

AUCTION PACK

- relating to -

**Individual Building Plot
Off Adelaide Drive
Welshpool
Powys
SY21 7RH**



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CONTRACT

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

For conveyancer's use only

Buyer's conveyancer:

Seller's conveyancer: Gilbert Davies

Law Society Formula:

The information above does not form part of the Contract

Date:

Seller: Ernest John Burns and Maureen Anne Burns of 12 Cafn Hawys,
Welshpool, SY21 7RH

Buyer:

Property (Freehold): Land at the back of 12 Cefn Hawys, Welshpool

Title number: WA49658

Specified incumbrances: All matters contained or referred to in the registers of the above Title
Number(s) excluding financial charges (other than rent charges) as
shown in the official copy register entries dated 20/02/2023 and timed
at 14:14:15 .

Title guarantee: Full

Completion date:

Contract rate: The Law Society Standard 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 'requisition' includes objection
- (k) 'transfer' includes conveyance and assignment
- (m) 'working day' means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.

1.1.2 In these conditions the terms 'absolute title' and 'official copies' have the special meanings given to them by the Land Registration Act 2002.

1.1.3 A party is ready, able and willing to complete:

- (a) if he could be, but for the default of the other party, and
- (b) in the case of the seller, even though the property remains subject to a mortgage, if the amount to be paid on completion enables the property to be transferred freed of all mortgages (except any to which the sale is expressly subject).

1.1.4 These conditions apply except as varied or excluded by the contract.

1.2 Joint parties

If there is more than one seller or more than one buyer, the obligations which they undertake can be enforced against them all jointly or against each individually.

1.3 Notices and documents

1.3.1 A notice required or authorised by the contract must be in writing.

1.3.2 Giving a notice or delivering a document to a party's conveyancer has the same effect as giving or delivering it to that party.

1.3.3 Where delivery of the original document is not essential, a notice or document is validly given or sent if it is sent:

- (a) by fax, or
- (b) by e-mail to an e-mail address for the intended recipient given in the contract

1.3.4 Subject to conditions 1.3.5 to 1.3.7, a notice is given and a document is delivered when it is received.

- 1.3.5 (a) A notice or document sent through a document exchange is received when it is available for collection.
- (b) A notice or document which is received after 4.00pm on a working day, or on a day which is not a working day, is to be treated as having been received on the next working day.
- (c) An automated response to a notice or document sent by e-mail that the intended recipient is out of the office is to be treated as proof that the notice or document was not received.

1.3.6 Condition 1.3.7 applies unless there is proof:

- (a) that a notice or document has not been received, or
- (b) of when it was received.

1.3.7 A notice or document sent by the following means is treated as having been received as follows:

- | | |
|----------------------------------|--|
| (a) by first-class post: | before 4.00pm on the second working day after posting |
| (b) by second-class post: | before 4.00pm on the third working day after posting |
| (c) through a document exchange: | before 4.00pm on the first working day after the day on which it would normally be available for collection by the addressee |
| (d) by fax: | one hour after despatch |
| (e) by e-mail: | before 4.00pm on the first working day after despatch. |

1.4 VAT

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

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

1.5 Assignment and sub-sales

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

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

1.6 Third party rights

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

2. FORMATION

2.1 Date

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

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

2.2 Deposit

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

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

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

2.2.4 The deposit is to be paid:

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

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

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

2.3 Auctions

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

2.3.2 The sale is subject to a reserve price.

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

2.3.4 The auctioneer may refuse any bid.

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

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

3. MATTERS AFFECTING THE PROPERTY

3.1 Freedom from incumbrances

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

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

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

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

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

3.2 Physical state

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

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

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

3.3 Leases affecting the property

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

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

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

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

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

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

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

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

4. TITLE AND TRANSFER

4.1 Proof of title

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

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

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

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

4.2 Requisitions

4.2.1 The buyer may not raise requisitions:

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

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

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

4.3 Timetable

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

<u>Step</u>	<u>Time Limit</u>
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:

<u>Step</u>	<u>Time Limit</u>
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**
As soon as the buyer has complied with all his obligations under this contract on completion the seller must hand over the documents of title.
- 6.5.2 Condition 6.5.1 does not apply to any documents of title relating to land being retained by the seller after completion.
- 6.6 **Rent receipts**
The buyer is to assume that whoever gave any receipt for a payment of rent or service charge which the seller produces was the person or the agent of the person then entitled to that rent or service charge.
- 6.7 **Means of payment**
The buyer is to pay the money due on completion by a direct transfer of cleared funds from an account held in the name of a conveyancer at a clearing bank and, if appropriate, an unconditional release of a deposit held by a stakeholder.
- 6.8 **Notice to complete**
- 6.8.1 At any time after the time applicable under condition 6.1.2 on completion date, a party who is ready, able and willing to complete may give the other a notice to complete.
- 6.8.2 The parties are to complete the contract within ten working days of giving a notice to complete, excluding the day on which the notice is given. For this purpose, time is of the essence of the contract.
- 6.8.3 On receipt of a notice to complete:
- if the buyer paid no deposit, he is forthwith to pay a deposit of 10 per cent
 - if the buyer paid a deposit of less than 10 per cent, he is forthwith to pay a further deposit equal to the balance of that 10 per cent.
7. **REMEDIES**
- 7.1 **Errors and omissions**
- 7.1.1 If any plan or statement in the contract, or in the negotiations leading to it, is or was misleading or inaccurate due to an error or omission by the seller, the remedies available to the buyer are as follows:
- When there is a material difference between the description or value of the property, or of any of the contents included in the contract, as represented and as it is, the buyer is entitled to damages.
 - An error or omission only entitles the buyer to rescind the contract:
 - where it results from fraud or recklessness, or
 - where he would be obliged, to his prejudice, to accept property differing substantially (in quantity, quality or tenure) from what the error or omission had led him to expect.
- 7.1.2 If either party rescinds the contract:
- unless the rescission is a result of the buyer's breach of contract the deposit is to be repaid to the buyer with accrued interest
 - the buyer is to return any documents he received from the seller and is to cancel any registration of the contract.
- 7.2 **Late completion**
- 7.2.1 If there is default by either or both of the parties in performing their obligations under the contract and completion is delayed, the party whose total period of default is the greater is to pay compensation to the other party.
- 7.2.2 Compensation is calculated at the contract rate on an amount equal to the purchase price, less (where the buyer is the paying party) any deposit paid, for the period by which the paying party's default exceeds that of the receiving party, or, if shorter, the period between completion date and actual completion.
- 7.2.3 Any claim for loss resulting from delayed completion is to be reduced by any compensation paid under this contract.
- 7.2.4 Where the buyer holds the property as tenant of the seller and completion is delayed, the seller may give notice to the buyer, before the date of actual completion, that he intends to take the net income from the property until completion. If he does so, he cannot claim compensation under condition 7.2.1 as well.
- 7.3 **After completion**
Completion does not cancel liability to perform any outstanding obligation under this contract.
- 7.4 **Buyer's failure to comply with notice to complete**
- 7.4.1 If the buyer fails to complete in accordance with a notice to complete, the following terms apply.
- 7.4.2 The seller may rescind the contract, and if he does so:
- he may:
 - forfeit and keep any deposit and accrued interest
 - resell the property and any contents included in the contract
 - claim damages
 - the buyer is to return any documents he received from the seller and is to cancel any registration of the contract.
- 7.4.3 The seller retains his other rights and remedies.
- 7.5 **Seller's failure to comply with notice to complete**
- 7.5.1 If the seller fails to complete in accordance with a notice to complete, the following terms apply.
- 7.5.2 The buyer may rescind the contract, and if he does so:
- the deposit is to be repaid to the buyer with accrued interest
 - the buyer is to return any documents he received from the seller and is, at the seller's expense, to cancel any registration of the contract.
- 7.5.3 The buyer retains his other rights and remedies.
8. **LEASEHOLD PROPERTY**
- 8.1 **Existing leases**
- 8.1.1 The following provisions apply to a sale of leasehold land.
- 8.1.2 The seller having provided the buyer with copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.
- 8.2 **New leases**
- 8.2.1 The following provisions apply to a contract to grant a new lease.
- 8.2.2 The conditions apply so that:
'seller' means the proposed landlord
'buyer' means the proposed tenant
'purchase price' means the premium to be paid on the grant of a lease.
- 8.2.3 The lease is to be in the form of the draft attached to the contract.
- 8.2.4 If the term of the new lease will exceed seven years, the seller is to deduce a title which will enable the buyer to register the lease at the Land Registry with an absolute title.
- 8.2.5 The seller is to engross the lease and a counterpart of it and is to send the counterpart to the buyer at least five working days before completion date.
- 8.2.6 The buyer is to execute the counterpart and deliver it to the seller on completion.
- 8.3 **Consent**
- 8.3.1 (a) The following provisions apply if a consent to let, assign or sub-let is required to complete the contract
(b) In this condition 'consent' means consent in the form which satisfies the requirement to obtain it.
- 8.3.2 (a) The seller is to apply for the consent at his expense, and to use all reasonable efforts to obtain it
(b) The buyer is to provide all information and references reasonably required.
- 8.3.3 Unless he is in breach of his obligation under condition 8.3.2, either party may rescind the contract by notice to the other party if three working days before completion date (or before a later date on which the parties have agreed to complete the contract):
- the consent has not been given, or
 - the consent has been given subject to a condition to which a party reasonably objects. In that case, neither party is to be treated as in breach of contract and condition 7.1.2 applies.
9. **CONTENTS**
- 9.1 The following provisions apply to any contents which are included in the contract, whether or not a separate price is to be paid for them.
- 9.2 The contract takes effect as a contract for sale of goods.
- 9.3 The buyer takes the contents in the physical state they are in at the date of the contract.
- 9.4 Ownership of the contents passes to the buyer on actual completion.

SPECIAL CONDITIONS

1. (a) This contract incorporates the Standard Conditions of Sale (Fifth Edition - 2018 Revision).
(b) The terms used in this contract have the same meaning when used in the Conditions.
2. Subject to the terms of this contract and to the Standard Conditions of Sale, the seller is to transfer the property with either full title guarantee or limited title guarantee, as specified on the front page.
3. (a) The sale includes those contents which are indicated on the attached list as included in the sale and the buyer is to pay the contents price for them.
(b) The sale excludes those fixtures which are at the property and are indicated on the attached list as excluded from the sale.
4. The property is sold with vacant possession
5. Conditions 6.1.2 and 6.1.3 shall take effect as if the time specified in them were rather than 2.00 pm

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 Transfer to the Buyer shall contain a covenant on the part of the Buyer to observe and perform the restrictive covenants contained at entries number 1 and 2 of the Charges Register of the Title and to indemnify the Transferor against any future breach, non-observance or non-performance of the same
9. The Buyer shall pay on the Completion Date to the Seller's Solicitors the additional sum of £401.30 in respect of the costs of searches included in the Auction Pack.
10. On the Completion Date the Buyer shall pay to Harry Ray & Co the sum of £_____ representing the buyer's premium of 1% plus VAT of the Purchase Price

Notices may be sent to:

Seller's Conveyancer's name: Gilbert Davies

Email address:*

Buyer's Conveyancer's name:

Email 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
WA49658

Edition date / Dyddiad yr
argraffiad 09.05.2014

- This official copy shows the entries on the register of title on 20 FEB 2023 at 14:14:15.
- 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 20 Feb 2023.
- 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 20 CHWEFROR 2023 am 14:14:15.
- 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 20 Chwefror 2023.
- 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 EF 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 (19.04.1973) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land at the back of 12 Cefn Hawys, Welshpool.
- 2 The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 24 March 1976 referred to in the Charges Register.
- 3 The Transfer dated 24 March 1976 referred to above contains provisions as to light or air and boundary structures.

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 number / Rhif teitl WA49658

Title absolute/Teitl llwyr

- 1 (14.06.1976) PROPRIETOR: ERNEST JOHN BURNS and MAUREEN ANNE BURNS his wife, of 12 Cefn Hawys, Red Bank, Welshpool, Powys.

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 A Conveyance of the land in this title and other land dated 30 March 1973 made between (1) The Mayor Aldermen and Burgesses of The Borough of Welshpool (Council) and (2) Whelmar (North Wales) Limited (Company) contains the following covenants:-

The Company with intent and so as to bind (so far as practicable) the land hereby conveyed unto whosoever hands the same may come and to benefit and protect the adjoining Burgess lands of the Council at Red Bank aforesaid or any part thereof (But so that the benefit thereof shall pass from the Council only to any successor as local authority of the Council in accordance with statute or regulation made thereunder in respect of the said adjoining lands or to such successors in title thereof or any part thereof to whom the Council or such local authority successor shall expressly assign such benefit And not so as to render the Company Personally liable for any breach of covenant committed after it has parted with all interest in that part of the land hereby conveyed in respect of which such breach occurs) HEREBY COVENANTS with the Council that the Company and its successors in title shall at all times hereafter observe and perform the restrictions following namely:-

(1) that the land hereby conveyed or any part thereof shall not be used except for residential purposes including any ancillary roads play space or spaces and facilities for statutory undertakers in connection therewith.

(2) no residence shall be constructed without a private garage or garages thereof.

(3) no prefabricated garages shall be constructed.

- 2 A Transfer of the land in this title dated 24 March 1976 made between (1) Whelmar (North Wales) Limited and (2) Ernest John Burns and Maureen Anne Burns contains restrictive covenants.

NOTE: Original filed.

End of register / Diwedd y gofrestr

These are the notes referred to on the following official copy

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

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

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

This official copy is issued on 20 February 2023 shows the state of this title plan on 20 February 2023 at 14:24:00. 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 EF.

Mae'r copi swyddogol hwn a gyhoeddir ar 20 Chwefror 2023 yn dangos sefyllfa'r cynllun teitl hwn ar 20 Chwefror 2023 am 14:24:00. 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 EF Swyddfa Cymru.

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

H.M. LAND REGISTRY

TITLE NUMBER

WA 49658

ORDNANCE SURVEY
PLAN REFERENCE

SJ 2208

SECTION A

Scale
1/1250 Enlarged from 1/2500

~~COUNTY POWYS~~

~~DISTRICT MONTGOMERY~~

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WELSHPOOL COMMUNITY

ADMINISTRATIVE AREA
POWYS

The boundaries shown by dotted lines have been plotted from the transfer plan and are subject to revision on survey after the erection of fences.



These are the notes referred to on the following official copy

Title Number WA49658

The electronic official copy of the document follows this message.

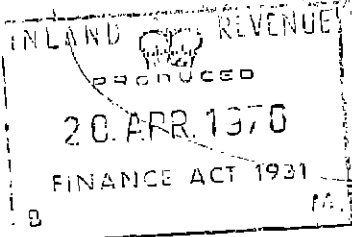
This copy may not be the same size as the original.

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

TRANSFER OF FREEHOLD LAND

(PART)

37



H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1971

WA 49658

County or County Borough:

Powys

Title Number

WA 21057

Property:

Land on the north east side of Red Bank, Welshpool, Montgomery.

1. 24th day of March 1970. In consideration of Two thousand two hundred & Fifty pounds (£ 2,250)

the receipt whereof is hereby acknowledged WHELMAR (NORTH WALES) LIMITED whose registered office is situate at The Broadway, Abergel, Denbighshire (hereinafter called "the Company") as Beneficial Owner HEREBY TRANSFERS to Ernest John Burns and Maureen Anne Burns his wife both of 12 Cefyn Hawys Redbank Welshpool (hereinafter called "the Transferee") the land shown edged red on the plan annexed hereto (being part of the land comprised in the Title above referred to) and Numbered Plot Together with the dwellinghouse and premises erected thereon or on some part thereof and intended to be Numbered

aforsaid Together with: -



SEQ206

- (a) Full right and liberty for the Registered Proprietor from time to time of the land hereby transferred his tenants servants and licencees (in common with all other persons having the like right) at all times hereafter and for all purposes of access to or egress from the land hereby transferred to go pass and re-pass with or without motor cars and other vehicles along over and upon the roads and on foot only along over and upon footpaths which are now or may within twenty one years from the date hereof be constructed on the Company's adjoining estate (which estate shall in this Transfer mean all the land now or formerly included in the Title above referred to)
 - (b) Full right of passage and running of water soil gas electricity and other services through all drains channels sewers pipes wires cables watercourses gutters and other conducting media in on or under or belonging to any other land included in the Company's adjoining estate and now used by the land hereby transferred
 - (c) The right at all reasonable times to enter upon the adjoining or adjacent land or premises included in the Company's adjoining estate for the purpose of executing such repairs cleansing or alteration to the land or premises hereby transferred and its appurtenances as shall be necessary the Transferee making good all damage caused thereby
2. THE property is transferred subject to: -
- (1) The rights (which so far as not already created are hereby reserved) of the Registered Proprietors from time to time of any other land included in the Company's adjoining estate or any of them to the free passage and running of water soil gas electricity and other services from and to such land through all drains channels sewers pipes wires cables watercourses gutters and other conducting media in on or under or belonging to the land hereby transferred
 - (2) The rights of the Registered Proprietors from time to time of the adjoining or adjacent land or premises included in the Company's adjoining estate at all reasonable times to enter upon the land hereby transferred for the purpose of executing such repairs cleansing or alteration to such adjoining or adjacent land or premises and its or their appurtenances as shall be necessary the persons entering making good all damage caused thereby



WA49658

* Rights to connect to such supplies of water, soil, gas, electricity and other services and to enter on the Company's property to repair the same, making good all damage so caused and in particular to connect to the storm water at Part "A" and the Foul Water at Part "B" on the annexed plan

- (3) The right of the Company and its tenants at any time hereafter to rebuild or alter any adjoining or neighbouring buildings or to alter the intended layout or design of the said adjoining buildings shown on the said plan according to such plans and in such manner as shall be approved of by the Company's Surveyor notwithstanding anything herein contained And notwithstanding any interference or diminution thereby occasioned to the access of light or air to the said land hereby transferred
3. THE Company hereby covenants with the Transferee and his successors in title that the Company will construct the carriageway and footpath upon which the land hereby transferred abuts to the specification of the Local Authority and will maintain and keep the same in good repair until taken over and adopted by the Local Authority as a highway maintainable at the public expense and will indemnify the Transferee from and against all costs charges and expenses in respect thereof
4. FOR the benefit and protection of all the unsold land comprised in the Company's adjoining estate or any parts thereof other than the land hereby transferred and so as to bind the plot of land hereby transferred into whosoever hands the same may come the Transferee hereby covenants with the Company and the owner or owners for the time being of the Company's estate (other than the land hereby transferred) that the Transferee and the persons deriving title under him will at all times hereafter observe and perform the covenants set out in the Schedule hereto but so that neither the Transferee nor the persons deriving title under him shall be liable for a breach of this covenant on or in respect of the said plot of land or any parts thereof after he or they shall have parted with all interest therein
5. IT IS HEREBY AGREED AND DECLARED as follows:—
- (a) The Transferee shall not by implication prescription or otherwise become entitled to any right of light or air which would restrict or interfere with the free use of adjoining or neighbouring land of the Company for building or other purposes
- (b) The Company reserves the right to modify waive or release all or any covenants stipulations or restrictions relating to any adjoining or neighbouring land now or hereafter belonging to the Company whether imposed or entered into before at the same time as or after the date hereof and the Company shall not in any way be bound by the general scheme or development of any of its adjoining land as may be shown on any plans at any time prepared by it in regard to its estate and it may from time to time alter such scheme of development in such manner as they think fit
- (c) The walls and fences separating the property hereby transferred from the adjoining properties on the Company's estate shall be party walls and fences
- (d) Where the context so admits the expressions "the Company" and "the Transferee" shall be deemed to include the successors in title of the Company and the Transferee respectively
- (e) Where there are two or more persons included in the expression "the Transferee" the covenants expressed to be made by the Transferee shall be deemed to be made by such persons jointly and severally
6. THE TRANSFEEEE HEREBY COVENANTS WITH THE COMPANY as follows:—
- (a) TO observe and perform the covenants and conditions referred to in the Charges Register of the title above referred to so are as the same relate to the land hereby transferred and are still subsisting and capable of being enforced and so far as aforesaid to indemnify and keep indemnified the Company and its successors in title against all actions proceedings costs claims and demands whatsoever in respect of the breach non observance or non performance of the same
- (b) AT all times hereafter to pay and contribute a rateable or due proportion of the expense of making repairing maintaining supporting rebuilding and cleansing all drains sewers pipes watercourses waterpipes cisterns gutters party walls party structures chimney stacks easements and appurtenances belonging to or used or capable of being used by the Transferee in common with the Company or its tenants or occupiers of the land near to or adjoining the land hereby transferred

7. THE net proceeds of sale and other moneys applicable as capital arising from the land hereby transferred and the net income therefrom until sale shall be held on trust for the Transferee as joint tenants at law and in equity
8. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds £ 15000

THE SCHEDULE before referred to.

1. NOT to use or permit the land hereby transferred or any part thereof to be used for any trade or business or for any illegal or immoral purposes ~~but to use the same as a private dwellinghouse only~~
2. NOT within a period of five years from the date hereof without the licence in writing of the Company first being obtained to build erect or place any additional building or erection on the land hereby transferred and not without such licence as aforesaid to make any alterations in the plan or elevations of the buildings now or hereafter to be erected and to pay to the Company the sum of Two Pounds for the issue of such licence
3. NOT at any time hereafter to erect or plant any wall fence or hedge along the boundaries of the land hereby transferred between the buildings erected thereon and the roadway fronting or otherwise bounding the property hereby transferred and to maintain at all times the land lying between the said buildings and the roadway as a drive way and lawn only
4. NOT to keep any poultry pigeons or pigs on the land hereby transferred or any part thereof

THE COMMON SEAL OF Whelmar (North Wales) Limited was hereunto affixed in the

presence of:

Director

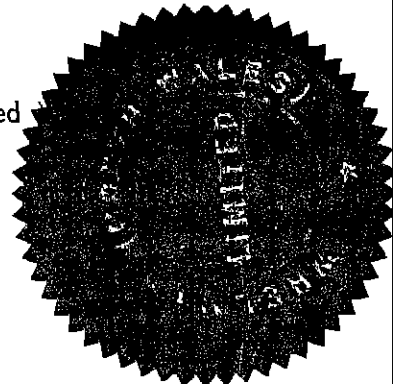
Secretary

SIGNED SEALED AND DELIVERED)

by the said

X

in the presence of:



[Handwritten signature]

Ronald Smith

[Handwritten signature]

M. J. Burns

[Handwritten signature]

*10 Cefn Hawys
Red Bank
Welshpool
Buck Office*

WA 49658

A. = Foul Water Manhole.

B. = Stormwater Manhole



DWG NO RSL/1. F

X

Devan

18.5m width footpath access to open space

Ronald Smith





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

Address of the property

BUILDING PLOT ADJ. 12 CEFN HAWYS
WELSHPOOL

Postcode

Full names of the seller

BURNS ERNEST JOHN BURNS
MAUREEN ANNE BURNS

Seller's solicitor

Name of solicitor's firm

GILBERT DAVIES

Address

18 SEVERN STREET
WELSHPOOL
POWYS
SY21 7AD

Email

louise.brennan@gilbert-davies.com

Reference number

NJ.14555

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

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

1.3 Is the seller aware of any boundary feature having been moved in the last 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

See attached letter dated 16.3.2023
to our solicitor

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-authorized>

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?

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.

The flood risk check can be found at: 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.

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 and 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

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?

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.)?

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

Date

Not known

Enclosed To follow

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

Yes No

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

Year

Not known

Enclosed To follow

Not available

Drainage and sewerage

Note: Further information about drainage and sewerage can be found at: www.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

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?

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

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

13. Connection to utilities and services

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

Mains electricity

Yes No

Provider's name

Location of meter

Mains gas

Yes No

Provider's name

Location of meter

Mains water

Yes No

Provider's name

Location of stopcock

Location of meter, if any

Mains sewerage

Yes No

Provider's name

Telephone

Yes No

Provider's name

Cable

Yes No

Provider's name

14. Transaction information

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

Yes No

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

Yes No

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:



Dated:

16/3/23

Signed:



Dated:

16/3/23

Each seller should sign this form.



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

145555.

12 Cefn Hawys

Red Bank

Welshpool

Powys

SY21 7RH

16/03/23

Re: Sale of building plot at the rear of 12 Cefn Hawys.

Dear Ms Jones,

Regarding the question referring to disputes. We did have a misunderstanding when a new occupant moved into 13 Adelaide drive which joins the end of our garden. Mrs Hopkins was under the impression the steps at the bottom of our garden were on her property and took down our fence without discussing it with us first. This took place during January 2018. The steps had in fact been in place for approximately thirty years at that time. The previous occupant grew to dislike the hedge we had planted with his approval. We agreed he could remove our hedge and replace it with one of his preference. Although the hedge was mature and well established she also disputed it's accuracy. She also had a problem believing we had actually bought the land until we provided proof.

The whole thing was eventually resolved over a cup of tea in our house. All has been okay since.

I have enclosed a copy of the letter I sent to Mrs Hopkins at the time as she refused verbal communication.

I hope this answers the question adequately.

Kindest regards



Maureen Burns

12 Cefn Hawys
Red Bank
Welshpool
Powys
SY21 7RH

30th January 2018

Regarding Boundary:

Thank you for returning our garden plan.


We have no intention of entering into a full-blown dispute about a small triangle of ground, so respectfully request that you detail where you consider your boundary to be. We will then erect a fence or hedge to protect our garden.

It has always been our intention to either build a house on this land or sell it to a property developer. When this happens this issue will be formally settled.

We have fruit trees, which have always attracted children and for this reason need some kind of security along our border. A desire for privacy was the reason your predecessor planted the hedge you recently removed, over 40 years ago. We erected the fence at the same time by mutual agreement with our neighbour and have experienced no issues since.

We will respect your wish of non-verbal communication but feel it unfortunate that you didn't feel able to call at our house and discuss any concerns you had personally. We are reasonable people and are disappointed to see that you have sawn off our fence without asking and have since refused to discuss it with us. We were very upset when you said that you would 'be our neighbour from hell' and hope that this can be resolved quickly and amicably.

Maureen and John Burns

A handwritten signature in black ink, appearing to read 'Maureen and John Burns', with a stylized initial 'M' and 'J'.



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

Application 22/1464/OUT for Outline Planning Permission

Gwynfor Humphreys & Co
Mr Gwynfor Humphreys
Ty Fedw
Abermule
Montgomery
SY15 6JW

Applicant: Mr & Mrs J & M Burns

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

Outline application for erection of detached dwelling, including access works (all other matters reserved) at Land Adj 12 Cefn Hawys, Welshpool, SY21 7RH,

In accordance with the application and plan submitted to the Council on 7th September 2022 subject to the conditions specified hereunder:-

1. Details of the appearance, landscaping, layout and scale, (hereinafter called "the reserved matters") shall be submitted to and approved in writing by the local planning authority before any development begins and the development shall be carried out as approved.
2. Any application for approval of the reserved matters shall be made to the local planning authority not later than three years from the date of this permission.
3. The development shall begin either before the expiration of five years from the date of this permission or before the expiration of two years from the date of approval of the last of the reserved matters to be approved, whichever is the later.
4. The development shall be carried out in accordance with the following approved

plans and documents; Land Adj 12 Cefn Hawys Location Plan 1:1250, 4956.01, 4956.02 & 4956.03

5. Prior to commencement of development, a detailed landscaping and compensation scheme shall be submitted to and approved in writing by the Local Planning Authority. The submitted landscaping scheme shall identify compensatory measures for hedgerow and shrubs removed to accommodate the development. The scheme shall include a scaled drawing and a written specification clearly describing the species, sizes, densities and planting numbers proposed as well as aftercare measures. Drawings must include accurate details of any existing trees and hedgerows to be retained with their location, species, size and position.
6. The approved scheme shall be implemented in the first planting and seeding season following the first beneficial use of the dwelling or the completion of the development (whichever is the sooner), and any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species. If any plants fail more than once they shall continue to be replaced on an annual basis until the end of the 5-year defects period. The approved details shall be implemented in full and maintained thereafter.
7. No external lighting shall be installed unless a detailed external lighting design scheme has been submitted to and approved in writing by the Local Planning Authority. The external lighting scheme shall identify measures to avoid impacts on nocturnal wildlife, including bats and otter, in accordance with the recommendations outlined in the BCT and ILP Guidance Note 8 Bats and Artificial Lighting (12th September 2018). The development shall be carried out in accordance with the approved details.
8. Prior to the commencement of the development, the type, locations and numbers of biodiversity enhancement measures shall be submitted to the Local Planning Authority.
9. Removal of all vegetation, including trees, shall take place between September and February inclusive to avoid impact to breeding birds.
10. The development hereby permitted should not commence until drainage plans for the disposal of foul and surface water flows have been submitted to and approved by the Local Planning Authority, and the scheme shall be implemented in accordance with the approved details before the development is first brought into use. This is to ensure that the development is provided with a satisfactory means of drainage as well as to reduce or exacerbate a flooding problem and to minimise the risk of pollution

11. All works and ancillary operations which are audible at the site boundary shall be carried out only between the following hours:
0800-1800 hrs Monday to Friday

0800-1300 hrs Saturday

At no time on Sundays and Bank Holidays

Deliveries to and removal of plant, equipment, machinery and waste from the site must also only take place within the permitted hours detailed above."

12. Before any other development is commenced the area of the access and parking to be used by vehicles is to be constructed to a minimum of 410mm depth, comprising a minimum of 250mm of sub-base material, 100mm of bituminous macadam base course material and 60mm of bituminous macadam binder course material as indicated on the approved plan No. 4956.01. Any use of alternative materials is to be agreed in writing by the Local Planning Authority prior to the access being constructed.

13. Prior to the occupation of the dwelling, provision shall be made within the curtilage of the site for the parking of (vehicles in accordance with the requirements of CSS Wales Parking Standards) not less than one car per bedroom. The parking areas, including any garage shall be retained for their designated use for as long as the development hereby permitted remains in existence.

14. The private drive/parking area as shown on the approved plan No. 4956.01 shall be metalled and surfaced in bituminous macadam, concrete or block pavements or (an alternative suitably bound material which is to be approved in writing by the LPA), prior to the occupation of the dwelling and retained as such for as long as the development remains in existence.

15. The gradient of the access/parking area shall be constructed so as not to exceed 1 in 20 measured from edge of the adjoining carriageway along the centre line of the access and shall be retained at this gradient for as long as the development remains in existence.

16. No surface water drainage from the site shall be allowed to discharge onto the county highway.

Reasons

1. To enable the Local Planning Authority to exercise proper control over the development in accordance with Section 92 of the Town and Country Planning Act 1990.
2. Required to be imposed by Section 92 of the Town and Country Planning Act 1990.
3. Required to be imposed by Section 92 of the Town and Country Planning Act

- 1990.
4. Required to be imposed by Section 92 of the Town and Country Planning Act 1990.
 5. To comply with Powys County Council's LDP Policies DM2 in relation to The Natural Environment and DM4 in relation to Landscape, and to meet the requirements of Planning Policy Wales (Edition 11, February 2021), TAN 5: Nature Conservation and Planning and Part1 Section 6 of the Environment (Wales) Act 2016.
 6. To comply with Powys County Council's LDP Policies DM2 in relation to The Natural Environment and DM4 in relation to Landscape, and to meet the requirements of Planning Policy Wales (Edition 11, February 2021), TAN 5: Nature Conservation and Planning and Part1 Section 6 of the Environment (Wales) Act 2016.
 7. To comply with Powys County Council's LDP Policies DM2 in relation to The Natural Environment and DM4 in relation to Landscape, and to meet the requirements of Planning Policy Wales (Edition 11, February 2021), TAN 5: Nature Conservation and Planning and Part1 Section 6 of the Environment (Wales) Act 2016.
 8. To comply with Powys County Council's LDP Policies DM2 in relation to The Natural Environment and DM4 in relation to Landscape, and to meet the requirements of Planning Policy Wales (Edition 11, February 2021), TAN 5: Nature Conservation and Planning and Part1 Section 6 of the Environment (Wales) Act 2016.
 9. To comply with Powys County Council's LDP Policies DM2 in relation to The Natural Environment and DM4 in relation to Landscape, and to meet the requirements of Planning Policy Wales (Edition 11, February 2021), TAN 5: Nature Conservation and Planning and Part1 Section 6 of the Environment (Wales) Act 2016.
 10. To ensure that the development is provided with a satisfactory means of drainage as well as to prevent or to avoid exacerbating any flooding issues and to minimise the risk of pollution
 11. To safeguard amenity in accordance with Policy DM13 of the Powys Local Development Plan (2018).
 12. In the interests of highway safety and in accordance with the provisions of Powys LDP Policy DM13 (Part 10).
 13. In the interests of highway safety and in accordance with the provisions of Powys LDP Policy DM13 (Part 10).
 14. In the interests of highway safety and in accordance with the provisions of Powys LDP Policy DM13 (Part 10).
 15. In the interests of highway safety and in accordance with the provisions of Powys LDP Policy DM13 (Part 10).
 16. In the interests of highway safety and in accordance with the provisions of Powys LDP Policy DM13 (Part 10).

Ecology Informative:

The following advice for the applicant is also considered appropriate

Birds - Wildlife and Countryside Act 1981 (as amended)

All nesting birds, their nests, eggs, and young are protected by law and it is an offence to:

- o intentionally kill, injure or take any wild bird
- o intentionally take, damage or destroy the nest of any wild bird whilst it is in use or being built
- o intentionally take or destroy the egg of any wild bird
- o intentionally (or recklessly in England and Wales) disturb any wild bird listed on Schedule 1 while it is nest building, or at a nest containing eggs or young, or disturb the dependent young on such a bird.

The maximum penalty that can be imposed - in respect of a single bird, nest or egg - is a fine of up to 5,000 pounds, six months imprisonment or both.

The applicant is therefore reminded that it is an offence under the Wildlife and Countryside Act 1981 (as amended) to remove or work on any hedge, tree or building where that work involves the taking, damaging or destruction of any nest of any wild bird while the nest is in use or being built (usually between late February and late August or late September in the case of swifts, swallows or house martins). If a nest is discovered while work is being undertaken, all work must stop, and advice sought from Natural Resources Wales and the Council's Ecologist.

The date on which this permission is **APPROVED** is 28th October 2022.



Gwilym Davies

Head of Property, Planning and Public Protection
Pennaeth Eiddo, Cynllunio a Gwarchod y Cyhoedd

Croeso i chi gysylltu â ni yn Gymraeg. Byddwn yn ymateb yn Gymraeg, heb oedi.

You are welcome to contact us in Welsh. We will respond in Welsh, without delay.

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. If the application is for householder development or minor commercial development you have 3 months to appeal, for any other applications or appeals against conditions you have 6 months to appeal. Appeals must be made on a form obtainable from the Planning and Environment Decisions Wales, 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.

Challenging the decision - Judicial Review

A Judicial Review is a legal review of a planning authority's decision to grant planning permission. The review happens in the High Court and looks at whether the decision made by the local planning authority was fair. The review process looks at the way that the decision was made – it does not consider the conclusion that was reached by the planning authority.

If you are considering going down the route of judicial review, please go to the following link for more detailed guidance; <https://www.gov.uk/guidance/administrative-court-bring-a-case-to-the-court>

Do seek legal advice before starting the judicial review process as you may have to pay costs if the review of the decision fails.

22/1464/OUT

IMPORTANT – Please read carefully the notes below

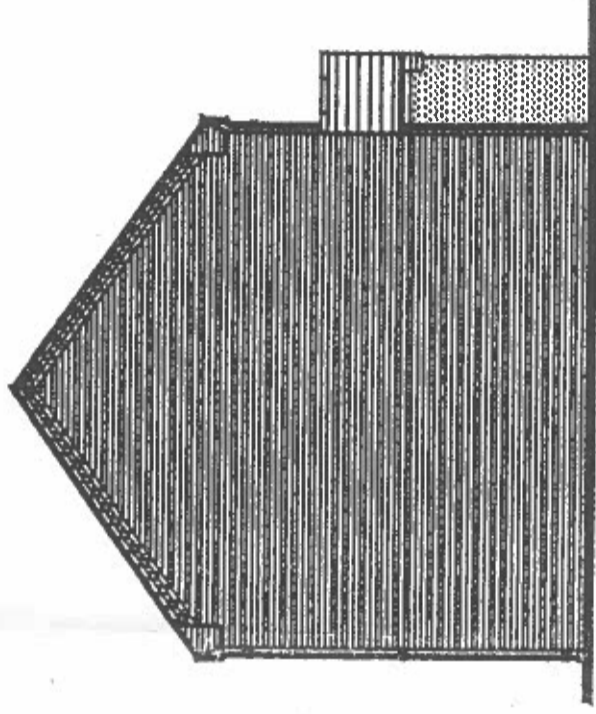
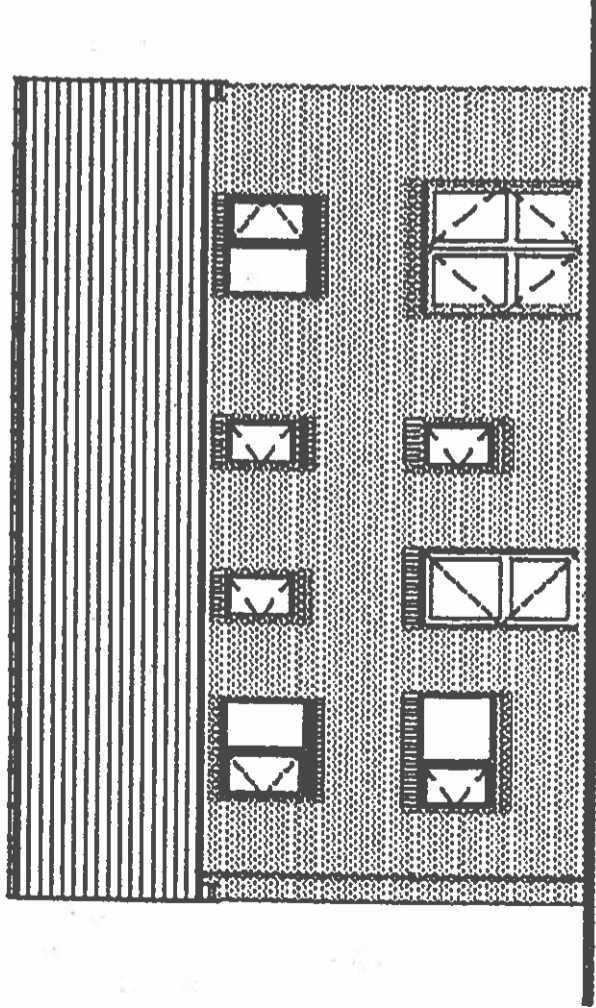
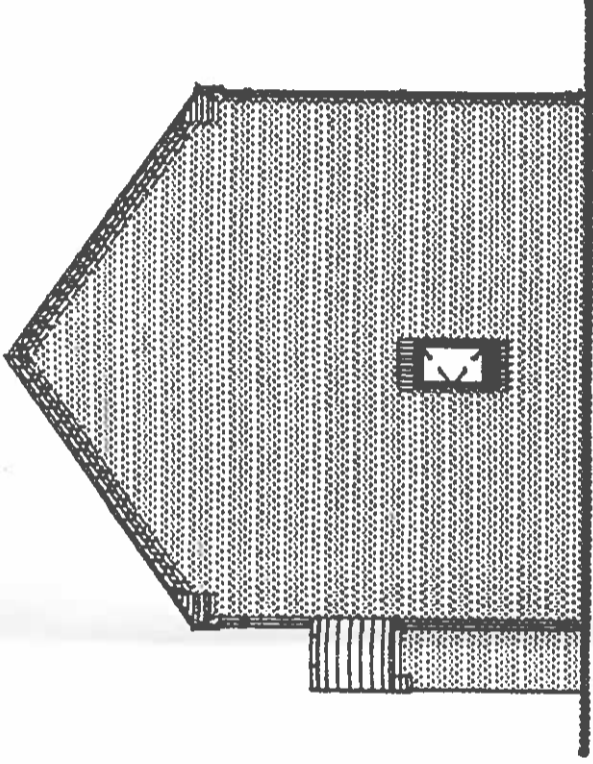
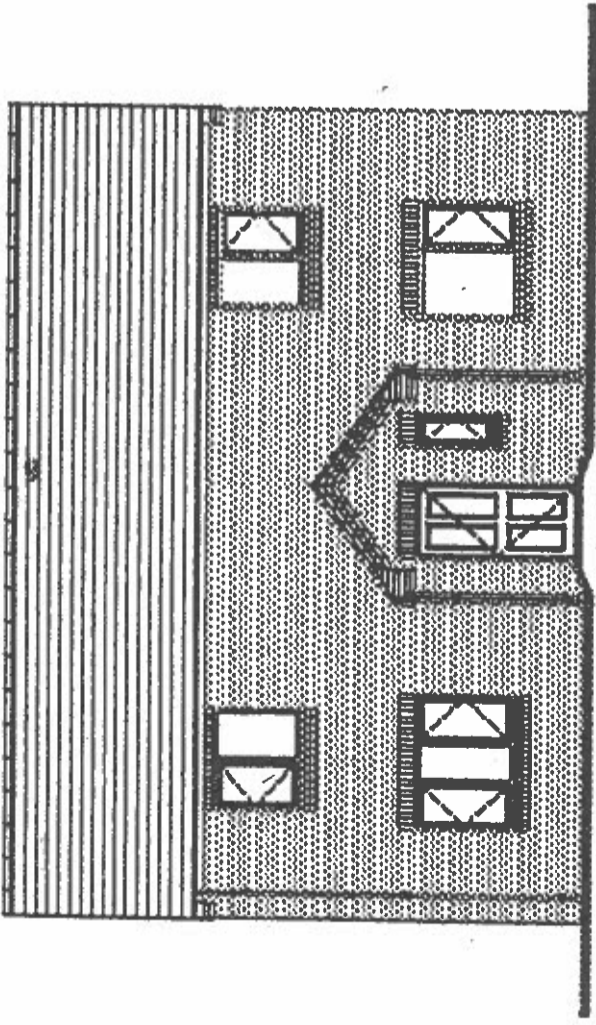
Failure to comply could make the development hereby permitted unauthorised.

This consent is granted in strict accordance with the approved plans:

- a) **ANY VARIATION** from the approved plans after commencement of the development, irrelevant as to the degree of variation, will be constituted as unauthorised development and may be liable to enforcement action.
- b) You or your agent or any other person responsible for implementing this permission should inform the Case Officer immediately of any proposed variation from the approved plans and you or they will be informed as to the best method to resolve the matter.

This consent is granted subject to conditions and it is the owner and the person responsible for the implementation of the development who will be fully responsible for their compliance throughout the development and beyond:

- a) If there is a condition that requires work to be carried out or matters to be approved prior to the commencement of the development this is called a "condition precedent".
- b) If a "condition precedent" is not complied with, the whole of the development will be unauthorised, you may be liable to enforcement action
- c) In addition if a condition precedent is breached, the development is unauthorised and the only way to rectify the breach is the submission of a new application.
- d) If any other type of condition is breached then you will be liable to a Breach of Condition Notice.



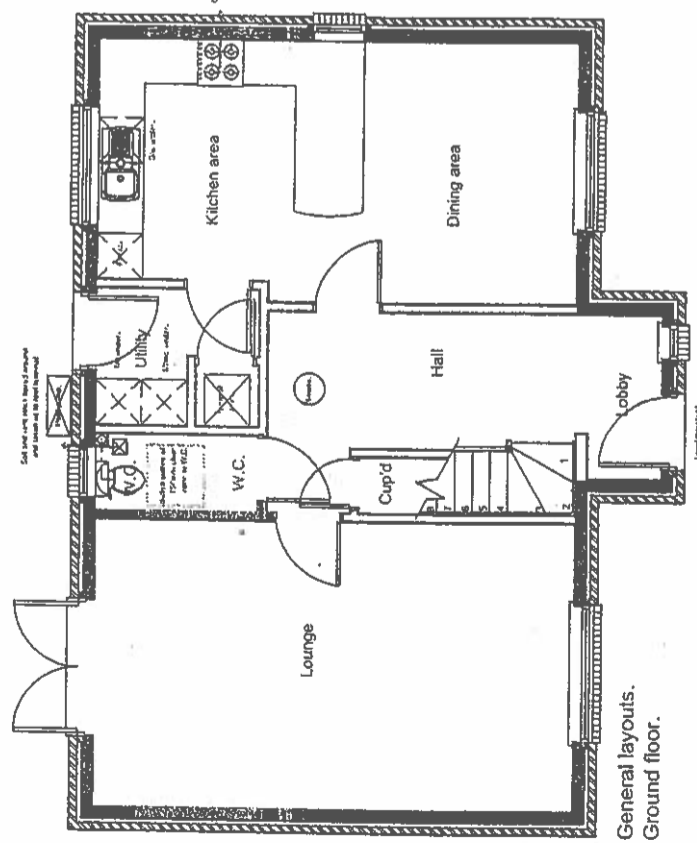
Indicative Elevations

Land Adjacent No 12 Cefn Hawys, Welshpool

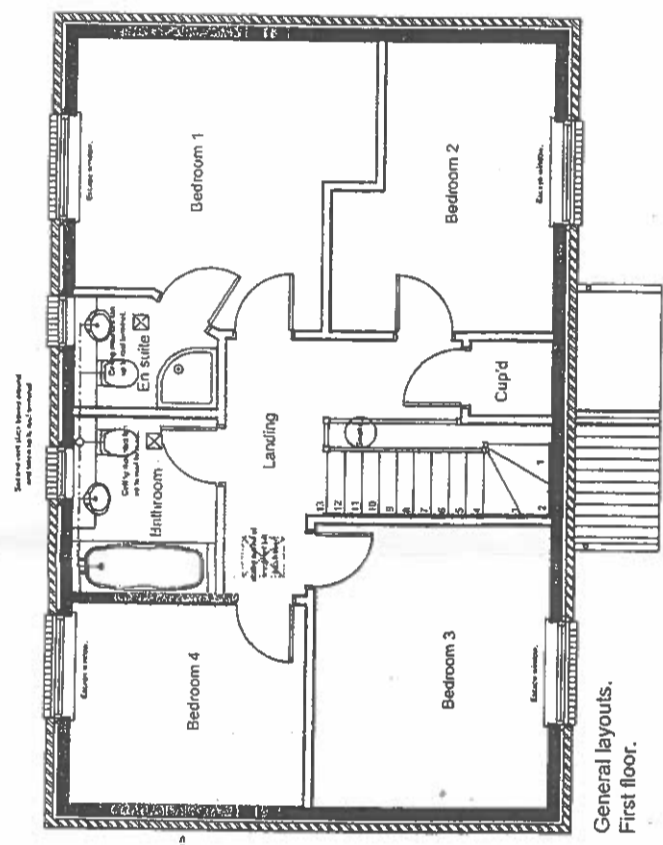
Scale 1:100 @ A3 Aug 2022 Plan No 4956.03

Do not scale from prints. Figured dimensions take precedence. The contractor is to check all dimensions before work commences and notify the contract administrator of any error or discrepancy.
* Ty Fedw, Abermule, Montgomery SY15 6JW * gwynforhumphreys@msn.com * 01938 554413

Gwynfor Humphreys & Co: Chartered Building Surveyor



General layouts.
Ground floor.



General layouts.
First floor.

Indicative Floor Plans

Land Adjacent No 12 Cefn Hawys, Welshpool

Scale 1:100 @ A3 Aug 2022 Plan No 4956.02

Do not scale from prints. Figured dimensions take precedence. The contractor is to check all dimensions before work commences and notify the contract administrator of any error or discrepancy.
 * Ty Fedw, Abermule, Montgomery SY15 6JW * gwynforhumphreys@msn.com * 01938 554413

Gwynfor Humphreys & Co: Chartered Building Surveyor

Walls - Brickwork
Roof - Slate

Bio diversity enhancement

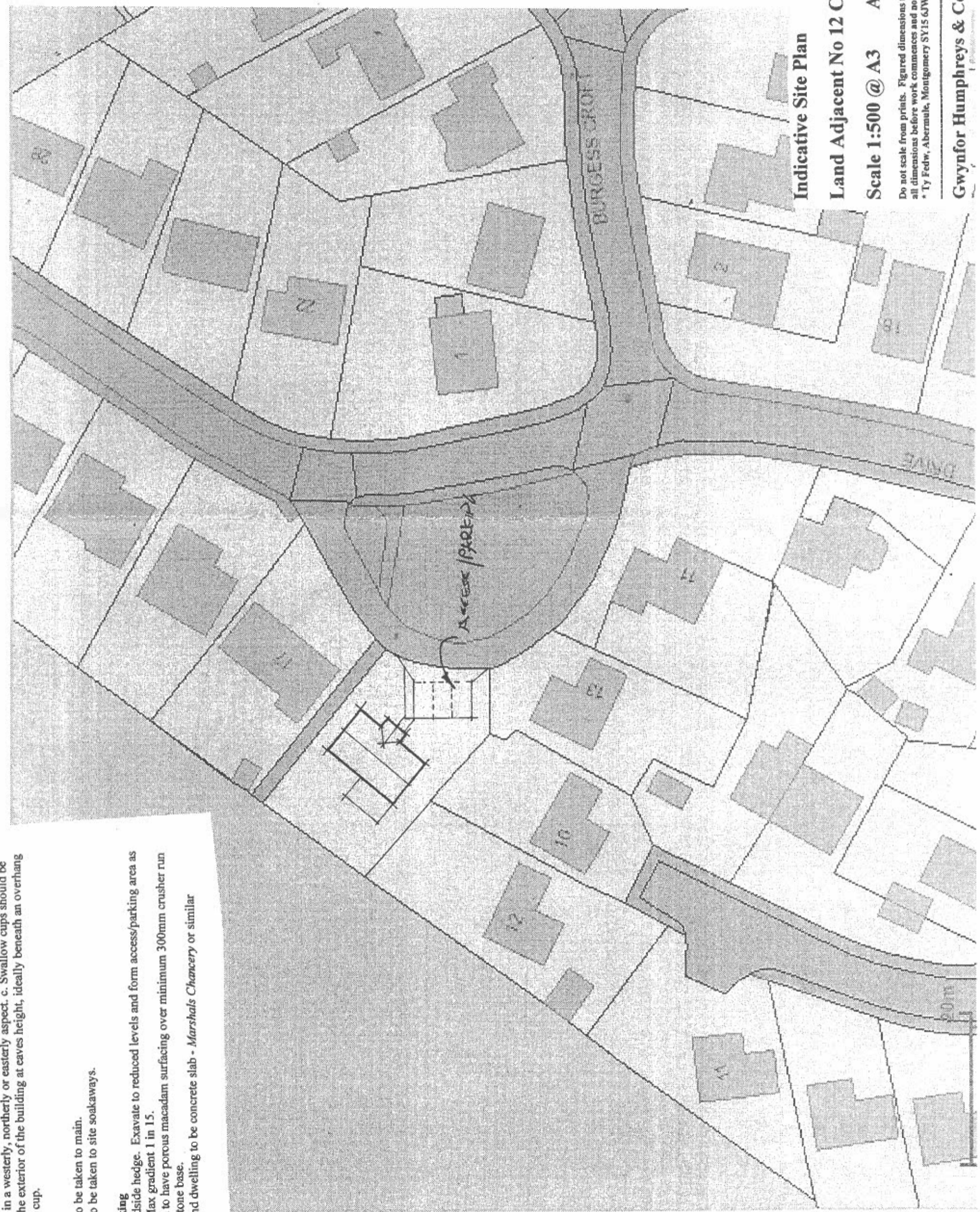
1 No Sparrow Terraces should be erected under the eaves of new building at a minimum height of 3m, in a westerly, northerly or easterly aspect.
1 No 26/32mm hole nest boxes (e.g. Schwegler 1b) should be installed at a minimum height of 3m in a westerly, northerly or easterly aspect. c. Swallow cups should be installed on the exterior of the building at eaves height, ideally beneath an overhang to shelter the cup.

Drainage

Foul drains to be taken to main.
Roof water to be taken to site soakaways.

Access/Parking

Remove roadside hedge. Excavate to reduced levels and form access/parking area as indicated. Max gradient 1 in 15.
Parking area to have porous macadam surfacing over minimum 300mm crusher run compacted stone base.
Paving around dwelling to be concrete slab - *Marshalls Chancery* or similar approved.



Indicative Site Plan

Land Adjacent No 12 Cefn Hawys, Welshpool

Scale 1:500 @ A3 Aug 2022 Plan No 4956.01

Do not scale from prints. Figured dimensions take precedence. The contractor is to check all dimensions before work commences and notify the contract administrator of any error or discrepancy.
* Ty Fedw, Abermule, Montgomery SY15 6JW * gwynforhumphreys@msn.com * 01938 554413

Gwynfor Humphreys & Co: Chartered Building Surveyor



DELEGATED DECISION

Powys County Council Constitution Schedule 13 Responsibility for Functions

Application Number: 22/1464/OUT

Grid Ref: E: 322360
N: 308231

Community Council: Welshpool Community

Valid Date: 07.09.2022

Case Officer: Luke Woosnam

Applicant: Mr & Mrs J & M Burns

Location: Land Adj 12 Cefn Hawys, Welshpool, SY21 7RH, ,

Proposal: Outline application for erection of detached dwelling, including access works (all other matters reserved)

Application Type: Outline planning

Consultee Responses

Consultee	Received
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Ward Councillor

No response received at the time of writing this report.

Community Council

No response received at the time of writing this report.

Environmental Protection

20th Sep 2022

As the foul drainage will be connected to the public sewer I have no objection to the application.

Given the close proximity of the residential dwellings I would recommend that a condition be attached to the restriction be attached to the hours of construction work. 8am-6pm Monday to Friday, 8am-1pm Saturday and no works on Sunday and Bank Holidays.

PCC-Ecologist

7th Oct 2022

No objection - subject to planning conditions and/or planning obligations

Policy background:

- o Planning Policy Wales, Edition 11, 2021
- o Technical Advice Note (TAN) 5
- o Powys Local Development Plan 2011 - 2026:
DM2 - The Natural Environment
DM4 - Landscape
DM7 - Dark Skies and External Lighting
- o Powys Supplementary Planning Guidance: Biodiversity and Geodiversity (2018)

Legislative background:

- o The Conservation of Habitats and Species Regulations 2017 (as amended)
- o Environment (Wales) Act 2016

Statutory sites within 500m:

- o Bron-y-Buckley Wood Site of Special Scientific Interest (SSSI) - approximately 225m from development

Non-statutory sites within 500m:

- o One or more Ancient Woodland (AW) sites are located within 500m of the development

Records of protected and/or priority species identified within 500m? Yes

Comments:

No ecological information has been submitted with the application; the following comments are based on review of the proposed plans and aerial images, as well as records of protected and priority species and designated sites within 500m of the proposed development.

The development appears to be located within part of the former garden of the adjacent dwelling/ The roadside coniferous hedgerow will be impacted to accommodate access and a few large garden shrubs/small trees will be lost within the development site. The hedge and trees/shrubs are likely to provide habitat for small breeding birds (including priority species) and mammals, such as hedgehog (priority species). It is recommended that existing hedgerows along the northeast and northwest are retained and consideration is given to a native landscaping scheme to ensure there will be no net biodiversity loss as a result of development.

It is therefore recommended that submission of a detailed landscaping scheme at the reserved matters stage is secured though an appropriately worded planning condition. Careful consideration will need to be given to any external lighting of the proposed

development. Measures will need to be identified to minimise impacts to nocturnal wildlife commuting or foraging in the local area or woodland. Any external lighting proposed will need to demonstrate compliance with the recommendations outlined in the BCT and ILP Guidance Note 8 Bats and Artificial Lighting (12th September 2018). Full details can be found at <https://theilp.org.uk/publication/guidance-note-8-bats-and-artificial-lighting/> It is, therefore, recommended that submission of a wildlife sensitive lighting scheme is secured through an appropriately worded planning condition.

Biodiversity enhancement:

The Indicative Site Plan identified inclusion of a sparrow terrace, a single hole-fronted next box and swallow nest cups within the new development. The measures are welcome and it is recommended that adherence to the identified enhancements within the final design is secured through an appropriately worded planning condition.

Subject to inclusion of the conditions below, would the development result in a significant negative effect on biodiversity? No

Conditions:

Should Development Management be minded to approve this application, inclusion of the following conditions is recommended

1. At the reserved matters stage, a detailed landscaping and compensation scheme shall be submitted to and approved in writing by the Local Planning Authority. The submitted landscaping scheme shall identify compensatory measures for hedgerow and shrubs removed to accommodate the development. The scheme shall include a scaled drawing and a written specification clearly describing the species, sizes, densities and planting numbers proposed as well as aftercare measures. Drawings must include accurate details of any existing trees and hedgerows to be retained with their location, species, size and position.
2. The approved scheme shall be implemented in the first planting and seeding season following the first beneficial use of the dwelling or the completion of the development (whichever is the sooner), and any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species. If any plants fail more than once they shall continue to be replaced on an annual basis until the end of the 5-year defects period. The approved details shall be implemented in full and maintained thereafter.
3. No external lighting shall be installed unless a detailed external lighting design scheme has been submitted to and approved in writing by the Local Planning Authority. The external lighting scheme shall identify measures to avoid impacts on nocturnal wildlife, including bats and otter, in accordance with the recommendations outlined in the BCT and ILP Guidance Note 8 Bats and Artificial Lighting (12th September 2018). The development shall be carried out in accordance with the approved details.
4. The type, locations and numbers of biodiversity enhancement measures identified on Indicative Site Plan, Plan no. 4956.01, shall be clearly shown on drawings submitted

for approval at the reserved matters stage.

Reason: To comply with Powys County Council's LDP Policies DM2, DM4, DM7 and to meet the requirements of Planning Policy Wales (Edition 11, February 2021), TAN 5: Nature Conservation and Planning and Part1 Section 6 of the Environment (Wales) Act 2016.

Informatives:

The following advice for the applicant is also considered appropriate

Birds - Wildlife and Countryside Act 1981 (as amended)

All nesting birds, their nests, eggs, and young are protected by law and it is an offence to:

- o intentionally kill, injure or take any wild bird
- o intentionally take, damage or destroy the nest of any wild bird whilst it is in use or being built
- o intentionally take or destroy the egg of any wild bird
- o intentionally (or recklessly in England and Wales) disturb any wild bird listed on Schedule 1 while it is nest building, or at a nest containing eggs or young, or disturb the dependent young on such a bird.

The maximum penalty that can be imposed - in respect of a single bird, nest or egg - is a fine of up to 5,000 pounds, six months imprisonment or both.

The applicant is therefore reminded that it is an offence under the Wildlife and Countryside Act 1981 (as amended) to remove or work on any hedge, tree or building where that work involves the taking, damaging or destruction of any nest of any wild bird while the nest is in use or being built (usually between late February and late August or late September in the case of swifts, swallows or house martins). If a nest is discovered while work is being undertaken, all work must stop, and advice sought from Natural Resources Wales and the Council's Ecologist.

PCC-Building Control

No response received at the time of writing this report.

Hafren Dyfrdwy

21st Sep 2022

With Reference to the above planning application the company's observations regarding sewerage are as follows.

I can confirm that we have no objections to the proposals subject to the inclusion of the following condition:

- o The development hereby permitted should not commence until drainage plans for the disposal of foul and surface water flows have been submitted to and approved by the

Local Planning Authority, and

- o The scheme shall be implemented in accordance with the approved details before the development is first brought into use. This is to ensure that the development is provided with a satisfactory means of drainage as well as to reduce or exacerbate a flooding problem and to minimise the risk of pollution

Hafren Dyfrdwy advise that there may be a public sewer located within the application site. Although our statutory sewer records do not show any public sewers within the area you have specified, there may be sewers that have been recently adopted under the Transfer Of Sewer Regulations 2011. Public sewers have statutory protection and may not be built close to, directly over or be diverted without consent and contact must be made with Hafren Dyfrdwy to discuss the proposals. Hafren Dyfrdwy will seek to assist in obtaining a solution which protects both the public sewer and the building.

The developer's attention is also drawn to the legal requirement for all sites to enter into a Section 104 sewer adoption agreement with Hafren Dyfrdwy before any sewer connection can be approved, in line with the implementation Schedule 3 of the Floods and Water Management Act 2010. Full details of this are provided on our website www.hdcymru.co.uk under the 'New Site Developments' section.

To help us provide an efficient response please could you send all responses to APPlanning@hdcymru.co.uk rather than to named individuals, including the HD ref within the email/subject.

PCC-(N) Highways

27th Oct 2022

Thank you for consulting the Highway Authority on this planning application at land adjacent to No. 12 Cefn Hawys, Welshpool SY21 7RH. The proposal seeks the outline application for erection of detached dwelling, including access works (all other matters reserved).

The proposed plot will be accessed directly of U4411 highway serving the number of existing properties to either side of the site. The submitted plan indicates that adequate parking provision can be achieved at the site in accordance with Wales CSS Parking Standards 2014. Therefore, the Highway Authority advises that the following conditions are attached to any consent given;

1. Before any other development is commenced the area of the access and parking to be used by vehicles is to be constructed to a minimum of 410mm depth, comprising a minimum of 250mm of sub-base material, 100mm of bituminous macadam base course material and 60mm of bituminous macadam binder course material as indicated on the approved plan No. 4956.01. Any use of alternative materials is to be agreed in writing by the Local Planning Authority prior to the access being constructed.

2. Prior to the occupation of the dwelling, provision shall be made within the curtilage of the site for the parking of (vehicles in accordance with the requirements of CSS Wales Parking Standards) not less than one car per bedroom. The parking areas including any garage shall be retained for their designated use for as long as the development hereby permitted remains in existence.
3. The private drive/parking area as shown on the approved plan No. 4956.01 shall be metalled and surfaced in bituminous macadam, concrete or block pavements ~~or~~ (an alternative suitably bound material which is to be approved in writing by the LPA) prior to the occupation of the dwelling and retained as such for as long as the development remains in existence.
4. The gradient of the access/parking area shall be constructed so as not to exceed 1 in 20 measured from edge of the adjoining carriageway along the centre line of the access and shall be retained at this gradient for as long as the development remains in existence.
5. No surface water drainage from the site shall be allowed to discharge onto the county highway.

PCC-(N) Land Drainage

22nd Sep 2022

PCC Land Drainage have no comments to make on this application at this time.

However, the SuDS Approval Body (SAB) deem that the construction area is greater than 100m² and therefore this proposed development will require SAB approval.

Public Responses

Following the erection of a site notice on the 28th of September 2022, the LPA have not received any letters of representation from members of the public at the time of writing this report.

Planning History

No planning history found on the site.

Principal Planning Constraints

LDP Development Boundaries

Welshpool/ Y Trallwng

Principal Planning Policies

Policy	Policy Description	Year	Local Plan
PPW	Planning Policy Wales (Edition 11, February 2021)		National Policy
NATPLA	Future Wales - The National Plan 2040		National Development Plan 2021
TAN5	Nature Conservation and Planning		National Policy
TAN12	Design		National Policy
TAN18	Transport		National Policy
DM2	The Natural Environment		Local Development Plan 2011-2026
DM4	Landscape		Local Development Plan 2011-2026
DM7	Dark Skies and External Lighting		Local Development Plan 2011-2026
DM13	Design and Resources		Local Development Plan 2011-2026
T1	Travel, Traffic and Transport Infrastructure		Local Development Plan 2011-2026
SP7	Safeguarding of Strategic Resources and Assets		Local Development Plan 2011-2026
H1	Housing Development Proposals		Local Development Plan 2011-2026
H3	Housing Delivery		Local Development Plan 2011-2026
H4	Housing Density		Local Development Plan 2011-2026

SPGBIO	Biodiversity and Geodiversity SPG (2018)	Local Development Plan 2011-2026
SPGRES	Residential Design Guide SPG (2020)	Local Development Plan 2011-2026
SPGLAN	Landscape SPG	Local Development Plan 2011-2026

Other Legislative Considerations

Crime and Disorder Act 1998
 Equality Act 2010
 Planning (Wales) Act 2015 (Welsh language)
 Wellbeing of Future Generations (Wales) Act 2015
 Marine and Coastal Access Act 2009

Officer Appraisal

Site Address and Description

The site falls within the Community and Town Council area of Welshpool. Welshpool is identified as a Town within the adopted Powys Local Development Plan (2018). The development site is located within the development boundary of Welshpool and within a residential area on Adelaide Drive. The site is bordered by other residential dwellings to the south and north with grassland to the west and public open space to the east. The site is accessed via the U4411 Adelaide Drive Estate Road.

Outline consent is sought for the erection of one open market residential dwelling, formation of vehicular access and all associated works with access being considered and all other matters reserved.

Principle of Development

Policy H1 of the Local Development Plan (2018) seeks to ensure that housing development is appropriately located and suitable in scale and type to meet Strategic Policies SP1, SP3, SP5 and SP6, housing development proposals will only be permitted:

1. In Towns and Large Villages:

i. On sites allocated for housing or on other suitable sites within the development boundary; or ii. On sites forming logical extensions outside development boundaries for affordable housing in accordance with Policy H6.

The application submitted seeks outline planning consent for the erection of a dwelling and vehicular access with all other matters reserved. The proposed site falls within the

settlement development boundary of Welshpool which is considered a Town as per the Local Development Plan, adjacent to existing residential dwellings. Officers consider that this is a suitable site for the proposed housing development within the development boundary and in principle is considered to be acceptable for an open market dwelling.

In light of the above, it is considered that a dwelling on the proposed site complies with policy H1 of the Local Development Plan (2018).

Scale, Design and Appearance

The Powys Local Development Plan (2018) Policy H3 and DM13, TAN 12 and Planning Policy Wales (PPW) all refer to good design and how development proposals should be of a good design and have consideration to the surrounding area. PPW refers to good design as having a relationship between all elements of the natural and built environment. Policy H3 states that housing development proposals must be of an appropriate scale and is supported by policy DM13 of the Powys Local Development Plan (2018) which states that proposals must demonstrate a good quality design and shall have regard to the qualities and amenity of the surrounding area.

Policy DM13 specifically states that proposals will only be permitted where development has been designed to complement and/or enhance the character of the surrounding area in terms of siting, appearance, integration, scale, height, massing and design detailing. The development must also contribute towards the preservation of local distinctiveness and sense of place.

The application is submitted in outline form with all matters reserved for future consideration.

Officers consider that while the scale, design and appearance are not being considered at this outline application stage, the site is capable of accommodating a dwelling of a suitable scale and height without adversely affecting the amenities enjoyed by occupants of neighbouring properties or adversely affecting the character and appearance of the local area.

In light of the above, it is considered that the proposed development fundamentally complies with relevant planning policy.

Density

Policy H4 of the development plan seeks to ensure that schemes are designed to make the best use of land and are of a scale that is appropriate to the location. In towns and large villages the policy states that developments should be of a density greater than 27 dwellings per hectare unless it is justified by evidence of local circumstances or constraints.

The proposed development site measures approximately 0.05 hectares, therefore giving

the proposed site a density of one dwelling. Taking into consideration the proposed new access, parking and the size of the dwellings in the vicinity, the density proposed is considered to be acceptable so as to not have an overbearing impact on neighbouring dwellings and detract from the character and amenity of the area.

Therefore, as the development proposes one dwelling, this is considered acceptable in regards to LDP policy H4.

Foul Drainage

The proposed dwelling is to dispose of foul drainage directly to the mains sewer. Hafren Dyfrdwy have also been consulted and confirm that drainage plans will need to be submitted prior to any works commencing on site.

Also, as part of the application process, Environmental Health Officers have been consulted and have raised no objection to the proposed method of foul drainage.

In light of the above, the proposed drainage scheme is considered to comply with the relevant planning policies.

Neighbour Amenity

In considering the amenities enjoyed by occupiers of neighbouring properties consideration has been given to the LDP Residential Design SPG & LDP: DM13 (Part 11).

Given that appearance and layout of the development are reserved matters, consideration will be given to matters such as loss of daylight, loss of privacy and overlooking at a later date. However, from the indicative layout, it is considered the site is capable of accommodating the proposed dwelling without causing an unacceptable impact upon the amenities enjoyed by occupiers of neighbouring properties.

Given the residential nature of the application, consideration has been given to noise creation as a result of the proposed development. Environmental Protection have been consulted on the application and have no objection. It is however considered necessary to include a condition relating to construction hours to control the level of noise disturbance.

In light of the above it is therefore considered that the proposed development does comply with the Powys Residential Design Guide SPG (2020) and LDP policy DM13 (Part 11).

Biodiversity

Policy DM2 states that proposals shall demonstrate how they protect, positively manage and enhance biodiversity and geodiversity interests. Proposals which would impact on

natural environment assets will only be permitted where they do not unacceptably adversely affect those assets. Technical Advice Note (TAN) 5 seeks to maintain biodiversity and safeguard important sites.

As part of the application process the County Ecologist has been consulted. The Ecologist has raised no objection to the principle of proposed development subject to the recommended conditions being attached to any granting of planning permission. The conditions relate to external lighting, landscaping and biodiversity

Officers therefore consider the principle of the proposed development is acceptable and would not detrimentally impact biodiversity and therefore complies with the relevant policies.

In light of the above, Officers consider that subject to the suggested conditions, the proposed development is in compliance with policies DM2 and DM13 of the Powys LDP, Technical Advice Note 5 and PPW.

Highway Safety and Movement

Policy DM13 confirms that proposals should demonstrate that the development has been designed and located to minimise the impacts on the transport network- journey times, resilience and efficient operation – whilst ensuring that highway safety for all transport users is not detrimentally impacted upon. Furthermore, development proposals should meet all high access requirements, (for all transport users), vehicular parking standards and demonstrate that the strategic and local highway network can absorb the traffic impacts of the development without adversely affecting the safe and efficient flow of traffic on the network or that traffic impacts can be managed to acceptable levels to reduce and mitigate any adverse impacts from the development.

This outline application includes details of the access and parking area and is to be considered under this application. As part of the application process the Highway Authority has been consulted and do not object to the principle of the proposal and considers a suitable means of access can be achieved at the site. They have confirmed no objections on the basis that 5 conditions are included or any grant of consent. These conditions are in relation to drainage, gradient and parking and are considered acceptable to ensure highway safety.

In light of the above, Officers consider that the proposed development is in accordance with planning policy, Particularly DM13, and T1 of the LDP, Technical Advice Note 18 and Planning Policy Wales.

Decision - Approve

In light of the above it is therefore considered that the proposed development fundamentally complies with relevant planning policy and the recommendation is therefore one of conditional consent

Conditions

1. Details of the appearance, landscaping, layout and scale, (hereinafter called "the reserved matters") shall be submitted to and approved in writing by the local planning authority before any development begins and the development shall be carried out as approved.
2. Any application for approval of the reserved matters shall be made to the local planning authority not later than three years from the date of this permission.
3. The development shall begin either before the expiration of five years from the date of this permission or before the expiration of two years from the date of approval of the last of the reserved matters to be approved, whichever is the later.
4. The development shall be carried out in accordance with the following approved plans and documents; Land Adj 12 Cefn Hawys Location Plan 1:1250, 4956.01, 4956.02 & 4956.03
5. Prior to commencement of development, a detailed landscaping and compensation scheme shall be submitted to and approved in writing by the Local Planning Authority. The submitted landscaping scheme shall identify compensatory measures for hedgerow and shrubs removed to accommodate the development. The scheme shall include a scaled drawing and a written specification clearly describing the species, sizes, densities and planting numbers proposed as well as aftercare measures. Drawings must include accurate details of any existing trees and hedgerows to be retained with their location, species, size and position.
6. The approved scheme shall be implemented in the first planting and seeding season following the first beneficial use of the dwelling or the completion of the development (whichever is the sooner), and any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species. If any plants fail more than once they shall continue to be replaced on an annual basis until the end of the 5-year defects period. The approved details shall be implemented in full and maintained thereafter.
7. No external lighting shall be installed unless a detailed external lighting design scheme has been submitted to and approved in writing by the Local Planning Authority. The external lighting scheme shall identify measures to avoid impacts on nocturnal wildlife, including bats and otter, in accordance with the recommendations outlined in the BCT and ILP Guidance Note 8 Bats and Artificial Lighting (12th September 2018). The development shall be carried out in

accordance with the approved details.

8. Prior to the commencement of the development, the type, locations and numbers of biodiversity enhancement measures shall be submitted to the Local Planning Authority.
9. Removal of all vegetation, including trees, shall take place between September and February inclusive to avoid impact to breeding birds.
10. The development hereby permitted should not commence until drainage plans for the disposal of foul and surface water flows have been submitted to and approved by the Local Planning Authority, and the scheme shall be implemented in accordance with the approved details before the development is first brought into use. This is to ensure that the development is provided with a satisfactory means of drainage as well as to reduce or exacerbate a flooding problem and to minimise the risk of pollution
11. All works and ancillary operations which are audible at the site boundary shall be carried out only between the following hours:
0800-1800 hrs Monday to Friday

0800-1300 hrs Saturday

At no time on Sundays and Bank Holidays

Deliveries to and removal of plant, equipment, machinery and waste from the site must also only take place within the permitted hours detailed above."
12. Before any other development is commenced the area of the access and parking to be used by vehicles is to be constructed to a minimum of 410mm depth, comprising a minimum of 250mm of sub-base material, 100mm of bituminous macadam base course material and 60mm of bituminous macadam binder course material as indicated on the approved plan No. 4956.01. Any use of alternative materials is to be agreed in writing by the Local Planning Authority prior to the access being constructed.
13. Prior to the occupation of the dwelling, provision shall be made within the curtilage of the site for the parking of (vehicles in accordance with the requirements of CSS Wales Parking Standards) not less than one car per bedroom. The parking areas, including any garage shall be retained for their designated use for as long as the development hereby permitted remains in existence.
14. The private drive/parking area as shown on the approved plan No. 4956.01 shall be metalled and surfaced in bituminous macadam, concrete or block pavements or (an alternative suitably bound material which is to be approved in writing by the LPA), prior to the occupation of the dwelling and retained as such for as long as the development remains in existence.

15. The gradient of the access/parking area shall be constructed so as not to exceed 1 in 20 measured from edge of the adjoining carriageway along the centre line of the access and shall be retained at this gradient for as long as the development remains in existence.
16. No surface water drainage from the site shall be allowed to discharge onto the county highway.

Reasons

1. To enable the Local Planning Authority to exercise proper control over the development in accordance with Section 92 of the Town and Country Planning Act 1990.
2. Required to be imposed by Section 92 of the Town and Country Planning Act 1990.
3. Required to be imposed by Section 92 of the Town and Country Planning Act 1990.
4. Required to be imposed by Section 92 of the Town and Country Planning Act 1990.
5. To comply with Powys County Council's LDP Policies DM2 in relation to The Natural Environment and DM4 in relation to Landscape, and to meet the requirements of Planning Policy Wales (Edition 11, February 2021), TAN 5: Nature Conservation and Planning and Part1 Section 6 of the Environment (Wales) Act 2016.
6. To comply with Powys County Council's LDP Policies DM2 in relation to The Natural Environment and DM4 in relation to Landscape, and to meet the requirements of Planning Policy Wales (Edition 11, February 2021), TAN 5: Nature Conservation and Planning and Part1 Section 6 of the Environment (Wales) Act 2016.
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9. To comply with Powys County Council's LDP Policies DM2 in relation to The Natural Environment and DM4 in relation to Landscape, and to meet the requirements of Planning Policy Wales (Edition 11, February 2021), TAN 5: Nature Conservation and Planning and Part1 Section 6 of the Environment (Wales) Act 2016.
10. To ensure that the development is provided with a satisfactory means of

drainage as well as to prevent or to avoid exacerbating any flooding issues and to minimise the risk of pollution

11. To safeguard amenity in accordance with Policy DM13 of the Powys Local Development Plan (2018).
12. In the interests of highway safety and in accordance with the provisions of Powys LDP Policy DM13 (Part 10).
13. In the interests of highway safety and in accordance with the provisions of Powys LDP Policy DM13 (Part 10).
14. In the interests of highway safety and in accordance with the provisions of Powys LDP Policy DM13 (Part 10).
15. In the interests of highway safety and in accordance with the provisions of Powys LDP Policy DM13 (Part 10).
16. In the interests of highway safety and in accordance with the provisions of Powys LDP Policy DM13 (Part 10).

Ecology Informative:

The following advice for the applicant is also considered appropriate

Birds - Wildlife and Countryside Act 1981 (as amended)

All nesting birds, their nests, eggs, and young are protected by law and it is an offence to:

- o intentionally kill, injure or take any wild bird
- o intentionally take, damage or destroy the nest of any wild bird whilst it is in use or being built
- o intentionally take or destroy the egg of any wild bird
- o intentionally (or recklessly in England and Wales) disturb any wild bird listed on Schedule 1 while it is nest building, or at a nest containing eggs or young, or disturb the dependent young on such a bird.

The maximum penalty that can be imposed - in respect of a single bird, nest or egg - is a fine of up to 5,000 pounds, six months imprisonment or both.

The applicant is therefore reminded that it is an offence under the Wildlife and Countryside Act 1981 (as amended) to remove or work on any hedge, tree or building where that work involves the taking, damaging or destruction of any nest of any wild bird while the nest is in use or being built (usually between late February and late August or late September in the case of swifts, swallows or house martins). If a nest is discovered while work is being undertaken, all work must stop, and advice sought from Natural Resources Wales and the Council's Ecologist.

Signed Luke Woosnam
Planner

Date: 27/10/2022

Signed Richard Edwards
Authorising Officer

Date: 28/10/2022

Official Local Authority Search (CON29R + LLC1)



Search Details

Prepared for: Gilbert Davies & Partners Limited
Matter: NJ.14555.B10067.2
Client address: 18 Severn Street, Powys, SY21 7AD

Property:

Building Plot adjoining, 12 Cefn Hawys, Welshpool, SY21 7RH

Local Authority:

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

Date Returned:
13/03/2023

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 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 for more information.



InfoTrack UK 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: 2023/03406
NLIS Reference:
Date: 08-Mar-2023

Applicant:
Info Track
36502516
Level 11
91, Waterloo Road
London
SE1 8RT

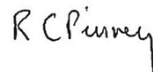
Official Search required in all parts of the Register of Local Land Charges for subsisting registrations against the land described and the plan submitted.

Land:
Building plot adjoining 12 Cefn Hawys

Welshpool
SY21 7RH

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: 08 March 2023

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

Part 3: Planning Charges (b) Other planning charges			
Description of charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of Registration
Land Adj 12 Cefn Hawys Welshpool SY21 7RH Outline planning Decision: Approve Dated: 28/10/2022 Outline application for erection of detached dwelling, including access works (all other matters reserved) Application Number: 22/1464/OUT Ref: 22/1464/OUT TLC Ref: AP362401	Powys County Council, County Hall, Spa Road East, Llandrindod Wells, LD1 5LG	Powys County Council, County Hall, Spa Road East, Llandrindod Wells, LD1 5LG	28/10/2022

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

Applicant:

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

Search Reference: 2023/03406
NLIS Reference:
Date: 10-Mar-2023

Property:

Building plot adjoining 12 Cefn Hawys

Welshpool
SY21 7RH

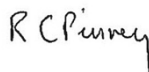
Other Roads etc:

**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: 10 March 2023

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: 22/1464/OUT

Outline application for erection of detached dwelling, including access works (all other matters reserved)

Land Adj 12 Cefn Hawys

Welshpool

SY21 7RH

Date of Decision : 28/10/2022

Date Decision Issued : 28/10/2022

Decision :Approve

Land Adj 12 Cefn Hawys

Welshpool

SY21 7RH

Reference: M3285

OUTLINE APPLICATION FOR 26 DWELLING HOUSES.

RED BANK WELSHPOOLDate of Decision : 04/03/1977

Date Decision Issued : 04/03/1977

Decision :(D) DECLINED

(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

None

Informative

The local authority's 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

None

(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 : Town (no specific allocation) - 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 pink coloured centreline on the enclosed highways plan are maintained at public expense.

The broken purple coloured line represents an urban footpath which is 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 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*

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 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.

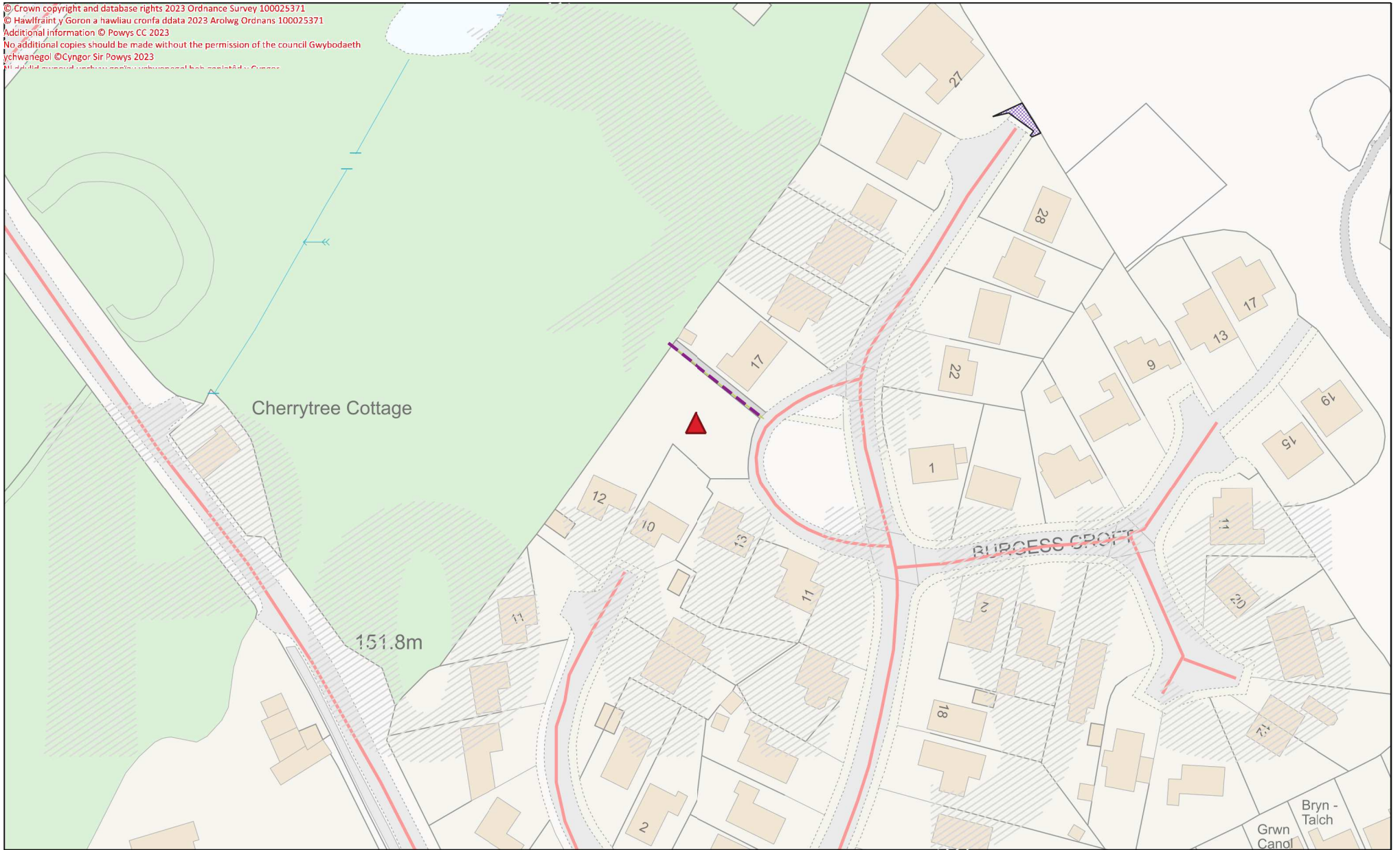
This Form should be read in conjunction with the guidance notes available separately.

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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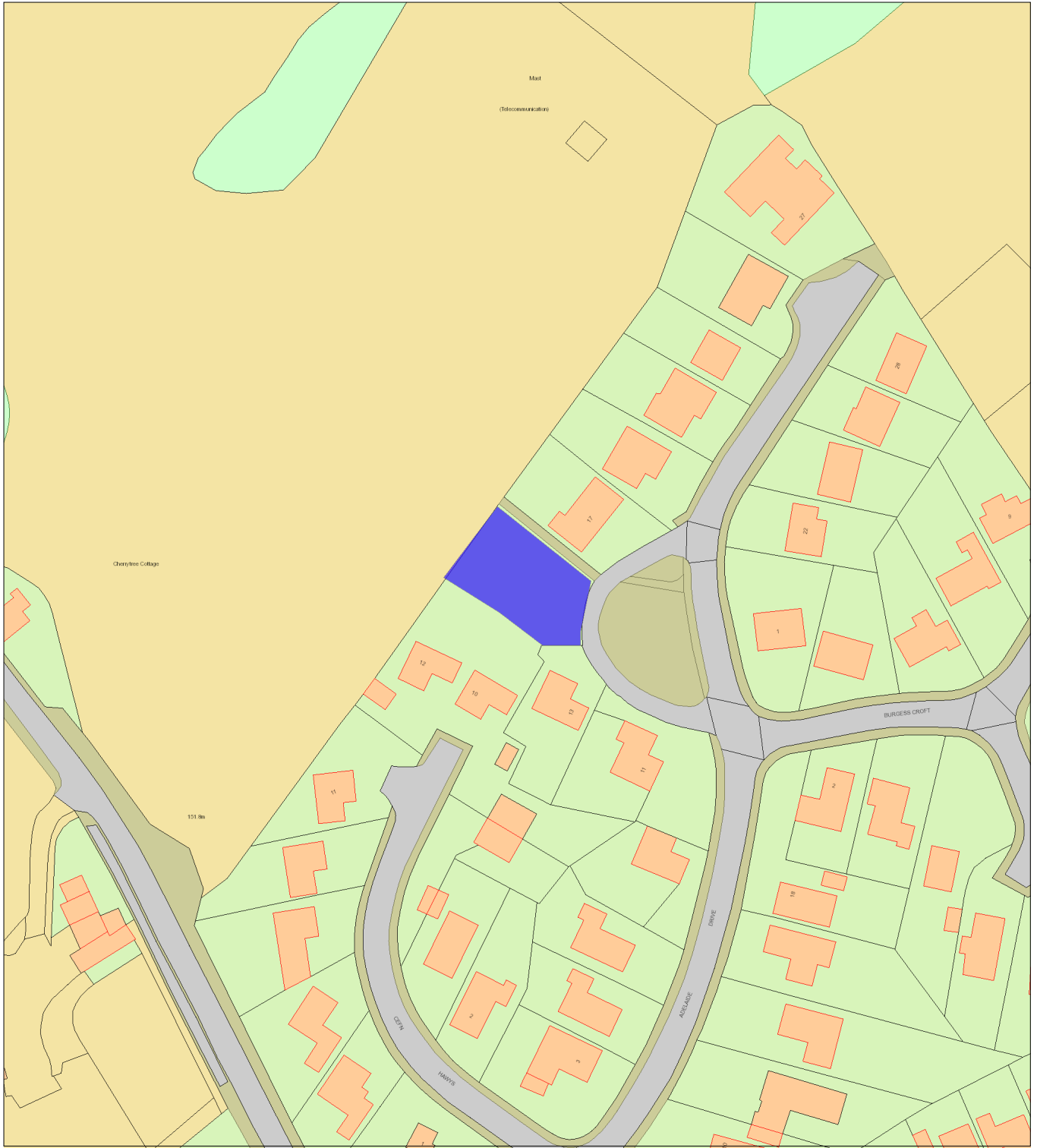



County Council

Printed by: SINDYI Date: 9/3/2023

Highways Land Charges Search

2023 03406



Search Reference: 2023/03406	
Property Address: Building plot adjoining 12 Cefn Hawys Welshpool SY21 7RH	
Date: 07-Mar-2023	
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LOCAL LAND CHARGES VAT RECEIPT

VAT Receipt Number: 2023/03406
VAT Receipt Date: 07-Mar-2023

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

Search Reference: 2023/03406
Online Reference:
Online Source:
Search Date: 07-Mar-2023

Search Property: Building plot adjoining 12 Cefn Hawys

Welshpool
SY21 7RH

Description	Amount in £
CON29 Standard (Full)	151.00
LLC1 Full	6.00
Total Net	131.83
Total VAT @ 20%	25.17
Total amount due	157.00

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

Drainage & Water Search (CON29DW)



Search Details

Prepared for: Gilbert Davies & Partners Limited
Matter: NJ.14555.B10067.2
Client address: 18 Severn Street, Powys, SY21 7AD

Property:

Building Plot adjoining, 12 Cefn Hawys, Welshpool, SY21 7RH

Water Company:

Severn Trent Water Ltd
Severn Trent, PO Box 407, Darlington, DL1 9WD

Date Returned:
07/03/2023

Property type:
Residential

This search was compiled by the Water Company 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 or supplied on request. This search is also subject to terms and conditions issued by the Water Company, 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 for more information.



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T: 0207 186 8090 E: helpdesk@infotrack.co.uk

InfoTrack Limited

Infotrack
91 Waterloo Road
London
SE1 8RT

Order Date: **Monday, 6 March 2023**
Order No: **60228805**
Customer Ref: **36502514_f8f75db6-bf83-4d84-a267-c5f21b9**

Severn Trent Searches has carried out enquiries into the following property, in line with its published terms of sale upon request from InfoTrack Limited

Plot at 12 Cefn Hawys
Welshpool
SY21 7RH

In response to the enquiry for drainage and water information, this search report was prepared following examination of either the following original records or summary records derived from the original: the Map of Public Sewers, the Map of Waterworks, Water and Sewer Billing Records, Adoption of Public Sewer Records, Building Over Public Sewer Records, the Register of Properties subject to Internal Foul Flooding, the Register of Properties subject to Poor Water Pressure and the Drinking Water Register. Should the property not fall entirely within the Severn Trent Water or Hafren Dyfrdwy Regions, a copy of the records held by South Staffordshire Water or other relevant Water Company will be searched also. Severn Trent Searches is responsible for the accuracy of the information contained within the search report.

From 1st October 2011 ownership of private sewers and lateral drains changed in accordance with The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011. The contents of this search reflect these changes.

For further information please visit: www.severntrentsearches.com/category/Sewer-Transfer/

Interpretation of Drainage and Water Enquiry.

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

Enquiries and Responses.

The Search Report on the above property was completed on 7 Mar, 2023 by Marie Freer, a technician employed by Severn Trent Searches. In the event of any queries about the preparation of this search report, enquiries should be directed to:

enquiries@severntrentsearches.com

Or the Customer Service Manager, Severn Trent Searches at the address below.

Severn Trent Searches
PO Box 10155
Nottingham
NG1 9HQ
Tel: 0115 971 3550

or **Severn Trent Searches**
DX 723860
Nottingham 43



If you have any general enquires regarding the information provided in a search report please visit:

www.searchfaqt.com

Severn Trent Searches has put in place procedures to ensure that customers receive support in the event of any complaint. Our formal Complaints Procedure is set out in Appendix 2 and our Terms and Conditions of sale are set out in Appendix 4.

ORDER SUMMARY

To help understand the implications of the Drainage and Water Enquiries Report a summary guide to the content of the full report is provided below. This guide should be read in the context of and with reference to the full report and associated guidance notes.

The following 3 classifications have been used to highlight whether or not the response to a particular question is something that would normally be expected or otherwise. The classifications are intended purely as a guide to assist in the understanding of the Report and do not imply that the property is fit to purchase or otherwise and this decision will rest with the prospective purchaser and their professional advisers.

✓ This response represents the typical situation for a residential property.

📖 The attention of the purchaser is drawn to this response. Further information can be found in the Guidance Notes accompanying the relevant question, the purchaser may wish to make further investigations into this situation.

✘ This response represents an uncommon situation for a residential property and the purchaser should carefully consider its implications.

Question	Answer
Maps	
1.1 Where relevant, please include a copy of an extract from the public sewer map.	Map Provided ✓
1.2 Where relevant, please include a copy of an extract from the map of waterworks.	Map Provided ✓
Drainage	
2.1 Does foul water from the property drain to a public sewer?	No ✗
2.2 Does surface water from the property drain to a public sewer?	No ✗
2.3 Is a surface water drainage charge payable?	No ✓
2.4 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	No ✓
2.4.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?	No ✓
2.5 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	Yes ✓
2.5.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres of any buildings within the property?	No ✓
2.6 Are any sewers or lateral drains serving, or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No ✓
2.7 Has a Sewerage Undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?	No ✓
2.8 Is the building which is or forms part of the property at risk of internal flooding due to overloaded public sewers?	No ✓
2.9 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	See Details ✓
Water	
3.1 Is the property connected to mains water supply?	No ✗
3.2 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	No, See Details ✓
3.3 Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No ✓
3.4 Is the property at risk of receiving low water pressure or flow?	No ✓
3.5 What is the classification of the water supply for the property?	See Details ✓
3.6 Please include details of the location of any water meter serving the property.	N/A ✓
Charging	
4.1.1 Who is responsible for providing the sewerage services for the property?	See Answer ✓
4.1.2 Who is responsible for providing the water services for the property?	See Answer ✓
4.2 Who bills the property for sewerage services?	N/A ✗
4.3 Who bills the property for water services?	N/A ✗
4.4 What is the current basis for charging for sewerage and water services at the property?	Not Charged 📄
4.5 Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?	See Details ✓

SEWER RECORD Plot at 12 Cefn Hawys, Welshpool, SY21 7RH



1. Do not scale off this Map. This Map is furnished as a general guide and no warranty as to its correctness is given or implied. This Map must not be relied upon in the event of any development or works in the vicinity of Hafren Dyfrdwy's assets. 2. On 1 October 2011 most private sewers and private lateral drains transferred to the ownership of Water Companies. Hafren Dyfrdwy does not possess complete records of these assets. These assets may not be displayed on this map. 3. Reproduction by permission of Ordnance Survey on behalf of HMSO. © Crown Copyright and database right 2023. All rights reserved. Ordnance Survey licence number 0100031673. Document users other than Hafren Dyfrdwy business users are advised that this document is provided for reference purpose only and is subject to copyright, therefore, no further copies should be made from it.

WATER RECORD Plot at 12 Cefn Hawys, Welshpool, SY21 7RH



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MAP KEYS

Sewer Record

	Public Combined Gravity Sewer
	Public Foul Gravity Sewer
	Public Surface Water Gravity Sewer
	Combined Use Pressurised Sewer
	Foul Use Pressurised Sewer
	Surface Water Pressurised Sewer
	Abandoned Gravity Sewer
	Private Gravity Sewer
	Section 104 Gravity Sewer
	Transferred Gravity Sewer
	Highway Drain (Not STW)
	Vent Column
	Waste Water Storage
	Culverted Watercourse (Not STW)
	Protective Strip
	Sewage Pumping Facility
	Sewage Facility Connection Inlet / Outlet

	Hydrobrake
	Lamphole
	Outfall
	Overflow
	Penstock
	Petrol Interceptor
	Sewage Treatment Works
	Sewer Blockage
	Sewer Collapse
	Sewer Chemical Injection Point
	Sewer Junction

	Sewerage Air Valve
	Sewerage Hatch Box Point
	Sewerage Isolation Valve
	Soakaway
	Surface Water Manhole
	Blind Shaft
	Combined Use Manhole
	Disposal Site
	Flushing Chamber
	Foul Use Manhole
	Grease Trap
	Head Node

Notes

The majority of private gravity sewers and lateral drains shown in magenta transferred into public ownership in October 2011, providing they met the relevant criteria. Please note that private pressurised sewers and drains within the boundary of the property they serve remain private. Sewers shown in green which remain the subject of an adoption agreement under Section 102 or 104 of the Water Industry Act (1991) are not the responsibility of the Sewerage Undertaker. Please refer to response to Question 2.6 in search report to check current status of the sewers. All Sewers that have been transferred to the Sewerage Undertaker after 1st October 2011, which they have a record of but have not surveyed and confirmed, are shown in orange. Please note, the full extent and route of these sewers may not be plotted on the sewer map. By October 1st 2016 any private pumping station and associated apparatus serving a lateral drain or sewer which was operational before July 1st 2011 will have transferred over to the Sewerage Undertaker's responsibility and become a public asset (subject to any appeals).

Water Record

	Distribution Main
	Trunk Main (local/primary)
	Strategic Main
	Fire Supply Main
	Fire Main
	Non-Domestic Customer Service Pipe
	Domestic Customer Service Pipe
	Abandoned Main
	Elevated Main
	Aqueduct
	Duct
	Pre-1937 Properties
	SSSI Area
	Protective Strip

	Pumping Facility
	Booster Facility
	Potable Water Storage
	Water Tower
	Well / Borehole
	Intake
	Water Treatment Works / Chamber
	Draw-off Tower
	Bowser Point
	Water Facility Connection
	Pipe Support Structure
	Open Pipe
	Discharge
	End Cap

	Water Isolation Valve (Closed)
	Water Isolation Valve (Open)
	Water Isolation Valve (Partially Open)
	Water Air Valve
	Pressure Reducing Valve
	Pressure Sustaining Valve
	Non-Return Valve
	Float Valve
	Hydrant (Single/Double)
	Washout (Single/Double)
	Bulk Meter
	Water Hatch Box
	Pressure Tapping
	Insertion Flow Meter Point

	Change in Characteristic
	Marker Post
	Cable Junction
	Anode
	Boundary Box
	Stop Tap
	Cross Piece
	Strainer
	Listening Post
	Revenue Meter
	Housing, Building
	Housing, Kiosk
	Housing, Other
	Quality Sample Point

For a detailed glossary of the above terminology please visit:

www.severntrentsearches.com/glossary

Question 1.1**Q1.1****Where relevant, please include a copy of an extract from the public sewer map.**

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

Map Provided

Guidance Notes

Pipes that are shown on the public sewer map as sewers, disposal mains or lateral drains are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991. The Sewerage Undertaker is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only. Sewers or lateral drains indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an "as constructed" record. It is recommended that these details are checked with the developer. Please note that following the private sewer transfer on October 1st 2011 there may be additional public assets other than those indicated on the map. Particular attention should be paid to public pumping stations (indicated on the plan by a black triangle) which will have associated pressurised sewers serving the pumping station which may not be plotted on the sewer plan even if they have transferred into public ownership. Assets other than public sewers, disposal mains or lateral drains may be shown on the copy extract, for information.

Question 1.2**Q1.2****Where relevant, please include a copy of an extract from the map of waterworks.**

A copy of an extract from the map of waterworks is included in which the location of the property is identified.

Map Provided

Guidance Notes

Pipes that are shown on the map of waterworks as water mains, resource mains or discharge pipes are defined as those for which a Water Undertaker holds statutory responsibility under the Water Industry Act 1991. Assets other than water mains, resource mains or discharge pipes may be shown on the plan, for information only. Water Undertakers are not responsible for private water mains or private service pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. The extract of the map of waterworks shows water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.

Question 2.1**Q2.1****Does foul water from the property drain to a public sewer?**

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

x
No

Guidance Notes

The connection status of the property is based on information held on the billing records by the responsible water company. In this case we have been unable to find any billing records confirming a connection from the property to the public sewerage system. If any current billing records can be provided to us confirming a connection for this service, please provide this to us and we will amend the search accordingly. It is possible that the property may have a connection to the public sewerage system but is not currently being billed for this service. If this is the case then the property owner should contact the responsible water company to arrange for the connection status to be checked and, if confirmed as connected, for the property to be brought into charge for this service. Should the billing records be amended, we will be pleased to amend the report, free of charge, upon request. If foul water does not drain to the public sewerage system the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant. The requirement to register a Septic tank with the Environment Agency was passed in regulations set in 2010 by the Department for Environment, Food and Rural Affairs (Defra) and the Welsh Government, as part of the implementation of the European Union Water Framework Directive. All domestic septic tanks in Wales need to be registered by December 2011. This is not currently a requirement in England pending the outcome of a joint Environment Agency/Government review. It is recommended all details are checked with the current owner as buyers in Wales may need to register before the deadline. Also note that the general binding rules for Septic tanks and discharge to the ground changed on January 1st 2015. Please visit <https://www.gov.uk/guidance/general-binding-rules-small-sewage-discharge-to-the-ground> for more details.

Question 2.2**Q2.2****Does surface water from the property drain to a public sewer?**

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

x
No

Guidance Notes

If the property was constructed recently the surface water drainage may be served by a Sustainable Drainage System (SuDS) which does not form part of the public sewer network. Further information may be available from the developer or Question 3.3 of the CON29 from the local authority. The connection status of the property listed in this search is based on information held on the billing records by the responsible water company. Sewerage Undertakers are not responsible for any private drains and private sewers that do not connect the property to the public sewerage system, and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users, if the property is served by a private sewer which also serves other properties but does not connect into the public sewerage system. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. If surface water does not drain to the public sewerage system the property may have private facilities in the form of a soakaway or private connection to a watercourse.

Question 2.3**Q2.3****Is a surface water drainage charge payable?**

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

No

Guidance Notes

Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable. If the property was constructed recently the surface water drainage may be served by a Sustainable Drainage System (SuDS) which does not form part of the public sewer network. Further information may be available from the developer or Question 3.3 of the CON29 from the local authority. Please note that a Highway Drainage charge may still be included on the water bill for the property. Highway drainage is a charge that covers water draining from public roads into the public sewerage network, whereas Surface Water drainage is a charge for rainwater that drains from a private property into the public sewerage network.

Question 2.4**Q2.4****Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?**

The public sewer map does not indicate any public sewers, disposal mains or lateral drains within the boundaries of the property. It is recommended that investigations are made into the drainage arrangements of the property as the owner may be liable for repairs to the drainage system.

No

Guidance Notes

The approximate boundary of the property has been determined by reference to the Ordnance Survey record. Please note it has not always been a requirement for such public sewers, disposal mains or lateral drains to be recorded on the public sewer map. Please note, however, that following the private sewer transfer on October 1st 2011 there are public sewers and lateral drains which are not recorded on the public sewer map but which may prevent or restrict development of the property. However, in this case we believe that it is unlikely that any unidentified public sewers, disposal mains or lateral drains will exist within the boundaries of the property.

Question 2.4.1**Q2.4.1****Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?**

The public sewer map does not indicate a public pumping station or other ancillary apparatus within the boundaries of the property. However, as of 1st October 2016, any pumping station that was constructed prior to 1st July 2011 and serves more than one property will become the responsibility of the sewerage undertaker. Although the sewerage undertaker has no record of any pumping station at this property there may be pumping stations which meet the adoption criteria which they are not aware of and are not recorded on the public sewer map.

No

Guidance Notes

The approximate boundary of the property has been determined by reference to the Ordnance Survey record. Please note that privately owned pumping stations built prior to 1st July 2011 which serve more than one property and pump to the existing public sewer are eligible for transfer into public ownership as of 1st October 2016. Pumping stations that serve a single property but sit outside the curtilage of that property will also be eligible for transfer. Please see Appendix 3 for further details. Any other ancillary apparatus is shown on the public sewer map and is referenced on the map key. A full glossary is also available on our website at www.severntrentsearches.com/glossary/

Question 2.5**Q2.5**

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

**Yes**

The public sewer map included indicates that there is a public foul sewer or public sewer asset within 30.48 metres (100 feet) of a building within the property.

Guidance Notes

The public sewer map shows the location of public sewers. Please note that from 1st October 2011, private sewers and lateral drains connected to the public network as of 1st July 2011 transferred into public ownership and from that date there may be public sewers closer to the property than those shown on the map. The presence of a public foul sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the Local Authority requiring a property to be connected to the public foul sewer. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public foul sewer.

Question 2.5.1**Q2.5.1**

Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres of any buildings within the property?

**No**

The public sewer map does not indicate a public pumping station or other ancillary apparatus within 50m of a building within the property. However, following the transfer of some private pumping stations into public ownership, from 1st October 2016 there may be public pumping stations which are not marked on the public sewer map.

Guidance Notes

The public sewer map shows the location of public pumping stations, pressurised mains and other ancillary apparatus. Please note that privately owned pumping stations built prior to 1st July 2011 which serve more than one property and pump to the existing public sewer are eligible for transfer into public ownership as of 1st October 2016. Pumping stations that serve a single property but sit outside the curtilage of that property will also be eligible for transfer. Pumping stations also have pressurised sewers associated with them and these may not be plotted on the public sewer map if the sewerage undertaker is unaware of the pumping station. The presence of a pumping station, pressurised rising main or other ancillary apparatus may restrict further development. Please see Appendix 3 for further details. Any other ancillary apparatus is shown on the public sewer map and is referenced on the map key. A full glossary is also available on our website at www.severntrentsearches.com/glossary/.

Question 2.6**Q2.6**

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

**No**

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

Guidance Notes

The majority of private sewers and lateral drains subject to adoption agreements were transferred into public ownership from 1st October 2011 and there may therefore be additional public sewers other than those shown on the plan. Further details can be found in Appendix 3. Buyers should consult with the current owner to ascertain the extent of their liability for privately held assets.

Question 2.7**Q2.7**

Has a Sewerage Undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?


No

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

Guidance Notes

Buildings or extensions erected over a public sewer, disposal main or lateral drain in contravention of building controls or which conflict with the provisions of the Water Industry Act 1991, may have to be removed or altered. Please note that from 1st October 2011 the majority of private sewers and lateral drains connected to the public network as of 1st July 2011 transferred into public ownership and there may therefore be formerly private sewers and lateral drains which will have been built over. Please visit www.severntrentsearches.com/category/sewer-transfer for further information.

Question 2.8**Q2.8**

Is the building which is or forms part of the property at risk of internal flooding due to overloaded public sewers?


No

The property is not recorded as being at risk of internal flooding due to overloaded public sewers.

Guidance Notes

A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded. "Internal flooding" from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes. "At Risk" properties are those that the Sewerage Undertaker is required to include in the Regulatory Register that is reported annually to the Water Services Regulation Authority. These are defined as properties that have suffered or are likely to suffer internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Sewerage Undertaker's reporting procedure. Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the "At Risk" register. Please note that from 1st October 2011 the majority of private sewers and lateral drains connected to the public network as of 1st July 2011 transferred into public ownership. Details of formerly private sewers at risk from internal flooding are not recorded in the Regulatory Register and will not be added until a flooding occurrence. There may therefore be public sewers at risk from internal flooding that are not recorded on the "At Risk" register.

Question 2.9**Q2.9**

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

[See Details](#)

The nearest sewage treatment works is 1.413 KM to the South East of the property. The name of the nearest sewage treatment works is Welshpool.

Guidance Notes

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

Question 3.1**Q3.1**

Is the property connected to mains water supply?



Records indicate that the property is not connected to the mains water supply and water may, therefore, be provided by virtue of a private supply.

No

Guidance Notes

The connection status of the property is based on information held on the billing records by the responsible water company. In this case we have been unable to find any billing records confirming a connection to the property from the mains water supply. If any current billing records can be provided to us confirming a connection for this service please provide this to us and we will amend the search accordingly. It is possible that the property may have a connection to the mains water supply but is not currently being billed for this service. If this is the case then the property owner should contact the responsible water company's billing department to arrange for the connection status to be checked and, if confirmed as connected, for the property to be brought into charge for this service. Should the billing records be amended, we will be pleased to amend the report, free of charge, upon request. Alternatively, this property maybe connected to a private water supply or indirectly supplied by a third party who is connected to the public water supply and it is recommended this is checked with the current owner. Details of private supplies or third party private arrangements are not kept by the Company.

Question 3.2

Q3.2

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



No, See Details

The map of waterworks provided by: Hafren Dyfrdwy.

The map of waterworks was provided and records do not indicate any water mains, resource mains or discharge pipes within the boundaries of the property.

Guidance Notes

The approximate boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public water main, resource main or discharge pipe within the boundary of the property may restrict further development within it. Water Undertakers have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Company or its contractors needing to enter the property to carry out work.

Question 3.3

Q3.3

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



No

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

Guidance Notes

Where the property is part of a very recent or ongoing development and the water mains and service pipes are not the subject of an adoption application, buyers should consult with the developer to confirm that the Water Undertaker will be asked to provide a water supply to the development or to ascertain the extent of any private water supply system for which they will hold maintenance and renewal liabilities.

Question 3.4

Q3.4

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



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

No

Guidance Notes

'Low water pressure' means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal. Water Undertakers are required to include in the Regulatory Register that is reported annually to the Water Services Regulation Authority properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level). Water Companies are required to include in the Regulatory Register that is reported annually to the Director General of Water Services properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level). The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap (mst). The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap. The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10 metres head on the customer's side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS806-3 or Institute of Plumbing handbook. Allowable exclusions: The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply. Abnormal demand: This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected. Companies should exclude from the reported DG2 figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year Companies may exclude, for each property, up to five days of low pressure caused by peak demand. Planned maintenance: Companies should not report under DG2 low pressures caused by planned maintenance. It is not intended that Companies identify the number of properties affected in each instance. However, Companies must maintain sufficiently accurate records to verify that low pressure incidents that are excluded from DG2 because of planned maintenance are actually caused by maintenance. One-off incidents: This exclusion covers a number of causes of low pressure, mains bursts, failures of Company equipment (such as PRVs or booster pumps), firefighting and action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

Question 3.5

Q3.5

What is the classification of the water supply for the property?



The water supplied to the property has an average water hardness of 21.81 mg/l calcium which is defined as Moderately Soft by Hafren Dyfrdwy.

See Details

Guidance Notes

Neither hard nor soft water is considered to pose any risk to health. Hardness comes from naturally occurring calcium and magnesium mineral salts which are dissolved from the rocks through which rain water flows. Hardness is expressed as the equivalent amount of calcium carbonate in parts per million (mg/l). Hard water causes scaling in hot water systems, kettles, electric irons and domestic appliances. Scaling of heating elements may shorten their life and may make appliances less efficient. More information is available on the water undertaker's website.

Water hardness can be expressed in various indices for example the hardness settings for dishwashers are commonly expressed in Clark's degrees, but check with the manufacturer as there are also other units. The following table explains how to convert mg/l calcium and mg/l calcium carbonate classifications.

TO CONVERT FROM:	TO CLARK DEGREES	TO FRENCH DEGREES	TO GERMAN DEGREES
mg/l calcium	multiply by 0.18	multiply by 0.25	multiply by 0.14
mg/l calcium carbonate	multiply by 0.07	multiply by 0.10	multiply by 0.056

Question 3.6

Q3.6

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



Records indicate that the property is not served by a water meter. Where the property is not served by a meter and the customer wishes to consider this method of charging they should contact:

N/A

Hafren Dyfrdwy
Wrexham Road
Wrexham
LL14 4EH

Tel: 0330 678 0679 For Billing Enquiries only
Tel: 0330 678 0646 For Business Customers only
Tel: 0115 971 3550 For Search Enquiries only

<https://www.hdcymru.co.uk/>

Question 4.1.1

Q4.1.1

Who is responsible for providing the sewerage services for the property?



The Sewerage Undertakers for the area are:

See Answer

Hafren Dyfrdwy
Wrexham Road
Wrexham
LL14 4EH

Tel: 0330 678 0679 For Billing Enquiries only
Tel: 0330 678 0646 For Business Customers only
Tel: 0115 971 3550 For Search Enquiries only

<https://www.hdcymru.co.uk/>

Question 4.1.2

Q4.1.2

Who is responsible for providing the water services for the property?



The Water Undertakers for the area are:

See Answer

Hafren Dyfrdwy
Wrexham Road
Wrexham
LL14 4EH

Tel: 0330 678 0679 For Billing Enquiries only
Tel: 0330 678 0646 For Business Customers only
Tel: 0115 971 3550 For Search Enquiries only

<https://www.hdcymru.co.uk/>

Question 4.2

Q4.2

Who bills the property for sewerage services?



The property is not billed for sewerage services.

N/A

Question 4.3

Q4.3

Who bills the property for water services?



The property is not billed for water services.

N/A

Question 4.4

Q4.4

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



Not Charged

Records indicate that this property is not currently charged for sewerage and water services

[Guidance Notes](#)

Water and Sewerage Companies full charges are set out in their charges schemes which are available from the Company free of charge upon request.

Question 4.5**Q4.5**

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

**See Details**

The undertaker has the power to install a water meter at a property as a consequence of a change of occupation at any time under Section 144B of the Water Industry Act (1991). However there will be no change in the current charging arrangements as a consequence of a change of occupation.

Guidance Notes

Water and Sewerage Companies full charges are set out in their charges schemes which are available from the Company free of charge upon request. The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for watering the garden, other than by hand (this includes the use of sprinklers) or automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.

Appendix 1

Terms and Expressions in this Report

'**the 1991 Act**' means the Water Industry Act 1991[61];

'**the 2000 Regulations**' means the Water Supply (Water Quality) Regulations 2000[62];

'**the 2001 Regulations**' means the Water Supply (Water Quality) Regulations 2001[63];

'**adoption agreement**' means an agreement made or to be made under Section 51A(1) or 104(1) of the 1991 Act[64];

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

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

'**calendar year**' means the twelve months ending 31st December;

'**discharge pipe**' means a pipe which discharges are made or are to be made under Section 165(1) of the 1991 Act;

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

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

'**effluent**' means any liquid, including particles of matter and other substance in suspension in the liquid;

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

'**lateral drain**' means - (a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or (b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under Section 104 of that Act[65];

'**licensed water supplier**' means a company which is the holder for the time being of a water supply license under Section 17A(1) of the 1991 Act[66];

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

'**map of waterworks**' means the map made available under Section 198(3) of the 1991 Act[67] in relation to the information specified in subsection (1A);

'**private sewer**' means a pipe or pipes which drain foul or surface water, or both, from premises, and are not vested in a Sewerage Undertaker;

'**public sewer**' means, subject to Section 106(1A) of the 1991 Act[68], a sewer for the time being vested in a Sewerage Undertaker in its capacity as such, whether vested in that Undertaker - (a) by virtue of a scheme under Schedule 2 to the Water Act 1989[69]; (b) by virtue of a scheme under Schedule 2 to the 1991 Act[70]; (c) under Section 179 of the 1991 Act[71]; or (d) otherwise;

'**public sewer map**' means the map made available under Section 199(5) of the 1991 Act[72];

'**resource main**' means (subject to Section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of- (a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or (b) giving or taking a supply of water in bulk;

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

'**Sewerage Undertaker**' means the company appointed to be the Sewerage Undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated;

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

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

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

'**water supplier**' means the company supplying water in the water supply zone, whether a Water Undertaker or licensed water supplier;

'**water supply zone**' in relation to a calendar year, means the names and areas designated by a Water Undertaker within its area of supply that are to be its water supply zones for that year,

'**Water Undertaker**' means the company appointed to be the Water Undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated.

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

Residential Drainage and Water Search Complaint Procedure

As a minimum standard Severn Trent Searches, PO Box 10155, Nottingham, NG1 9HQ:

Will endeavour to resolve any telephone contact or complaint at the time of the call. However, if that isn't possible, we will investigate and research the matter in detail and provide a written response within 5 working days of receipt of your complaint.

Depending on the scale of investigation required, we will keep you informed of the progress and update you with new timescales if necessary.

If we fail to give you a written substantive response within 5 working days Severn Trent Searches will compensate our client the original fee paid for a Severn Trent CON29DW Drainage and Water enquiry, regardless of the outcome of your complaint.

If we find your complaint to be justified, or we have made any errors that substantially change the outcome in your search result, we will automatically refund the search fee to the ordering party. We will provide them with a revised search and also undertake the necessary action, as within our control, to put things right as soon as practically possible. Customers will be kept informed of the progress of any action required.

If the search takes us longer than 10 working days to complete and we have not communicated the reasons for the delay we will provide the search free of charge.

A complaint will normally be dealt with fully within 20 working days of the date of its receipt. If there are valid reasons for the consideration taking longer you will be kept fully informed in writing or via telephone or email, as you prefer, and receive a proposed solution or final response at the very latest within 40 working days.

If you are still not satisfied with our response or action we will refer the matter to a Senior Manager/ Company Director for resolution. At your request we will liaise with a representative acting on your behalf.

If you are not satisfied with the resolution offered in the final response or the timescale * within which the final response or proposed solution was issued, you may refer the complaint to The Property Ombudsman scheme (TPOs), contact details below. We will co-operate fully with the independent adjudicator during the consideration of a complaint by the TPOs and comply with any decision.

*40 working days

Complaints should be sent to:
Customer Services
Severn Trent Searches
PO Box 10155, Nottingham, NG1 9HQ.
Tel: 0115 971 3550
Email: enquiries@severntrentsearches.com

TPOs can be contacted at:
The Property Ombudsman scheme
Milford House, 43 - 55 Milford Street,
Salisbury, Wiltshire, SP1 2PB.
Tel: 01722 333306
Fax: 01722 332296
E-mail: admin@tpos.co.uk
Website: www.tpos.co.uk



The Transfer

The private sewer transfer occurred in October 2011, and was designed to bring the majority of private sewers in England and Wales into public ownership.

Drains, lateral drains and sewers - definitions

A drain is a disposal pipe serving a single property or properties (such as flats) within a single curtilage. A lateral drain is any section of that drain which extends beyond the curtilage of the property. A sewer is a disposal pipe serving two or more separate properties. Full legal definitions of these terms can be found in Appendix 1.

Assets transferred into public ownership

The majority of all sewers and lateral drains that were connected to the public system prior to 1st July 2011 transferred into public ownership on 1st October 2011. Water companies were given five years to identify and adopt private pumping stations and associated apparatus, ending in October 2016.

Assets not transferred into public ownership

Some assets were excluded from the transfer, including:

Any assets not connected prior to 1st July 2011. These will transfer under a secondary scheme at a later date.

Drains within the boundary of the property they serve.

Sewers on Crown Land (such as prisons) where notice has been received from the relevant authority that the sewers should be exempt.

Sewers owned by Railway Authorities.

Sewers and drains which do not discharge to the public system, such as Sustainable Drainage Systems.

Drainage systems contained within a single property curtilage (e.g. retail parks, caravan parks).

Private Pumping stations and associated pressurised mains which serve one property.

Sewers where the owner successfully appeals to OFWAT to retain ownership (see below).

Private treatment works, septic tanks and cesspits.

Appeals

Any owner of a private sewer, lateral drain or pumping station had the right to appeal of OFWAT to retain ownership. These had to be lodged before 30th September 2011* OFWAT then determined whether the asset in question should be exempt from the transfer. During the appeal process, assets remained private.

*Appeals process differs slightly for pumping stations, Visit OFWAT's website for more details (ofwat.gov.uk).

Procedures for new sewers

The Flood and Water Management Act 2010

The Welsh Assembly have enacted Section 42 of the Flood and Water Management Act 2010, making adoption of all new sewers connecting to the public network mandatory. A new national Mandatory Build Standard has also been introduced specifying the standards to which new sewers must be built.

Issues for property owners

Liability

Since the transfer, the majority of property owners have a greatly reduced liability for repairs to the drainage system. Should the search indicate the property is not connected to mains drainage or that there are no public assets nearby, it is recommended that further investigations be made into the drainage arrangements, as the property owner may have a substantial liability.

Sewers within property boundaries

The transfer resulted in a greater number of public sewers and lateral drains within property boundaries, many of which are not plotted on the Public Sewer Map. Property owners need to be aware that Hafren Dyfrdwy have statutory rights of access to land where their assets are located should they need to access the mains.

There are also formerly private sewers which have been built over without the Sewerage Undertaker's consent. Providing normal planning procedures were followed, this should not present any significant issues, although property owners need to be aware that the Sewerage Undertaker may need to access the sewer.

Developing Properties

Building over or close to a public asset requires the consent from Hafren Dyfrdwy. This includes transferred private sewers and lateral drains within property boundaries. Full details can be found on the Hafren Dyfrdwy website.

What to do if there is a blockage in the Sewer within the property boundary

If there is a problem with a pipe within the property boundary, the occupier should call Hafren Dyfrdwy on 0800 085 8033. The Sewerage Undertaker will then decide whether this is a private matter or if they are responsible. The Sewerage Undertaker may charge the homeowner for clearing a blockage etc for which they are not responsible. Any works needed would be agreed beforehand.

Updates to the CON29DW

Section 104 sites

The transfer applied to sites undergoing adoption under Section 104 of the Water Industry Act (1991). However, some assets on these sites, such as pumping stations, sewers connected after July 2011 and surface water sewers not connecting to the public system, were not included in the transfer. In these circumstances the search will continue to show a Section 104 agreement in place.

Sewers and lateral drains within property boundaries

Because private sewers were not previously required to be recorded on the public sewer records there are circumstances when we are unable to confirm the location of transferred sewers. On these occasions, the CON29DW report will advise as to whether there is likely to be a public asset within the boundary.

Proximity of sewers to the property

The majority of properties - particularly within urban areas - will have public sewers within 100 feet (30.48 metres). In the case of transferred assets not being shown on public sewer record, there will be occasions when we are unable to confirm this. In these circumstances we will advise whether there are likely to be assets in close proximity to the property. The absence of nearby public sewers could result in a property owner having a substantial liability for repairs to the drainage system.

Building over public sewers

A number of formerly private sewers have been built over and are now the responsibility of Hafren Dyfrdwy. Although the search will highlight whether there has been a build over enquiry to Hafren Dyfrdwy, this will only apply to sewers which were public at the time of development.

Sewer flooding

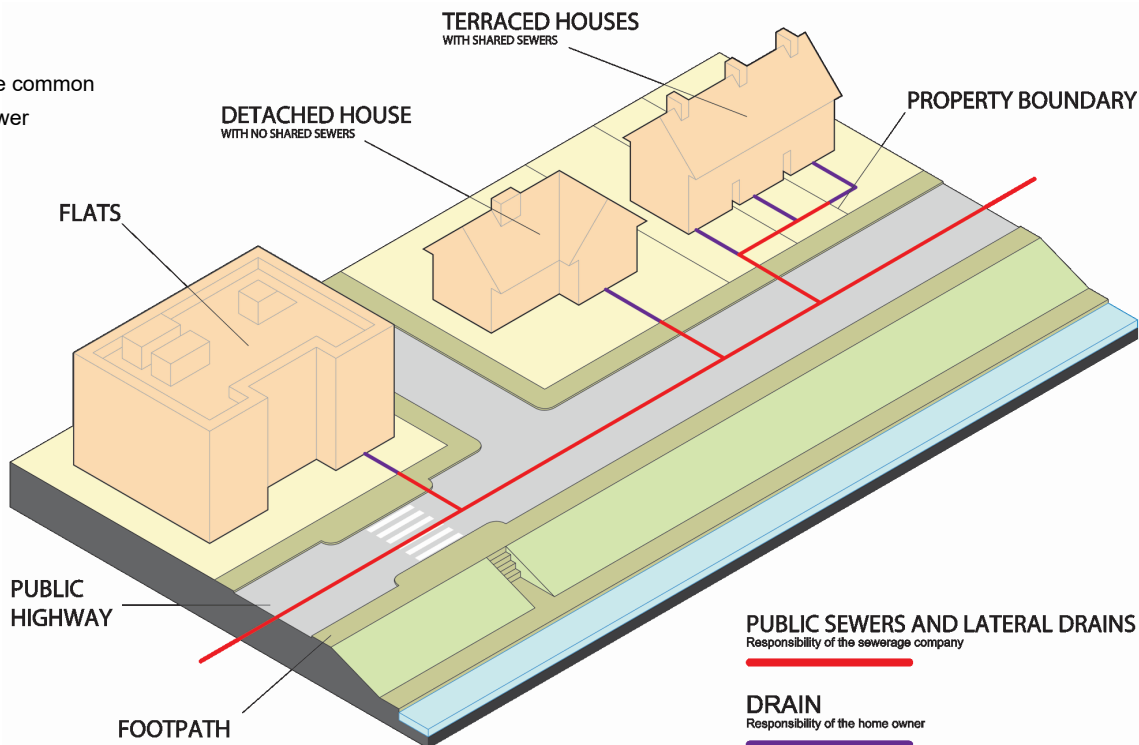
Whilst the search will still report the risk of sewer flooding to a property, following the transfer there is the possibility of sewer flooding from transferred sewers which will not have been previously recorded. The register will be updated as and when there is an occurrence.

Pumping Stations

The search indicates whether a transferred pumping station is located either within a property boundary, or within 50 metres of the property. Transferred pumping stations - which will not always have been built to Hafren Dyfrdwy's standards - initially require regular inspection and maintenance, which may prove disruptive. On occasion, there may be private pumping stations of which we are unaware. In these instances, please contact Hafren Dyfrdwy on 0800 085 8033.

Typical Examples

This diagram reflects some common scenarios following the sewer transfer.



Terraced Properties

It is common for terraced properties to have a public sewer passing within the property boundary. There are some exceptions, such as an end terrace upstream of neighbouring properties as the section of drain will only serve that one property and so will remain private. Besides the situation shown in the diagram, a common alternative arrangement is for terraced houses to be served by a shared sewer to the rear which may also run in passageways between properties to join the main sewer in the highway.

Semi-detached

The majority of semi-detached properties are connected to the public sewer via a shared connection. The section of drain which serves both properties is now public. Typically, the public sewer will be within the boundary of the property which is downstream on the drainage system as most sewers work on a gravity system.

Detached Properties

It is common for most detached properties to be connected to the public sewer via a direct connection. Therefore, for many detached properties it is unlikely that assets within the boundary of the property will have transferred. But the individual drainage arrangements at a specific property should be checked if details are required.

Flats/Apartments

Any shared drainage systems within a property curtilage remain private. This means with flats, only drains and sewers outside the boundary have transferred.

These Terms govern the basis on which the Report is supplied and the basis upon which the Customer and the Client have relied upon the Report.

Definitions

'Apparatus' means the sewers, disposal mains or lateral drains, water mains, resource mains or discharge pipes and associated infrastructure for which an Undertaker holds statutory responsibility under the Water Industry Act 1991 shown on the map attached to the Report;

'Client' means the person who is the intended recipient of the Report with an actual or potential interest in the Property including their mortgage lender.

'Company' means Severn Trent Property Solutions, the company producing the Report.

'Customer' means the person placing the Order, either on its own behalf as Client, or, as an agent for or a reseller to a Client.

'Order' means any request completed by the Customer requesting the Report in accordance with the Company's order procedure.

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

'Partner Undertakers' means Severn Trent Water Ltd, Hafren Dyfrdwy Ltd or South Staffordshire Water Plc.

'Person' means any individual, firm, body corporate, unincorporated association or partnership.

'Property' means the address or location supplied by the Customer in the Order which satisfies one or more of the requirements set out in paragraph 2.1.

'Purpose' shall have the meaning set out in paragraph 2.2.

'Terms' means these CON29DW Drainage and Water Enquiry (DOMESTIC) Terms and Conditions.

'Third Party Undertaker' means any Undertaker other than a Partner Undertaker.

'Undertaker' means a Sewerage and/or Water Undertaker (both as defined in the Water Industry Act 1991) providing water and sewerage services.

1. Agreement

1.1 The Company agrees to supply the Report to the Customer and, if applicable, the Customer shall provide the Report to the Client, subject to these Terms to the exclusion of all other terms and conditions including any terms and conditions which the Customer and/or Client purports to apply under any Order, confirmation of Order or any other document. The scope and limitations of the Report are described in paragraph 2 of these Terms.

1.2 Where the Customer is not the Client, then the Customer shall ensure that these Terms are brought to the attention of the Client on or prior to the Customer placing the Order and that the Terms are provided with any copy of the Report provided by the Customer to the Client. The Customer is responsible for making sure that the Client is aware of the limitations and exclusions that are contained in these Terms and must draw the Client's attention to any disclaimers set out in the Report.

1.3 The Customer agrees that the placing of an Order for a Report indicates its acceptance of these Terms.

1.4 Where the Customer is placing an Order on behalf of a Client, it warrants and represents to the Company that it is authorised to accept these Terms on behalf of the Client and to bind the Client to these Terms.

2. The Report

2.1 This Report (unless it is for a Residential Multisite CON29DW Drainage & Water Enquiry) should only be used where the Property, which is the subject of the Report, is:

2.1.1 a single, residential, domestic property

2.1.2 land or buildings being or to be developed as a single, residential, domestic property.

2.1.3 not for carrying out any trade, business or commercial activities.

2.2 The Report is produced solely for use by the Client for the intended purpose of the Report (the "Purpose"). The Purpose is the identification of the location and connection of existing drainage and/or water services at the Property in relation to the individual domestic property transaction in respect of the Property which is in the contemplation of the Client at the time of ordering the Report. The Company shall not be liable in any circumstances in connection with the Report if it is used for any other purpose.

2.3 Whilst the Company will use its reasonable skill and care in producing the Report, it is provided to the Customer on the basis that the Customer and the Client acknowledge and agree to the following:-

2.3.1 the information contained in the Report details only the location and connection of existing drainage and/or water services at the Property at the date stated in the Report;

2.3.2 the Company's obligation in respect of the Report is to correctly reproduce and compile the information provided by the Partner Undertakers and any Third Party Information (in accordance with paragraph 3.5);

2.3.3 the Report does not give details about the actual state or condition of the Property or the existing drainage and/or water services nor should it be used or taken to indicate actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained if the Customer or the Client requires;

2.3.4 the information contained in the Report is dependent upon the accuracy of the information supplied by the Customer or Client including, but not limited to the address of the Property and any plan of the Property;

2.3.5 the statements in the Report marked as "Guidance Notes" are intended to be general statements and advice in addition to the report on the Property. The Company cannot ensure that any such guidance notes are accurate, complete or valid and accepts no liability for such general statements and advice provided; and

2.3.6 Without prejudice to all other Terms, the Company accepts responsibility for the inaccuracy of location, or missing apparatus contained in the Maps within the Report that arise as a result of negligence.

2.3.7 Notwithstanding clause 2.3.5, for the purposes of this Report, the Company will not seek to rely on any statements and/or disclaimer shown on any Maps which limits liability in relation to the accuracy and/or location of apparatus.

2.4 The Client and/or Customer shall notify the Company as soon as is practicable if it becomes aware of any defect or inaccuracy in the Report.

2.5 In Providing you with this Report, the Company will comply with the Drainage & Water Searches Network (DWSN) Standards.

3. Cancellation rights**As a consumer**

3.1 Where the Customer is an individual consumer (and not acting for purposes wholly or mainly relating to their trade, business, craft or profession), they have specific legal rights relating to cancellation of any Order they may place. They may cancel an Order at any time within 14 days after the day on which the contract is entered into ("Cancellation Period").

3.2 To exercise the right to cancel, they must tell the Company of their decision to cancel this contract by a clear statement.

3.3 Where they are ordering a Report as a consumer, due to their cancellation rights, The Company will not process the Order or provide the Report to them before the end of the Cancellation Period unless they provide their express consent and they acknowledge that they will lose the right to cancel the contract under regulation 29(1) of the Consumer Contracts (Information, Cancellation, and Additional Charges) Regulation 2013.

3.4 In addition to these rights, where the Company is able to, they will cancel any Order in accordance with their cancellation policy, which can be found on www.severntrentsearches.com.

As a Business

3.5 The Cancellation Period does not apply to the Order if the Customer is placing the Order wholly or mainly for purposes relating to their trade, business, craft or profession.

3.6 If the Customer cancels their Order other than in accordance with this clause they may be liable for the payment of certain fees which are recoverable as detailed in the cancellation policy at: www.severntrentsearches.com.

4. Limitation of Liability

4.1 The Company does not exclude its liability (if any) to the Customer and/or the Client:

4.1.1 for personal injury or death resulting from the Company's negligence;

4.1.2 for any matter for which it would be illegal for the Company to exclude or to attempt to exclude its liability;

4.1.3 for fraud or fraudulent misrepresentation;

4.1.4 for breach of its obligations arising under Section 2 Supply of Goods and Services Act 1982; or

4.1.5 arising under Section 2(3) Consumer Protection Act 1987.

4.2 Subject to paragraph 4.1 the Company accepts no responsibility for and excludes its liability (whether for breach of contract, negligence or any other tort, under statute or statutory duty, restitution or otherwise at all) for:

4.2.1 any inaccuracy or error in the Report based on incomplete or inaccurate information supplied by the Customer and/or the Client;

4.2.2 any use of the Report by the Customer for any purpose other than the Purpose;

4.2.3 any change in the location and connection of existing drainage and/or water services at the Property after the date stated in the Report.

4.3 The Company shall not be in breach of these Terms or otherwise liable to the Customer and/or the Client for any failure to provide or delay in providing the Report to the extent that such failure or delay is due to an event or circumstance beyond the reasonable control of the Company including but not limited to any delay, failure of or defect in any machine, processing system or transmission link or any failure or default of a supplier or sub-contractor of the Company or any provider of any third party Information except to the extent that such failure or delay is caused by the negligence of the Company.

5 Intellectual Property Rights

5.1 The Customer acknowledges that the Report they receive is confidential and is intended for (a) their own internal or personal purposes and/or (b) where they are trading as a business, the personal use of the Client. The Report shall not be used or copied (in whole or in part) for any other use whatsoever, whether for commercial gain or otherwise.

5.2 The Company grants the Customer a non-exclusive and non-transferable licence:

a to make copies of the Reports (except the Map) for their own internal purposes;

b to incorporate the Reports (other than the Map) into any written advice they provide in the normal course of their business; and

c to disclose the Reports, where they are trading as a business, in the normal course of their business to:

i the Client; and or

ii anyone who is acquiring or considering acquiring an interest in or charge over the property to which the Report relates, and their professional advisers.

5.3 The Customer must not alter any part of the Report including altering, removing or obscuring any logos and/or branding which is contained in a Report.

5.4 All intellectual property rights, including trademarks, domain names and copyright in the Reports are owned by the Company and/or its licensors.

5.5 Any Maps contained in any Report are protected by Crown Copyright. The Maps must not be used for any purpose other than as part of the Report. Neither the Customer nor anyone to whom it provides the Report may reproduce the Maps without paying for a separate licence from Ordnance Survey.

5.6 No intellectual or other property rights are transferred or licensed to the Customer or where they are trading as a business to the Client or any other person except to the extent set out in these terms.

5.7 The Customer agrees to compensate the Company against any losses, costs, claims, damages and/or expenses which it incurs and/or suffers as a result of any breach of any intellectual property rights or obligations set out in any of the Terms by the Customer, or where the Customer is trading as a business to the Client or any party to whom it provides a copy of the Report.

5.8 The enquiries contained in the Report are protected by copyright owned by the Law Society of 113 Chancery Lane, London WC2A 1PL and must not be used for any purpose outside the context of the Report.

5.9 The obligation to procure the compliance of the Client to the obligations set out in this paragraph 5 and in paragraph 7.5 shall not apply to customers who are bona fide legal advisers recharging the cost of the Report to the Client as a disbursement.

6. Payment

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

7. General

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

7.2 Any failure by the Company to enforce any breach of the Terms shall not be deemed to be a waiver of any future breach of the Terms by the Customer or Client.

7.3 Nothing in these Terms shall in any way restrict the Customer or Client's statutory or any other rights of access to the information contained in the Report.

7.4 The Company and the Customer agree and where the Customer is not the Client, the Customer shall procure that the Client agrees that these Terms contain all the terms which the Company and the Customer and/or the Client have agreed in relation to the subject matter of these Terms and supersede any prior written or oral agreements, representations or understandings between any of them in relation to such subject matter. Nothing in this paragraph 7.5 will exclude any liability which one party would otherwise have to another party in respect of any statements made fraudulently.

7.6 The Company may assign, delegate, licence, hold on trust or sub-contract all or any part of its rights and obligations under these Terms. The Customer/Client is not permitted to assign all or any part of its rights and obligations under these Terms and/or under the Report.

Customer Complaints procedure:

The Company offers a robust complaints procedure which can be found on our website www.severntrentsearches.com.

If your complaint has gone through our complaints procedure and you are dissatisfied with the response or it has exceeded our response timescales, you may refer your complaint for consideration under The Property Ombudsman Scheme (TPOS). You can obtain further information by visiting www.tpos.co.uk or email admin@tpos.co.uk.

Severn Trent Searches is a trading name of Severn Trent Property Solutions. Registered in England and Wales no.08181033 Registered office, Severn Trent Centre, 2 St John's Street, Coventry, CV1 2LZ.

Search Details

Prepared for: Gilbert Davies & Partners Limited
Matter: NJ.14555.B10067.2
Client address: 18 Severn Street, Powys, SY21 7AD

Property:

Building Plot adjoining, 12 Cefn Hawys, Welshpool, SY21 7RH

Local Authority:

Groundsure
Sovereign House, Church Street, Brighton, BN1 1UJ

Date Returned:
07/03/2023

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 or supplied on request. This search is also subject to terms and conditions issued by the Data Supplier, available on request. InfoTrack is 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 for more information.

Thank you for ordering your environmental report from Groundsure. Before you read your search results as normal we wanted to explain some recent improvements that have been made to your report. We want to let you know what **ClimateIndex™** is and what it is designed to do, so we've provided some explanation below as to why we have added climate data and the **ClimateIndex™** assessment into our reports.

What have we updated in ClimateIndex™

£525 billion worth of property could be written off due to climate change in the long term*. So now more than ever, it's important for property owners to be aware of the potential impact of climate change to their property.

In March 2023, we've made some updates to our **ClimateIndex™** based on feedback we've been collecting since our launch last year. In this update we have:

- Removed the 1 year milestone
- Removed our variance score, and replaced it with a low/moderate/high rating for individual perils
- Added guidance based on the individual perils flagged as part of the overall score

In November 2022, Groundsure released a [microsite](#) to provide further help and information in addition to the detailed guidance you will find on **page 6**. The [new site](#) features Stephen Tromans' KC opinion on a firm's duty of care regarding climate change, as well as [commercial clauses](#) that can be inserted directly into your documentation to fulfil that duty of care.

The Law Society's Planning and Environment Committee is now in the final stages of reviewing the development of a climate risk practice note alongside existing environmental notes. The inclusion of **ClimateIndex™** in this report enables solicitors to become compliance-ready for these future changes now.

* XD Analysis Report 2021

About ClimateIndex™

In this report we've added our new **ClimateIndex™** to the cover page (**page 2**), which shows a rating of the future climate risk of the property, for 5 years and 30 years.

On the cover page, past and current perils are flagged on the left-hand side, and the forward view of **ClimateIndex™** can be found on the right.

On **page 6** you can find a more detailed review of these calculations, including a breakdown of the different physical and transition risks and their relative impact on the property, and detailed guidance and next steps tailored to the property's rating and the perils that make up that rating. The physical and transition risks used in the calculation are flooding (undefended), natural ground stability and coastal erosion.

Help and feedback

If you need to speak to one of our climate experts please contact climate@groundsure.com. We have a survey that you can fill out about the **ClimateIndex™** feature [here](#).

We are currently recruiting for our Groundsure Customer Advisory Board. Members of the board get a unique opportunity to input into Groundsure's product direction, as well as exclusive insight into our product roadmap and work in progress.

If you'd like to take part, please let us know at feedback@groundsure.com.

Building Plot adjoining, 12, Cefn Hawys, Welshpool, SY21 7RH

Key results

 **No key issues found**

For information

 **Infrastructure** page 13

 **Ground stability** page 10

 **Planning applications** page 18

Also searched

 **Contaminated land liability**

 **Flooding**

 **Coal mining (CON29M)**

 **Other mining (non-coal)**

 **Radon**

 **Planning constraints**

Groundsure IQ

Based on cost, effort or time associated with next steps to case progression



ClimateIndex™

ClimateIndex™ projects changes in physical and transition risks from:



Flooding



Ground stability



Coastal erosion

5 years



No risk predicted

30 years



No risk predicted

Please refer to page 6 for details and guidance

To save you time when assessing the report, we only provide maps and data tables of features we have identified to be of note.

You can view a full list of the information we have searched on **page 28**.

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

Avista Action Alert 2

Key results

No key results requiring immediate attention have been identified.

For information

These are findings to be aware of that do not necessarily require immediate action.



Non-coal mining

We consider the property to be acceptably free from non-coal mining-related risk. Please refer to the assessment of mining experts Groundsure below for further details.

Mining types: Stone, Unspecified

Past mining activity

We have no evidence of any non-coal mining features potentially affecting the property.

There are no recorded non-coal mine entries within 20 metres of the property.

Current and future mining

According to our archive the property does not presently lie within an area with planning permission for non-coal mineral development. We are not aware of any planned future mining activity.

Next steps for consideration:

- No further action is recommended.



Ground stability

The property is indicated to lie within an area that could be affected by natural instability.

Next steps for consideration:

- if a survey has been undertaken at the property that considers ground instability and no issues were found, no further action is required
- however, based on the findings of this report, the purchaser should be encouraged to consider potential instability in any future development or alteration of the ground including planting and removing trees, and regardless of the survey outcome
- if no survey has yet been undertaken, we recommend one is carried out by a suitably qualified and experienced person
- if ground instability issues have been or are subsequently identified in a survey we recommend following any advice given in the survey findings
- if the property is in an area at risk of shrink-swell subsidence and has clay drainage pipes, consideration should be given to replacing these with a modern equivalent
- if a residential property, check whether it benefits from an NHBC guarantee or other builder warranty that often covers structural issues. Please note the presence of an NHBC guarantee wouldn't change the risk assessment of this report.



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

ClimateIndex™ physical and transition risks - Breakdown



Our ClimateIndex™ provides a climate score for your property, and projects changes in physical and transition risks from flooding (undefended), natural ground instability and coastal erosion. Climate change could have a significant medium to longer term impact on your property, which may be increasingly considered by your lender if you are arranging a mortgage. ClimateIndex™ provides ratings that indicate potential **physical risks** (loss and damage to property) and how these give rise to **transition risks** such as having a material impact on the ability to insure or mortgage the property in the medium to long term. In turn, this could affect the future resale value of the property.

You can see how these relate to the individual calculated risks in the breakdown below. The letter ratings should be used in conjunction with the change variance over the two time periods. Where an increase has been recorded we recommend following the additional advice below.

5 years



No risk predicted

30 years



No risk predicted

ClimateIndex™

These ratings provide an overall illustration of the individual peril breakdowns below. For example, you may have three individual perils that have been flagged as presenting a moderate or high risk, and collectively they could generate a C rating due to the combined severity of risks present on the property site.

Surface water flooding

Negligible

Negligible

River flooding - undefended

Negligible

Negligible

Coastal flooding - undefended

Negligible

Negligible

Ground instability

Negligible

Negligible

Coastal erosion - defended

Negligible

Negligible

Coastal erosion - undefended

Negligible

Negligible

Coastal erosion - complex cliffs

Negligible

Negligible

In 30 years time your property has a ClimateIndex™ rating of A: At present, climate change has very little to no impact on this property and no further actions are necessary at this time.

See **page 22** for further details.

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 Avista Action Alert on **page 3** 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.

Further explanation of flood risk assessment can be seen in the Flood information on **page 28**.

River and Coastal Flooding	Very Low
Groundwater Flooding	Low
Surface Water Flooding	Negligible
Past Flooding	Not identified
Flood Storage Areas	Not identified

FloodScore™ insurance rating

Very Low

The rating is compiled by Ambiental, a leading flood risk analysis company. Please see **page 28**



Radon

Local levels of radon are considered normal. However, if an underground room makes up part of the accommodation, the property should be tested regardless of radon Affected Area status.

Not in a radon affected area



Non-coal mining summary



Mining records

Records relating to recorded mining areas or activity have been identified in the vicinity of the site but are not considered to be of note.

Mining features	Not identified
Mine plans	Not identified
Researched mining	Not identified
BritPits	Identified
Mineral Planning Areas	Not identified
Non-coal mining areas	Not identified
Mining cavities	Not identified
Coal mining areas	Not identified
Brine areas	Not identified
Gypsum areas	Not identified
Tin mining areas	Not identified



Historical features

Historical mapping has identified mining features in the vicinity of the site but these are not considered to be of note.

Non-coal mining	Identified
Coal and associated mining	Not identified
Industry associated with mining	Not identified



Geological features

No geological features indicative of mining activity or other sources of ground instability have been identified in the vicinity of the site.

Artificial and made ground	Not identified
Mineral veins	Not identified



Ground stability summary



Satellite monitoring

Satellite radar measurements have not detected any notable ground movement in the vicinity of the property.

SatSense Rating

Green

Ratings provided by SatSense Ltd, experts in analysis of InSAR ground movement data from satellite radar.



Natural instability

Searches of natural ground stability data have identified potential ground stability risks.

See **page 11** for details and **page 4** for recommended next steps.

Shrink-swell hazard

Not assessed

Natural ground subsidence

Moderate

Landslides

Not identified

Natural cavities

Not identified

Coastal erosion

Not identified



Infilled land

No recorded areas of infilled land or landfill have been identified in the vicinity of the site.

Infilled land

Not identified

Historical landfill sites

Not identified



Sinkholes

No records of sinkholes have been identified in the vicinity of the property.

Reported recent incidents

Not identified

Recorded incidents (BGS)

Not identified

Recorded incidents (Stantec)

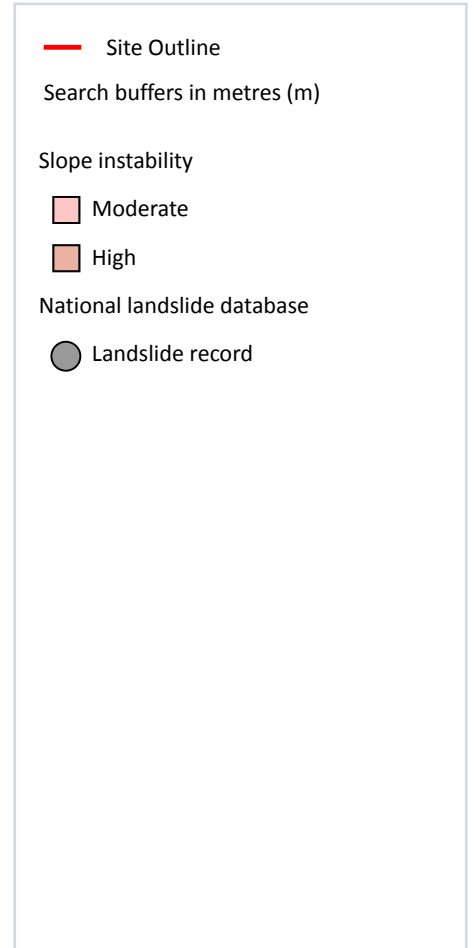
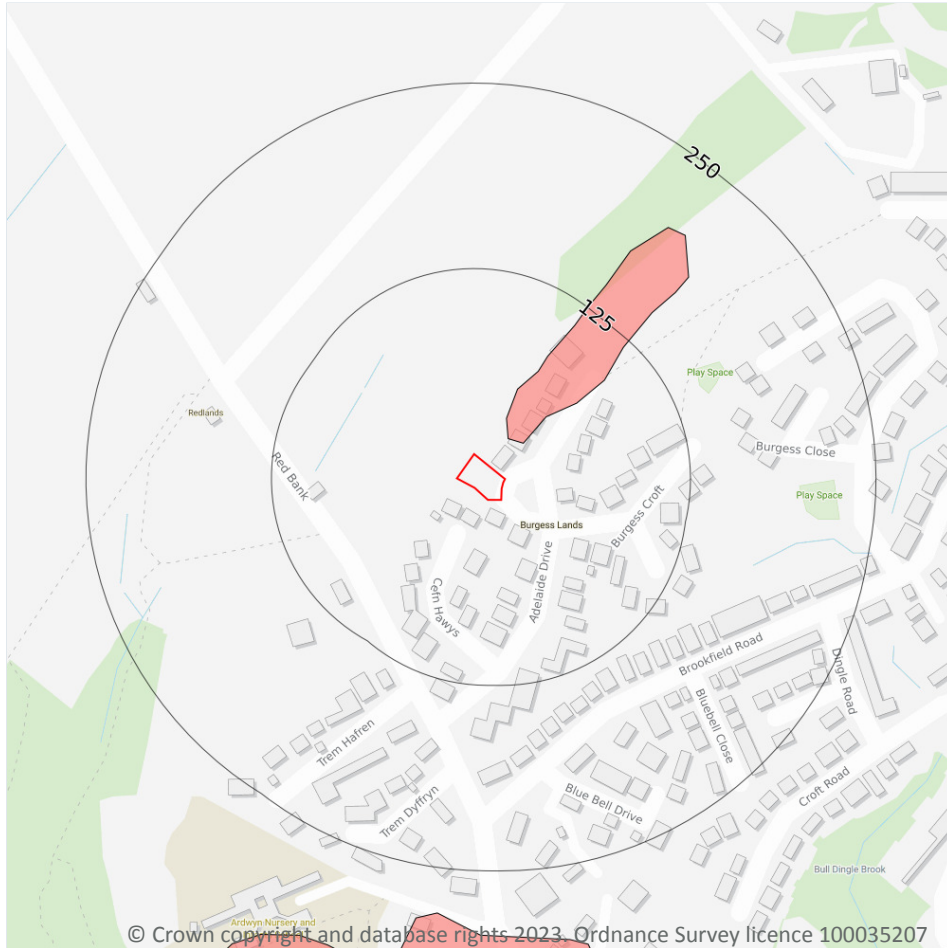
Not identified

Historical incidents

Not identified



Ground stability / Landslides



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Landslides

The potential for landsliding (slope instability) to be a hazard assessed using 1:50 000 scale digital maps of superficial and bedrock deposits, combined with information from the BGS National Landslide Database and scientific and engineering reports.

Location	Hazard rating	Details
23m NE	Moderate	Slope instability problems are probably present or have occurred in the past. Land use should consider specifically the stability of the site.

This data is sourced from the British Geological Survey.

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.

HS2 Route	Not identified
HS2 Safeguarding	Not identified
HS2 Stations	Not identified
HS2 Depots	Not identified
HS2 Noise	Not assessed
HS2 Visual impact	Not assessed



Crossrail

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

Crossrail 1 Route	Not identified
Crossrail 1 Stations	Not identified
Crossrail 2 Route	Not identified
Crossrail 2 Stations	Not identified
Crossrail 2 Worksites	Not identified
Crossrail 2 Safeguarding	Not identified
Crossrail 2 Headhouse	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.

Active Railways and Tunnels	Not identified
Historical Railways and Tunnels	Not identified
Railway and Tube Stations	Not identified
Underground	Not identified



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 Avista Action Alert on **page 3** for further advice. Additionally, see **page 14** 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 not identified results.

Power stations

Not identified

Energy Infrastructure

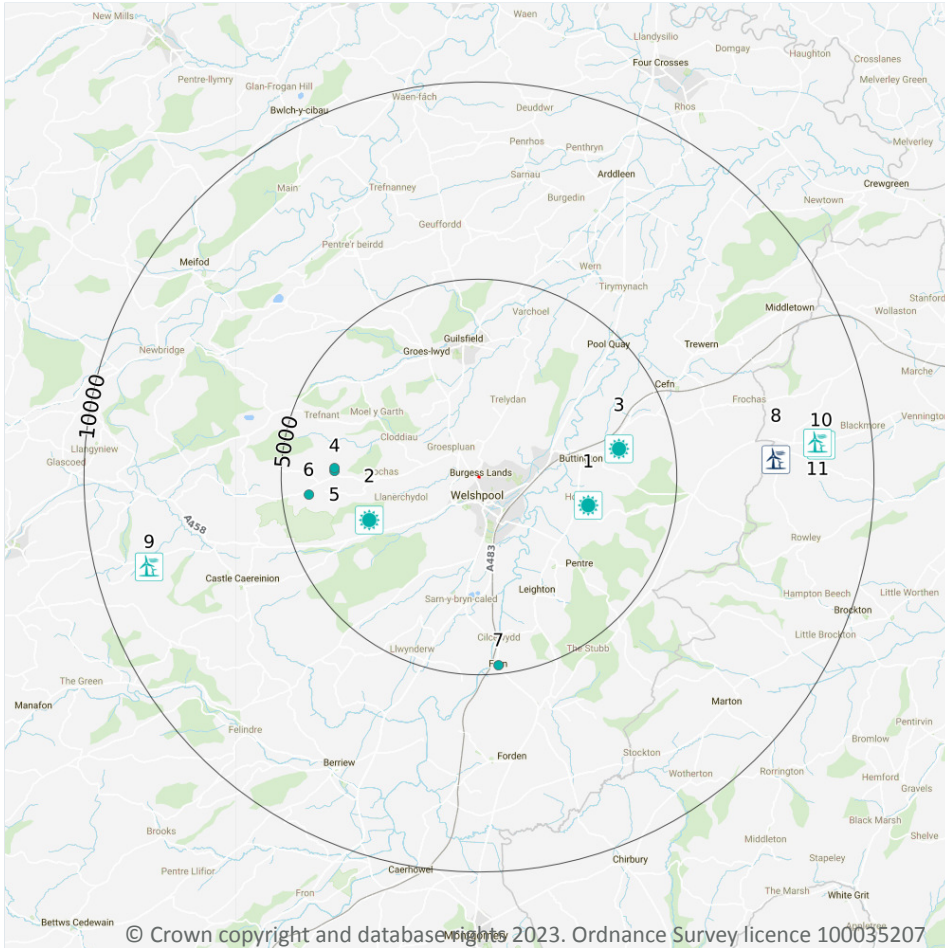
Not identified

Projects

Not 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

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
8	7-8 km	E	<p>Site Name: Woodleasowes Farm, Blackmore, Westbury, Shrewsbury, West Midlands, SY5 9SA</p> <p>Operator Developer: Wind FX Ltd</p> <p>Status of Project: Consented</p> <p>Type of project: Onshore</p> <p>Number of Turbines: 1</p> <p>Turbine Capacity: 0.1MW</p> <p>Total project capacity: 0.1</p> <p>Approximate Grid Reference: 329908, 308692</p>

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	
9	8-9 km	W	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
10	8-9 km	E	Site Name: Woodlands, Westbury, Shrewsbury, Shropshire, SY5 9RN Planning Application Reference: 10/03157/FUL Type of Project: 2 Wind Turbines	Application Date: 2010-07-23 Planning Stage: Early Planning Detail Plans Withdrawn Project Details: Scheme comprises installation of two micro generating wind turbines on a 12.39m monopole with blade length of 6.44m. Approximate Grid Reference: 331055, 309060
11	8-9 km	E	Site Name: Woodlands, Westbury, Shrewsbury, Shropshire, SY5 9RN Planning Application Reference: 10/05219/FUL Type of Project: 2 Wind Turbines	Application Date: 2010-11-29 Planning Stage: Plans Approved Detail Plans Granted Project Details: Scheme comprises construction of 2 vertical wind turbines on 10.4m monopoles with 6.44m blade length together with application under section 73a of the town and country planning act 1990 for retrospective consent for an 1kw horizontal axis turbine on a m Approximate Grid Reference: 331055, 309060

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	
4	3-4 km	W	Site Name: Pen Y Gaer, Golfa, Welshpool, Powys, SY21 9BG Planning Application Reference: P/2011/0103 Type of Project: Wind Turbine	Application Date: 2011-01-21 Planning Stage: Plans Approved Detail Plans Granted Project Details: Scheme comprises construction of a 20 metre high wind turbine. Approximate Grid Reference: 318717, 308412
5	3-4 km	W	Site Name: Golfa, Powys, Welshpool, Powys, SY21 9BG Planning Application Reference: P/2013/1127 Type of Project: Wind Turbine	Application Date: 2013-11-13 Planning Stage: Plans Approved Detail Plans Granted Project Details: Scheme comprises full: installation of a single 15 kW wind turbine, with hub height of 15.4m and height to blade tip of 20.4m (E: 318564, N: 308489). Approximate Grid Reference: 318716, 308411
6	4-5 km	W	Site Name: land at Gaer Farm, Golfa, Welshpool, SY21 9BD Planning Application Reference: P/2015/0533 Type of Project: Wind Turbine	Application Date: 2015-05-27 Planning Stage: Detail Plans Withdrawn Project Details: Scheme comprises Full: Installation of a wind turbine with blade tip height of 48.01m and hub height of 30.5m together with control box, formation of access track and associated works The associated works include sewer systems, landscaping, infrastructure, enabling and access roads. Approximate Grid Reference: 318060, 307800
7	4-5 km	S	Site Name: Forden, Powys, Welshpool, Powys, SY21 8RZ Planning Application Reference: P/2013/0957 Type of Project: Wind Turbine	Application Date: 2013-11-20 Planning Stage: Early Planning Detail Plans Withdrawn Project Details: Scheme comprises full: installation of a 500kW wind turbine with a hub height of 50 metres and a blade tip of 77 metre and associated infrastructure to include a crane hard standing. Approximate Grid Reference: 322866, 303478

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	E	Old Hope, Hope Road, Hope, Leighton, SY21 8HF	Applicant name: Mr M Lewis Application Status: Full Application Application Date: 31/01/2023 Application Number: 22/2124/FUL	Erection of ground mounted PV solar array
2	2-3 km	W	Land Near Golfa Farm Golfa, Welshpool, Powys, SY21 9AF	Applicant name: Mr Richard Wearmouth Application Status: - Application Date: 16/12/2013 Application Number: SO/2013/0091	Screening Opinion under EIA Regulation 1999 for the installation of a 10 megawatt (MW) PV Solar Park (E:319605, N:307149)
3	3-4 km	E	Buttington Old Hall, Buttington, Welshpool, Powys, SY21 8ST	Applicant name: Mr Robert Prycejones Application Status: Pending Consideration Application Date: 13/01/2022 Application Number: 21/2360/FUL	Installation of ground mounted Solar PV arrays

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

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.

3 Large Developments searched to 750m Please see **page 19** for details of the proposed developments.

2 Small Developments searched to 500m Please see **page 20** for details of the proposed developments.

5 House extensions or new builds searched to 250m Please see **page 20** for details of the proposed developments.

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 30**.



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

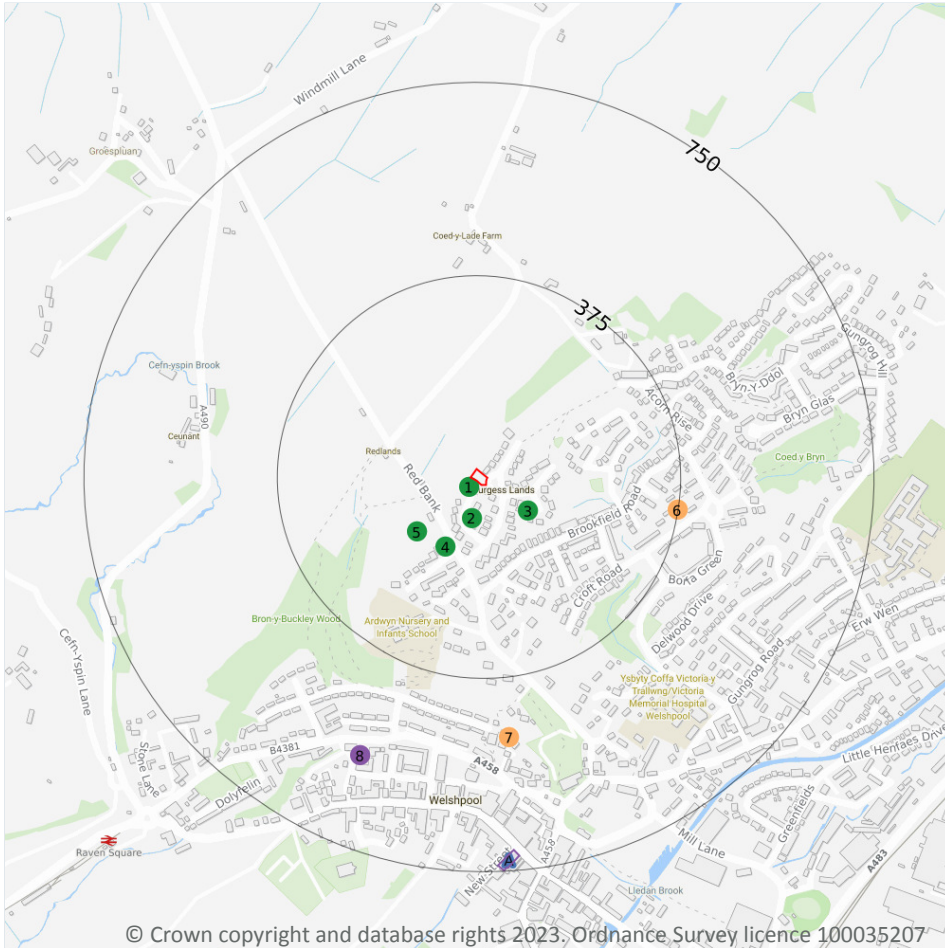


Telecoms

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

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Large projects searched to 750m

3 large developments within 750m from the property have been submitted for planning permission during the last ten years. Large developments are considered to be residential builds of 10 or more houses (or 1-9 units if value is greater than £1 million) and all other projects with a value of £250,000 or more. Please see below for details of the proposed developments.

ID	Details	Description	Online record
ID: 8 Distance: 576 m Direction: SW	Application reference: 19/0099/FUL Application date: 22/01/2019 Council: Powys Accuracy: Proximity	Address: Land At Lansdowne House, Chapel Street, William Ainge, Bowling Green Lane, Welshpool, Powys, SY21 7LB Project: 16 Flats (New/Extension) Last known status: Detailed plans have been granted.	Link

ID	Details	Description	Online record
ID: A Distance: 710 m Direction: S	Application reference: 20/1937/FUL Application date: 26/11/2020 Council: Powys Accuracy: Exact	Address: 30 Broad Street, Welshpool, Powys, SY21 7RR Project: 9 Flats/Houses/1 Bank & 1 Office (Conversion/Extension) Last known status: The application for detail approval has been withdrawn.	Link
ID: A Distance: 710 m Direction: S	Application reference: 20/1938/CAC Application date: 25/11/2020 Council: Powys Accuracy: Exact	Address: 30 Broad Street, Welshpool, Powys, SY21 7RR Project: 9 Flats/Houses/1 Bank & 1 Office (Conversion/Extension) Last known status: The application for detail approval has been withdrawn.	Link

Small projects searched to 500m

2 small developments within 500m from the property have 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: 6 Distance: 373 m Direction: E	Application reference: 22/1340/HH Application date: 27/07/2022 Council: Powys Accuracy: Proximity	Address: 55 Borfa Green, Welshpool, Powys, SY21 7QF Project: Estate Road Last known status: Detailed plans have been granted.	Link
ID: 7 Distance: 492 m Direction: S	Application reference: P/2014/0409 Application date: 24/04/2014 Council: Powys Accuracy: Proximity	Address: Bronhaul, Brook Street, Welshpool, Powys, SY21 7PH Project: 3 Flats Last known status: Detailed plans have been granted.	Link

House extensions and small new builds searched to 250m

5 house extensions and small new builds within 250m from the property have been submitted for planning permission during the last ten years.

ID	Details	Description	Online record
ID: 1 Distance: 19 m Direction: SW	Application reference: 22/1464/OUT Application date: 07/09/2022 Council: Powys Accuracy: Exact	Address: 12 Cefn Hawys, Red Bank, Welshpool, Powys, Wales, SY21 7RH Project: House (Outline) Last known status: Outline approval has been granted.	Link

ID	Details	Description	Online record
ID: 2 Distance: 68 m Direction: S	Application reference: P/2017/1473 Application date: 18/12/2017 Council: Powys Accuracy: Exact	Address: 8 Red Bank, Welshpool, Powys, Wales, SY21 7RH Project: House (Extension) Last known status: Detailed plans have been granted.	Link
ID: 3 Distance: 96 m Direction: SE	Application reference: P/2016/0496 Application date: 06/05/2016 Council: Powys Accuracy: Exact	Address: Endon Burgess Croft, 6 Red Bank, Welshpool, Powys, Wales, SY21 7RJ Project: House (Extension) Last known status: Detailed plans have been granted.	Link
ID: 4 Distance: 140 m Direction: SW	Application reference: 21/1615/HH Application date: 20/08/2021 Council: Powys Accuracy: Exact	Address: Brynawelon, 23 Trem Hafren, Red Bank, Welshpool, Powys, Wales, SY21 7PS Project: House (Extension) Last known status: Detailed plans have been granted.	Link
ID: 5 Distance: 150 m Direction: SW	Application reference: 22/0171/HH Application date: 02/02/2022 Council: Powys Accuracy: Exact	Address: Fron Wylfa, Red Bank, Welshpool, Powys, Wales, SY21 7PR Project: House (Extension) Last known status: Detailed plans have been granted.	Link

Climate change / Flood risk (5 and 30 Years)

Ambiental's FloodScore™ Climate data provides flood risk information from river, tidal and surface water flooding for a range of future time periods and emissions scenarios (Low emissions - RCP 2.6, medium and most likely emissions - RCP 4.5, and high emission - RCP 8.5). The temperature increases shown for each scenario are predicted increases by 2081-2100. The models are based on the UK Climate Projections 2018 (UKCP18). It is plausible that climate change will increase the severity and frequency of flood events in the future. FloodScore™ Climate has been designed to provide banks, building societies and insurers with future flood risk information for their long-term assets. The data within this report is based on the highest risk found within a buffer zone around the buildings. The 'Year' in the table represents the median of the date range used for each modelled timeframe.

Temp increase range	Year	Combined flood risk	River flooding	Coastal flooding	Surface water flooding
RCP 2.6 0.9-2.3°C	2027	Negligible	Negligible	Negligible	Negligible
RCP 2.6 0.9-2.3°C	2055	Negligible	Negligible	Negligible	Negligible

Temp increase range	Year	Combined flood risk	River flooding	Coastal flooding	Surface water flooding
RCP 4.5 1.7-3.2°C	2027	Negligible	Negligible	Negligible	Negligible
RCP 4.5 1.7-3.2°C	2055	Negligible	Negligible	Negligible	Negligible

Temp increase range	Year	Combined flood risk	River flooding	Coastal flooding	Surface water flooding
RCP 8.5 3.2-5.4°C	2027	Negligible	Negligible	Negligible	Negligible
RCP 8.5 3.2-5.4°C	2055	Negligible	Negligible	Negligible	Negligible

This data is sourced from Ambiental Risk Analytics.

Climate change / Natural ground instability (5 and 30 Years)

This data shows the increase in shrink swell subsidence hazards as a result of climate change. When certain soils take in water they can swell, causing heave. Conversely, when these soils dry out they can shrink and cause subsidence. Climate change will result in higher temperature and therefore likely cause periods of drought and an increase in shrink swell subsidence. This data has been produced using the Met Office local projections to accurately model predicted rainfall, it is only available for RCP8.5 (the 'worst case' climate scenario).

Temp increase range	Year	Wet scenario	Average rainfall	Dry scenario
RCP 8.5 3.2-5.4°C	2030s	Highly unlikely	Highly unlikely	Highly unlikely
RCP 8.5 3.2-5.4°C	2050s	Highly unlikely	Highly unlikely	Highly unlikely

This data is sourced from the British Geological Survey.

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	Flooding	
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	Radon	
Current or recent petrol stations	Not identified	Radon	Not identified
Hazardous substance storage/usage	Not identified	Mining features	
Sites designated as Contaminated Land	Not identified	Mine entries	Not identified
Historical licensed industrial activities	Not identified	Mineralised veins	Not identified
Current or recent licensed industrial activities	Not identified	Surface workings	Not identified
Local Authority licensed pollutant release	Not identified	Surface features	Not identified
Pollutant release to surface waters	Not identified	Underground mine workings	Not identified
Pollutant release to public sewer	Not identified	Reported subsidence	Not identified
Dangerous industrial substances (D.S.I. List 1)	Not identified	Mine waste tips	Not identified
		Secured features	Not identified

Mining features

Licence boundaries	Not identified
Researched mining	Not identified
Mining Record Office plans	Not identified
BGS mine plans	Not identified

Mining records

BritPits	Identified
Mineral Planning Areas	Not identified
Non-coal mining areas	Not identified
Mining cavities	Not identified
Coal mining areas	Not identified
Brine areas	Not identified
Gypsum areas	Not identified
Tin mining areas	Not identified

Historical Features

Non-coal mining	Identified
Coal and associated mining	Not identified
Industry associated with mining	Not identified

Geological features

Artificial and made ground (10k)	Not identified
Linear features - mineral veins (10k)	Not identified
Artificial and made ground (50k)	Not identified
Linear features - mineral veins (50k)	Not identified

Satellite monitoring

Satellite monitoring	Not identified
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Natural instability

Property shrink-swell assessment	Not identified
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Natural instability

Shrink-swell clays	Not identified
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Landslides

Landslides	Identified
National landslide database	Not identified
Running sands	Not identified
Compressible deposits	Not identified
Collapsible deposits	Not identified
Dissolution of soluble rocks	Not identified
Natural cavities	Not identified

Coastal Erosion

Complex cliffs	Not identified
Projections with intervention measures in place	Not identified
Projections with no active intervention	Not identified
Complex cliffs	Not identified
Projections with intervention measures in place	Not identified
Projections with no active intervention	Not identified

Infilled land

Infilling from historical mapping	Not identified
Active landfill sites	Not identified
Historical landfill (from Environment Agency records)	Not identified
Historical landfill (from Local Authority and historical mapping records)	Not identified

Sinkholes

Reported recent incidents	Not identified
Recorded incidents (BGS)	Not identified
Recorded incidents (Stantec)	Not identified
Historical incidents	Not 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
Crossrail 1 route	Not identified
Crossrail 1 stations	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

Oil and gas

Oil or gas drilling well	Not identified
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Oil and gas

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	Not identified

Planning

Large projects searched to 750m	Identified
Small projects searched to 500m	Identified
House extensions and small new builds searched to 250m	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
Special Areas of Conservation	Not identified

Planning constraints

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

Climate change

Flood risk (5 and 30 Years)	Identified
Natural ground instability (5 and 30 Years)	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 Ambiantal Risk Analytics. In Scotland the river and coastal flood models are also provided by Ambiantal 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 the Environment Agency (RoFRaS model) and Natural Resources Wales (FRAW model). 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.

The categories associated with the Environment Agency and Natural Resources Wales models are as follows:

RoFRaS (rivers and sea) and FRAW (rivers):

Very Low - The chance of flooding from rivers or the sea is considered to be less than 1 in 1000 (0.1%) in any given year.

Low - The chance of flooding from rivers or the sea is considered to be less than 1 in 100 (1%) but greater than or equal to 1 in 1000 (0.1%) in any given year.

Medium - The chance of flooding from rivers or the sea is considered to be less than 1 in 30 (3.3%) but greater than 1 in 100 (1%) in any given year.

High - The chance of flooding from rivers or the sea is considered to be greater than or equal to 1 in 30 (3.3%) in any given year.

FRAW (sea):

Very Low - The chance of flooding from the sea is considered to be less than 1 in 1000 (0.1%) in any given year.

Low - The chance of flooding from the sea is considered to be less than 1 in 200 (0.5%) but greater than or equal to 1 in 1000 (0.1%) in any given year.

Medium - The chance of flooding from the sea is considered to be less than 1 in 30 (3.3%) but greater than 1 in 200 (0.5%) in any given year.

High - The chance of flooding from the sea is considered to be greater than or equal to 1 in 30 (3.3%) in any given year.

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. The flood risks for these rainfall events are reported where the depth would be greater than the threshold for a standard property to modern building standards. 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 individual Local Authorities. Due to different methodologies used by different Local Authorities the data 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>

ClimateIndex™ data and limitations

Groundsure's ClimateIndex™ is an assessment of the physical risk to the property from hazards which may be exacerbated by climate change. It considers the following hazards only:

- River flooding
- Flooding from the sea and tidal waters
- Surface water flooding
- Shrink swell subsidence
- Coastal erosion

These hazards are assessed using a weighted sum model, which allows for the consistent comparison of hazards between different time periods, emissions scenarios and the relative severity of predicted impacts. All flood and subsidence impacts have been produced using the latest UKCP18 climate prediction models. Assessments are provided for the short term (c.5 years) and medium term (c.30 years) only. A range of [Representative Concentration Pathways \(RCPs\)](#) have been used depending on the source dataset and its derivation. For example, flood data has been provided for RCP2.6, 4.5 and 8.5, whereas subsidence data has been derived using local projections only available for RCP8.5. Each RCP variance has been assigned an appropriate weighting in the calculator to reflect the relative likelihood of that scenario and where a full range of RCP scenarios is not available Groundsure have extrapolated to give equivalent values.

The banding applied to a property reflects its current and future risk from the hazards identified above. If a property's banding does not change from the present day to the medium term, the property's risk profile is not considered likely to be affected by climate change, though risks may still be present. Any increase in the banding of a property indicates that the property has the potential to be affected by climate change.

Band	Description	Short term (c.5 year)	Medium term (c.30 year)
A	No risks of concern predicted	76%	75%
B	Minor risks e.g. low level surface water flooding	15%	15%
C	Minor to moderate risks e.g. river flood event above property threshold	4%	4%
D	Moderate risks e.g. above threshold flood events and significant increase in subsidence potential	2%	2%
E	Significant risks e.g. multiple flood risks above property threshold	2%	2%
F	Severe risks to property e.g. coastal erosion risk	1%	2%

Approximate percentage of properties falling into each band. The figures have been calculated based on an assessment of residential properties only.

Mining information

Non-coal mining assessment

This mining search has been compiled from the archive information held by Groundsure. As with all historic mining records, there is no guarantee or assurance of reliability or accuracy of these records. Not all mining activities were recorded or are publically available. Groundsure can't be held responsible for any omissions or errors in the information upon which our interpretation has been based.

Historical mining records vary in document age, reliability, reproduction, quality of the original record, the reason to produce the original document, the skill of the original surveyor and the accuracy of the available surveying equipment at the time of production. It must be accepted that the information is subject to interpretation. Alternative interpretations may be possible.

In any area, sporadic, un-surveyed and ancient mine workings can exist, and unrecorded mine workings or mineralised veins can never be ruled out. Groundsure cannot be held responsible for any settlement or subsidence associated with unrecorded mining features, or from mining plans that are not publically available.

If the property or site is subject to future development we recommend that the ownership of the minerals below the site's surface is established. This detail may be sought from a legal adviser or via the Land Registry. You can then assess whether there is a possibility of any proposed development disturbing or trespassing upon any minerals in third party ownership at the site.

In addition, a mining site investigation may be required to satisfy planning or building regulation conditions. Contact Groundsure for further advice.

Coal Authority data

This report contains Data provided by the Coal Authority. Any and all analysis and interpretation of Coal Authority Data in this report is made by Groundsure Limited and is in no way supported, endorsed or authorised by the Coal Authority. The use of the data is restricted to the terms and provisions contained in this report. Data reproduced in this report may be the copyright of the Coal Authority and permission should be sought from Groundsure Limited prior to any re-use.

Satellite monitoring

SatSense produces countrywide ground movement products based on satellite radar data. For property movement products in the UK we use data from the ESA Sentinel-1 satellite constellation, which has a resolution of 4 by 14 metres. This means that the smallest objects we can detect are the size of a large shed, and we often get multiple measurement points over individual houses. We receive a new radar image every six days, and data collection started in 2015 (although initially, acquisition frequency was lower). This means we have 250+ measurements in time everywhere in the UK. By analysing this long time history using a technique known as InSAR, we can detect long-term movements as low as 1 mm/yr, which is far below movement levels expected to cause property damage.

What is InSAR?

Interferometric Synthetic Aperture Radar (InSAR) is a processing technique that uses the difference between radar images to detect ground movements with high precision. Two (or more) radar images are overlaid such that they match exactly, and the radar measurements for every matching pixel in the images are differenced. The phase information from this difference is then used to extract ground movement for every pixel. SatSense processes all available data over the United Kingdom.

Why can't we measure everywhere?

A limitation of InSAR is that it relies on consistent radar returns from the reflecting surface (buildings, fields, woodland). While some types of surfaces, like buildings, bridges and bare ground are naturally very consistent, ground cover like dense vegetation and fast-growing crops inherently can vary rapidly over time and therefore interfere with the radar measurement. During our processing, we detect which points provide usable measurements, and which points have had too much interference. This means coverage is variable; dense in urban areas, but much more sparse in rural areas.

Why do we need risk indices?

The SatSense ground movement product measures a wide range of ground movements, from long-term, large regional signals to event level movement of individual points. Not all movements have the same damage potential for buildings. Compare an entire town that is subsiding due to groundwater variations to a single building subsiding due to local instability. Buildings in the subsiding town are all moving at very similar rates, meaning there is little to no relative movement between them. This makes the potential for damage much lower than the individual building moving with respect to its neighbours.

To differentiate between different types of movements, we've developed a way to extract different types of movements that are potentially damaging to property. This information is captured by the SatSense risk indices. These risk indices are described below:

- Property - This shows any long-term differential movement of the property with respect to its immediate surroundings, in other words, very localised movements. Examples of processes that could flag up this risk index would be trees affecting the nearby water table, local ground instability and small scale nearby building work.
- Surrounds – Focuses on slightly larger scale movements, how is the street or estate moving with respect to the wider area. Examples of processes that could flag up this risk index are tunnelling, large scale nearby building work and groundwater extraction.
- Local Area - Our widest scale index, showing how a town/neighbourhood as a whole is moving. This index is normally flagged up due to the presence of large scale historic mining or large scale groundwater extraction. Due to the wide area and the limited potential for damage likely to be associated with this type of movement, this index will only indicate amber or green, never red.
- Gradient – Looks for bending over medium spatial scales. This index will flag up properties that might not be moving much themselves but are being affected by movements in the vicinity.
- Acceleration - Looks at the recent changes in movements, flagging up properties that might not have historically been moving, but have recently seen an increase. It also provides information on whether properties that have moved historically continue to move, or whether the movement is decreasing.
- Range – Looks at the amplitude of movement over time. This will highlight periodic (seasonal) movements, and event style movements like sinkholes.

National Coastal Erosion Risk Mapping (NCERM)

The National Coastal Erosion Risk Mapping (2018-2021) shows the coastal baseline. This baseline is split to 'frontages'. These are defined as lengths of the coast with consistent characteristics based on the cliff behaviour characteristics and the defence characteristics. It is intended as an up-to-date and reliable benchmark dataset showing erosion extents and rates for three periods:

- Short Term (0 – 20yr);
- Medium Term (20 – 50yr); and
- Long Term (50 – 100yr).

For the 5th, 50th and 95th percentile confidence levels (degrees of certainty, where 95th percentile equates to 95% certainty) for:

- No Active Intervention Policy Scenario; and
- With the implementation of Shoreline Management Plan (SMP) 2 Policies.

Defence type and SMP policies for each of the three periods described above are included.

The data and associated information is intended for guidance - it cannot provide details for individual properties. The NCERM information considers the predominant risk at the coast, although flooding and erosion processes are often linked, and data on the erosion of foreshore features are, in general, not included.

The data describes the upper and lower estimates of erosion risk at a particular location, within which the actual location of the coastline is expected to lie. The data does not estimate the absolute location of the future coastline. Details of geologically complex areas, known as "complex cliffs" are, in general, not included within the estimates of erosion risk due to the inherent uncertainties associated with predicting the timing and extent of erosion at these locations.

This dataset succeeds National Coastal Erosion Risk Mapping (NCERM) - National (2012 - 2017) Attribution statement: © Environment Agency copyright and/or database right

BGS Property Shrink Swell Assessment

This dataset uses OS Open Maps building polygons to derive its assessment. These are often representative of more than one building and so the score assigned is representative of the highest risk found within the connected building units e.g. a pair of semi-detached properties or a terraced row. The baseline mapping used to derive the assessment will be updated at least annually.

The assessment does not cover any man-made hazards and is based on, and limited to the input datasets including OS Open Buildings, Office for National Statistics data, Bluesky Tree Map and BGS GeoSure shrink-swell. An indication of natural ground instability related to shrink-swell does not necessarily mean that a location will definitely be affected by ground movement or subsidence. Such an assessment can only be made by inspection of the area by a qualified professional.

Conveyancing Information Executive and our terms & conditions

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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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If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure.

If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Standards.

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

COMPLAINTS PROCEDURE: If you want to make a complaint, we will:

- acknowledge it within 5 working days of receipt
- normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
- liaise, at your request, with anyone acting formally on your behalf

Complaints should be sent to:

Operations Director, Groundsure Ltd, Nile House, Nile Street, Brighton, BN1 1HW. Tel: 01273 257 755. Email: info@groundsure.com If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk We will co-operate fully with the Ombudsman during an investigation and comply with their final decision.

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