weight restriction

No

(g) traffic calming works including road humps

No

(h) residents parking controls

No

(i) minor road widening or improvement

No

(j) pedestrian crossings

---

No

(k) cycle tracks

No

(l) bridge building

No

**Informative**

*In some circumstances, road closures can be obtained by third parties from magistrates 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.*

**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 form?**

(a) building works

No  
No  
No  
No

(b) environment

No  
No

(c) health and safety

No

(d) housing

No  
No

(e) highways

No

(f) public health

No

(g) flood and coastal erosion risk management



---

No

**Informative**

*For properties within the **Powysland (Wales) Internal Drainage District** additional checks should be made with Natural Resources Wales. Website: [www.naturalresources.wales](http://www.naturalresources.wales)*

**3.8 Contravention of building regulations**

**Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?**

No

**3.9 Notices, orders, directions and proceedings under Planning Acts**

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

(a) an enforcement notice

No

(b) a stop notice

No

(c) a listed building enforcement notice

No

(d) a breach of condition notice

No

(e) a planning contravention notice

No

(f) another notice relating to breach of planning control

No

(g) a listed building repairs notice

No

(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation

No

(i) a building preservation notice

No

---

(j) a direction restricting permitted development

No

(k) an order revoking or modifying planning permission

No

(l) an order requiring discontinuance of use or alteration or removal of building or works

No

(m) a tree preservation order

No

(n) proceedings to enforce a planning agreement or planning contribution

No

**Informative**

*National Park authorities also have the power to serve a building preservation notice, so an enquiry should also be made with them. Cadw (meaning **to keep** or **to protect**) is the Welsh Government's historic environment service working for an accessible and well-protected historic environment for Wales. Additional enquiries should also be made with them at: Welsh Government, Plas Carew, Unit 5/7 Cefn Coed, Parc Nantgarw, Cardiff, CF15 7QQ.*

**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 a local authority decided to issue, serve, make or commence any of the following:-

No

(c) Has any demand notice been suspended?

N/A

(d) Has the Local Authority received full or part payment of any CIL liability?

N/A

(e) Has the Local Authority received any appeal against any of the above?

N/A

(f) Has a decision been taken to apply for a liability order?

N/A

(g) Has a liability order been granted?

---

N/A

(h) Have any other enforcement measures been taken?

N/A

### **3.11 Conservation area**

**Do the following apply in relation to the property?**

(a) the making of the area a conservation area before 31 August 1974

No

(b) an unimplemented resolution to designate the area a Conservation Area

No

### **3.12 Compulsory purchase**

**Has any enforceable order or decision been made to compulsorily purchase or acquire the property?**

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 in such a condition that harm or pollution of controlled waters might be caused on the property)?**

(a) a contaminated land notice

No

(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990

(i) No  
(ii) No

(c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice

No

### **Informative**

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

### **3.14 Radon Gas**

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

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

---

**Informative**

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

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

*For more information please see the HPA website - <http://www.hpa.org.uk/radiation/default.htm>  
To request a pack please email your name, address and postcode to [radon@hpa-rp.org.uk](mailto:radon@hpa-rp.org.uk) or leave your name, address and postcode on the HPA free radon answerphone (0800 614529).*

**3.15 Assets of Community Value**

(a) Has the property been nominated as an asset of community value?

N/A - The Welsh Government has not yet implemented these regulations with regard to Wales.

(b) If the property is listed:

N/A

*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.*

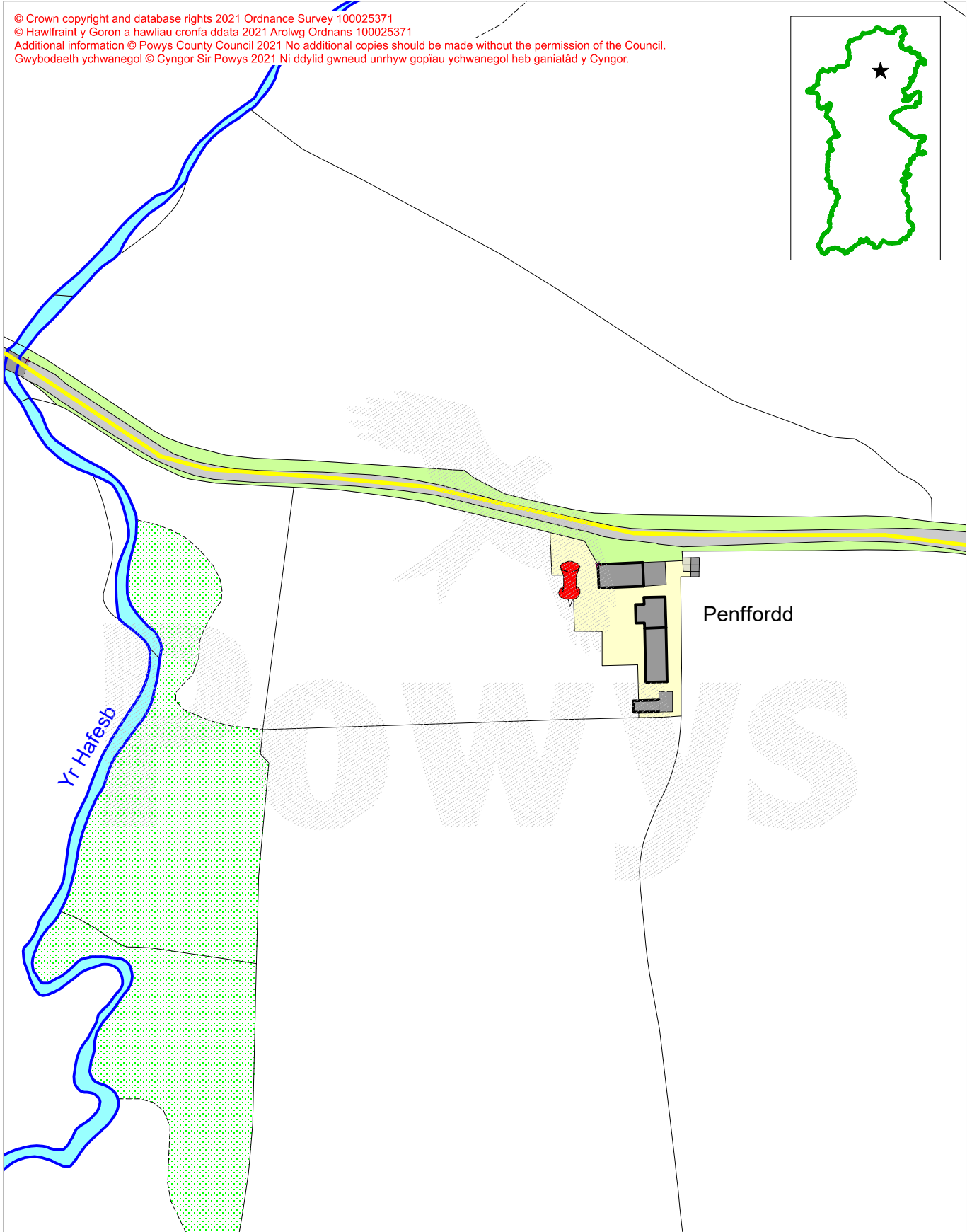
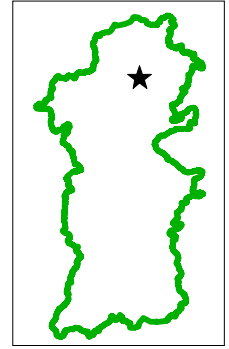
*This Form should be read in conjunction with the guidance notes available separately.*

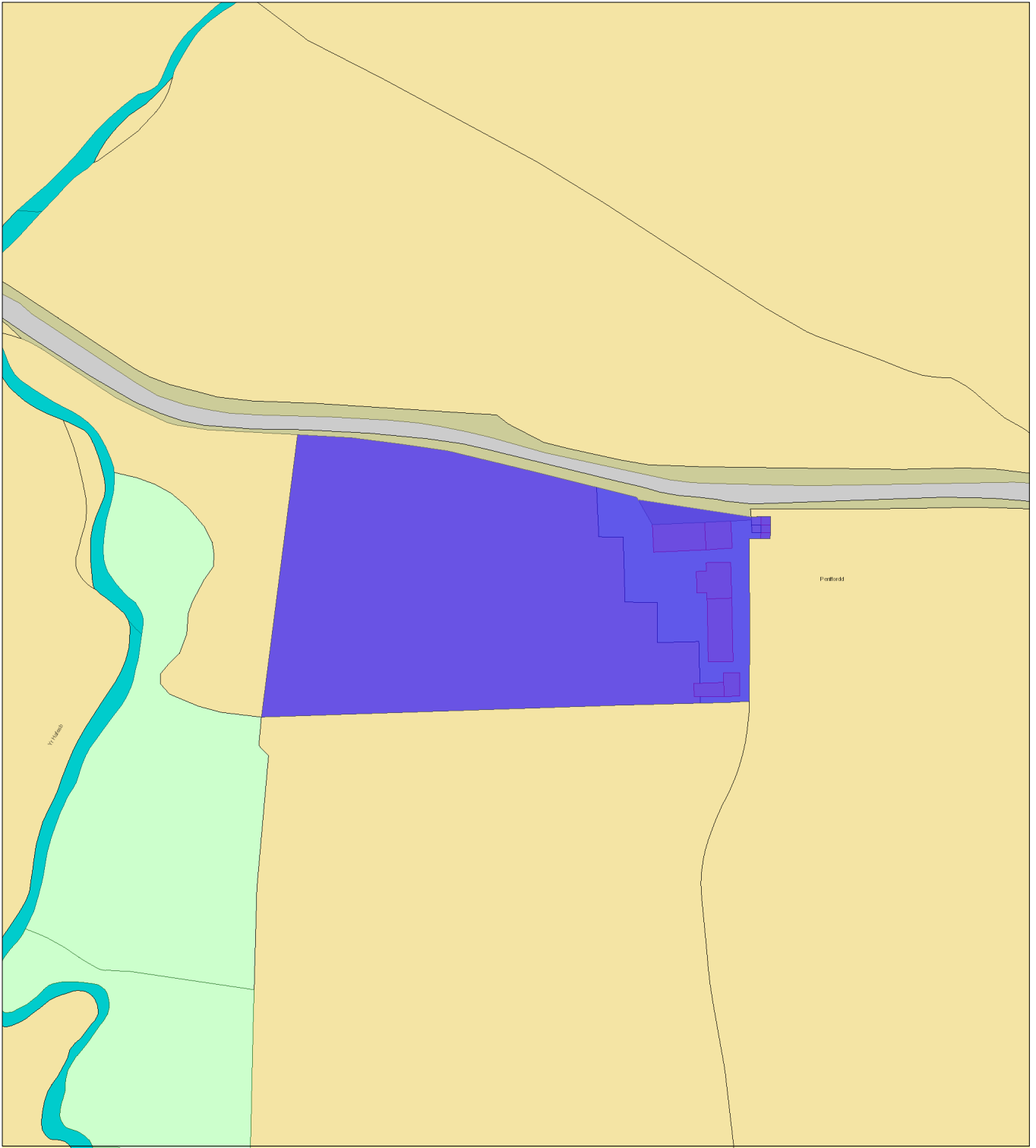
*Area means any area in which the property is located.*


*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.*

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<b>Search Reference:</b> 2021/02322	
<b>Property Address:</b> Pen Ffordd C2031 From Junction With B4382 Near Penffordd To Junction By Gro Llanerfyl Dolanog Welshpool	
<b>Date:</b> 10-Sep-2021	
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**LOCAL LAND CHARGES  
VAT RECEIPT**

**VAT Receipt Number:** 2021/02322  
**VAT Receipt Date:** 10-Sep-2021

**Applicant:** Info Track  
Level 11  
91, Waterloo Road  
London  
SE1 8RT

**Search Reference:** 2021/02322  
**Online Reference:**  
**Online Source:**  
**Search Date:** 10-Sep-2021

**Search Property:** Pen Ffordd  
C2031 From Junction With B4382 Near Penffordd To  
Junction By Gro Llanerfyl  
Dolanog  
Welshpool  
Powys  
SY21 0LA

<b>Description</b>	<b>Amount in £</b>
CON29 Standard (Full)	147.00
LLC1 Full	6.00
Total Net	128.50
Total VAT @ 20%	24.50
Total amount due	153.00

VAT is chargeable on items shown above that are related to the CON29 part of this search.  
Other items are exempt for VAT purposes

## Search Details

**Prepared for:** Gilbert Davies & Partners Limited  
**Matter:** NJ.13246  
**Client address:** 18 Severn Street, Powys, SY21 7AD

**Property:**  
Pen Ffordd, Dolanog, Welshpool, SY21 0LA

**Data Supplier:**  
Groundsure  
Sovereign House, Church Street, Brighton, BN1 1UJ

**Date Returned:**  
09/09/2021

**Property type:**  
Residential

This search was compiled by the Data Supplier above and provided by InfoTrack Ltd - t: 0207 186 8090, e: helpdesk@infotrack.co.uk. This search is subject to terms and conditions issued by InfoTrack which can be viewed at [www.infotrack.co.uk](http://www.infotrack.co.uk) or supplied on request. This search is also subject to terms and conditions issued by the Data Supplier, available on request. InfoTrack and the Data Supplier above are registered with the Property Codes Compliance Board (PCCB) as subscribers to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code. Visit [www.propertycodes.org.uk](http://www.propertycodes.org.uk) for more information.



Pen Ffordd, Dolanog, Welshpool, SY21 0LA

## Professional opinion

Addresses the Law Society practice notes on Contaminated Land and Flood risk.



**PASS**



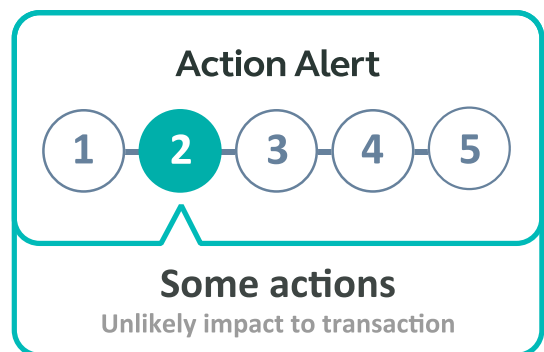
**Contaminated Land Liability**  
Passed



**Flooding**  
Negligible

## Next steps indicator

Based on time, costs and complexity of proposed next steps relating to all sections of the report.



## Further guidance



**Ground Stability**  
Not identified



**Radon**  
Identified

page 4



**Energy**  
Identified

page 6



**Transportation**  
Not identified



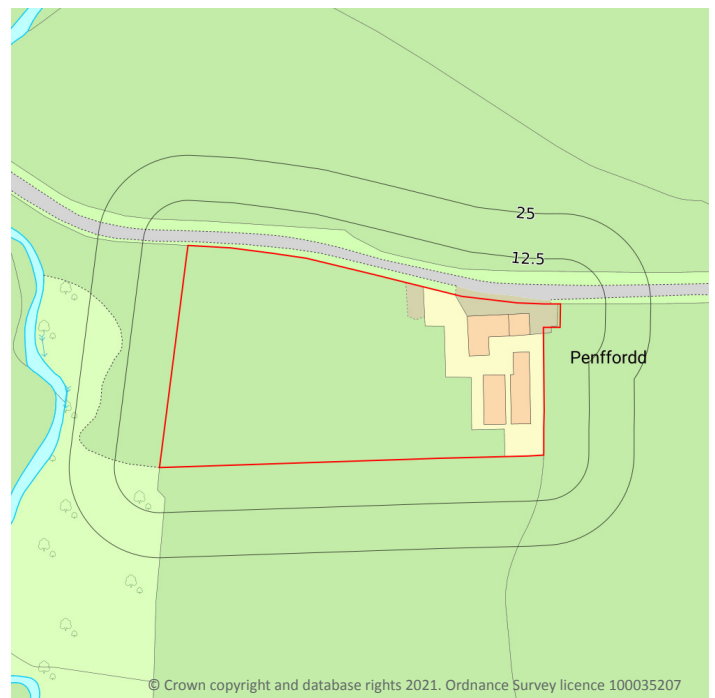
**Planning Constraints**  
Not identified



**Planning Applications**  
1

page 15

## Site Plan



## Useful contacts

Powys County Council:  
<http://www.powys.gov.uk>  
customer@powys.gov.uk  
01597 827460

Natural Resources Wales  
Customer Care Centre  
enquiries@naturalresourceswales.gov.uk  
0300 065 3000

## Action Alert

2

### Overview of findings and recommendations

To save you time when assessing the report, we only provide maps and data tables of features within the search radius that we have identified to be of note. These relate to environmental risks that may have liability implications, affect insurance premiums, property values and/or a lender's willingness to lend.

You can view the fully comprehensive library of information we have searched on **page 20**.

### **Radon**

The property is in an area where elevated radon levels are expected to be found in 3-5% of properties.

#### Next steps for consideration:

- if the property is a new build, you can check compliance on radon protection with the developer
- if you are buying a currently occupied property, ask the present owner whether radon levels have been measured and, if so, whether the results were above the radon Action Level. If they were, ask what remedial measures were installed, were radon levels re-tested and did the re-testing confirm the measures have been effective
- if testing has not been carried out, it would be a sensible precaution to arrange for the property to be tested with radon detectors. If initial short-term radon screening tests are inconclusive, or the purchaser would prefer to carry out a full three-month test, it may be possible to arrange a 'radon bond'
- high levels of radon can be reduced through carrying out remedial works to the property
- Basic radon protection measures will be required to be installed in the event that any new buildings or extensions are added to the property.
- See <http://www.radonassociation.co.uk/guide-to-radon/information-for-house-buyers-and-sellers/> for further information

## Other considerations

These are next steps associated with non-environmental search returns on matters of energy and transport infrastructure, mobile masts, and planning constraints.

### **Energy**

#### Wind

Existing or proposed wind installations have been identified within 10km.

##### Next steps for consideration:

- use the details given in the report to find out more about the potential impacts on the property
- contact the operating company and the relevant Local Authority for further information
- visit the area in order to more accurately assess the impact this wind development would have on the property

#### Solar

Existing or proposed solar installations have been identified within 5km of the property.

##### Next steps for consideration:

- use the details given in the report to find out more about the potential impacts on the property by contacting the operating company and/or Local Authority
- visit the area in order to more accurately assess the impact this solar farm would have on the property

#### Projects

One or more nationally significant energy infrastructure projects has been identified within 5km of the property.

##### Next steps for consideration:

- visit the National Infrastructure Planning website at <https://infrastructure.planninginspectorate.gov.uk/projects/>, where further details on nationally significant infrastructure projects, including environmental impact assessments, can be found

## Environmental summary



Environmental searches are designed to ensure that significant hazards and risks associated with this property are identified and considered alongside the investment in or purchase of a property.

Please see the Action Alert: on **page 2** for further advice.



### Contaminated Land

No significant concerns have been identified as a result of the contaminated land searches.

**Contaminated Land Liability** **Passed**

**Past Land Use** **Passed**

**Waste and Landfill** **Passed**

**Current and Recent Industrial** **Passed**



### Flooding

No significant concerns have been identified as a result of the flood risk searches. No action required.

**River and Coastal Flooding** **Very Low**

**Groundwater Flooding** **Low**

**Surface Water Flooding** **Negligible**

**Past Flooding** **Not identified**

**Flood Storage Areas** **Not identified**

Further explanation of flood risk assessment can be seen in the Flood information on **page 20**.

**FloodScore™ insurance rating**

**Very Low**

The rating is compiled by Ambiental, a leading flood risk analysis company. Please see **page 20**



### Ground stability

No significant concerns have been identified as a result of the ground stability searches. No action required.

**Natural Ground Stability** **Low**

**Non-Natural Ground Stability** **Not identified**



### Radon

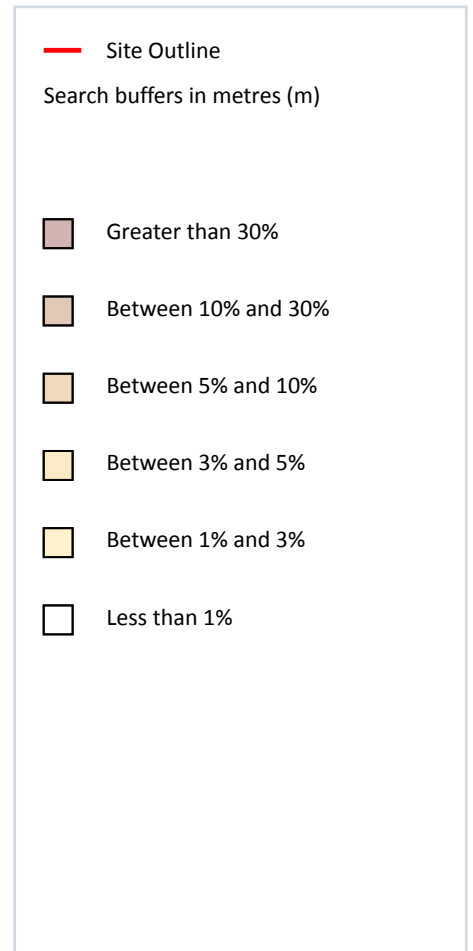
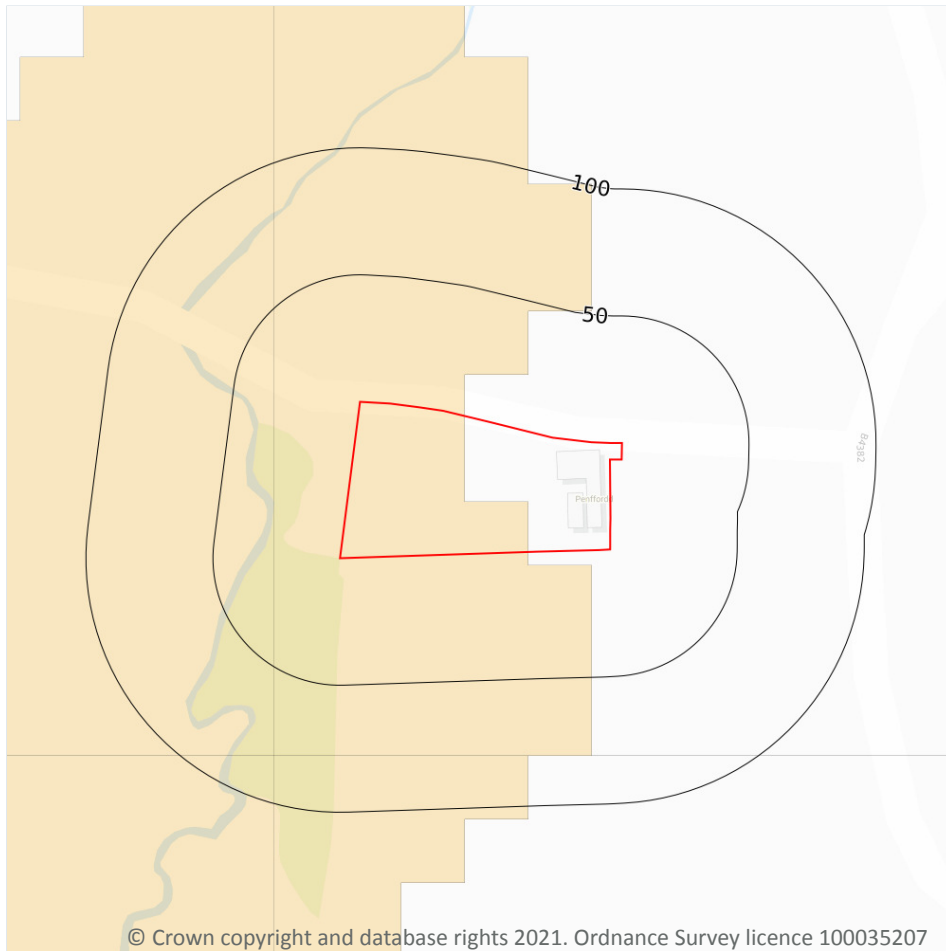
The property is in a radon affected area. This could mean that inhabitants are at risk from the harmful effects of radon. The percentage of homes estimated to be affected by radon in your local area is between 3% and 5%.

**In a radon affected area**

Please see **page 5** for details of the identified issues.



## Radon



The property is in a radon affected area, meaning there is an increased risk that properties will contain elevated levels of radon.

In order to determine if there is a problem at your property, a radon measurement in the building must be taken. Access to a testing service and further information on radon is available from Public Health England (PHE) or [www.ukradon.org](http://www.ukradon.org).

Radon is a colourless, odourless radioactive gas present in all areas of the United Kingdom, usually at levels that pose a negligible risk. However, the property is situated in an area where levels of radon can be much higher and pose a health risk. High levels of radon can cause lung cancer, particularly for smokers and ex-smokers. The higher the level and the longer the period of exposure, the greater the risk.

Please see the Action Alert: on **page 2** for further advice.

This data is sourced from the British Geological Survey/Public Health England.

## Energy summary



### Oil and gas

No historical, active or planned wells or extraction areas have been identified near the property.

**Oil and gas areas**  
**Oil and gas wells**

**Not identified**  
**Not identified**



### Wind and Solar

Our search of existing and planned renewable wind and solar infrastructure has identified results.

Please see the Action Alert: on **page 2** for further advice. Additionally, see **page 7** for details of the identified issues.

**Planned Multiple Wind Turbines**

**Identified**

**Planned Single Wind Turbines**

**Identified**

**Existing Wind Turbines**

**Identified**

**Proposed Solar Farms**

**Identified**

**Existing Solar Farms**

**Not identified**



### Energy

Our search of major energy transmission or generation infrastructure and nationally significant infrastructure projects has identified results.

Please see the Action Alert: on **page 2** for further advice. Additionally, see **page 12** for details of the identified issues.

**Power stations**

**Not identified**

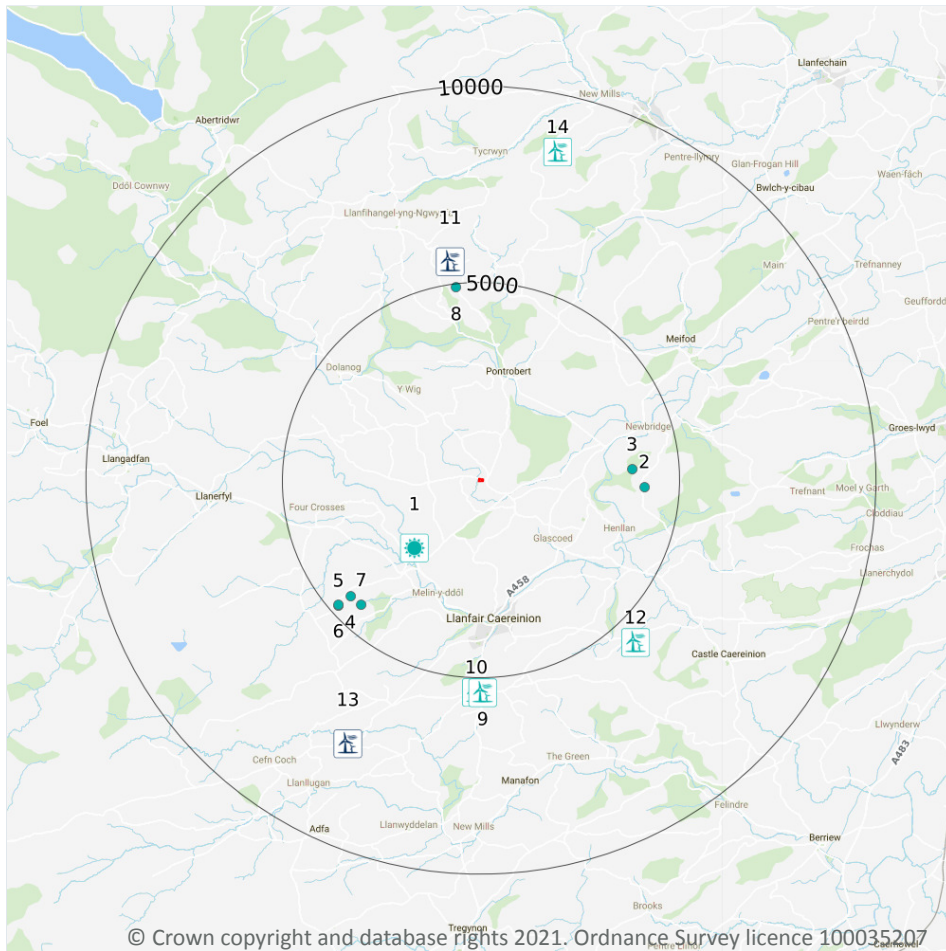
**Energy Infrastructure Projects**

**Not identified**

**Identified**



## Energy / Wind and solar



- Site Outline
- Search buffers in metres (m)
- Wind farms
- Proposed wind farms
- Proposed wind turbines
- Existing and agreed solar installations
- Proposed solar installations

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### Wind farms

An active wind farm, group of turbines or individual wind turbine has been identified within 10,000m of the property. See below for details of the operating company, number of turbines, project and turbine capacity.

ID	Distance	Direction	Details
11	5-6 km	N	<p>Site Name: Farchwel, Llanfihangel, Llanfyllin, Mid Wales, SY22 5JF</p> <p>Operator Developer: Landowner or private owner</p> <p>Status of Project: Operational</p> <p>Type of project: Onshore</p> <p>Number of Turbines: 1</p> <p>Turbine Capacity: 0.225MW</p> <p>Total project capacity: 0.225</p> <p>Approximate Grid Reference: 309298, 315665</p>

ID	Distance	Direction	Details	
13	7-8 km	SW	Site Name: Esgair Cwmowen, SSA B: Land at Esgair, Cwmowen Nr Carno, Mid Wales Operator Developer: Pennant Walters Holdings Ltd Status of Project: In planning	Type of project: Onshore Number of Turbines: 19 Turbine Capacity: 2.64MW Total project capacity: 47.5 Approximate Grid Reference: 306693, 303396

This data is sourced from the UK Wind Energy Database supplied by Renewable UK. Groundsure recommends further independent research with Renewable UK of any sites of interest to determine exact locations and details of the projects.

## Proposed wind farms

A wind farm or group of turbines or individual wind turbine has been proposed within 10,000m of the property. See below for details of the operating company, number of turbines, project and turbine capacity.

Please note some planning applications identified as having been refused, may have subsequently been granted on appeal without appearing as such within this report. Additionally, please be aware that as the identified records are taken from a planning record archive, the proposals identified may have already been undertaken.

ID	Distance	Direction	Details	
10	5-6 km	S	Site Name: Bryn Penarth, Llanfair Caereinion, Welshpool, Powys, SY21 0BZ Planning Application Reference: P/2012/0244 Type of Project: 2 Wind Turbines	Application Date: 2012-02-21 Planning Stage: Early Planning Detail Plans Withdrawn Project Details: Scheme comprises installation of 2 micro wind turbines on 15m masts. Approximate Grid Reference: 310125, 304695
9	5-6 km	S	Site Name: Bryn Penarth, Llanfair Caereinion, Welshpool, Powys, SY21 0BZ Planning Application Reference: P/2012/0613 Type of Project: 2 Wind Turbines	Application Date: 2012-06-19 Planning Stage: Plans Approved Detail Plans Granted Project Details: Scheme comprises installation of 2 micro wind turbines on 15m masts (revised proposal). Approximate Grid Reference: 310125, 304695
12	5-6 km	SE	Site Name: Pt OS 2561 & 2269 Land near, Upper Cilhaul, Cyfronydd, Powys, Welshpool, Powys, SY21 9EY Planning Application Reference: P/2013/0345 Type of Project: 3 Wind Turbines	Application Date: 2013-03-18 Planning Stage: Early Planning Detail Plans Refused Project Details: Scheme comprises construction of 3 five kw wind turbines (17.9m mast, 20.7m tip height, 5.6m blade diameter), siting of a control cabinet and associated cable runs, grid ref: T1: 314189/305688, T2: 31 Approximate Grid Reference: 314016, 305973



ID	Distance	Direction	Details	
14	8-9 km	N	Site Name: Land at Cefn Gribin Moel, Fronllwyd;, Powys, Llanfyllin, Powys, SY22 5EN Planning Application Reference: P/2013/0991 Type of Project: 2 Wind Turbines	Application Date: 2013-10-11 Planning Stage: Plans Approved Detail Plans Granted Project Details: Scheme comprises construction of two 10kw wind turbines with a hub height of 15 metres and max blade tip height of 19.2 metres and associated works (grid ref: turbine 1 E: 312013,N:317661 turbine 2: E Approximate Grid Reference: 312034, 318458

This information is derived from planning data supplied by Glenigan, in some cases with further accuracy applied by Groundsure's experts. This search includes planning applications for wind farms with multiple turbines within 10,000m of the property. This data is updated on a quarterly basis.

If the existence of a planning application, passed or refused may have a material impact with regard to the decision to purchase the property, Groundsure recommends independent, thorough enquiries are made with the Local Authority. If any applications have been identified within this report, Groundsure have included the planning reference to enable further enquiries to be made.

## Proposed wind turbines

Planning applications for individual wind turbines have been proposed within 5,000m of the property. See below for details of the operating company, number of turbines, project and turbine capacity.

Please note some planning applications identified as having been refused may have subsequently been granted on appeal without appearing as such within this report. Additionally, please be aware that as the identified records are taken from a planning record archive, the proposals identified may have already been undertaken.

ID	Distance	Direction	Details	
2	4-5 km	E	Site Name: Land at Lower Bryn y Groes, Meifod, SY22 6YG Planning Application Reference: P/2015/0952 Type of Project: Wind Turbine	Application Date: 2015-11-26 Planning Stage: Detail Plans Withdrawn Project Details: Scheme comprises installation of a wind turbine with blade tip height of 48.01m and 30.5m to hub height together with associated control box and access track (full). Approximate Grid Reference: 314239, 309931

ID	Distance	Direction	Details	
3	4-5 km	E	<p>Site Name: Land at Lower Bryn y groes, Meifod, SY22 6YG</p> <p>Planning Application Reference: P/2015/0402</p> <p>Type of Project: Wind Turbine</p>	<p>Application Date: 2015-04-21</p> <p>Planning Stage: Detail Plans Withdrawn</p> <p>Project Details: Scheme comprises full: Installation of a wind turbine with blade tip height of 48.01m and 30.5m to hub height together with associated control box and access track.</p> <p>Approximate Grid Reference: 314254, 310215</p>
7	4-5 km	SW	<p>Site Name: Tyn Y Fron, Llanfair Caereinion, Welshpool, Powys, SY21 0HD</p> <p>Planning Application Reference: SO/2010/0009</p> <p>Type of Project: Wind Turbine</p>	<p>Application Date: 2010-10-27</p> <p>Planning Stage: Early Planning Detailed Plans Submitted</p> <p>Project Details: Scheme comprises siting of a 25 metre high 50kw wind turbine.</p> <p>Approximate Grid Reference: 306758, 307147</p>
5	4-5 km	SW	<p>Site Name: Sand At Tyn Y Fron, Llanfair Caereinion, Welshpool, Powys, SY21 0HD</p> <p>Planning Application Reference: P/2012/1056</p> <p>Type of Project: Wind Turbine</p>	<p>Application Date: 2012-09-17</p> <p>Planning Stage: Early Planning Detail Plans Withdrawn</p> <p>Project Details: Scheme comprises installation of a 50kw wind turbine installed on a 25 metre tall tower with 9.5 metre blades, siting of a control cabinet grid ref: 3067568/307147.</p> <p>Approximate Grid Reference: 306758, 307147</p>
4	4-5 km	SW	<p>Site Name: Tyn Y Fron, Llanfair Caereinion, Welshpool, Powys, SY21 0HD</p> <p>Planning Application Reference: P/2011/0596</p> <p>Type of Project: Wind Turbine</p>	<p>Application Date: 2011-05-25</p> <p>Planning Stage: Early Planning Detail Plans Withdrawn</p> <p>Project Details: Scheme comprises installation of a 50kW wind turbine installed on a 35.4 metre tall tower with 9.6 metre blades, siting of a control cabinet and associated landscaping.</p> <p>Approximate Grid Reference: 306758, 307147</p>
6	4-5 km	SW	<p>Site Name: Llanfair Caereinion, Powys, Welshpool, Powys, SY21 0HD</p> <p>Planning Application Reference: P/2013/1128</p> <p>Type of Project: Wind Turbine</p>	<p>Application Date: 2013-11-26</p> <p>Planning Stage: Early Planning Detail Plans Refused</p> <p>Project Details: Scheme comprises installation of a single wind turbine (24.6m to hub height, 34.2m to blade tip and 19.2m rotor diameter)</p> <p>Grid Ref: 306892 / 307282</p> <p>Approximate Grid Reference: 306758, 307147</p>

ID	Distance	Direction	Details
8	4-5 km	N	<p>Site Name: Land at Farchwel, Llanfihangel, Llanfyllin, SY22 5JF</p> <p>Planning Application Reference: P/2015/0352</p> <p>Type of Project: Wind Turbine</p> <p>Application Date: 2015-04-20</p> <p>Planning Stage: Detail Plans Granted</p> <p>Project Details: Scheme comprises Full: installation of a wind turbine with blade tip height of 48.01m and hub height of 30.5m at grid ref: E: 309298; N:315667 together with control box, formation of access track and associated works</p> <p>Approximate Grid Reference: 309449, 315006</p>

This information is derived from planning data supplied by Glenigan, in some cases with further accuracy applied by Groundsure's experts. This search includes planning applications for single wind turbines only, within 5,000m of the property. This data is updated on a quarterly basis.

If the existence of a planning application, passed or refused, may have a material impact with regard to the decision to purchase the property, Groundsure recommends independent, thorough enquiries are made with the Local Authority. If any applications have been identified within this report, Groundsure have included the planning reference to enable further enquiries to be made.

## Proposed solar installations

There is a planning permission application relating to a solar farm or smaller installation near to the property.

Please note this will not include small domestic solar installations and that one site may have multiple applications for different aspects of their design and operation. Also note that the presence of an application for planning permission is not an indication of permission having been granted. Please be aware that as the identified records are taken from a planning record archive, the proposals identified may have already been undertaken. See below for details of the proposals.

ID	Distance	Direction	Address	Details
1	2-3 km	SW	Dolgead Hall Caravan and Lodge Park, Llanfair, Caereinion, Welshpool, Powys, SY21 0HT	<p>Applicant name: Mr Phillip Pryce</p> <p>Application Status: -</p> <p>Application Date: 21/10/2014</p> <p>Application Number: P/2014/1084</p>

The data is sourced from public registers of planning information and is updated every two weeks.

## Energy / Energy infrastructure



**Site Outline**

Search buffers in metres (m)

- Power stations
- Nuclear sites
- Gas sites
- Electricity substations
- Energy development projects
- Gas pipelines
- Electricity Lines
- Electricity Cable
- Electricity transmission lines and pylons

## Large Energy Projects

Large scale energy generation or transmission infrastructure has been proposed on or near to the property. Plans have been submitted to the Planning Inspectorate (formerly known as the Infrastructure Planning Commission). See below for details of what is proposed.

Distance	Direction	Details	Summary
107 m	S	Operator: National Grid Site Name: Mid Wales Electricity Connection (N Grid) Stage: Pre application	Construction of a new 400 kV electricity connection between Shropshire and Powys

The information for this search is taken from a range of publicly available datasets. If the existence of a large scale infrastructure project may have a material impact with regard to the decision to purchase the property, Groundsure recommends making independent, thorough enquiries, starting with the National Infrastructure Planning website - <https://infrastructure.planninginspectorate.gov.uk/projects/>.

## Transportation summary



### HS2

No results for Phase 1 or Phase 2 of the HS2 project (including the 2016 amendments) have been identified within 5km of the property. However, HS2 routes are still under consultation and exact alignments may change in the future.

Visual assessments are only provided by Groundsure if the property is within 2km of Phase 1 and 2a. Other assessments may be available from HS2.

<b>HS2 Route</b>	Not identified
<b>HS2 Safeguarding</b>	Not identified
<b>HS2 Stations</b>	Not identified
<b>HS2 Depots</b>	Not identified
<b>HS2 Noise</b>	Not assessed
<b>HS2 Visual impact</b>	Not assessed



### Crossrail

The property is not within 250 metres of either the Crossrail 1 or Crossrail 2 project.

<b>Crossrail 1 Route</b>	Not identified
<b>Crossrail 1 Stations</b>	Not identified
<b>Crossrail 1 Worksites</b>	Not identified
<b>Crossrail 2 Route</b>	Not identified
<b>Crossrail 2 Stations</b>	Not identified
<b>Crossrail 2 Worksites</b>	Not identified
<b>Crossrail 2 Safeguarding</b>	Not identified
<b>Crossrail 2 Headhouse</b>	Not identified



### Other Railways

The property is not within 250 metres of any active or former railways, subway lines, DLR lines, subway stations or railway stations.

<b>Active Railways and Tunnels</b>	Not identified
<b>Historical Railways and Tunnels</b>	Not identified
<b>Railway and Tube Stations</b>	Not identified
<b>Underground</b>	Not identified



## Planning summary



### Planning Applications

Using Local Authority planning information supplied and processed by Glenigan dating back 10 years, this information is designed to help you understand possible changes to the area around the property. Please note that even successful applications may not have been constructed and new applications for a site can be made if a previous one has failed. We advise that you use this information in conjunction with a visit to the property and seek further expert advice if you are concerned or considering development yourself.

0

#### Large Developments

searched to 750m

1

#### Small Developments

searched to 500m

Please see **page 16** for details of the proposed developments.

0

#### House extensions or new builds

searched to 250m

Please note the links for planning records were extracted at the time the application was submitted therefore some links may no longer work. In these cases, the application details can be found by entering the application reference manually into the Authority's planning website.

In order to understand this planning data better together with its limitations you should read the full detailed limitations on **page 22**.



### Planning constraints

No protected areas have been identified within 50 metres of the property. Protected areas include nature reserves and other conservation areas.

**Environmental Protected Areas** Not identified  
**Visual and Cultural Protected Areas** Not identified



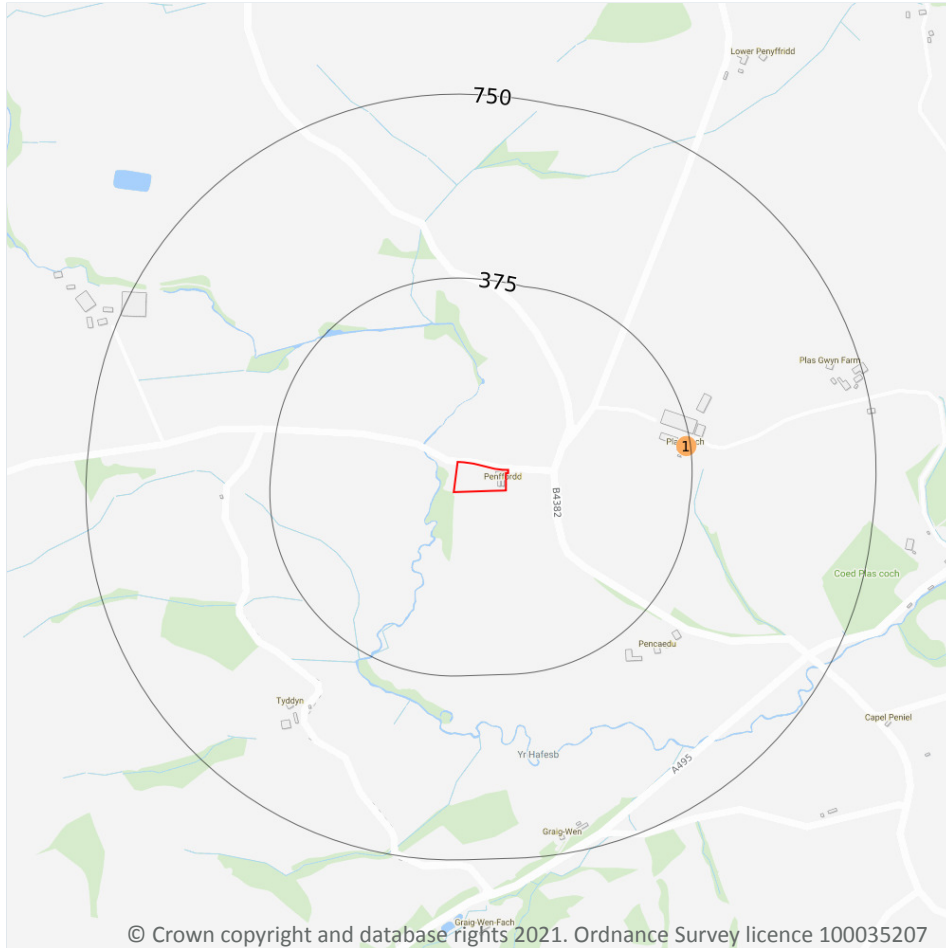
### Telecoms

There are no mobile masts, mobile phone base stations or planning applications for mobile masts identified within 250 metres of the property.

**Mobile phone masts**

Not identified

## Planning Applications



**— Site Outline**

Search buffers in metres (m)

- Grouped applications and/or mobile mast records
- Mobile mast planning records
- OFCOM Sitefinder mobile masts
- Large Project planning application
- Large Project planning application (polygon)
- Small Project planning application
- Small Project planning application (polygon)
- House Extension planning application

### Small projects searched to 500m

1 small development within 500m from the property has been submitted for planning permission during the last ten years. Small developments are considered to be residential builds of 3-9 houses or other developments with a project value of less than £250,000. Please see below for details of the proposed developments.

ID	Details	Description	Online record
ID: 1 Distance: 365 m Direction: E	Application reference: 21/1551/AGR Application date: 25/08/2021 Council: Powys Accuracy: Proximity	Address: Plascoch, Dolanog, Welshpool, Powys, SY21 OLA Project: Agricultural Building Last known status: Planning approval is not required.	<a href="#">Link</a>



## Datasets searched

This is a full list of the data searched in this report. If we have found results of note we will state "Identified". If no results of note are found, we will state "Not identified". Our intelligent filtering will hide "Not identified" sections to speed up your workflow.

Contaminated Land		Contaminated Land	
Former industrial land use (1:10,560 and 1:10,000 scale)	Not identified	Dangerous industrial substances (D.S.I. List 2)	Not identified
Former tanks	Not identified	Pollution incidents	Not identified
Former energy features	Not identified	<b>Flooding</b>	
Former petrol stations	Not identified	Risk of flooding from rivers and the sea	Not identified
Former garages	Not identified	Flood storage areas: part of floodplain	Not identified
Former military land	Not identified	Historical flood areas	Not identified
Former landfill (from Local Authority and historical mapping records)	Not identified	Areas benefiting from flood defences	Not identified
Waste site no longer in use	Not identified	Flood defences	Not identified
Active or recent landfill	Not identified	Proposed flood defences	Not identified
Former landfill (from Environment Agency Records)	Not identified	Surface water flood risk	Not identified
Active or recent licensed waste sites	Not identified	Groundwater flooding	Not identified
Recent industrial land uses	Not identified	<b>Natural ground subsidence</b>	
Current or recent petrol stations	Not identified	Natural ground subsidence	Not identified
Hazardous substance storage/usage	Not identified	Natural geological cavities	Not identified
Sites designated as Contaminated Land	Not identified	<b>Non-natural ground subsidence</b>	
Historical licensed industrial activities	Not identified	Coal mining	Not identified
Current or recent licensed industrial activities	Not identified	Non-coal mining	Not identified
Local Authority licensed pollutant release	Not identified	Mining cavities	Not identified
Pollutant release to surface waters	Not identified	Infilled land	Not identified
Pollutant release to public sewer	Not identified	<b>Radon</b>	
Dangerous industrial substances (D.S.I. List 1)	Not identified	<b>Radon</b>	<b>Identified</b>

## Oil and gas

Oil or gas drilling well	Not identified
Proposed oil or gas drilling well	Not identified
Licensed blocks	Not identified
Potential future exploration areas	Not identified

## Wind and solar

**Wind farms** **Identified**

**Proposed wind farms** **Identified**

**Proposed wind turbines** **Identified**

Existing and agreed solar installations Not identified

**Proposed solar installations** **Identified**

## Energy

Electricity transmission lines and pylons Not identified

National Grid energy infrastructure Not identified

Power stations Not identified

Nuclear installations Not identified

**Large Energy Projects** **Identified**

## Transportation

HS2 route: nearest centre point of track Not identified

HS2 route: nearest overground section Not identified

HS2 surface safeguarding Not identified

HS2 subsurface safeguarding Not identified

HS2 Homeowner Payment Zone Not identified

HS2 Extended Homeowner Protection Zone Not identified

HS2 stations Not identified

HS2 depots Not identified

HS2 noise and visual assessment Not identified

## Transportation

Crossrail 1 route Not identified

Crossrail 1 stations Not identified

Crossrail 1 worksites Not identified

Crossrail 2 route Not identified

Crossrail 2 stations Not identified

Crossrail 2 worksites Not identified

Crossrail 2 headhouses Not identified

Crossrail 2 safeguarding area Not identified

Active railways Not identified

Railway tunnels Not identified

Active railway stations Not identified

Historical railway infrastructure Not identified

Abandoned railways Not identified

London Underground and DLR lines Not identified

London Underground and DLR stations Not identified

Underground Not identified

Underground stations Not identified

## Planning

Large projects searched to 750m Not identified

**Small projects searched to 500m** **Identified**

House extensions and small new builds searched to 250m Not identified

Mobile phone masts Not identified

Mobile phone masts planning records Not identified

## Planning constraints

Sites of Special Scientific Interest Not identified

Internationally important wetland sites (Ramsar Sites) Not identified

## Planning constraints

Special Areas of Conservation	Not identified
Special Protection Areas (for birds)	Not identified
National Nature Reserves	Not identified
Local Nature Reserves	Not identified
Designated Ancient Woodland	Not identified
Green Belt	Not identified
World Heritage Sites	Not identified
Areas of Outstanding Natural Beauty	Not identified
National Parks	Not identified
Conservation Areas	Not identified
Listed Buildings	Not identified
Certificates of Immunity from Listing	Not identified
Scheduled Monuments	Not identified
Registered Parks and Gardens	Not identified

## Contaminated land liability assessment methodology

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:

- historical land use (compiled from 1:10,000 and 1:10,560 maps)
- petrol stations, garages, energy features and tanks (compiled from 1:1,250 and 1:2,500 maps) – for selected areas.
- historic military / ordnance sites
- landfill and waste transfer/treatment or disposal sites (including scrap yards)
- current and recent industrial uses (as defined by PointX data)
- Catalyst petrol station
- Part A(1), Part A(2) and Part B Authorisations
- sites determined as Contaminated Land under Part 2A EPA 1990
- Planning Hazardous Substance Consents
- Environment Agency Recorded Pollution Incidents
- Dangerous Substances Inventory Releases (DSI)
- Red List Discharge Consent

The level of risk associated with the property is either Passed or Action Required. If the report result is Action Required 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.

### 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 report has been prepared with the assumption that the site is in residential use and that no significant (re)development is planned. The 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 1:2500 or 1:1250 scale maps are utilised all relevant and available map epochs to Groundsure are used. Additionally, this review does NOT include specific enquiries to the Local Authority who may hold additional information and it does NOT include a site visit/inspection. Your attention is drawn to the Terms and Conditions of Groundsure Limited under which this service is provided.

## Flood information

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

## Risk of flooding from rivers and the sea

This is an assessment of flood risk for England and Wales produced using local data and expertise, provided by Environment Agency. It shows the chance of flooding from rivers or the sea presented in categories taking account of flood defences and the condition those defences are in. The model uses local water level and flood defence data to model flood risk.

## Historic flood events

Over 86,000 events are recorded within this database. This data is used to understand where flooding has occurred in the past and provides details as available. Absence of a historic flood event for an area does not mean that the area has never flooded, but only that Environment Agency/Natural Resources Wales do not currently have records of flooding within the area. Equally, a record of a flood footprint in previous years does not mean that an area will flood again, and this information does not take account of flood management schemes and improved flood defences.

## Surface water flooding

Ambiental Risk Analytics surface water flood map identifies areas likely to flood following extreme rainfall events, i.e. land naturally vulnerable to surface water or "pluvial" flooding. This data set was produced by simulating 1 in 30 year, 1 in 100 year, 1 in 250 year and 1 in 1000 year rainfall events. Modern urban drainage systems are typically built to cope with rainfall events between 1 in 20 and 1 in 30 years, though older ones may even flood in a 1 in 5 year rainstorm event.

## Proposed flood defences

The data includes all Environment Agency/Natural Resources Wales's projects over £100K that will change or sustain the standards of flood defence in England and Wales over the next 5 years. It also includes the equivalent schemes for all Local Authority and Internal Drainage Boards.

## Flood storage areas

Flood Storage Areas may also act as flood defences. A flood storage area may also be referred to as a balancing reservoir, storage basin or balancing pond. Its purpose is to attenuate an incoming flood peak to a flow level that can be accepted by the downstream channel. It may also delay the timing of a flood peak so that its volume is discharged over a longer time interval. These areas are also referred to as Zone 3b or 'the functional floodplain' and has a 5% or greater chance of flooding in any given year, or is designed to flood in the event of an extreme (0.1%) flood or another probability which may be agreed between the Local Planning Authority and Environment Agency/Natural Resources Wales, including water conveyance routes. Development within Flood Storage Areas is severely restricted.

## Groundwater flooding

Groundwater flooding is flooding caused by unusually high groundwater levels. It occurs as excess water emerging at the ground surface or within underground structures such as basements. Groundwater flooding tends to be more persistent than surface water flooding, in some cases lasting for weeks or months, and it can result in significant damage to property. This risk assessment is based on a 5m Digital Terrain Model (DTM) and 1 in 100 year and 1 in 250 year return periods.

## Ambiental FloodScore™ insurance rating

The property has been rated as **Very Low** risk.

Ambiental's FloodScore™ risk rating gives an indicative assessment of the potential insurance risk classification from flooding, which can provide an indication of how likely it is that a property's policy will be ceded to Flood Re. The assessment is based on Ambiental's river, tidal and surface water flood data and other factors which some insurers may use in their assessment are not included.

Flood Re is a re-insurance scheme that makes flood cover more widely available and affordable as part of your residential property home insurance. Properties at higher risk of flooding may have the flood part of their policy ceded to Flood Re by their insurer. It is important to understand that Flood Re does not apply to all situations. Exclusions from Flood Re includes properties constructed after 1 January 2009; properties not within domestic Council Tax bands A to H (or equivalent); commercial properties, certain buy to let scenarios and buildings comprising four or more residential units. A full list of the exemptions can be found on the Flood Re website (<https://www.floodre.co.uk/can-flood-re-help-me/eligibility-criteria/>).

The Ambiental FloodScore™ insurance rating is classified into six different bandings:

**Very High** indicates a level of risk that may make it more likely that standard insurance premiums will be higher, or additional terms may apply to the provision of flood cover. There is a very high possibility that the cover for flooding at the property will be ceded into the Flood Re scheme, particularly if the property has flooded in the past.

**High** indicates a level of risk that may make it more likely that standard insurance premiums will be higher, or additional terms may apply to the provision of flood cover. There is a high possibility that the cover for flooding at the property will be ceded into the Flood Re scheme, particularly if the property has flooded in the past.

**Moderate-High** indicates a level of risk that may make it more likely that standard insurance premiums will be higher, or additional terms may apply to the provision of flood cover. There is a moderate possibility that the cover for flooding at the property will be ceded into the Flood Re scheme, particularly if the property has flooded in the past.

**Moderate** indicates a level of risk that may make it more likely that standard insurance premiums will be higher, or additional terms may apply to the provision of flood cover. There is a low possibility that the cover for flooding at the property will be ceded into the Flood Re scheme, unless the property has flooded in the past.

**Low** indicates a level of risk that is likely to mean standard cover and premiums are available for flood cover. There is a low possibility the cover for flooding at the property will be ceded into the Flood Re scheme, unless the property has flooded in the past.

**Very Low** indicates a level of flood risk that should not have any impact on the provision of flood cover for the property.

## Planning data limitations

The planning applications section of this report contains data provided under licence from Glenigan, who are widely recognised in the industry as the market leaders in the collection and distribution of planning information in the UK. Glenigan collects on average 4,000 planning applications per day. As such, neither Groundsure or Glenigan are able to check the accuracy of the information that has been submitted by the applicant. All application information is based on the information submitted at the time of application and due to the volumes and the automated processes involved it is not possible to undertake additional checks to confirm its accuracy. As with any dataset of this size and complexity there are limitations, which are highlighted below.

The planning section in our report is fully automated and Groundsure does not undertake visits to the Local Authority or manually search for planning records against other sources as this would be cost-prohibitive to most clients. With each report, Glenigan provides Groundsure with the location detail for each planning application, which is then published within our report. The method for deriving the location detail depends on the type of planning application.

The location of applications are represented in this report as single points for house extensions and small new builds, small developments and points or polygons for large developments. If an application associated with a small development is shown on the map as a polygon it is because it was once classified as a large development and has since been downgraded. The location of applications is derived from either the grid references provided by the applicant on the planning application form or by address finding software using the site address. If the application is represented by a point, it may not represent the nearest border of the development and may fall outside of the development boundary. If the application is represented by a polygon, we only map the outer extents of proposed developments. Some developments are comprised of multiple areas and in these cases we will show all polygons on the map but only label the one closest to the property. The information contained within this report should be used in conjunction with a visit to the relevant local authority's website to determine the exact location of the development, determine any possible distinctions within the development area, and how this may impact the subject property.

Groundsure has incorporated a dynamic search radius to ensure the most relevant data is presented. This variable search distance is based on House of Commons Library data which categorises areas according to the size of the settlement. Groundsure has distilled these into three core categories. These categories are mega urban, urban and rural and the following search distances apply:

- Mega urban: 250m for large developments, 75m for small developments and 50m for house extensions and small new builds
- Urban: 500m for large developments, 125m for small developments and 50m for house extensions and small new builds
- Rural: 750m for large development, 500m for small development and 250m for house extensions and small new builds

Please note, the search radius assigned to this property is detailed within the planning section of the report.

Due to differing methodologies adopted by Local Authorities, some planning applications identified as having been refused may have subsequently been granted on appeal without appearing as such within this report. As such, if any refused applications are identified within this report, or should the existence or absence of a planning application, consent or similar have a material impact with regard to the decision to purchase a property, the client or beneficiary should make independent thorough enquiries of the Local Authority. Groundsure has excluded certain records of the publicly available data from this report which may have created duplications of reference to the same application. This includes, but is not limited to, data relating to applications such as amendments or variations

of planning applications, discharge of conditions, or other associated applications. The report does not contain information on Lawful Development Certificates, Permitted Developments, Prior Approvals, Tree Preservation Orders, and other applications that are considered minor in terms of the level of construction. Additionally, an area of land may be identified for development within the local authority development plan, but for which no formal planning application exists. As such these are not included within the search.

Groundsure provides a web link to individual planning records in this report, but over time Local Authorities may have altered their website structure or record storage and so not all links may still be active. In the case of broken links, customers can use the planning application reference to search the Local Authority planning website manually. Due to data collection methods and processing time, there may be a period of up to 10 days between the application being published on the local authority website and appearing within the Groundsure report.

It is important to note the terms and conditions under which the report was sold, and in particular, whilst Groundsure makes every effort to ensure that data is sourced from reliable providers, it is unable to guarantee that the information is accurate, complete or up to date. Groundsure shall not be liable for any losses or damages incurred by the client or beneficiary, including but not limited to any losses or damages that arise as a result of any error, omission or inaccuracy in any part of the Groundsure Materials where such part is based on any Third Party Content or any reasonable interpretation of Third Party Content. We recommend checking the contents of the TA6 Property Information Form completed by the seller to determine if any planning applications were revealed. If they were not and you believe this should have been included we recommend discussing this with your conveyancer.

## Conservation Area data limitations

Please note the Conservation Area data is provided by Historic England and may be incomplete. We recommend reviewing your local search for confirmation.

## Underground data limitations

This database was created by Groundsure using publicly available open data and data from OpenStreetMap. The data is not provided by or endorsed by Transport for London (TfL) and minor differences between TfL's official data and Groundsure's data may occur in relation to the London Underground. Please note that the London Underground, Merseyrail, and Tyne and Wear Metro operate both underground and above ground.

## Subsidence data limitations

The natural ground subsidence assessment is based on the British Geological Survey's GeoSure data. GeoSure is a natural ground stability hazard susceptibility dataset, based on the characteristics of the underlying geology, rather than an assessment of risk. A hazard is defined as a potentially damaging event or phenomenon, whereas a risk is defined as the likelihood of the hazard impacting people, property or capital. The GeoSure dataset consists of six data layers for each type of natural ground subsidence hazard. These are shrink-swell clay, landslide, compressible ground, collapsible ground, dissolution of soluble rock and running sand. Each hazard is then provided with a rating on its potential to cause natural ground subsidence. This rating goes from A-E, with A being the lowest hazard, E being the highest. Groundsure represent full GeoSure data as either Negligible (ratings of A), Very Low (ratings of B), Low (C), Moderate (D) or High (E). Where GeoSure Basic is instead used, ratings are displayed as Negligible-Very Low (A or B ratings), Low (C) or Moderate-High (D or E). The GeoSure data only takes into account the geological characteristics at a site. It does not take into account any additional factors such as the characteristics of buildings, local vegetation including trees or seasonal changes in the soil moisture content which can be related to local factors such as rainfall and local drainage. These factors should be considered as part of a structural survey of the property carried out by a competent structural surveyor. For more information on the "typical safe distance" trees should be from a property please see this guide:

<https://www.abi.org.uk/globalassets/sitecore/files/documents/publications/public/migrated/home/protecting-your-home-from-subsidence-damage.pdf>

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- Compliance with the Conveyancing Information Executive Standards will be a condition within the Conveyancing Information Executive Member's Terms and Conditions.
- Conveyancing Information Executive Members will promote the benefits of and deliver the Search to the agreed standards and in the best interests of the customer and associated parties.

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

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- 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
- liaise, at your request, with anyone acting formally on your behalf

Complaints should be sent to:

Operations Director, Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: [info@groundsure.com](mailto:info@groundsure.com) If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: [admin@tpos.co.uk](mailto:admin@tpos.co.uk) We will co-operate fully with the Ombudsman during an investigation and comply with their final decision.

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## Data providers

Groundsure works with respected data providers to bring you the most relevant and accurate information in your Homebuyers report. To find out who they are and their areas of expertise see <https://www.groundsure.com/sources-reference>.





**Cyngor Sir POWYS County Council  
SIR DREFALDWYN / MONTGOMERYSHIRE**

**Town and Country Planning Act 1990**

**Application M2004 0347 for FULL Planning Permission**

**Jamie Richardson  
Bryn Allt  
Pontrobert  
Welshpool  
Powys  
SY21 6HT**

**Applicant: Mr G & Mrs V Herrin**

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

**Erection of 2 storey extension at Pen Ffordd, Dolanog, Welshpool.**

In accordance with the application and plan submitted to the Council on 29/03/2004 subject to the conditions specified hereunder:-

1. The development to which this permission relates must be begun not later than five years beginning with the date on which this permission is granted.
2. Unless agreed in writing with the local planning authority the development hereby permitted shall not be carried out otherwise than in complete accordance with the details of the drawings received 29/03/04.
3. All fenestration shall match that of the existing dwelling.
4. Details of the type, colour and texture of all external materials shall be submitted to and approved by the local planning authority prior to any work commencing.

**PLEASE NOTE : A Building Regulation application may be required before this development commences. If you have not already done so please contact the Building Control section at Neuadd Maldwyn, Severn Road, Welshpool SY21 7AS (tel. 01938 552828).**

Reasons

1. In compliance with section 91 of the 1990 Act.
2. For the avoidance of doubt and to safeguard the amenities of the area
3. To ensure a satisfactory standard of appearance of the development and the use of materials appropriate to the locality.
4. To enable the local planning authority to consider details of the proposal not covered by the present application.

The date on which this permission is granted is **24/05/2004**.



Gareth W. Thomas  
Head of Planning Services  
Pennaeth Gwasanaethau Cynllunio

## NOTES

1. If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, he/she may appeal to the National Assembly in accordance with Section 78 of the Town and Country Planning Act 1990 within 6 months of the date of this notice. Appeals must be made on a form obtainable from the Planning Inspectorate, Cathays Park, Cardiff CF10 3NQ. The National Assembly has power to allow a longer period for the giving of a notice of appeal but will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The National Assembly is not required to entertain an appeal if it appears that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements, to the provisions of the development order, and to any direction given under the order. It does not in practice refuse to entertain appeals solely because the decision of the local planning authority was based on a direction given by it.
2. If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the National Assembly, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the Council in which the land is situated, a purchase notice requiring that Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.
3. In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the National Assembly on appeal or on a reference of the application to it. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.
4. Failure to adhere to the details of the approved proposals for development contained in this application or to comply with any conditions or limitations subject to which this permission was granted will constitute a breach of planning control which may result in the local planning authority serving an enforcement notice requiring the breach to be remedied under Section 172 of the Town and Country Planning Act 1990.

## NODIADAU

1. Os yw'r ymgeisydd yn tybio iddo/iddi gael cam gan benderfyniad yr awdurdod cynllunio lleol i wrthod caniatâd neu gymeradwyo'r datblygiad arfaethedig, neu i roi caniatâd neu gymeradwyaeth yn ddarostyngedig i amodau, gall ef / hi apelio at Y Cynulliad Cenedlaethol yn unol ag Adran 78 o Ddeddf Cynllunio Gwlad a Thref 1990 o fewn 6 mis o ddyddiad y rhybudd hwn. Rhaid apelio ar ffurflen sydd ar gael gan yr Arolygwyr Cynllunio, Parc Cathays, Caerdydd, CF10 3NQ. Mae gan y Cynulliad Cenedlaethol bwerau i ymestyn y cyfnod ar gyfer rhoi rhybudd o apelio, ond fel arfer, ni fydd yn barod i ddefnyddio'r pŵer hwn oni bai bod yna amgylchiadau arbennig sy'n esgusodi'r oedi am roi rhybudd o apêl. Nid oes rhaid i'r Cynulliad Cenedlaethol ystyried apêl os yr ymddengys iddo na allai'r awdurdod cynllunio lleol fod wedi rhoi caniatâd cynllunio i'r hysbysebion, neu na ellid fod wedi rhoi caniatâd heblaw ei fod yn ddarostyngedig i'r amodau a osodwyd ganddynt, gan ystyried yr anghenion statudol, i ddarpariaethau'r gorchymyn datblygu, ac i unrhyw gyfarwyddyd a roddir dan y gorchymyn. Fel arfer, nid yw'n gwrthod ystyried apêl er i benderfyniad yr awdurdod cynllunio lleol fod wedi ei seilio ar gyfarwyddiadau a rhoddwyd ganddo ef.
2. Os y gwrthodir neu y rhoddir caniatâd i ddatblygu tir yn ddarostyngedig ar amodau, un ai gan yr awdurdod cynllunio lleol neu gan y Cynulliad Cenedlaethol, a bod perchennog y tir yn honni nad yw'r tir o ddefnydd llesol rhesymol fel ag y mae'n bodoli ar hyn o bryd ac ni ellir ei adfer yn dir a fyddai o ddefnydd llesol rhesymol trwy wneud gwaith datblygu sydd wedi neu a fyddai wedi ei ganiatau, medr gyflwyno rhybudd pryniant ar y Cyngor lle y mae'r tir wedi ei leoli, er mwyn prynu ei fudd yn y tir yn unol â'r darpariaethau yn Rhan VI Deddf Cynllunio Gwlad a Thref 1990.
3. Mewn amgylchiadau penodol, gellir gwneud cais am iawndal yn erbyn yr awdurdod cynllunio lleol, pan fo caniatâd wedi ei wrthod neu wedi ei roi yn ddarostyngedig i amodau gan y Cynulliad Cenedlaethol ar apêl neu wrth gyfeirio'r cais ymlaen ato. Mae'r amgylchiadau pan y telir iawndal wedi eu nodi yn Adran 114 Deddf Cynllunio Gwlad a Thref 1990.
4. Bydd methu cydymffurfio â manylion y cynigion a gymeradwywyd ar gyfer datblygu a gynhwyswyd yn y cais hwn neu fethu cydymffurfio ag unrhyw amodau neu gyfyngiadau yn rhwym wrth gyflwyno'r caniatâd hwn yn gyfystyr â thori rheolau cynllunio a all olygu bod yr awdurdod cynllunio lleol yn cyflwyno rhybudd gofodaeth yn gofyn i unioni'r tor o dan Adran 172 Deddf Cynllunio Gwlad a Thref 1990.



**MONTGOMERYSHIRE/SIR DREFALDWYN**

Council Offices  
Severn Road  
WELSHPOOL  
Powys SY21 7AS  
Tel/Ffon: 01938552828

Swyddfeydd y Cyngor  
Ffordd Hafren  
Y TRALLWNG  
Powys SY21 7AS  
Fax/Ffacs: 01938 551348

**CERTIFICATE OF  
COMPLETION**

The Building Act 1984  
The Building Regulations  
1985/2000

**Building Regulations  
Reference Number:**

BN/2004/0387

**Mr & Mrs Herrin  
Pen Ffordd  
Dolanog  
Welshpool  
Powys  
SY21 0LA**

---

**1. Details of work**

Description: **Extension**

---

**2. Location of building**

Address: Pen Ffordd, Dolanog.  
Postcode: SY21 0AL

---

**3. Deposit of particulars**

A Building Notice was deposited under the Building Regulations made under Section 1 (3) of the Building Act on : 06/07/2004

---

**4. Completion date**

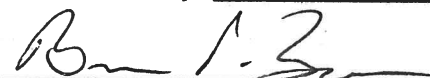
Date: 08/07/2008

---

**5. Compliance with the Building Regulations**

It is hereby certified that the building works described above have been inspected and so far as the authority has been able to ascertain the requirements of the Building Regulations are satisfied.

Name (authorised officer): **Brian P. Jones, Building Control Team Leader.**

Signature:  Date: **08/07/2008**

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improving your quality of life*

www.powys.gov.uk



**MONTGOMERYSHIRE/SIR DREFALDWYN**

Council Offices  
Severn Road  
WELSHPOOL  
Powys SY21 7AS  
Tel/Ffon: 01938552828

Swyddfeydd y Cyngor  
Ffordd Hafren  
Y TRALLWNG  
Powys SY21 7AS  
Fax/Ffacs: 01938 551348

**CERTIFICATE OF  
COMPLETION**

The Building Act 1984  
The Building Regulations  
1985/2000

**Building Regulations  
Reference Number:**

BN/2008/0738

**Mr & Mrs Herrin  
Pen Y Ffordd  
Dolanog  
Welshpool  
Powys  
SY21 0LA**

---

**1. Details of work**

Description: **Replacement windows**

---

**2. Location of building**

Address: Pen Y Ffordd, Dolanog.  
Postcode: SY21 0AL

---

**3. Deposit of particulars**

A Building Notice was deposited under the Building Regulations  
made under Section 1 (3) of the Building Act on : 03/07/2008

---

**4. Completion date**

Date: 08/07/2008

---

**5. Compliance with the Building Regulations**

It is hereby certified that the building works described above have been inspected  
and so far as the authority has been able to ascertain the requirements of the  
Building Regulations are satisfied.

Name (authorised officer): **Brian P. Jones, Building Control Team Leader.**

Signature:  Date: **08/07/2008**

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www.powys.gov.uk