

Auction Pack Contents Page

Property address: Bryn Isel, The Bank, Newtown, SY16 2AB

Title Number: WA960464

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CONTRACT

Incorporating the Standard Commercial Property Conditions (Third Edition - 2018 Revision)

Date :
Seller : WHITTAKER AND CO (UK)
LIMITED (CRN 08203062)

Buyer :

Property (freehold) : Bryn Isel
The Bank
Newtown
SY16 2AB

Title Number : WA960464

Specified incumbrances : Matters referred to and contained in the Property and Charges Register of the above registered title as evidenced by Office Copy Entries dated the 12th December 2024 timed at 11:55:58 save for those charges of a financial nature

Completion date :

Contract rate : 4% above the base rate for the time being of HSBC UK Bank plc

Purchase price : exclusive of any VAT
Plus search reimbursement of £326.10

Deposit :

Balance : Click or tap here to enter text.

For conveyancer's use only

Buyer's conveyancer

Seller's conveyancer

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

Time

The information above does not form part of the Contract

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

Authorised to sign on behalf of
Seller/Buyer

STANDARD COMMERCIAL PROPERTY CONDITIONS (THIRD EDITION - 2018 REVISION)

PART 1

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 bankless, in either case, any proper charges for handling the money
 - (b) "apportionment day" has the meaning given in condition 9.3.2
 - (c) "clearing bank" means a bank admitted by the Bank of England as a direct participant in its CHAPS system
 - (d) "completion date" has the meaning given in condition 9.1.1
 - (e) "contract rate" means the Law Society's interest rate from time to time in force
 - (f) "conveyancer" has the meaning given by rule 217A of the Land Registration Rules 2003
 - (g) "lease" includes sub-lease, tenancy and agreement for a lease or sub-lease
 - (h) "mortgage" means a mortgage or charge securing the performance of any obligation (whether or not for the payment of money)
 - (i) "notice to complete" means a notice requiring completion of the contract in accordance with condition 9.8
 - (j) "option to tax" means an option to tax any land having effect under Part 1 of Schedule 10 to the Value Added Tax Act 1994 and references to exercising the option to tax include electing to waive exemption under previous legislation and option in this context includes such an election
 - (k) "post" includes postal services provided by a postal operator and "postal services" has the meaning given to it by section 27(1)(a) and (c) of the Postal Services Act 2011 and "postal operator" has the meaning given by section 27(3) and (4) of that Act
 - (l) "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
 - (m) "requisition" includes objection
 - (n) "transfer" includes conveyance and assignment
 - (o) "VAT" means value added tax
 - (p) "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 it would 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 those to which the sale is expressly subject).
- 1.1.4 (a) The conditions in Part 1 apply subject to any variations or exclusions in the contract.
- (b) A condition in Part 2 only applies if expressly incorporated into 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 is to 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 by:
- (a) fax to a fax number for the intended recipient expressly given in the contract for that purpose, or
 - (b) e-mail to an e-mail address for the intended recipient expressly given in the contract for that purpose.
- 1.3.4 Subject to conditions 1.3.5 to 1.3.7, a notice is given and a document delivered when it is received.
- 1.3.5 (a) A notice or document sent through the document exchange is received when it is available for collection.
- (b) A notice or document which is received after 4.00 p.m. 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 the actual time of receipt.
- 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 4.00 pm on the second working day after posting |
| (b) by second class post: | before 4.00 pm on the third working day after posting |
| (c) through a document exchange: | before 4.00 pm 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: | one hour after despatch |
- 1.3.8 In condition 1.3.7, "first class post" means a postal service which seeks to deliver posted items no later than the next working day in all or the majority of cases.

1.4 Assignment and sub-sales

1.4.1 The buyer is not entitled to transfer the benefit of the contract.

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

1.5 Third party rights

Nothing in this contract creates rights under the Contracts (Rights of Third Parties) Act 1999 intended to be enforceable by third parties.

2. VAT STANDARD RATED SUPPLY

2.1 The seller warrants that the sale of the property will constitute a supply chargeable to VAT at the standard rate.

2.2 The buyer is to pay to the seller on completion an additional amount equal to the VAT in exchange for a VAT invoice from the seller.

3. FORMATION

3.1 Date

3.1.1 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.

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

3.2 Deposit

3.2.1 Unless otherwise agreed, the buyer is to pay a deposit of 10 per cent of the purchase price no later than the date of the contract. Where the agreed deposit is less than 10 per cent of the purchase price, condition 9.8.3 applies.

3.2.2 Except on a sale by auction the deposit is to be paid 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 and is to be held by the seller's conveyancer as stakeholder on terms that on completion it is to be paid to the seller with accrued interest.

3.3 Auctions

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

3.3.2 The sale is subject to a reserve price.

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

3.3.4 The auctioneer may refuse any bid.

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

3.3.6 The auctioneer is to hold the deposit as agent for the seller.

3.3.7 If any 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.

4. MATTERS AFFECTING THE PROPERTY

4.1 Freedom from incumbrances

4.1.1 The seller is selling the property free from incumbrances, other than those mentioned in condition 4.1.2.

4.1.2 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) matters, other than mortgages, disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into the contract

(e) public requirements.

4.1.3 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 it learns about concerning a matter covered by condition 4.1.2.

4.1.4 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.

4.2 Physical state

4.2.1 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.

4.2.2 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.

4.2.3 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.

5. LEASES AFFECTING THE PROPERTY

5.1 General

5.1.1 This condition applies if any part of the property is sold subject to a lease.

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

5.1.3 The seller is not to serve a notice to end the lease nor to accept a surrender.

5.1.4 The seller is to inform the buyer without delay if the lease ends.

5.1.5 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.

5.1.6 If the property does not include all the land let, the seller may apportion the rent and, if the lease is a new tenancy, the buyer may require the seller to apply under section 10 of the Landlord and Tenant (Covenants) Act 1995 for the apportionment to bind the tenant.

5.2 Property management

5.2.1 The seller is promptly to give the buyer full particulars of:

(a) any court or arbitration proceedings in connection with the lease, and

(b) any application for a licence, consent or approval under the lease.

5.2.2 Conditions 5.2.3 to 5.2.8 do not apply to a rent review process to which condition 6.1 applies or any negotiations or proceedings to which condition 6.2 applies.

5.2.3 Subject to condition 5.2.4, the seller is to conduct the proceedings in accordance with written directions given by the buyer from time to time (for which the seller is to apply), unless to do so might place the seller in breach of an obligation to the tenant or a statutory duty.

- 5.2.4 If the seller applies for directions from the buyer in relation to a proposed step in the proceedings and the buyer does not give such directions within 10 working days, the seller may take or refrain from taking that step as it thinks fit.
- 5.2.5 The buyer is to indemnify the seller against all loss and expense resulting from the seller's conduct of the proceedings in accordance with the buyer's directions.
- 5.2.6 Unless the buyer gives written consent, the seller is not to:
- grant or formally withhold any licence, consent or approval under the lease, or
 - serve any notice or take any action (other than action in court or arbitration proceedings) as landlord under the lease.
- 5.2.7 When the seller applies for the buyer's consent under condition 5.2.6:
- the buyer is not to withhold its consent or attach conditions to the consent where to do so might place the seller in breach of an obligation to the tenant or a statutory duty
 - the seller may proceed as if the buyer has consented when:
 - in accordance with paragraph (a), the buyer is not entitled to withhold its consent, or
 - the buyer does not refuse its consent within 10 working days.
- 5.2.8 If the buyer withholds or attaches conditions to its consent, the buyer is to indemnify the seller against all loss and expense resulting from such withholding or attachment of conditions.
- 5.2.9 In all other respects, the seller is to manage the property in accordance with the principles of good estate management until completion.
- 5.3 Continuing liability**
At the request and cost of the seller, the buyer is to support any application by the seller to be released from the landlord covenants in a lease to which the property is sold subject.
- 6. RENT REVIEWS AND PENDING LEASE RENEWALS**
- 6.1 Rent reviews**
- 6.1.1 Subject to condition 6.1.3, this condition 6.1 applies if:
- the rent reserved by a lease of all or part of the property is to be reviewed
 - the seller is either the landlord or the tenant
 - the rent review process starts before actual completion, and
 - no reviewed rent has been agreed or determined at the date of the contract.
- 6.1.2 The seller is to conduct the rent review process until actual completion, after which the buyer is to conduct it.
- 6.1.3 Conditions 6.1.4 and 6.1.5 cease to apply on actual completion if the reviewed rent will only be payable in respect of a period after that date or if the rent review date precedes the completion date by more than two years.
- 6.1.4 In the course of the rent review process, the seller and the buyer are each to:
- act promptly with a view to achieving the best result obtainable
 - consult with and have regard to the views of the other
 - provide the other with copies of all material correspondence and papers
 - ensure that its representations take account of matters put forward by the other, and
 - keep the other informed of progress.
- 6.1.5 Neither the seller nor the buyer is to agree a rent figure unless it has been approved in writing by the other (such approval not to be unreasonably withheld).
- 6.1.6 The seller and the buyer are each to bear their own costs of the rent review process.
- 6.1.7 Unless the rent review date precedes the apportionment day, the buyer is to pay the costs of a third party appointed to determine the rent.
- 6.1.8 Where the rent review date precedes the apportionment day, those costs are to be divided as follows:
- the seller is to pay the proportion that the number of days from the rent review date to the apportionment day bears to the number of days from that rent review date until either the following rent review date or, if none, the expiry of the term, and
 - the buyer is to pay the balance.
- 6.2 Pending lease renewals**
- 6.2.1 This condition 6.2 applies if:
- the tenancy created by a lease of all or part of the property is continuing under Part II of the Landlord and Tenant Act 1954 at the date of the contract or at actual completion
 - the seller is the competent landlord, and
 - any of the following have been neither agreed nor determined at the date of the contract: an interim rent, the termination of the tenancy or the terms of a new tenancy.
- 6.2.2 Until actual completion the seller is to conduct any negotiations or proceedings relating to the matters mentioned in condition 6.2.1(c), after which the buyer is to conduct those negotiations or proceedings and is to apply without delay to be substituted for the seller as a party in any such proceedings.
- 6.2.3 In the course of those negotiations or proceedings, the buyer and the seller are each to act as described in condition 6.1.4(a) to (e).
- 6.2.4 Neither the seller nor the buyer is to agree an interim rent or any of the terms of the new tenancy without the written approval of the other (such approval not to be unreasonably withheld).
- 6.2.5 As from actual completion conditions 6.2.3 and 6.2.4 apply only to negotiations or proceedings relating to or affecting the amount of any rent (including any interim rent) payable from a date before actual completion.
- 6.2.6 The seller and the buyer are each to bear their own costs of the negotiations or proceedings.
- 7. TITLE AND TRANSFER**
- 7.1 Proof of title**
- 7.1.1 Without cost to the buyer, the seller is to provide the buyer with proof of the title to the property and of the seller's ability to transfer it or to procure its transfer.
- 7.1.2 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.
- 7.1.3 Where the property has an unregistered title, the proof is to include:
- an abstract of title or an epitome of title with photocopies of the documents, and
 - 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.
- 7.2 Requisitions**
- 7.2.1 The buyer may not raise requisitions:
- on any title shown by the seller taking the steps described in condition 7.1.1 before the contract was made
 - in relation to the matters covered by condition 4.1.2.
- 7.2.2 Notwithstanding condition 7.2.1, the buyer may, within six working days of a matter coming to its attention after the contract was made, raise written requisitions on that matter. In that event steps 3 and 4 in condition 7.3.1 apply.
- 7.2.3 On the expiry of the relevant time limit under condition 7.2.2 or condition 7.3.1, the buyer loses its right to raise requisitions or to make observations.
- 7.3 Timetable**
- 7.3.1 Subject to condition 7.2 and to the extent that the seller did not take the steps described in condition 7.1.1 before the contract was made, the following are the steps for deducing and investigating the title to the property to be taken within the following time limits:
- | Step | Time limit |
|--|--|
| 1. The seller is to comply with condition 7.1.1 | 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 its title, but the buyer may, within six working days from delivery of any further evidence, raise further requisitions resulting from that evidence.
- 7.3.2 The parties are to take the following steps to prepare and agree the transfer of the property within the following time limits:
- | Step | Time limit |
|---|--|
| A. The buyer is to send the seller a draft transfer | At least twelve working days before completion date |
| B. The seller is to approve or revise that draft and either return it or retain it for use as the actual transfer | Four working days after delivery of the draft transfer |
| C. If the draft is returned the buyer is to send an engrossment to the seller | At least five working days before completion date |
- 7.3.3 Periods of time under conditions 7.3.1 and 7.3.2 may run concurrently.
- 7.3.4 If the period between the date of the contract and completion date is less than 15 working days, the time limits in conditions 7.2.2, 7.3.1 and 7.3.2 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.
- 7.4 Defining the property**
- 7.4.1 The seller need not:
- prove the exact boundaries of the property
 - prove who owns fences, ditches, hedges or walls
 - separately identify parts of the property with different titles further than it may be able to do from information in its possession.
- 7.4.2 The buyer may, if to do so is reasonable, require the seller to make or obtain, pay for and hand over a statutory declaration about facts relevant to the matters mentioned in condition 7.4.1. The form of the declaration is to be approved by the buyer (such approval not to be unreasonably withheld).
- 7.5 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.
- 7.6 Transfer**
- 7.6.1 The buyer does not prejudice its right to raise requisitions, or to require replies to any raised, by taking steps in relation to the preparation or agreement of the transfer.
- 7.6.2 Subject to conditions 7.6.3 and 7.6.4, the seller is to transfer the property with full title guarantee.
- 7.6.3 The transfer is to have effect as if the disposition is expressly made subject to all matters covered by condition 4.1.2.
- 7.6.4 If the property is leasehold, the transfer 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.
- 7.6.5 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.

7.6.6 Where the seller's title to the property is not registered at Land Registry, the seller is to arrange at its expense that, in relation to every document of title which the buyer does not receive on completion, the buyer is to have the benefit of:

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

8. RISK AND INSURANCE

8.1 Risk

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

8.2 Responsibility for insuring

8.2.1 Conditions 8.2.2 and 8.2.3 apply if:

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

8.2.2 The seller is to:

- (a) do everything required to continue to maintain the policy, including the prompt payment of any premium which falls due
- (b) increase the amount or extent of the cover as requested by the buyer if the insurers agree and the buyer pays the additional premium
- (c) permit the buyer to inspect the policy, or evidence of its terms, at any time
- (d) if the policy does not cover a contractual purchaser's interest in the property, extend the cover accordingly at the buyer's request and expense, if the insurers agree, for the period until completion
- (e) pay to the buyer, immediately on receipt, any part of an additional premium which the buyer paid and which is returned by the insurers
- (f) if before completion the property suffers loss or damage:
 - (i) pay to the buyer on completion the amount of policy monies which the seller has received, so far as not applied in repairing or reinstating the property, and
 - (ii) if no final payment has then been received, assign to the buyer, at the buyer's expense, all rights to claim under the policy in such form as the buyer reasonably requires and pending execution of the assignment, hold any policy monies received in trust for the buyer
- (g) on completion:
 - (i) cancel the insurance policy
 - (ii) apply for a refund of the premium and pay the buyer, immediately on receipt, any amount received which relates to a part of the premium which was paid or reimbursed by a tenant or third party. The buyer is to hold the money paid subject to the rights of that tenant or third party.

8.2.3 The buyer is to pay the seller a proportionate part of the premium which the seller paid in respect of the period from the date when the contract is made to the date of actual completion, except so far as the seller is entitled to recover it from a tenant.

8.2.4 Unless condition 8.2.2 or 8.2.5 applies:

- (a) the seller is under no obligation to the buyer to insure the property
- (b) 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 for the seller, the purchase price is to be abated by the amount of that reduction.

8.2.5 Where the property is leasehold and the property, or any building containing it, is insured by a reversioner or other third party

- (a) the seller is to use reasonable efforts to ensure that the insurance is maintained until completion
- (b) 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.

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

8.2.7 If the policy does not extend cover to a contractual purchaser's loss of rent from the property following completion, the seller has no responsibility to arrange for it to do so.

9. COMPLETION

9.1 Date

9.1.1 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.

9.1.2 If the money due on completion is received after 2.00 p.m., completion is to be treated, for the purposes only of conditions 9.3 and 10.3, as taking place on the next working day as a result of the buyer's default.

9.1.3 Condition 9.1.2 does not apply and the seller is treated as in default if:

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

9.2 Arrangements and place

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

9.2.2 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.

9.3 Apportionments

9.3.1 Subject to condition 9.3.6 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.

9.3.2 The day from which the apportionment is to be made ('apportionment day') is:

- (a) if the whole property is sold with vacant possession or the seller exercises its option in condition 10.3.4, the date of actual completion, or

(b) otherwise, completion date.

9.3.3 In apportioning any sum, it is to be assumed that the buyer owns the property from the beginning of the day on which the apportionment is to be made.

9.3.4 A sum to be apportioned is to be treated as:

- (a) payable for the period which it covers, except that if it is an instalment of an annual sum the buyer is to be attributed with an amount equal to 1/365th of the annual sum for each day from and including the apportionment day to the end of the instalment period
- (b) accruing:
 - (i) from day to day, and
 - (ii) at the rate applicable from time to time.

9.3.5 When a sum to be apportioned, or the rate at which it is to be treated as accruing, is not known or easily ascertainable:

- (a) at completion, a provisional apportionment is to be made according to the best estimate available
- (b) if the sum to be provisionally apportioned is rent or service charge subject to review, final determination or adjustment, the provisional apportionment is to be made according to the amount payable on account
- (c) as soon as the amount is known, a final apportionment is to be made and notified to the other party
- (d) subject to condition 9.3.8, any resulting balance is to be paid no more than ten working days later, and if not then paid, so much of the balance as is from time to time unpaid is to bear interest at the contract rate from then until payment.

9.3.6 Where a lease of the property requires the tenant to reimburse the landlord for expenditure on goods or services, on completion:

- (a) the buyer is to pay the seller the amount of any expenditure already incurred by the seller but not yet due from the tenant and in respect of which the seller provides the buyer with the information and vouchers required for its recovery from the tenant, and
- (b) the seller is to credit the buyer with payments already recovered from the tenant but not yet incurred by the seller.

9.3.7 Condition 9.3.8 has effect if any part of the property is sold subject to a lease and Case 1 or Case 2 below applies:

- (a) Case 1 is that:
 - (i) on completion any rent or other sum payable under the lease is due but not paid,
 - (ii) the contract does not provide that the buyer is to assign to the seller the right to collect any arrears due to the seller under the terms of the contract, and
 - (iii) the seller is not entitled to recover any arrears from the tenant
- (b) Case 2 is that:
 - (i) a reviewed rent or interim rent is agreed or determined after actual completion as a result either of a review to which condition 6.1 applies or of negotiations or proceedings to which condition 6.2 applies, and
 - (ii) an additional sum then becomes payable or an allowance becomes due in respect of a period before the apportionment day.

9.3.8 (a) The buyer is to seek to collect all sums due from the tenant in the circumstances referred to in condition 9.3.7 in the ordinary course of management, but need not take legal proceedings or exercise the commercial rent arrears recovery (CRAR) procedure.

(b) A payment made on account of those sums is to be apportioned between the parties in the ratio of the amounts owed to each, notwithstanding that the tenant exercises its right to appropriate the payment in some other manner.

(c) Any part of a payment on account received by one party but due to the other is to be paid no more than ten working days after the receipt of cash or cleared funds and, if not then paid, the sum is to bear interest at the contract rate until payment.

(d) Any allowance due to the tenant is to be apportioned between the parties in the ratio of the amounts owed by each of them.

9.4 Amount payable

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

- (a) apportionments made under condition 9.3
- (b) any compensation to be paid or allowed under condition 10.3
- (c) any sum payable under condition 8.2.2 or 8.2.3.

9.5 Title deeds

9.5.1 As soon as the buyer has complied with all its obligations under this contract on completion the seller is to hand over the documents of title.

9.5.2 Condition 9.5.1 does not apply to any documents of title relating to land being retained by the seller after completion.

9.6 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.

9.7 Means of payment

The buyer is to pay the money due on completion by electronic means in same day cleared funds 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 and, if appropriate, by an unconditional release of a deposit held by a stakeholder.

9.8 Notice to complete

9.8.1 At any time after the time applicable under condition 9.1.2 on completion date, a party who is ready, able and willing to complete may give the other a notice to complete.

9.8.2 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.

9.8.3 On receipt of a notice to complete:

- (a) if the buyer paid no deposit, it is without delay to pay a deposit of 10 per cent of the purchase price

- (b) if the buyer paid a deposit of less than 10 per cent of the purchase price, it is without delay to pay a further deposit equal to the balance of that 10 per cent.
- 10. REMEDIES**
- 10.1 Errors and omissions**
If any plan or statement in the contract, or in the negotiations leading to it, is or was misleading or inaccurate due to an error or omission by the seller, the remedies available to the buyer are as follows:
- (a) when there is a material difference between the description or value of the property, or any of the contents included in the contract, as represented and as it is, the buyer is entitled to damages
- (b) an error or omission only entitles the buyer to rescind the contract:
- (i) where it results from fraud or recklessness, or
- (ii) where the buyer would be obliged, to its prejudice, to accept property differing substantially (in quantity, quality or tenure) from what the error or omission had led it to expect.
- 10.2 Rescission**
If either party rescinds the contract:
- (a) unless the rescission is a result of the buyer's breach of contract the deposit is to be repaid to the buyer with accrued interest
- (b) the buyer is to return any documents it received from the seller and is to cancel any registration of the contract
- (c) the seller's duty to pay any returned premium under condition 8.2.2(e) (whenever received) is not affected.
- 10.3 Late completion**
- 10.3.1** If the buyer defaults in performing its obligations under the contract and completion is delayed, the buyer is to pay compensation to the seller.
- 10.3.2** Compensation is calculated at the contract rate on an amount equal to the purchase price (less any deposit paid) for the period between completion date and actual completion, but ignoring any period during which the seller was in default.
- 10.3.3** Any claim by the seller for loss resulting from delayed completion is to be reduced by any compensation paid under this contract.
- 10.3.4** Where the sale is not with vacant possession of the whole property and completion is delayed, the seller may give notice to the buyer, before the date of actual completion, that it will take the net income from the property until completion as well as compensation under condition 10.3.1.
- 10.4 After completion**
Completion does not cancel liability to perform any outstanding obligation under the contract.
- 10.5 Buyer's failure to comply with notice to complete**
- 10.5.1** If the buyer fails to complete in accordance with a notice to complete, the following terms apply.
- 10.5.2** The seller may rescind the contract, and if it does so:
- (a) it may
- (i) forfeit and keep any deposit and accrued interest
- (ii) resell the property and any contents included in the contract
- (iii) claim damages
- (b) the buyer is to return any documents it received from the seller and is to cancel any registration of the contract.
- 10.5.3** The seller retains its other rights and remedies.
- 10.6 Seller's failure to comply with notice to complete**
- 10.6.1** If the seller fails to complete in accordance with a notice to complete, the following terms apply.
- 10.6.2** The buyer may rescind the contract, and if it does so:
- (a) the deposit is to be repaid to the buyer with accrued interest
- (b) the buyer is to return any documents it received from the seller and is, at the seller's expense, to cancel any registration of the contract.
- 10.6.3** The buyer retains its other rights and remedies.
- 11. LEASEHOLD PROPERTY**
- 11.1 Existing leases**
- 11.1.1** The following provisions apply to a sale of leasehold land.
- 11.1.2** 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.
- 11.2 New leases**
- 11.2.1** The following provisions apply to a contract to grant a new lease.
- 11.2.2** The conditions apply so that:
- (a) "seller" means the proposed landlord
- (b) "buyer" means the proposed tenant
- (c) "purchase price" means the premium to be paid on the grant of a lease.
- 11.2.3** The lease is to be in the form of the draft attached to the contract.
- 11.2.4** 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 Land Registry with an absolute title.
- 11.2.5** 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.
- 11.2.6** The buyer is to execute the counterpart and deliver it to the seller on completion.
- 11.3 Consents**
- 11.3.1** (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.
- 11.3.2** (a) The seller is to:
- (i) apply for the consent at its expense, and to use all reasonable efforts to obtain it
- (ii) give the buyer without delay a copy of all correspondence with a reversioner (whether or not immediate) in relation to obtaining the consent
- (iii) give the buyer notice without delay on obtaining the consent
- (b) The buyer is to comply with all reasonable requirements, including requirements for the provision of information and references.
- 11.3.3** Where the consent of a reversioner (whether or not immediate) is required to an assignment or sub-letting, then so far as the reversioner lawfully imposes such a condition:
- (a) the buyer is to:
- (i) covenant directly with the reversioner to perform and observe the tenant's covenants and the conditions in the seller's lease or (in the case of a sub-letting by the seller) in the new sub-lease
- (ii) use reasonable endeavours to provide guarantees of the performance and observance of the tenant's covenants and the conditions in the seller's lease or (in the case of a sub-letting by the seller) in the new sub-lease
- (iii) execute or procure the execution of the licence
- (b) the seller, in the case of an assignment, is to enter into an authorised guarantee agreement.
- 11.3.4** Neither party may object to a reversioner's consent given subject to a condition:
- (a) which under section 19(1A) of the Landlord and Tenant Act 1927 is not regarded as unreasonable, and
- (b) which is lawfully imposed under an express term of the lease.
- 11.3.5** If any required consent has not been obtained by the original completion date:
- (a) the time for completion is to be postponed until five working days after the seller gives written notice to the buyer that the consent has been given or a court has declared that consent has been unreasonably withheld
- (b) the postponed date is to be treated as the completion date.
- 11.3.6** At any time after six months from the original completion date, either party may rescind the contract by notice to the other, if:
- (a) consent has still not been given, and
- (b) no declaration has been obtained from the court that consent has been unreasonably withheld.
- 11.3.7** If the contract is rescinded under condition 11.3.6 the seller is to remain liable for any breach of condition 11.3.2(a) or 11.3.3(b) and the buyer is to remain liable for any breach of condition 11.3.2(b) or 11.3.3(a) but condition 10.2 is to apply as if neither party is in breach of contract.
- 11.3.8** A party in breach of its obligations under condition 11.3.2 or 11.3.3 cannot rescind under condition 11.3.6 for so long as its breach is a cause of the consent being withheld.
- 12. CONTENTS**
- 12.1** 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.
- 12.2** The contract takes effect as a contract for the sale of goods.
- 12.3** The buyer takes the contents in the physical state they are in at the date of the contract.
- 12.4** Ownership of the contents passes to the buyer on actual completion but they are at the buyer's risk from the contract date.
- PART 2***
- A. VAT**
- A1 Not a taxable supply**
- A1.1** Condition 2 does not apply.
- A1.2** The seller:
- (a) warrants that the sale of the property does not constitute a supply that is taxable for VAT purposes
- (b) agrees not to exercise the option to tax in relation to the property, and
- (c) cannot require the buyer to pay any amount in respect of any liability to VAT arising in respect of the sale of the property, unless condition A1.3 applies.
- A1.3** If, solely as a result of a change in law made and coming into effect between the date of the contract and completion, the sale of the property will constitute a supply chargeable to VAT, the buyer is to pay to the seller on completion an additional amount equal to that VAT in exchange for a VAT invoice from the seller.
- A1.4** The buyer is to pay to the seller on completion an additional amount equal to any VAT charged on the supply of any contents included in the sale in exchange for a VAT invoice from the seller.
- A2 Transfer of a going concern**
- A2.1** Condition 2 does not apply.
- A2.2** In this condition "TOGC" means a transfer of a business as a going concern treated as neither a supply of goods nor a supply of services by virtue of article 5 of the Value Added Tax (Special Provisions) Order 1995.
- A2.3** The seller warrants that it is using the property for the business of letting to produce rental income.
- A2.4** The buyer is to comply with the conditions to be met by a transferee under article 5(1) and 5(2) for the sale to constitute a TOGC.
- A2.5** The buyer is, on or before the earlier of:
- (a) completion date, and
- (b) the earliest date on which a supply of the property could be treated as made by the seller under this contract if the sale does not constitute a TOGC,
- to notify the seller that paragraph (2B) of article 5 of the Value Added Tax (Special Provisions) Order 1995 does not apply to the buyer.
- A2.6** The parties are to treat the sale as a TOGC at completion if the buyer provides written evidence to the seller before completion that it is a taxable person and that it has exercised an option to tax in relation to the property and has given a written notification of the exercise of such option in conformity with article 5(2A) and has given the notification referred to in condition A2.5.
- A2.7** The buyer may not revoke its option to tax in relation to the property at any time.
- A2.8** If the parties treat the sale at completion as a TOGC but it is later determined that the sale was not a TOGC, then within five working days of that determination the buyer is to pay to the seller:
- (a) an amount equal to the VAT chargeable in respect of the supply of the property, in exchange for a VAT invoice from the seller, and

- (b) except where the sale is not a TOGC because of an act or omission of the seller, an amount equal to any interest or penalty for which the seller is liable to account to HM Revenue and Customs in respect of or by reference to that VAT.
- A2.9 If the seller obtains the consent of HM Revenue and Customs to retain its VAT records relating to the property, it is to make them available to the buyer for inspection and copying at reasonable times on reasonable request during the six years following completion.

B. CAPITAL ALLOWANCES

- B1 In this condition "the Act" means the Capital Allowances Act 2001.
- B2 To enable the buyer to make and substantiate claims under the Act in respect of the property, the seller is to use its reasonable endeavours to provide, or to procure that its agents provide:
- (a) copies of all relevant information in its possession or that of its agents, and
 - (b) whatever co-operation and assistance the buyer may reasonably require.
- B3 If the seller has claimed capital allowances under Chapter 14 of the Act in respect of expenditure on plant and machinery that is a fixture:
- (a) the seller is to take such steps and provide such information and written statements as the buyer may reasonably require to enable the buyer to meet the requirements of section 187A and section 187B of the Act
 - (b) the buyer is to use the information provided only for the stated purpose
 - (c) the buyer may not without the consent of the seller disclose the information which the seller expressly provides on a confidential basis
 - (d) on completion, the seller and the buyer are jointly to make an election under section 198 of the Act which is consistent with the apportionment in the Special Conditions
 - (e) the seller and the buyer are each promptly to submit the amount fixed by that election to HM Revenue and Customs for the purposes of their respective capital allowance computations
 - (f) the seller is to bring into account the disposal value of the fixtures fixed by the election in its tax return for the chargeable period in which completion takes place.
- B4 If the seller is not entitled to claim allowances under Chapter 14 of the Act in respect of expenditure on plant and machinery that is a fixture but the buyer wishes to make such a claim:
- (a) the seller is to use its reasonable endeavours to trace information about the historic expenditure from a predecessor in title of the seller by whom the expenditure was most recently incurred to enable the buyer to claim any available allowance in respect of the historic expenditure and to assist the buyer to do so
 - (b) the buyer is to indemnify the seller for the reasonable professional costs it properly incurs in complying with its obligations under (a).

C. REVERSIONARY INTERESTS IN FLATS

C1 No tenants' rights of first refusal

- C1.1 In this condition, sections refer to sections of the Landlord and Tenant Act 1987 and expressions have the special meanings given to them in that Act.
- C1.2 The seller warrants that:
- (a) it gave the notice required by section 5
 - (b) no acceptance notice was served on the landlord or no person was nominated for the purposes of section 6 during the protected period, and
 - (c) that period ended less than 12 months before the date of the contract.

C2 Tenants' rights of first refusal in auction sales

- C2.1 In this condition, sections refer to sections of the Landlord and Tenant Act 1987 and expressions have the special meanings given to them in that Act.
- C2.2 The seller warrants that:
- (a) it gave the notice required by section 5B, and
 - (b) it has given the buyer a copy of:
 - (i) any acceptance notice served on the landlord
 - (ii) any nomination of a person duly nominated for the purposes of section 6 and
 - (iii) any notice served on the landlord electing that section 8B shall apply.
- C2.3 The following additional provisions shall apply:
- (a) condition 9.1.1 applies as if "thirty working days" were substituted for "twenty working days"
 - (b) the seller is to send a copy of the contract to the nominated person as required by section 8B(3), and
 - (c) if the nominated person serves notice under section 8B(4):
 - (i) the seller is to give the buyer a copy of the notice, and
 - (ii) condition 10.2 is to apply as if the contract had been rescinded.

*The conditions in Part 2 do not apply unless expressly incorporated. See condition 1.1.4(b).

SPECIAL CONDITIONS

[Click or tap here to enter text.](#)

1. This contract incorporates the Standard Commercial Property Conditions (Second Edition).
2. The property is sold with vacant possession
3. The Property is sold subject to and with the benefit of all rights, easements, privileges, and appurtenances benefiting the Property, whether public or private, and whether constituted in the title of the Property or otherwise, and all matters contained or referred to in the registers of title save for financial charges.
4. The Buyer shall, in the transfer, covenant with the Seller to observe and comply with all covenants and to fully and effectually indemnify the Seller against any future breach or non-observance.
5. The Property is sold subject to the Incumbrances on the Property and the Buyer will raise no requisitions on them.
6. The Buyer hereby confirms that they have inspected the Property and have entered into this Contract on the basis of such inspection and not in reliance on any representation warranty or statements written or implied made by or on behalf of the Seller except the Seller's Solicitor's written replies to any pre-contract enquiries.
7. In the event of the Seller's solicitors serving a notice to complete under the terms of this contract the Buyer shall pay to the Seller's solicitors the sum of £150.00 plus VAT towards the cost of preparing and serving such notice.
8. The Seller's solicitors shall be entitled to retain all the documentation until all sums due under the terms of this contract including, but not limited to, interest have been paid to them in full.
9. The Buyer shall on completion reimburse the Seller an amount of £326.10 in respect of the water and local searches for the property.
10. The Property is sold subject to the following matters:
 - 10.1 all local land charges whether registered or not before the date of the auction and all matters capable of registration as local land charges whether or not actually so registered
 - 10.2 all notices served and orders demands proposals or requirements made by any local public or other competent authority whether before or after the date of the auction
 - 10.3 all actual or proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under the enactments relating to town and country planning and environmental law
 - 10.4 all easements quasi-easements rights exceptions or other similar matters whether or not apparent on inspection or disclosed in the Particulars or in any of the documents referred to in these Conditions

[insert alternative account holder]

Click or tap here to enter text.

Notices may be sent to:

Seller's Conveyancer's name:JPL Solicitors Limited

Fax number:*01686 626453

E-mail address:*oliver@josephpropertylaw.com

Buyer's Conveyancer's name:

Fax number:*

E-mail address:*

*Adding a fax number authorises service by fax and an e-mail address authorises service by e-mail: see condition 1.3.3

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**Standard Commercial Property Conditions
SCPC**

2.2018

5065153

3rd Edition - 2018 Revision

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** the persons transferring the property.

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) of the property: WA960464
2	Property: Bryn Isel, The Bank, Newtown, Powys, SY16 2AB
3	Date:
4	Transferor: Whittaker and Co (UK) Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 08203062 <u>For overseas entities</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an email address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

5	<p>Transferee for entry in the register:</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas entities</u> (a) Territory of incorporation or formation:</p> <p>(b) Overseas entity ID issued by Companies House, including any prefix:</p> <p>(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:</p>
6	<p>Transferee's intended address(es) for service for entry in the register: Bryn Isel, The Bank, Newtown, Powys, SY16 2AB</p>
7	<p>The transferor transfers the property to the transferee</p>
8	<p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
9	<p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p>

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

10 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:

11 Additional provisions

The Transferee hereby covenants with the Transferor to observe and perform the covenants and conditions contained or referred to in the Charges Register of the title above referred to and will indemnify and keep the Transferor and their successors in title fully and effectively indemnified against all actions proceedings damages costs claims and expenses suffered in respect of any future breach or non-observance or non-performance of those covenants and conditions.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 3.

12 Execution

Signed as a deed by

Whittaker and Co (UK) Limited

Acting by a Director:.....

in the presence of:-

Signature of witness:.....

Name (in BLOCK CAPITALS):.....

Address:

.....

.....

Signed as a deed by

.....

in the presence of:-

Signature of witness:.....

Name (in BLOCK CAPITALS):.....

Address:

.....

.....

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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
WA960464

Edition date / Dyddiad yr
argraffiad 16.02.2022

- This official copy shows the entries on the register of title on 12 DEC 2024 at 11:55:58.
- 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 12 Dec 2024.
- 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 12 RHAGFYR 2024 am 11:55:58.
- 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 12 Rhagfyr 2024.
- 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 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Bryn Isel, The Bank, Newtown (SY16 2AB).
- 2 The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of land adjoining the north eastern boundary of the land in this title dated 2 November 1998 made between (1) The Royal Society for the Protection of Birds and (2) Christopher Vincent Turnbull and others.

NOTE: Copy filed under WA960460.

- 3 (08.05.2003) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

B: Proprietorship Register / Cofrestr Perchnogaeth

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

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

Title absolute/Teitl llwyr

- 1 (29.01.2019) PROPRIETOR: WHITTAKER AND CO (UK) LIMITED (Co. Regn. No. 08203062) of Bryn Isel, The Bank, Newtown SY16 2AB.
- 2 (29.01.2019) The price stated to have been paid on 10 January 2019 was £200,000.
- 3 (29.01.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 10 January 2019 in favour of HSBC Bank PLC referred to in the Charges Register.

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 (31.07.1991) An Agreement under hand dated 22 March 1926 made between (1) Clara Anne Jones and (2) George Edward Montague Woosnam and Charles Earnshaw Woosnam relates to the use of a window and air brick.

NOTE: Copy filed under WA598703.

- 2 The land tinted blue and tinted yellow on the title plan is subject to the following rights reserved by a Conveyance thereof and other land dated 16 June 1938 made between (1) Midland Bank Executor and Trustee Company Limited (Vendors) and (2) Gwendoline Elizabeth Davies and Margaret Sidney Davies:-

"Except and Reserving unto the Vendors and their successors in title the owners for the time being of the pieces of land coloured green on the said plan a right of access to the roof of part of the buildings on the said premises hereby conveyed marked "Flat Roof" on the said plan"

NOTE: No copy of the plan referred to has been retained by Land Registry.

- 3 The land tinted pink on the title plan is subject to the following rights reserved by a Conveyance thereof and other land dated 1 April 1957 made between (1) Winifred Augusta Shearer and Helen Sophie Francis-Fisher (Vendors) and (2) John Herbert Jones (Purchasers):-

"Subject to the following rights of way (a) And also a like right over the whole of the said land coloured Brown in favour of the owners and occupiers for the time being of the adjoining premises on the East side of the property hereby conveyed for all purposes (b) over that part of the piece of land coloured Brown on the said Plan which is marked "Roadway" from the points 'A' to 'B' in favour of the owners and occupiers for the time being of the premises adjoining the same on either side thereof for all purposes (c) over the piece of land coloured Yellow on the said plan in favour of the owners or occupiers for the time being of the adjoining premises known as "Bank Chambers" for the purpose of repairing the roof main wall and troughing of Bank Chambers."

NOTE: No Copy of the plan referred to has been retained by Land Registry.

- 4 (31.07.1991) The land tinted pink on the title plan is subject to the following rights granted by a Conveyance of land adjoining the North

C: Charges Register continued / Parhad o'r gofrestr arwystlon

Western boundary of the land in this title dated 31 October 1977 made between (1) John Malcolm Pryce and Marion Pryce (Vendors) and (2) John Samuel Evans and David Terence Lewis (Purchasers):-

"TOGETHER WITH

(a) all necessary rights of support and protection for the rooms on the First Floor of the property edged Green on the said plan by all parts of the retained premises so far as they now support and protect the same

(b) a right to lay connect and maintain a water pipeline to the existing mains water system situate in the yard shown edged Yellow on the said plan

(c) a right to lay connect maintain a sewerage pipeline to the existing mains drainage system also situate in the said yard

SUBJECT to the Purchasers and their successors in title causing as little damage as possible in the exercise of such rights and making good all such damage as soon as possible after the occurrence thereof TOGETHER ALSO WITH a right for the purchasers and their successors in title in common with the Vendors and all others entitled

(i) of way with or without vehicles over and along the road and yard coloured Brown and Yellow on the filed plan subject to the purchasers paying a proportionate part of the repair and maintenance of the said right of way according to their user thereof and

(ii) to park a vehicle in the yard edged Yellow on the said plan provided that such vehicle does not obstruct in any way the right of access of the owners of Rosemount or Bryn Isel (formerly known as Brynhaul or The Bank) to their respective properties."

NOTE: Copy filed under WA598703.

- 5 (31.07.1991) The land tinted pink on the title plan is subject to the following rights granted by a Deed of Easement dated 10 December 1981 made between (1) Arthur Martin Hervey Fitton and Judith Fitton (Grantors) (2) General Accident Fire and Life Assurance Corporation Limited (Grantee) and (3) Halifax Building Society:-

"The Grantors as beneficial owners hereby grant unto the Grantee full right and liberty for the Grantee and its successors in title the owners and occupiers for the time being of the second land or any part thereof and his or their respective servants and licensees (in common with the Grantors and all others having the like right) hereafter at all times by day or night to pass and repass along the private road edged brown between the points marked A and B on the said plan with or without vehicles for the purpose of going from the public highway known as Shortbridge Street to the second land or vice versa and to park one motor car on the said private road and one additional motor car belonging to the Grantee occasionally provided that such a motor car or motor cars do not obstruct in any way the right of access of the owners of Rosemount (formerly known as Hampton House or Bank House) or Bryn Isel (formerly known as Brynhaul) to their respective properties subject nevertheless and reserving to the Grantors and their successors in title the owner or owners of the first land or of any part thereof in fee simple the right at all times hereafter or at any time or times to erect renew and maintain a gate or gates across the said private road at the point marked A on the said plan with all necessary fittings and fixtures but so that the same shall not be locked or be so erected or maintained as to impede or obstruct the use and enjoyment of the right of way hereby granted in accordance with the tenor hereof

The Grantee hereby covenants with the Grantors and their successors in title that the Grantee and its successors in title will from time to time contribute a fair proportion according to the user of the costs of keeping the said private road in repair the proportion in case of difference to be determined by a single arbitrator appointed under the Arbitration Act 1950 or any statutory modification or replacement

C: Charges Register continued / Parhad o'r gofrestr arwystlon

thereof for the time being in force and the right of way hereby granted shall not be exercisable during any period during which there shall be any breach of this present covenant which shall not have been remedied by the payment of all money payable thereunder."

NOTE 1: The second land referred to is Bank Chambers shown edged red on the plan

NOTE 2: Copy plan filed under WA598703.

- 6 The land tinted blue on the title plan is subject to the rights granted by a Deed dated 25 March 1983 made between (1) Joffre Clifford Evans and others and (2) Hywel Ellis Davies and Christine Davies.

NOTE: Copy filed.

- 7 The land tinted blue and tinted yellow on the title plan is subject to the following rights reserved by a Conveyance thereof and other land dated 29 September 1986 made between (1) Joffre Clifford Evans and others (Vendors) and (2) The Royal Society for the Protection of Birds:-

"THERE is excepted and reserved unto the Vendors the right to pass and repass for all purposes in connection with the development of the land shown coloured green on the plan annexed hereto over and along the garden area of the property hereby conveyed and thereafter to continue to use the pedestrian right of way for the purposes of constructing and maintaining a building thereon and thereafter for fire escape purposes only in case of emergency"

NOTE: The green land referred to is edged blue on the title plan.

- 8 The land is subject to the following rights reserved by a Transfer of the land in this title dated 2 November 1998 made between (1) The Royal Society for the Protection of Birds and (2) RHT Consultants Limited:-

"A right of way hereby reserved unto the Transferor at all times and for all purposes in common with the Transferee and all others entitled to the like right or to whom the Transferee may grant the like right to pass over and along so much of the road or way as is coloured brown on the said plan as may be necessary to obtain access from the public highway known as Shortbridge Street to the retained land of the Transferor shown coloured blue on the said plan Subject to paying a proportion according to user of the cost of resurfacing maintaining repairing and renewing the same"

NOTE: The land coloured brown referred to is hatched blue on the title plan. The land coloured blue referred to is edged yellow on the title plan.

- 9 (29.01.2019) REGISTERED CHARGE dated 10 January 2019.
- 10 (29.01.2019) Proprietor: HSBC BANK PLC (Co. Regn. No. 14259) of Customer Service Centre, BX8 5HB.

End of register / Diwedd y gofrestr

These are the notes referred to on the following official copy

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

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

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

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

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

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

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

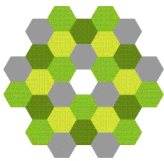
This official copy is issued on 12 December 2024 shows the state of this title plan on 12 December 2024 at 11:55:59. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It 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 .

Mae'r copi swyddogol hwn a gyhoeddir ar 12 Rhagfyr 2024 yn dangos sefyllfa'r cynllun teitl hwn ar 12 Rhagfyr 2024 am 11:55:59. 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.

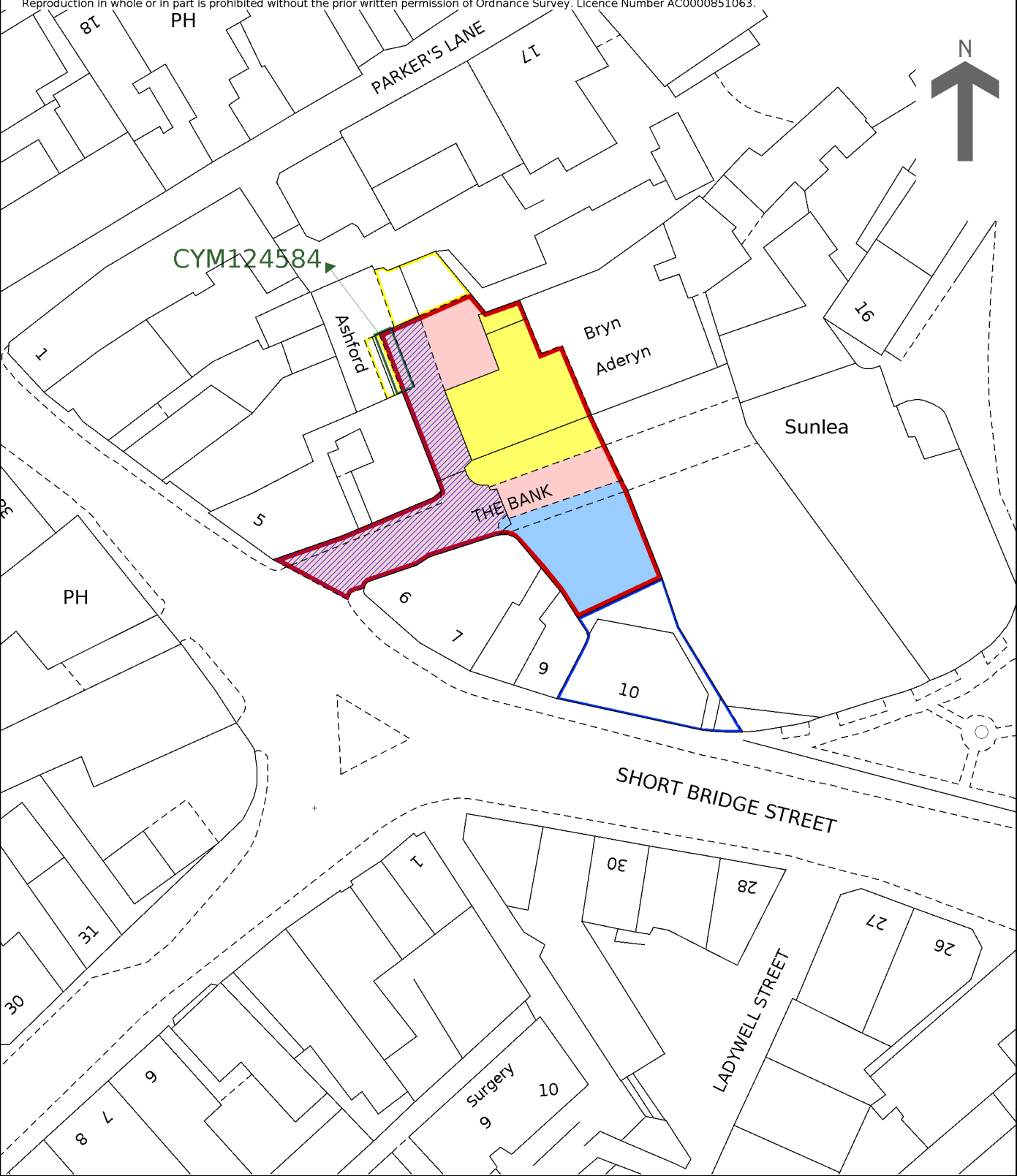
HM Land Registry

Official copy of title plan

Title number **WA960464**
Ordnance Survey map reference **SO1091NE**
Scale **1:500 enlarged from 1:1250**
Administrative area **Powys**



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These are the notes referred to on the following official copy

Title Number WA960464

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.



OFFICE COPY
ISSUED BY THE WEYMOUTH
DISTRICT LAND REGISTRY

Photo
Copy

Memorandum of Agreement

made the Twenty second day of March One thousand Nine hundred and Twenty six Between Clara Anne Jones of Bank House Newtown in the County of Montgomery Spinster of the one part and George Edward Montague Woosnam of Newtown One Blackpool Solicitor and Charles Carnshaw Woosnam of 19 Waterloo Street Birmingham Solicitor of the other part Whereas the said Clara Anne Jones is the owner of certain messuages and premises situate in Newtown aforesaid and the said George Edward Montague Woosnam and Charles Carnshaw Woosnam are the owners of a certain shop and premises adjoining at the back of the above mentioned premises AND whereas the said George Edward Montague Woosnam and Charles Carnshaw Woosnam are desirous of placing a window ^{and air brick} at the back of their premises overlooking the adjoining premises of the said Clara Anne Jones and they have requested permission of the said Clara Anne Jones to place such window and air brick accordingly It is hereby mutually agreed between the said parties hereto as follows:-

1. The said George Edward Montague Woosnam and Charles Carnshaw Woosnam shall be entitled to place a window in the wall of their premises overlooking the premises of the said Clara Anne Jones two feet from the ground (or thereabouts) for the admission of light to a workshop on the ground floor such window to be of frosted glass and three feet square and to be so constructed as not to open Together with an air brick to be placed by the window but not less than seven feet from the ground
2. The said George Edward Montague Woosnam and Charles Carnshaw Woosnam shall pay to the said Clara Anne Jones her heirs or assigns during such time as the said window and air brick shall continue the annual sum of six pence such sum to be paid on the twenty fifth day of March in each year
3. The said window and air brick shall continue until the said Clara Anne Jones her heirs or assigns shall give

to the said George Edward Montague Woosnam and Charles Earnshaw
Woosnam three calendar months previous notice in writing
to determine the arrangement herein contained in which
case the said George Edward Montague Woosnam and Charles
Earnshaw Woosnam shall at the expiration of the said
three calendar months take out the said window and air
brick and brick up the wall as it is at present.
14. The said George Edward Montague Woosnam and Charles
Earnshaw Woosnam will pay to the solicitor to the said
Clara Anne Jones his charges in connection with and
incident to these presents. As witness the hands of
the parties the day and year first before written.

Signed by the said George
Edward Montague Woosnam in
the presence of
W. Berry

G. E. Montague Woosnam



23, High Street Blackpool.
his Clerk.

Signed by the said Charles
Earnshaw Woosnam in the
presence of

C. E. Woosnam

Charles Edwards
Clerk to Messrs. Cottrell & Son
Solicitors
Birmingham.

These are the notes referred to on the following official copy

Title Number WA960464

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 Land
(Part)⁽¹⁾

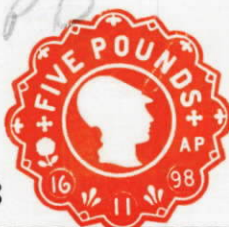
HM Land Registry

20

Stamp Duty



FormsData/20/mj/B6396A.1/14.10.98



The title number allotted to the land transferred will, on registration, be officially entered opposite.

(1) Please complete this form in BLOCK CAPITALS or typescript.

(2) Please enter the administrative area (county and district, county, county or London borough etc.) in which the property is situated.

(3) Where the transfer is made under s.37 of the Land Registration Act 1925 following a dealing with part only of the land comprised in a title, or is made under rule 72, the number of the title must be left blank, and instead of the words "the title above referred to" a reference to the last preceding document of title containing a description of the land must be inserted.

(4) Insert address (including postcode) or other description of property transferred.

(5) Enter the consideration amending or deleting the words in italics as required. See notes on page 4 if consideration is in a currency other than pounds sterling or if transfer is made by way of exchange.

(6) Enter the full name(s) and postal address(es) of the proprietor(s) of the land.

(7) Enter the full name(s) and postal address(es) in the United Kingdom (including postcode) of the transferee(s) for entry in the register.

(8) On a transfer to a company registered under the Companies Acts, insert the Company's Registered Number for entry in the register.

(9) See note as to plan on page 4. If desired the words "and known as" and a description of the land may be added.

(10) Cross out, amend or add modifications as necessary (rules 76A and 77A).

Administrative area ⁽²⁾ Powys



SEQ53

Title number(s) ⁽³⁾ WA598703

Property ⁽⁴⁾ Rosemount The Bank Off Shortbridge Street Newtown

Date 24 November 1998



In consideration of ⁽⁵⁾ ninety two thousand five hundred pounds

pounds (£ 92,500)

receipt of which is acknowledged

I/We ⁽⁶⁾ THE ROYAL SOCIETY FOR THE PROTECTION OF BIRDS of The Lodge Sandy Bedfordshire



WA960460



P. QUALITY

transfer(s) to

⁽⁷⁾

CHRISTOPHER VINCENT TURNBULL of Felin Garreg Cefn-y-coed Road Abermule in the County of Powys ROGER TWEEDALE of 86 Woodthorne Road South Tettenhall Wolverhampton West Midlands and NAMULAS PENSION TRUSTEES LIMITED (hereinafter referred to as "Namulas") of The Priory Hitchin Hertfordshire SG5 2DW as trustees for the time being of the Turnbull Tweedale ROS (Cyn. Scheme)

⁽⁸⁾ (Company's Registered Number 980864)

the land shown and edged with red on the attached plan ⁽⁹⁾

being part of the land comprised in the title above referred to.

This transfer is made with full title guarantee ⁽¹⁰⁾

(Please turn over)

(11) Please use this space for any required or permitted statements, certificates or applications and any new covenants, declarations etc. and for the grant and reservation of easements (if any). If there is not sufficient space, additional sheets may be attached to this transfer. Where more convenient, the parties may be defined by expressions such as "the Seller", "the Buyer" etc., and the instrument can be framed in the third person.

- (11)
1. The said land is hereby transferred together with the rights set out in the First Schedule hereto BUT SUBJECT to the rights set out in the Second Schedule hereto
 2. The Property is held by or in trust for a charity by the Transferor and the charity is not an exempt charity and the restrictions on disposition imposed by Section 36 of the Charities Act 1993 apply to the Property (subject to subsection (9) of that Section)
 3. The Transferor certifies that as a charity it has power under the trusts of the charity to effect the disposition and that it has complied with the provisions of Section 36 of the Charities Act 1993 so far as applicable to it
 4. The Transferees hereby apply to the registrar for the amalgamation under a single Title of all the land hereby transferred on completion of the registration of the title
 5. Notwithstanding any provision to the contrary contained herein or at all the liability of Namulas shall not be personal but shall be limited to the extent of the assets for the time being of the Scheme and further Namulas shall have no such liability after it ceases to be a Trustee of the Scheme
 6. The Transferees:-
 - (a) Hereby declare that the property is held by them upon the trusts contained in a Trust Deed dated 1st April 1998 and made between them in respect of the Scheme and
 - (b) Hereby apply to the Chief Land Registrar to enter the following restriction against the title allocated to the property:-

"Except under an Order of the Registrar no disposition is to be registered unless the solicitor for the Turnbull Tweedale Retirement Benefit Scheme has certified that such disposition has been made in accordance with the provisions of the afore-mentioned Trust Deed dated 1st April 1998 and all existing and subsequent deeds amending the same

RBS

x TJA x

x NGH x

p [Signature] p

p MH p

Attach plan here

(12) Where there is more than one transferee, place "X" in the appropriate box and complete as necessary.

(13) Place "X" in this box and complete the statement if a certificate of value for the purposes of the Stamp Act 1891 and amending Acts is required.

(14) Place "X" in this box and complete the certificate if the Stamp Duty (Exempt Instruments) Regulations 1987 apply to the transfer.

(15) Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must be also executed by the Transferees.

Declaration of trust ⁽¹²⁾

- ☐ The transferees are to hold the property on trust for themselves as joint tenants.
- ☐ The transferees are to hold the property on trust for themselves as tenants in common in equal shares.
- ☐ The transferees are to hold the property

(13) ☒ It is certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds

£ 250,000

(14) ☐ I/We hereby certify that this instrument falls within category ☐ in the schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

The Transferors and all other necessary parties should execute this transfer as a deed using this space. ⁽¹⁵⁾

THE COMMON SEAL of
THE ROYAL SOCIETY FOR
THE PROTECTION OF BIRDS
was hereunto affixed in the
presence of:-

Director

Secretary
Director

SIGNED as a deed in the presence
of the witness named below and
delivered by the said CHRISTOPHER
VINCENT TURNBULL

SIGNED as a deed in the presence
of the witness named below and
delivered by the said ROGER TWEEDALE

THE COMMON SEAL of
NAMULAS PENSION TRUSTEES
LIMITED was hereunto affixed in
the presence of:-

Director

Secretary

381/1252

Notes to help you complete your application

Transfer by way of exchange

If the transfer is made by way of exchange, the consideration clause should be amended as follows:

In consideration of a (transfer *or* conveyance *or as the case may be*) of even date herewith [and of (*amount*) paid for equality of exchange, receipt of which is acknowledged] etc.

If the consideration is not in pounds sterling

When the consideration is in a currency other than in pounds sterling, or does not consist or wholly consist of money, the currency unit or the nature of the consideration should be concisely stated.

Plans

A plan showing the part transferred must be supplied and be securely attached to the instrument of transfer. The only exception to this is where the part transferred is already clearly defined on the official plan to the transferor's registered title by a colour or number reference. In this case both the application for an official search and the transfer may define the land by reference to the extent coloured or numbered on the registered title plan.

Any plan attached to the instrument of transfer must be drawn to a suitable scale (generally not less than 1/2500). Where necessary, the position of the part transferred should be related by figured dimensions to existing physical features on the ground such as walls or fences.

Execution of plans

The transfer plan must be signed by the transferor(s) and also by the transferee(s) (or by a solicitor or licensed conveyancer on his or her behalf). Where the transferor is a company or corporation, the plan may be executed in the same manner as the transfer.

Official Searches

Transferees should apply for an official search by Form 94B not less than three working days before completion. It helps the registration if the plan submitted with the application for an official search (Form 94B) is an exact copy of that intended to be bound in the transfer.

When to lodge your application

Transferees should register the transfer within the period of protection covered by the search and preferably immediately after completion, particularly if there may be other transactions affecting the transferor's title.

1. Continued from Form

20

Title number(s)

WA598703

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

FormsData/20/mj/B6396A.1/cs1/14.10.98

THE FIRST SCHEDULE

(Rights benefiting the property)

1. A right of way at all times and for all purposes in common with the Transferor and all others entitled to the like right or to whom the Transferor may grant the like right to pass over and along the road coloured brown on the said plan leading to and from the public highway known as Shortbridge Street Subject to paying a proportion according to user of the costs of surfacing maintaining repairing and renewing the same

2. A right of way at all times and for all purposes on foot only in common with the Transferor and all others entitled to the like right or to whom the Transferor may grant the like right to pass over and along the land coloured yellow on the said plan by such route as the Transferor may reasonably stipulate Subject to paying a proportion according to user of the cost of surfacing maintaining repairing and renewing that part of the land coloured yellow as is used for such purposes

3. The right to enter onto the land edged green coloured brown and coloured yellow on the plan and to lay pipes wires cables and other conducting media for sewage water electricity gas telephonic communication and other services (and to use such as already exist) in such positions as the suppliers of such services shall with the consent (not to be unreasonably withheld or delayed) of the Transferor deem expedient together with the right to enter onto the said land for the purpose of laying maintaining repairing renewing and inspecting the same Subject to making good any damage caused in the exercise of such rights and paying compensation for any damage caused and not made good

THE SECOND SCHEDULE

(Encumbrances)

The right hereby reserved unto the Transferor to enter onto the land hereby transferred and to lay pipes wires cables and other conducting media for sewage water electricity gas telephonic communication and other services (and to use such as already exist) in such positions as the suppliers of such services shall with the consent (not to be unreasonably withheld or delayed) of the Transferor deem expedient together with the right to enter onto the said land for the purpose of laying maintaining repairing renewing and inspecting the same Subject to making good any damage caused in the exercise of such rights and paying compensation for any damage caused and not made good

Continuation sheet

1

of

1

(Insert sheet number and total number of continuation sheets e.g.
"sheet 1 of 3")

These are the notes referred to on the following official copy

Title Number WA960464

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.

THIS DEED OF GRANT AND MUTUAL COVENANT is made the 25th day of

March One Thousand Nine Hundred and Eighty-three

B E T W E E N JOFFRE CLIFFORD EVANS ADA HARRIET EVANS (his wife)
and GRAHAM JOHN CLIFFORD EVANS all of Graylea Pool Road Newtown in
the County of Powys (hereinafter called "the First Owner") of the
one part and HYWEL ELLIS DAVIES and CHRISTINE DAVIES (his wife) both
of 25 Market Street Newtown aforesaid (hereinafter called "the
Second Owners") of the other part _____

W H E R E A S:-

(1) The First Owners are seised in fee simple in possession of the
garden of the property known as Bryn Isel The Bank Newtown aforesaid
shown edged red in the plan hereto annexed (hereinafter called "the
red property") and the Second Owners are seised in fee simple in
possession of the shop Number 9 Shortbridge Street Newtown aforesaid
shown coloured green on the said plan (hereinafter called "the green
property") _____

(2) The First Owners have agreed to grant such easement as is
hereinafter contained to the Second Owners in consideration of the
payment by the Second Owners of the sum of ONE THOUSAND FIVE HUNDRED
POUNDS and of the covenant by him hereinafter given _____

N O W THIS DEED W I T N E S S E T H as follows:-

1. I N pursuance of the said agreement and in consideration of the
sum of ONE THOUSAND FIVE HUNDRED POUNDS paid by the Second Owner to
the First Owners (the receipt whereof the First Owners hereby
acknowledge) the First Owners hereby grant unto the Second Owners
and their successors in title as owners of the green property full
and free right and liberty _____

(a) with or without vehicles over the access road shown coloured
yellow on the said plan and

(b) on foot only with or without handcarts wheelbarrows and



photo
copy



EXAMINED With Original
marked Abstract/Copy
produced at 31 Market St
offices
this 6th day of Oct 1984
WILLIAMS & GUTTINGS & TOMLEY
Solicitors, NEWTOWN, Powys.

commercial goods for shop and domestic purposes to pass and repass over and along the said pathway shown by a brown line forming part of the red property such pathway not exceeding three feet in width for the purpose of access to and egress from the green property

2. THE Second Owners hereby covenant with the First Owners

(a) to forever after maintain the wall dividing the green property and the red property shown by the letters A - B on the said plan and such wall shall become and remain in the ownership of the Second Owner and

(b) in the event of the First Owners developing adjoining land they will grant any necessary right of support from the green property subject to the First Owner making good or paying compensation for all damage done in the exercise of such right

3. THE First Owners hereby covenant with the Second Owners that in the event of development taking place of the land forming part of the red property shown hatched blue he will provide suitable pedestrian access to both ground and first floors of the green property at the side with steps where necessary

4. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Twenty-five Thousand Pounds

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written

SIGNED SEALED AND DELIVERED by)
the said JOFFRE CLIFFORD EVANS)
ADA MARIET EVANS and CLARAH)
JOHN CLIFFORD EVANS in the)
presence of:-)

John D. Evans

Ada H. Evans

[Signature]

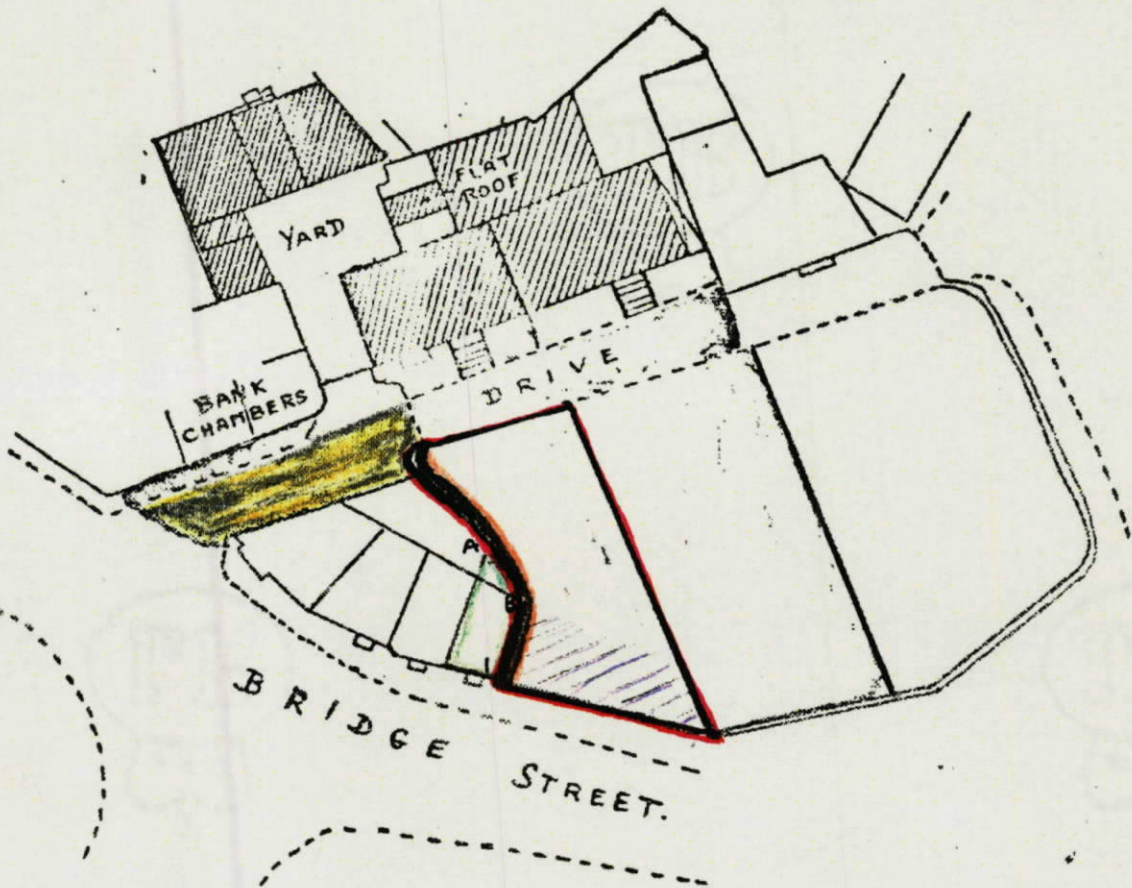
McPhall's
31 Market Street,
Newtown.
Solicitors Clerk.

SIGNED SEALED AND DELIVERED by)
the said HYWEL ELLIS DAVIES)
and CHRISTINE DAVIES in the)
presence of:-)

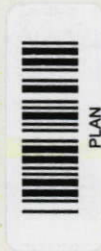
Hywel Ellis Davies
C. Davies

meffell
(as before)

PLAN REFERRED TO.



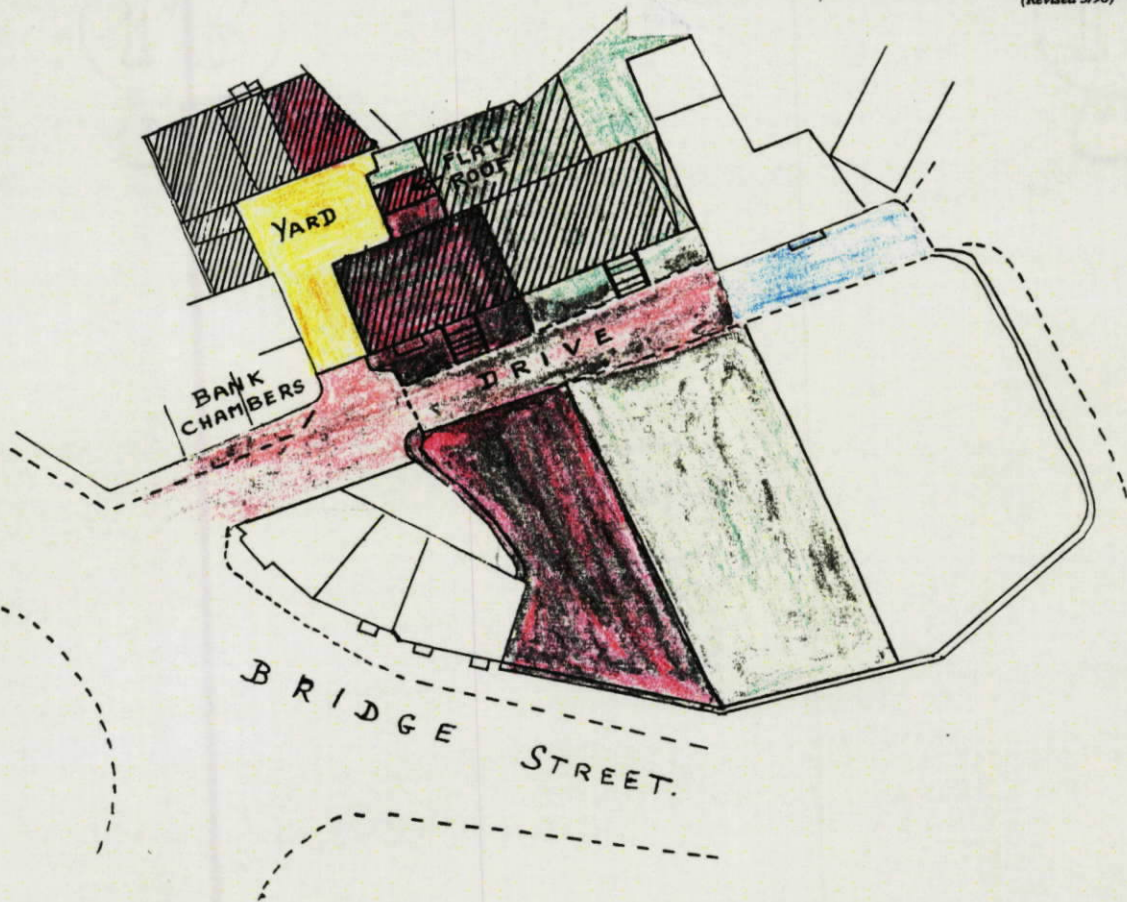
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PLAN REFERRED TO.

H137
OFFICE COPY issued by AE (TCT)
DISTRICT LAND REGISTRY
FOR WALES
Title No: WA 960464
COPY (liable to distortion)
of plan to CONVEYANCE
dated 16/6/1938
(Revised 3/96)

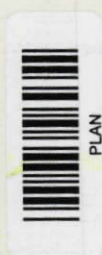
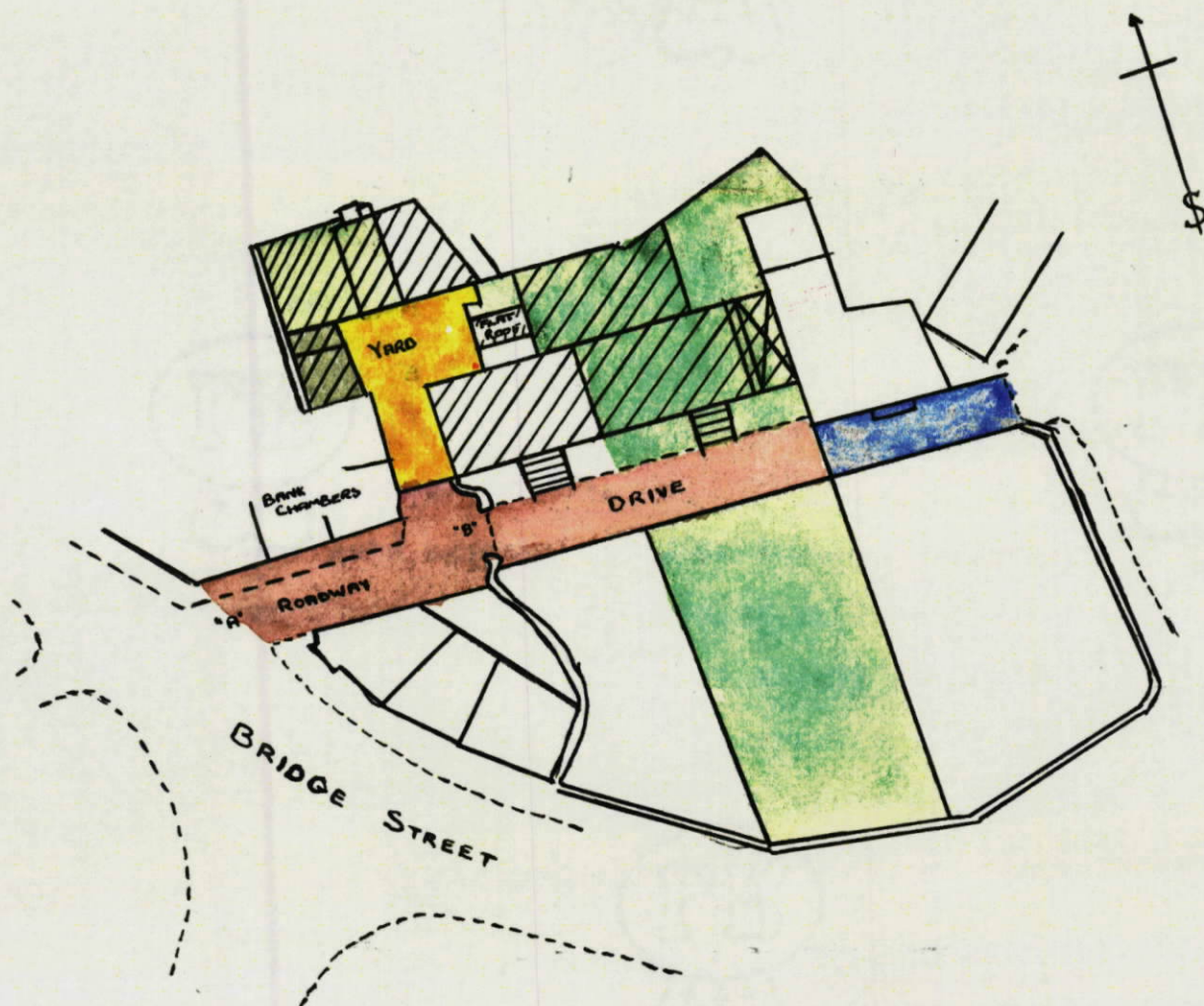


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The Plan referred to:-



H137
OFFICE COPY issued by **AE**
DISTRICT LAND REGISTRY (TCT)
FOR WALES
Title No: WA 960464
COPY (liable to distortion)
of plan to CONVEYANCE
dated 1/4/1957
(Revised 3/96)

Regulated Drainage & Water Search Commercial



Search Details

Prepared for: JPL Solicitors Limited
Matter: 1097
Client address: St. Davids Business Centre, - New Road, Newtown, SY16 1RB

Property:
Whittaker & Co Uk Ltd, Bryn Isel, The Bank, Newtown, SY16 2AB

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

Date Returned: 18/12/2024	Property type: Commercial
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Summary for Conveyancers

This summary identifies matters revealed which you may wish to highlight to your client or investigate further. It is intended as a snapshot of the information contained in the search, should in no way be considered legal advice, and should be taken in context with the full search information and with your client's planned use and enjoyment of the property.



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
1.3	On the copy extract from the public sewer map, please show manhole cover, depth and invert levels where the information is available	Map Provided



Drainage

2.1	Does foul water from the property drain to the public sewer?	Yes
2.2	Does surface water from the property drain to the public sewer?	Yes
2.3	Is a surface water drainage charge payable?	Refer to Vendor
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 sewage pumping station 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 within 50 metres (164.04 feet) of any buildings within the property?	Insured
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 any 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 any building which is, or forms part of the property, at risk of internal flooding due to overloaded public sewers?	Insured
2.9	Please state the distance from the property to the nearest boundary of the nearest sewage treatment works	Insured



Water

3.1	Is the property connected to mains water supply?	Yes
3.2	Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	No
3.3	Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No
3.4	Is this property at risk of receiving low water pressure or flow?	Insured
3.5	What is the classification of the water supply for the property?	See report
3.6	Is there a meter installed at this property?	See report
3.7	Please include details of the location of any water meter serving the property	See report



Charging

4.1.1	Who is responsible for providing the sewerage services for the property?	Severn Trent Water
4.1.2	Who is responsible for providing the water services for the property?	Severn Trent Water
4.2	Who bills the property for sewerage services?	Severn Trent Water
4.3	Who bills the property for water services?	Severn Trent Water
4.4	What is the current basis for charging for sewerage and/or water services at the property?	See report
4.5	Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?	Insured



Additional Questions

5.1	Is there a consent, on this property, to discharge Trade Effluent under S118 of the Water Industry Act(1991) into the public sewerage system?	See report
5.2	Is there a wayleave/easement agreement giving the sewerage undertaker the right to lay or maintain assets or right of access to pass through private land in order to reach the Company's assets?	See report



Question 1.1

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



Guidance Notes:

Pipes that are shown on the public sewer map as sewers, disposal mains or lateral drains are defined as those for which a Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991. A Sewerage Undertaker is not generally responsible for rivers, water courses, 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, if any. Please note that following the private sewer transfer on 1 October 2011 there may be additional public assets other than those shown on the public sewer map.

Question 1.2

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



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. 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 1.3

On the copy extract from the public sewer map, please show manhole cover, depth and invert levels where the information is available

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

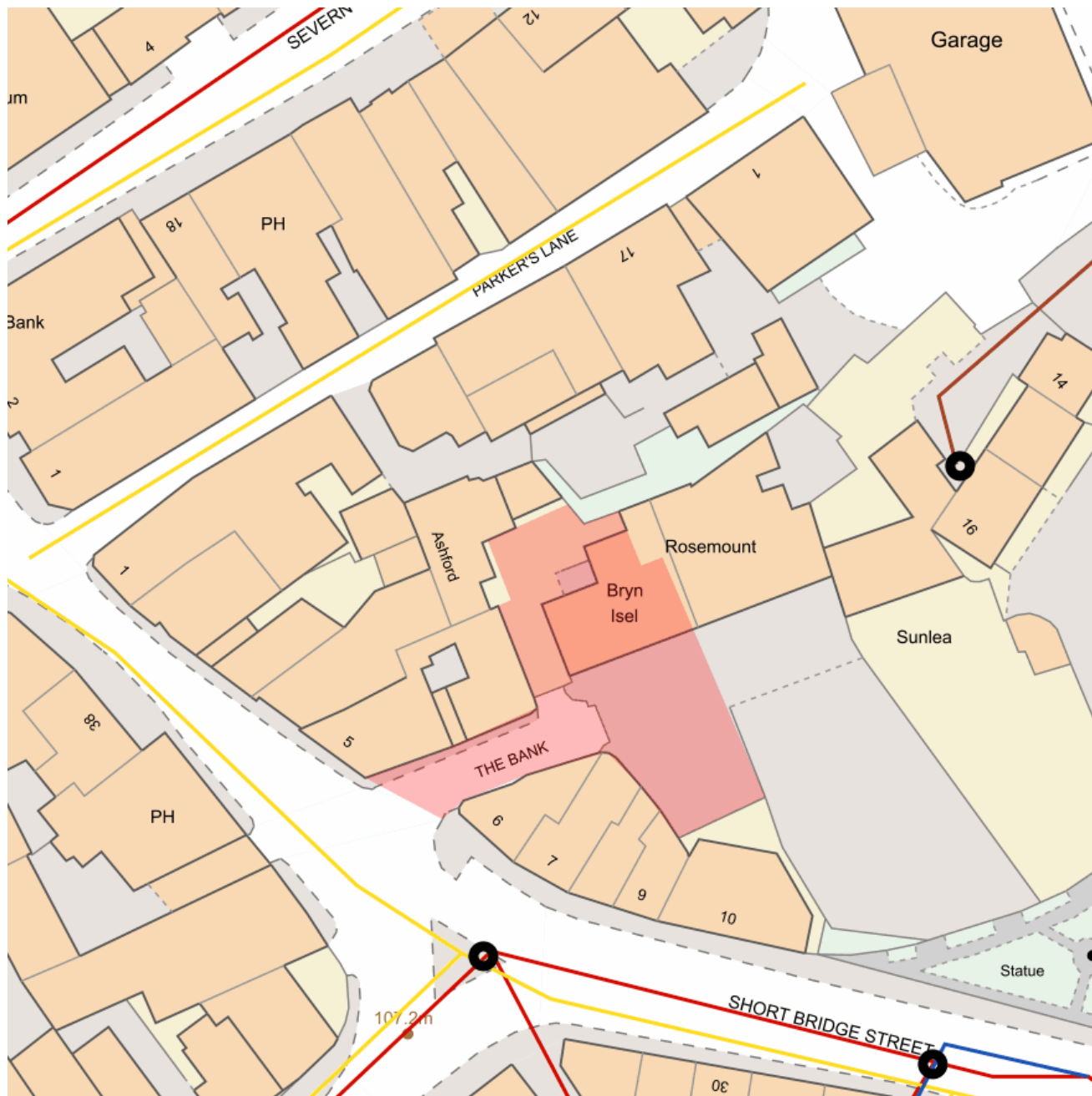


Guidance Notes:

The presence of any manhole covers included on the Public Sewer & Water Map are for indicative purposes only and cannot be used to comment on the depth or invert levels if applicable. Please refer to vendor or pre-contract documents and/or your own survey of the property for any further information.



Public Sewer & Water Map



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- | | |
|---------------------------------|---|
| Public Combined Sewer | Public Foul Sewer |
| Public Surface Water Sewer | Abandoned Public Sewer |
| Water Pipes | Sewer Publicly Maintained under Section 24 Public Health Act 1936 |
| Section 104 Surface Water Sewer | Section 104 Foul Sewer |
| Decommissioned Water | |

- Public Sewage Pumping Station Manhole Cover

This map is provided by InfoTrack Ltd and must be used in conjunction with the search results attached. Please note, the boundary may have been adjusted from the plan provided so that it reflects the National Polygon dataset provided by the Land Registry. This dataset covers all registered titles (freehold and leasehold) in England and Wales and shows the indicative shape and position of each boundary. The information shown on the map is based on data obtained directly from the water company and our current records. The position of any water company apparatus should be regarded as approximate. Service pipes, private sewers and drains are generally not shown. This map should not be used for detailed design of any proposed works and users of this map are strongly advised to commission their own survey of the area before carrying out any works to establish the actual position of all apparatus.



Question 2.1

Does foul water from the property drain to the public sewer?

Records indicate that foul water from the property does drain to a public sewer.



Guidance Notes:

The above answer is inferred from the proximity of a public sewer as indicated on the enclosed map. If the inference is wrong, the attached Information Accuracy Indemnity covers an adverse entry.

For confirmation, please refer to billing information, form TA6 or the Property Details Questionnaire which confirms connection to mains drainage. Sewerage Undertakers are not responsible for private drains and private sewers that connect the property to the public sewerage system, and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users if the property is served by a private sewer which also serves other properties if not connected to 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. An extract from the public sewer map is enclosed. This will show known public sewers and lateral drains in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or private sewers connecting the property to the public sewerage system. If foul water does not drain to the public sewerage system the property may have private facilities in the form of a septic tank, cesspit or other type of treatment plant.



Question 2.2

Does surface water from the property drain to the public sewer?

Records indicate that surface water from the property does drain to a public sewer.



Guidance Notes:

The above answer is inferred from the proximity of a public sewer as indicated on the enclosed map. If the inference is wrong, the attached Information Accuracy Indemnity covers an adverse entry.

For confirmation, please refer to billing information, form TA6 or the Property Details Questionnaire which confirms connection to mains drainage. Sewerage Undertakers are not responsible for private drains and private sewers that connect the property to the public sewerage system, and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. In some cases, Sewerage Undertaker records do not distinguish between foul and surface water connections to the public sewerage system. If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the Water Company. An extract from the public sewer map is enclosed. This will show known public sewers and lateral drains in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or private sewers connecting the property to the public sewerage system. If surface water does not drain to a public sewer the property may have private facilities in the form of a soakaway or private connection to a watercourse. Please note, the property may drain to a Sustainable Urban Drainage System (SuDs), please refer to the Local Authority Search for further information.

Question 2.3

Is a surface water drainage charge payable?

Please refer to vendor or pre-contract documents and/or your own survey of the property



Guidance Notes:

Where surface water charges are payable but upon inspection the property owner believes that surface water does not drain to the public sewerage system, an application can be made to the Water Company to end surface water charges.



Question 2.4

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

The public sewer map indicates that there are no public sewers, disposal mains or lateral drains within the boundaries of the property. 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. It is therefore possible for unidentified sewers, disposal mains or lateral drains to exist within the boundaries of the property. However on 1 October 2011 private sewers were transferred into public ownership. There may therefore be additional public sewers, disposal mains or lateral drains which are not recorded on the public sewer map but which may prevent or restrict development of the property.



Guidance Notes:

The approximate boundary of the property has been determined by reference to the plan provided. The presence of a public sewer, disposal main or lateral drain running within the boundary of the property may restrict further development. The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Company or its contractors needing to enter the property to carry out work. Any private sewers or lateral drains which are 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 considered to be not an 'as constructed' record. It is recommended these details are checked with the developer.

Question 2.4.1

Does the public sewer map indicate any public sewage pumping station within the boundaries of the property?

The public sewer map included indicates that there is no public sewage pumping station within the boundaries of the property.



Guidance Notes:

The presence of a public sewage pumping station running within the boundary of the property may restrict further development. The company has a statutory right of access to carry out work on its assets subject to notice. Please note that private pumping stations built prior to 1 July 2011 which serve more than one property and pump to the existing public sewer are eligible for transfer into public ownership as of 1 October 2016. Pumping stations installed after 1 July 2011 remain the responsibility of the homeowner unless they are the subject of an adoption agreement. Please note that the Water Company may not have been made aware of all the pumping stations which meet the adoption obligation criteria and therefore there may be pumping stations not recorded on the public sewer map.



Question 2.5

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

The public sewer map indicates that there is a public sewer within 30.48 metres (100 feet) of a building within the property. On 1 October 2011 private sewers were transferred into public ownership, there may therefore be additional lateral drains and/or public sewers which are not recorded on the public sewer map but are within 30.48 metres (100 feet) of a building within the property.



Guidance Notes:

Any private sewers or lateral drains which are 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 these details be checked with the developer. The presence of a public sewer within 30.48 metres (100 feet) of any buildings within the property can result in the Local Authority requiring a property to be connected to the public sewer. The measure is estimated using the map provided and the water company records, between the building(s) within the boundary of the property and the nearest public sewer.

Question 2.5.1

Does the public sewer map indicate any public pumping station within 50 metres (164.04 feet) of any buildings within the property?

Not answered - This information is not available, if an answer had been available which was adverse at the date of this report the Information Accuracy Indemnity attached would apply.



Guidance Notes:

The presence of a public sewage pumping station running within the boundary of the property may restrict further development. The company has a statutory right of access to carry out work on its assets subject to notice. Please note that private pumping stations built prior to 1 July 2011 which serve more than one property and pump to the existing public sewer are eligible for transfer into public ownership as of 1 October 2016. Pumping stations installed after 1 July 2011 will remain the responsibility of the homeowner unless they are the subject of an adoption agreement. Please note that the Water Company may not have been made aware of all the pumping stations which meet the adoption obligation criteria and therefore there may be pumping stations not recorded on the public sewer map.



Question 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?

Records indicate that sewers serving the property are not the subject of an existing adoption agreement or an application for such an agreement.



Guidance Notes:

On 1 October 2011 all foul Section 104 sewers laid before 1 July 2011 were transferred into public ownership, excluding those that discharge to a privately owned sewage treatment or collection facility. All surface Section 104 sewers that do not discharge to a public watercourse were also transferred. Water Companies' mapping records are currently being reviewed and updated and may not yet reflect this change, therefore there may be additional public sewers, disposal mains or lateral drains which are not yet recorded on the public sewer map or public sewers that still show as Section 104 sewers.

Question 2.7

Has any 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?

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 please note 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. The attached Information Accuracy Indemnity covers adverse entries at the date of this report where data is not available.



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. On 1 October 2011 the majority of private sewers, disposal mains and lateral drains, connected to the public network as of 1 July 2011, transferred to public ownership. Therefore there may be formerly private sewers and lateral drains that have been built over, however the sewerage undertaker may not have approved or been consulted about any plans to erect a building or extension on the property or in the vicinity of these. Please also refer to vendor or pre-contract documents and/or your own survey of the property.



Question 2.8

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

Not answered - If an answer had been available which was adverse at the date of this report the Information Accuracy Indemnity attached would apply.



Guidance Notes:

A sewer is 'overloaded' when the flow from a storm is unable to pass through it due to a permanent problem (eg. flat gradient, small diameter). Flooding as a result of temporary problems such as blockage, siltation, collapses and equipment or operational failures are excluded. 'Internal flooding' from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes. 'At Risk' properties are those that the Water Company is required to include in the Regulatory Register that is reported annually to the Director General of Water Services. These are defined as properties that have suffered, or are likely to suffer, internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company's reporting procedure. Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the At Risk register. Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Company. Public sewers are defined as those for which the company holds statutory responsibility under the Water Industry Act 1991. It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company and therefore would be excluded from the report.

Question 2.9

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

Not answered - If an answer had been available which was adverse at the date of this report the Information Accuracy Indemnity attached would apply.



Guidance Notes:

The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated.



Question 3.1

Is the property connected to mains water supply?

Records indicate that the property is connected to the mains water supply.



Guidance Notes:

The above answer is inferred from the proximity of a public water main as indicated on the enclosed map. If the inference is wrong, the attached Information Accuracy Indemnity covers an adverse entry.

For confirmation, please refer to billing information, form TA6 or the Property Details Questionnaire which confirms connection to mains water, and information regarding whether a water meter is installed. Details of private supplies are not kept by the Water Undertaker. We recommend the situation is checked with the current owner of the property.

Question 3.2

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

The map of waterworks does 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 plan provided. The presence of 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

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

Records indicate that water 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

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

Not answered - If an answer had been available which was adverse at the date of this report the Information Accuracy Indemnity attached would apply.



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.

Question 3.5

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

To check the average water hardness of water supplied to the property please visit <https://www.stwater.co.uk/my-supply/water-quality/about-your-water/water-quality-information>



Guidance Notes:

The hardness of water depends on the amount of calcium in it - the more it contains the harder the water is. There is no UK or European standard set for the hardness of drinking water. More information on water hardness can be found on the Drinking Water Inspectorates' website: <http://www.dwi.gov.uk>

If the property is in a hard water area, you may wish to refer to the vendor or pre-contract documents and/or your own survey of the property to establish if a water softener has been installed.

Question 3.6

Is there a meter installed at this property?

Please refer to vendor or pre-contract documents and / or your own survey of the property. For further information regarding the water meter serving this property please contact:

Severn Trent Water Ltd, PO Box 5310, Coventry, CV3 6DS
Tel: 08457 500 500
www.stwater.co.uk



Question 3.7

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

Please refer to vendor or pre-contract documents and / or your own survey of the property. For further information regarding the water meter serving this property please contact:

Severn Trent Water Ltd, PO Box 5310, Coventry, CV3 6DS

Tel: 08457 500 500

www.stwater.co.uk



Question 4.1.1

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

Please refer to vendor or pre-contract documents and / or your own survey of the property. The Sewerage Undertakers for the area are:

Severn Trent Water Ltd, PO Box 5310, Coventry, CV3 6DS

Tel: 08457 500 500

www.stwater.co.uk

Question 4.1.2

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

Please refer to vendor or pre-contract documents and / or your own survey of the property. The Water Undertakers for the area are:

Severn Trent Water Ltd, PO Box 5310, Coventry, CV3 6DS

Tel: 08457 500 500

www.stwater.co.uk

Question 4.2

Who bills the property for sewerage services?

Severn Trent Water Ltd, PO Box 5310, Coventry, CV3 6DS

Tel: 08457 500 500

www.stwater.co.uk



Guidance Notes:

Please note that if you live in an area where different water companies provide your sewage and clean water service, you may be billed by one company for both services.

Question 4.3

Who bills the property for water services?

Severn Trent Water Ltd, PO Box 5310, Coventry, CV3 6DS

Tel: 08457 500 500

www.stwater.co.uk



Guidance Notes:

Please note that if you live in an area where different water companies provide your sewage and clean water service, you may be billed by one company for both services.



Question 4.4

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

Water and sewerage companies' full charges are set out in their charges schemes which are available from the company free of charge upon request.

**Guidance Notes:**

The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a water or sewerage company.

The average household bill is, by definition, an average across all customers. Readings taken from a water meter are used to calculate metered sewerage charges, the volume charge for sewerage services is usually based on a percentage of total water supplied. To view the above information in full please visit the Office of Water Services (OFWAT) Website: <http://www.ofwat.gov.uk> 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

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

Not answered - If an answer had been available which was adverse at the date of this report the Information Accuracy Indemnity attached would apply.

**Guidance Notes:**

The Company may install a meter at the premises where a buyer makes a change of use of the property or where the occupier 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.



Question 5.1

Is there a consent, on this property, to discharge Trade Effluent under S118 of the Water Industry Act(1991) into the public sewerage system?

Please refer to vendor or pre-contract documents and / or your own survey of the property. The Sewerage Undertakers for the area are:

Severn Trent Water Ltd, PO Box 5310, Coventry, CV3 6DS
Tel: 08457 500 500
www.stwater.co.uk



Guidance Notes:

If a Trade effluent consent applies to the premises which are the subject of this search, it is for the applicant to satisfy itself as to the suitability of the consent for its client's requirements. The occupier of any trade premises in the area of a sewerage undertaker may discharge any trade effluent proceeding from those premises into the undertaker's public sewers if he does so with the undertaker's consent. If, in the case of any trade premises, any trade effluent is discharged without such consent or other authorisation, the occupier of the premises shall be guilty of an offence. Please note any existing consent is dependent on the business being carried out at the property and will not transfer automatically upon change of ownership.

Question 5.2

Is there a wayleave/easement agreement giving the sewerage undertaker the right to lay or maintain assets or right of access to pass through private land in order to reach the Company's assets?

Please refer to vendor or pre-contract documents and / or your own survey of the property. The Sewerage Undertakers for the area are:

Severn Trent Water Ltd, PO Box 5310, Coventry, CV3 6DS
Tel: 08457 500 500
www.stwater.co.uk



Guidance Notes:

This question relates only to private agreements between the water company acting in a private capacity and a landowner. Such contracts may often be part of a conveyance or land transfer, or a deed of grant of easement. If there is no formal easement, then a sewer or water main may have been constructed following the service of notice under the provisions of the Public Health Act 1936, Water Act 1945, Water Act 1989 or Water Industry Act 1991 as applicable. The company does not hold copies of these notices. However, in the absence of evidence to the contrary there is a legal presumption that all matters were properly dealt with. All rights and obligations relating to sewers and water mains are now covered by the Water Industry Act 1991. Where rights exist at the boundary of the property, but we are not sure of the exact correlation, we will answer "Yes" to this question. A documentary right can exist even if the physical asset itself has not yet been laid, or has been moved, or removed. Likewise, the position of the right and of the asset may differ. Information obtainable from physical inspection (including Trial Bore Holes) overrides information contained in the report.



Glossary

‘the 1991 Act’ means the Water Industry Act 1991[61]

‘the 2000 Regulations’ means the Water Supply (Water Quality) Regulations 2000[62]

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

‘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

‘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]

‘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.



Information for Buyers

This section is a guide to the content of the regulated drainage and water search result. It should be read in association with the main report. This information should not be considered as legal advice and you should check with your conveyancer if you have any concerns about the search results.

Map of Public Sewers/Waterworks

i	What is a Map of Public Sewers or Map of Waterworks?	Water companies maintain maps of sewers and water pipes for which they are responsible. Most but not all sewer and water pipes within an individual property boundary are the property owner's responsibility.
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Sewer & Water Maintenance

i	Are all Sewer & Water Pipes publicly maintained?	<p>Sewer & Water Pipes can be either publicly or privately maintained. If they are publicly maintained, the local Sewerage or Water undertaker is responsible for repairs and maintenance. As from 1 October 2011 most lateral drains (see glossary) are now owned and maintained by the sewerage undertaker.</p> <p>Sewerage Undertakers are not responsible for any private drains and private sewers that connect the property to the public sewerage system, and do not hold details of these.</p> <p>The property owner will normally have sole responsibility for private drains and water pipes serving the property.</p>
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Sewers

i	What is a Foul Water Sewer?	Foul sewers/drains take foul sewage (waste from toilets, bathrooms and kitchens etc) away from your property.
i	What is a Surface Water Sewer?	<p>Surface water sewers/drains take surface water (rainwater) away from your property (includes water from roofs and other impermeable surfaces within the curtilage of the property).</p> <p>In some cases, Sewerage Undertaker records do not distinguish between foul and surface water connections to the public sewerage system. If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the Water Company.</p>
i	What is a Combined Sewer?	Combined sewers carry both foul sewage and surface water away from your property.

Adoption Agreement

- i** What does it mean if a sewer is subject to a Section 104 adoption agreement?
- With new developments, the developer will typically lay new sewers which are 'subject to adoption'. Purchasers of new homes will want to know whether or not the property will eventually be connected to a public sewer. The adoption of private sewers and drains by the Sewerage Undertaker is subject to the developer complying with the terms of the adoption agreement made under the provisions of Section 104 of the Water Industry Act 1991. For newly built properties, where the property is part of a very recent or on-going development and the sewers are not the subject of an adoption application, buyers should consult with the developers to ascertain the extent of private drains & sewers for which they will hold maintenance & renewal liabilities.
- i** Why do I need to know if there is a public foul sewer within 30.48 metres (100 feet) of any buildings within the property?
- If foul water from the property does not drain to a public sewer, the presence of a public foul sewer within 30.48 metres (100 feet) of any buildings within the property can result in the local authority requiring the property to be connected to a public sewer if the existing arrangements are unsatisfactory.

Water Pipes

- i** What are Water Pipes?
- Water pipes (water mains, resource mains or discharge pipes) supply clean water to a property. The pipework can be either publicly or privately maintained. 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. If the property is not connected to mains water supply we recommend the situation is checked with the current owner of the property. Details of private supplies are not kept by the Water Undertaker.
- i** What does it mean if there are public water pipes or public sewers within the boundary of the property?
- The presence of public water pipes or public sewers within the boundary of the property may restrict further development. The Water and/or Sewerage Undertaker also has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Water Company or Sewer Undertaker or its contractors needing to enter the property to carry out work. The approximate boundary of the property has been determined by reference to the plan provided.

Information

- i** What is meant by the Private Sewer Transfer?
- On 1 October 2011, the responsibility for many private sewers and lateral drains, which drain to a public sewer and may be located both within and beyond the property boundary, transferred to the water and sewerage companies.
- The water and sewerage companies are currently undertaking an exercise to map these new public sewers and lateral drains. In the meantime however there may be additional public assets not shown on the public sewer map enclosed herein.
- For further information visit:

<http://www.ofwat.gov.uk/households/supply-and-standards/supply-pipes/>

The following diagram illustrate an example of the impact of the new drainage arrangements:



i What is Trade Effluent?

Trade effluent is liquid waste produced as part of a business, trade or industrial process. This excludes surface water and domestic sewage, for example produced from toilets and washrooms. If trade effluent is discharged to the foul sewer, you must have consent from the water company.

i What are Wayleaves & Easements?

These legal rights provide utility companies with access to private land to install and maintain cabling and piping in return for some form of payment. For development projects, this would normally be agreed between a utility company (network operator) and the developer. However, where the incoming services need to cross adjoining land, not owned by the developer, utility companies usually expect the developer to negotiate Wayleaves or Easements directly with the landowner.

Generally speaking, landowners and utility companies choose between either annual payments through a Wayleave or a one-off payment through an Easement.

i What is a manhole?

A manhole is a covered vertical hole in the ground, pavement or road above the underground sewer pipeline. If there is any leakage or blockage in the underground sewer pipeline, the sanitary worker can go down a manhole, up to these sewer pipelines for cleaning or any repair.

Sustainable Urban Drainage System (SuDS)

i What are Sustainable Urban Drainage Systems (SuDS)?

Sustainable Urban Drainage System (SuDS) are designed to drain surface water from a property or site in a natural more sustainable way, than through conventional networks of pipes and sewers, to local watercourses. SuDS slow down surface water run-off and reduce the risk of flooding, particularly during heavy rain. They also improve water quality and reduce the risk of pollution that can happen when foul sewers are overwhelmed by surface water, leading to dirty water being released into rivers.

Unanswered Questions



Why are certain questions not answered within this report?

This report is compiled using publicly available information (as defined by the Water Industry Act 1991). Where data is not publicly available, we provide an insurance policy (see attached). Where we infer certain answers (Q2.1, 2.2 and 3.1) we refer you to alternative sources of information, including billing information, form TA6 or the Property Details Questionnaire which confirms connection to mains drainage, if a septic tank is installed, and information regarding whether a water meter is installed. If both our inference and the form TA6, the Property Details Questionnaire or billing information are incorrect, then our insurance policy would apply.

REGULATED DRAINAGE AND WATER SEARCH INFORMATION ACCURACY INDEMNITY POLICY (BLOCK)

INSURANCE PRODUCT INFORMATION DOCUMENT

Company: Stewart Title Limited

Stewart Title Limited is a title insurance company authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No 2770166. Registered office address: 11 Haymarket, London SW1Y 4BP

Complete pre-contractual and contractual information on this policy is provided in other documents

WHAT IS THIS TYPE OF INSURANCE?

REGULATED DRAINAGE AND WATER SEARCH INFORMATION ACCURACY INDEMNITY POLICY (Block)



WHAT IS INSURED?

- ✓ The defect as described in the Defect section of the Policy Schedule and which arises from your use and ownership of the Property as described in the Policy Schedule.
- ✓ In the event there is an Adverse Entry affecting the Property on the Policy Date directly arising from the Search which materially affects the market value of the Property as detailed in the Defect ("Claim") then we will, subject to your compliance with the terms and conditions of this policy, pay under this policy for those losses and costs which are set out in the Cover section of the Policy Schedule.



WHAT IS NOT INSURED?

- ✗ Any amount higher than the Limit of Indemnity under the Policy Schedule.
- ✗ All matters set out under the Exclusions section of the Policy Schedule.
- ✗ Any claim made either by you and/or a third party against you which is not set out in the Cover section of the Policy Schedule.



ARE THERE ANY RESTRICTIONS ON COVER?

- ! In deciding to accept this policy in exchange for the premium and in setting the terms and premium, we have relied on the information given by you (or anyone acting on your behalf). You must ensure that, when answering any questions asked by us, any information provided is accurate and complete.
- ! If you deliberately or recklessly provide us with false or misleading information, we may treat this policy as if it never existed and decline all claims. If you provide us with false or misleading information carelessly, we may:
 - treat this Policy as if it had never existed, and refuse to pay all claims and return the premium paid. However, we may only do so if we would not otherwise have provided you with insurance cover at all;
 - amend the terms of this policy, and apply the amended terms as if they were already in place, if a Claim has been adversely affected by your carelessness;
 - reduce the amount we will pay on a Claim in the proportion the premium you paid bears to the premium we would have charged for this policy; or
 - take a similar proportionate action.
- ! We, or anyone acting on our behalf, will write to you if we intend to treat this policy as if it had never existed, or amend the terms of this policy.
- ! If you become aware that the information given to us is inaccurate, you must inform us as soon as practicable.



WHERE AM I COVERED?

This policy covers you for the Property specified in the Policy Schedule.



WHAT ARE MY OBLIGATIONS?

- You, or anyone acting on your behalf, must not:
 - disclose the existence of this policy to any third party other than prospective purchasers, lenders, lessees and their legal advisers without our prior written consent
 - take or fail to take action which results in a Claim as this may prejudice your position and void this policy
 - take any steps to settle a Claim without our prior written consent.
- On becoming aware of any potential or actual Claim, you will:
 - provide written notice and details to us at our registered office address immediately of all known facts including all communications, correspondence and all court documents.
 - not admit any liability whatsoever or take steps to compromise or settle the Claim, without our written consent.
 - provide all information and assistance that we and/or any party professional or otherwise acting on our behalf requires at your own expense doing everything reasonably practicable with our prior written consent to minimise any loss.
- You will not make any
 - admission, promise of payment or indemnity
 - application to a court, Upper Tribunal (Land Chamber) or the Land Registry without our written consent



WHEN AND HOW DO I PAY?

You do not make any payments to us directly. Your professional advisors who arranged and recommended the cover to you will tell you how and when to pay.



WHEN DOES THE COVER START AND END?

Your cover will begin on the Policy Date which is set out in the Policy Schedule. The dates of cover are specified on the Policy Schedule.



HOW DO I CANCEL THE CONTRACT?

This policy can be cancelled by contacting us within 14 days of the Policy Date, provided all interested parties (such as lenders holding a mortgage or charge on the Property) consent to cancellation. If you wish to cancel this policy, please write (quoting your policy number) to 'The Underwriting Manager' at our registered address or email to Quotes@stewart.com.

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

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

BASIS OF COVER

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

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

Signed for and on behalf of Stewart Title Limited



Steven Lessack
CEO, Stewart Title Limited

Authorised Signatory

POLICY SCHEDULE

POLICY NUMBER 298288	PROPERTY Each property which is noted on the bordereau
POLICY DATE As referred to on the bordereau per Property	LIMIT OF INDEMNITY See Additional Policy Clause(s) section below
POLICY TERM In Perpetuity from the Policy Date	PREMIUM See Additional Policy Clause(s) section below

THE INSURED

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

THE INSURER

STEWART TITLE LIMITED - (Company Reg 2770166), 11 Haymarket, London SW1Y 4BP

THE DEFECT

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

INSURED USE

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

EXCLUSION(S)

Any Claim arising from or relating to:

- (i) any matter revealed in any other searches made available to the Insured or anyone acting on the Insured's behalf prior to the Policy Date
- (ii) any matter otherwise known to the Insured or anyone acting on the Insured's behalf prior to the Policy Date
- (iii) consequential loss
- (iv) environmental pollution or contamination matters (including but not limited to the Environmental Protection Act 1990 and/or the Water Industry Act 1991)
- (v) any matter where the Insured or their legal advisors have not followed or acted upon the guidance notes provided in the Search

ADDITIONAL POLICY CLAUSE(S)

Definitions:-

Adverse Entry - Any matter or matters which would have been disclosed in the Search and which were in existence on or before the Policy Date which adversely affect the market value of the Property but which were not disclosed in the Search due to:-

- (i) the absence in the Search of answers to questions 1.3, 2.5.1, 2.7, 2.8, 2.9, 3.3, 3.4, 4.5, 5.1 and 5.2 and/or
- (ii) incorrect information being given to the Organisation by the statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Search and/or
- (iii) incorrect information being given by the Organisation to the Insured in respect of Questions 2.1, 2.2, 2.4.1 and 3.1 where the Organisation has interpreted data obtained from the statutory authority or authorities responsible for maintaining the registers but that interpretation is incorrect due to the negligence of, or an error by, the Organisation.

Organisation - Infotrack Limited

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

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

PREMIUM
(£ inclusive of I.P.T)
£ 0.75

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

COVER

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

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

GENERAL PROVISIONS

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

NON INVALIDATION

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

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

IMPORTANT CONDITIONS

In respect of each Property:-

- a. In deciding to accept this policy in exchange for the Premium and in setting the terms and premium, the Insurer has relied on the assumptions made being correct and any information given by the Insured (or anyone acting on the Insured's behalf). The Insured must ensure that, when answering any questions asked by the Insurer, any information provided is accurate and complete and the Insurer is informed of any assumptions which cannot be met.
 - b. If the Insured deliberately or recklessly provides the Insurer with false or misleading information, the Insurer may treat this policy as if it never existed and decline all claims.
-

- c. If the Insured provides the Insurer with false or misleading information carelessly, the Insurer may:
- treat this policy as if it had never existed, and refuse to pay all claims and return the premium paid. However, the Insurer may only do so if it would not otherwise have provided the Insured with insurance cover at all;
 - amend the terms of this insurance, and apply the amended terms as if they were already in place, if a claim has been adversely affected by the Insured's carelessness;
 - reduce the amount the Insurer will pay on a claim in the proportion the premium the Insured has paid bears to the premium the Insurer would have charged for the policy; or
 - take a similar proportionate action.
- The Insurer, or anyone acting on the Insurer's behalf, will write to the Insured if the Insurer intends to treat this policy as if it had never existed, or amend the terms of the policy.
- d. If the Insured becomes aware that the information given to the Insurer is inaccurate, the Insured must inform the Insurer as soon as practicable.
- e. The Insured (or anyone acting on the Insured's behalf) shall not at any time disclose the existence of this policy to any third party other than bona fide prospective purchasers, their lenders, lessees and respective legal advisers without the Insurers written consent
- f. The Insured shall not discuss the Defect with any party without the Insurer's written consent, who, it is reasonable to believe can as a result of the discussion make a Claim.
- g. A bordereau is provided to the Insurer by the Policyholder in Excel format setting out the address of the Property, the Limit of Indemnity (being the purchase price of the Property) and the Policy Date (being the date of exchange of contracts for the purchase of the Property by the Insured) and that the bordereau is sent to the Insurer at the Insurer's Address within 14 days of the month end following the Policy Date and payment for all properties listed on the bordereau paid either by cheque payable to Stewart Title Limited or by BACS to HSBC Bank Plc, 60 Queen Victoria Street, London EC4N 4TR Account Name: Stewart Title Premium Collection Account, Sort Code 40-05-30, Account Number: 94573269 Reference: 298288

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

COMPLAINTS PROCEDURE

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

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

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

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

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

RIGHT TO CANCEL POLICY

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

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

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

CLAIMS CONDITIONS

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

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

The Insured will not make any

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

DEALING WITH THE CLAIM

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

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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

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

Stewart Title Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No: 2770166. Registered office address: 11 Haymarket, London SW1Y 4BP.

Last Revised: *August, 2018*

Our Commitment to Protect Your Privacy

Your privacy is important to us. In Europe and the United Kingdom, we abide by the General Data Protection Regulation and the Data Protection Act, respectively. By (i) browsing our websites, (ii) making inquiries about our products and services, or (iii) ordering a product or service from us (including filing a claim under a policy), you consent to your personal information being collected, held, managed and used in accordance with our privacy practices. You are not required to provide your personal information to us; however, in most cases, without it, we may not be able to provide you with our products and services.

We primarily rely upon the following bases for collecting your personal information: legitimate interest, contract performance, legal obligation or by express consent. You can learn more about these bases for collection and how we handle and process personal information in our Privacy Policy, a copy of which is posted on our website at www.stewartsolution.com/Documents/PrivacyPolicy.pdf or can be made available upon request.

Personal information relates to any information about an individual whose identity can, directly or indirectly, be reasonably determined from it. We will never collect any unnecessary personal information from you and we do not process your information other than as specified in our Privacy Policy. In certain instances, we may share your personal information where we are required or permitted to do so by law.

When you visit our websites, use our products or services, or contact us to make general inquiries, the personal information you submit is stored and transferred to our affiliated companies in Canada and the United States. We may also utilise certain products or services hosted in countries outside of the European Economic Area ("EEA"). By submitting your personal information, you are agreeing to this transfer, storage and/or processing to allow us to provide you with our products and services. Such transfers are on the basis of a variety of legal mechanisms and we ensure (i) the necessary level of protections are in place for your personal information, (ii) strict agreements and measures set out by our company to protect your data are being complied with and (iii) relevant data protection laws are being complied with. Regulatory authorities and enforcement agencies in these other countries may access your personal information in accordance with their laws.

You have several rights regarding the personal information we collect: the right of access, the right to rectification, the right to erasure, the right to restricted processing, and the right to portability. A request to exercise any of these rights must be made in writing and to verify your identity, we will require appropriate identification (for example, a certified copy of your passport) before we will act on any request. Please make your written request to:

By email:	Europe: PrivacyEU@stewart.com UK: PrivacyUK@stewart.com
By post:	Stewart Title Limited Privacy Office – Europe & United Kingdom 11 Haymarket London SW1Y 4BP

If you have any questions or concerns about your privacy and our privacy practices, it is our hope that you will contact us first to address these issues; however, if you feel we have not adequately dealt with your concerns, you may also contact your local data protection authority.

Important Consumer Protection Information

This search has been produced by InfoTrack Ltd, Level 11, 91 Waterloo Road, London, SE1 8RT (Tel: 0207 186 8090, Email: helpdesk@infotrack.co.uk or visit www.infotrack.co.uk) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the UK
- sets out minimum standards which firms compiling and selling search reports have to meet
- promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services. By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you

The Code's core principles

Firms which subscribe to the Search Code will:

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

Complaints

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

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

TPOs Contact Details:

The Property Ombudsman
Milford House
43-55 Milford Street
Salisbury
Wiltshire
SP1 2BP

Tel: 01722 333306 / Fax: 01722 332296
Web: www.tpos.co.uk / Email: admin@tpos.co.uk

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

Please ask your search provider if you would like a copy of the Search Code.



Internal Complaints Procedure

InfoTrack Ltd has a formal internal complaints procedure for handling complaints speedily and fairly. If you wish to make a complaint, we will:

1. acknowledge your complaint within 5 working days of receipt
2. normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
3. keep you informed by letter, telephone or email, as you prefer, if we need more time
4. provide a final response, in writing, at the latest within 40 working days of receipt
5. liaise, at your request, with anyone acting formally on your behalf

Complaints should be sent to: InfoTrack Ltd, Level 11, 91 Waterloo Road, London, SE1 8RT (Tel: 0207 186 8090, Email: helpdesk@infotrack.co.uk, www.infotrack.co.uk)

If you are not satisfied with our final response, or if we exceed the above timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs) - Tel: 01722 333306 / Email : admin@tpos.co.uk. We will co-operate with TPOs during an investigation and comply with any decision the Ombudsman makes.

Revised 29 January 2019

Terms and Conditions

1. Definitions

- In these Terms the following words shall have the following meanings:
- 1.1 "Beta Service(s)" means a Service: (i) which we inform you is a Beta Service during the Order process; and (ii) where the technology required to provide such Service is still within its testing and development phase, and access to which is provided by InfoTrack to You on a strictly "at own risk" basis.
 - 1.2 "Client" means the seller, buyer, potential buyer or lender in respect of the Property who is the intended recipient of the Report.
 - 1.3 "Code" means the Search Code of Practice for Search Compilers and Retailers as updated from time to time.
 - 1.4 "Company" means a company registered at Companies House in respect of which InfoTrack has been instructed to provide a Service.
 - 1.5 "Consumer" means any person acting for purposes other than their trade, business or profession.
 - 1.6 "Intellectual Property Rights" means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property right.
 - 1.7 "Data Protection Legislation" means the Data Protection Act 2018, The General Data Protection Regulation (EU) 2016/679, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable Regulations relating to the processing of personal data and privacy (and any successor legislation, including without limitation, the General Data Protection Regulation), including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority and the equivalent of any of the foregoing in any relevant jurisdiction.
 - 1.8 "Literature" means InfoTrack's brochures, price lists and advertisements in any type of media, including the content of the Website.
 - 1.9 "Order" means the request for Services by You.
 - 1.10 "Privacy Policy" means our Privacy Policy located on our Website and relevant Privacy Notices as applicable to the Services.
 - 1.11 "Property" means an address or location for which InfoTrack provides a Service.
 - 1.12 "Reasonable Inspection" means a due and careful review and examination being undertaken by a competent professional.
 - 1.13 "Report" means the report prepared by InfoTrack in respect of the Property or the Order.
 - 1.14 "Service(s)" means the supply of services by InfoTrack to You including but not limited to a Report, property searches, reports and photographs, company searches, trade marks and domain name searches and other services from time to time and includes our instructions to a Supplier, on your behalf and the dissemination of the information subsequently provided by the Suppliers.
 - 1.15 "Supplier" means any organisation or third party who provides data or information of any form to InfoTrack for the purposes of providing the Services.
 - 1.16 "Terms" means these terms and conditions of business.
 - 1.17 "VAT" means value added tax under the Value Added Tax Act 1994 and any similar replacement or additional tax.
 - 1.18 "Website" means our website located at www.infotrack.co.uk.
 - 1.19 "We", "Us", "Our" and "InfoTrack" are references to InfoTrack Limited a company incorporated in England and Wales with registered number 09474590 and whose registered office is situated at 10 John Street, London, WC1N 2EB. VAT number GB214140659.
 - 1.20 "You" and "Your" are references to the individual, company, partnership or organisation who accesses the Website or places an Order.

2. Agreement

- 2.1 The agreement between You and InfoTrack shall come into existence when InfoTrack accepts your completed Order by either sending you written confirmation or providing you with the relevant Services ("Agreement"). Please read and check your Order before it is submitted so that any errors can be identified and corrected.
- 2.2 These Terms may be varied from time to time. The Terms in force at the time of the Agreement, in conjunction with any relevant Supplier terms and conditions (where InfoTrack is placing orders for searches as Your agent), shall govern the Agreement to the exclusion of all other terms and conditions. You should print a copy of these Terms for future reference.
- 2.3 By submitting an Order, you shall be deemed to have accepted these Terms and Our Privacy Policy and Terms and Conditions and You agree to be bound by these Terms and that Our Privacy Policy is in effect when You place any Order.
- 2.4 These Terms together with the Literature, Privacy Policy and Order comprise the whole agreement relating to the supply of the Services to You by InfoTrack.
- 2.5 If You are not a Consumer You acknowledge that You have not relied upon any representations save insofar as the same have been expressly incorporated in these Terms and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.
- 2.6 If You are a Consumer then, while We accept responsibility for statements and representations made by Our duly authorised agents, please ensure You ask for any variations from these Terms to be confirmed in writing.

3. Services

- 3.1 InfoTrack shall use reasonable care and skill in providing the Services to You and shall use only established and trusted suppliers where obtaining information or data from third parties in accordance with the Code.
- 3.2 We reserve the right to make any changes to the Services described in our Literature to conform with any applicable statutory requirements or any non-material changes which we reasonably deem appropriate in our sole discretion.
- 3.3 Our Services are provided solely for Your use, or the use of Your Clients on whose behalf You have commissioned the Services, and shall not be used or relied upon by any other party, without Our written consent.
- 3.4 You hereby agree that We will start performing the Services as soon as possible, following the formation of the Agreement, which is likely to be before the end of the seven working day period set out in clause 5.2.2.

4. Price and Payment

- 4.1 The price payable for the Services shall be in pounds sterling inclusive of VAT as set out in the Literature or Order, as applicable.
- 4.2 Payment is due in full from You within 30 days of the date of Our invoice (or as otherwise contracted).
- 4.3 InfoTrack reserves the right to amend its prices from time to time and the Services will be charged at the price applicable at the date on which an Order is submitted.
- 4.4 If You fail to pay Our invoice on or before the due date, InfoTrack may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding payment is made in full.
- 4.5 InfoTrack reserves the right to retain payment for Services where a search result is cancelled or the search result is NIL. Each refund is assessed based on its own merits, at Our discretion and is conditional upon the relevant Supplier refunding the applicable charges.

5. Cancellation of Services

- 5.1 If you are a Consumer, you have a legal right to cancel the Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, during the period set out in Term 5.3.
- 5.2 This cancellation right does not apply:
 - 5.2.1 in the case of goods made to Your specifications, where these are personalised goods or by reason of their nature cannot be returned; or
 - 5.2.2 where We have started work on the Services with Your agreement (given in Term 3.4).
- 5.3 As a Consumer Your right to cancel the Agreement starts on the date the Agreement is formed. You have fourteen working days to cancel the Agreement. If you cancel the Agreement within this period, and the exceptions set out in Term 2 do not apply, then You will receive a full refund of any price paid by You. The refund will be processed as soon as possible, and in any case within 30 days of the day on which you gave us notice of cancellation. You will not be liable for any further payment to us in respect of the Agreement.
- 5.4 To cancel the Agreement You must contact Us in writing at our registered office address by sending an email to helpdesk@infotrack.co.uk.
- 5.5 Following cancellation of the Agreement (save for cancellation in accordance with Term 5.3) You will remain liable for any costs, expenses and disbursements incurred by Us prior to receiving written notice of cancellation. Such costs, expenses and disbursements shall be invoiced and payable in accordance with Term 4.2.

6. Termination

- 6.1 InfoTrack may suspend or terminate any agreement with You without any liability to You with immediate effect if at any time:
 - 6.1.1 You fail to make any payment due in accordance with Term 4;
 - 6.1.2 If You repeatedly breach or commit or cause to be committed a material breach of these Terms; or
 - 6.1.3 You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so.

- 6.2 If an Agreement is terminated under this Term 6 and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us having regard to the value of Services already provided to You.

7. Events Beyond Our Control

- 7.1 We reserve the right without notice or liability to You, to defer the date of performance (by a period equivalent to the period during which the Services could not be performed) or to cancel the provision of the Services or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control provided that, if the event in question continues for a continuous period in excess of 60 days, You shall be entitled to give notice in writing to us to terminate the Order.

8. Warranties and Limitation of Liability

- 8.1 Subject to Term 10, Term 11 and Term 12 (as applicable) We provide warranties and accept liability only to the extent stated in this Term 8.
- 8.2 We do not exclude or restrict our liability for death or personal injury caused by our own negligence or any other liability the exclusion of which is expressly prohibited by law.
- 8.3 Unless otherwise indicated on the front page of the Report, We confirm that any individuals within Our business who conducted any searches has not knowingly had any personal or business relationship with any individual involved in the sale of or dealings with the Property.
- 8.4 In providing the Services You acknowledge and accept that:-
 - 8.4.1 InfoTrack's only obligation is to exercise reasonable care and skill in providing the Services in accordance with the Code.
 - 8.4.2 The Services do not include any information relating to the value or worth of the Property or the Company.
 - 8.4.3 InfoTrack cannot warrant or guarantee that the Website or any website linked to or from the Website will be uninterrupted or error free or free of viruses or other harmful components and furthermore InfoTrack cannot warrant the performance of any linked internet service not operated by InfoTrack. Accordingly InfoTrack shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to Your computer equipment, software, data or other property resulting from Your access to, use of or browsing of the Website; or as a result of downloading any material, data, text, images, video or audio from the Website; or by the contents of or Your access to, any website linked to the Website; or for inaccuracies or typographical errors of information or on the Website.
 - 8.4.4 InfoTrack shall use reasonable endeavours to provide the Services within the timescale set out in the Literature.
 - 8.4.5 Any services other than our Services, which are advertised in the Literature are for information only, and We are not responsible for any such services which You may use as a result of our recommendation or otherwise. Any such third party services may be subject to the terms and conditions of the relevant third party service provider.

- 8.5 In connection with the Report You undertake to make a reasonable inspection of any results set out therein to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify Us in writing of such defect as soon as possible after its discovery.
- 8.6 Any claim relating to data or information obtained from a Supplier shall in the first instance be made against the Supplier (with such assistance from InfoTrack as may reasonably be required) and only if such a claim cannot be made against the Supplier will You make a claim against InfoTrack.
- 9. Supplier's Obligations**
- This Term 9 only applies if you are a Supplier
- For the purposes of this Term 9, the terms "controller", "processor", "processing", "data subject", "personal data", "personal data breach" and "appropriate technical and organisational measures" shall have the meanings given under the Data Protection Act 2018 and the General Data Protection Regulation and any related Data Protection Legislation.
- In this Term 9 "Applicable Laws" means (for so long as and to the extent that they apply to InfoTrack) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and "Domestic UK Law" means the UK Data Protection Legislation and any other law that applies in the UK.
- 9.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the controller and InfoTrack is the processor. Our Privacy Policy sets out the scope, nature and purpose of processing by Us, the duration of the processing and the types of personal data and categories of data subject.
- 9.2 The Supplier warrants that all personal data that it provides to InfoTrack has been lawfully obtained and that the receipt, possession or use of that personal data in accordance with these Terms will not place InfoTrack in breach of any applicable Data Protection Legislation or infringe any third party rights.
- 9.3 The Supplier shall ensure it obtains informed consent from data subjects in respect of the processing of any personal data that is personal to them (or otherwise have another valid lawful basis for processing (or transferring) their personal data), in accordance with all applicable Data Protection Legislation and regulations from time to time and (without limitation) the following specific obligations:
- 9.3.1 the Supplier shall ensure that all data subjects to which any personal data relates have (if so applicable) given their express, valid, informed and freely given consent and, to the transfer of their personal data by the Supplier to InfoTrack and to the processing of their personal data by InfoTrack in respect of the Services or otherwise have another valid lawful basis for processing (or transferring) their personal data);
- 9.3.2 the Supplier shall ensure that all data subjects to which any personal data relates are provided with a copy of Our Privacy Policy and any relevant Privacy Notices in accordance with all applicable Data Protection Legislation;
- 9.3.3 the Supplier shall maintain such documentation as is required under the Data Protection Legislation in respect of its obligations as controller of personal data;
- 9.3.4 the Supplier shall ensure that a data protection officer is designated at all times for the duration of the Agreement; and
- 9.3.5 the Supplier shall implement appropriate technical and organisational measures to ensure an appropriate level of security to protect any personal data.
- 9.4 The Supplier shall fully indemnify InfoTrack against all losses arising from or incurred by it as a result of the loss, destruction or unauthorised disclosure of or unauthorised access to or use of personal data as a result of the Supplier's failure to comply with the provisions of paragraphs 9.2 and 9.3. of these Terms or the Data Protection Legislation.
- 9.5 InfoTrack shall, in relation to any personal data processed in connection with the performance by InfoTrack of its obligations under the Agreement:
- 9.5.1 process that personal data only for the purposes of performing its obligations under the Agreement and in accordance with the written instructions given by the Supplier from time to time;
- 9.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, such personal data;
- 9.5.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- 9.5.4 not transfer any personal data outside of the European Economic Area unless it complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data transferred;
- 9.5.5 assist the Supplier (at the Supplier's cost) in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 9.5.6 notify the Supplier without undue delay on becoming aware of a personal data breach;
- 9.5.7 maintain complete and accurate records to demonstrate its compliance with this paragraph 9.5;
- 9.5.8 at the written direction of the Supplier, delete or return personal data and copies thereof to the Supplier as soon as reasonably practicable on termination of the Agreement except for copies that InfoTrack may retain for audit or archiving purposes or unless otherwise required by Applicable Laws to store the personal data; and
- 9.5.9 subject to paragraph 9.6, not appoint any new third party processors of personal data without providing the Supplier with an opportunity to object to the appointment of each subcontractor.
- 9.6 The Supplier consents to InfoTrack appointing the third party processors as set out in Our Privacy Policy as third-party processors of personal data under the Agreement. The Supplier shall ensure that it obtains informed consent from data subjects in respect of the processing of any personal data that is personal to them in accordance with paragraph 9.3, as may be required by such third-party processors.
- 10. Our Liability if you are a Business**
- This Term only applies if you are not contracting as a Consumer and is subject to Term 12 below
- 10.1 We only supply the Reports for use by You and Your Clients, and You agree not to use the Reports for any re-sale purposes unless You have obtained Our prior written consent.

- 10.2 Nothing in these Terms limits or excludes Our liability for:
- 10.2.1 Death or personal injury caused by Our negligence;
 - 10.2.2 Fraud or fraudulent misrepresentation;
 - 10.2.3 Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - 10.2.4 Defective products under the Consumer Protection Act 1987.
- 10.3 Subject to Term 10.2, We will under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:
- 10.3.1 Any loss of profits, sales, business or revenue;
 - 10.3.2 Loss or corruption of data, information or software;
 - 10.3.3 Loss of business opportunity;
 - 10.3.4 Loss of anticipated savings;
 - 10.3.5 Loss of goodwill; or
 - 10.3.6 Any indirect or consequential loss.
- 10.4 Subject to Term 10.2 and Term 10.3, Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10 million.

11. Our liability if you are a Consumer

This Term 11 only applies if you are a Consumer.

- 11.1 If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of these Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by You and us at the time We entered into the Agreement. Where data is transferred outside of the European Economic Area (subject to our Privacy Policy) then our liability shall be governed by the terms of the provision of services where an agreement approved by the European Commission is utilised.
- 11.2 We only supply the Reports for private use. You agree not to use the Reports for any commercial, business or re-sale purposes, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11.3 We do not in any way exclude or limit Our liability for:
- 11.3.1 Death or personal injury caused by Our negligence;
 - 11.3.2 Fraud and fraudulent misrepresentation;
 - 11.3.3 Any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - 11.3.4 Any breach of the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
 - 11.3.5 Defective products under the Consumer Protection Act 1987.
- 11.4 We have obtained insurance cover in respect of Our own liability for individual claims not exceeding £10 million per claim. Our liability is therefore limited to £10 million in respect of any single claim, event, or series of related claims or events and You are responsible for making your own arrangements for the insurance of any excess loss.

12. Beta Services

- 12.1 If You place an Order for Beta Services You acknowledge and accept that: (i) the Beta Services are still within their development and testing phase; and (ii) that accordingly there is a risk that there may be errors or defects in the Beta Services (and any Reports or other outcomes derived from them).
- 12.2 Subject to Term 12.3 below:
- 12.2.1 We will under no circumstances whatsoever be liable to You (or any other party) for any loss or damage caused as a result of any defects, failures, errors or omissions contained within the Beta Services (and any Reports or other outcomes derived from them);
 - 12.2.2 Without prejudice to the generality of Your obligations under Term 8.5, You must carry out a Reasonable Inspection of the Beta Services (and any Reports or other outcomes derived from them); and
 - 12.2.3 You must satisfy Yourself that the content of the Beta Services (and any Reports or other outcomes derived from them) is correct and accurate.
- 12.3 Nothing in this Term 12 limits or excludes Our liability for:
- 12.3.1 Death or personal injury caused by Our negligence;
 - 12.3.2 Fraud and fraudulent misrepresentation;
 - 12.3.3 Any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - 12.3.4 Any breach of the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
 - 12.3.5 Defective products under the Consumer Protection Act 1987.

13. Intellectual Property Rights

- 13.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either InfoTrack or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights save solely to the extent set out at Term 13.5 below.
- 13.2 You agree that You will procure that Your clients on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with InfoTrack change, amend, remove, alter or modify the Service or any trademark or proprietary marking in the Service.
- 13.3 You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this Term 13.
- 13.4 You agree to indemnify Us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) arising out of or in connection with any claim for actual or alleged infringement of a third party's Intellectual Property Rights as a result of You including an Ordnance Survey plan within the Order.

- 13.5 To the extent that some part of the Services purchased by You requires or permits You to use any of Our Intellectual Property Rights in Our software or otherwise, We hereby grant to You a licence to use such Intellectual Property Rights solely to the extent required for the purpose of receiving, accessing and using the Services ("Licence") on the following terms:
- 13.5.1 The Licence is non-exclusive, royalty free and shall not be sub-licensed, assigned or otherwise transferred by You;
- 13.5.2 The Licence will continue only for so long as it is reasonably required in order for You to receive, access and use the Services; and
- 13.5.3 We have the right to terminate the Licence at any time at our sole discretion.
- 14. Insurance**
- 14.1 Our insurers are Chubb European Group SE and CNA Insurance Company Limited whose address is 100 Leadenhall Street, London, EC3A 3BP. The level of cover provided by them for our Professional Indemnity Insurance is £10 million.
- 14.2 Our Professional Indemnity Insurance includes cover for errors and omissions in local authority and water company data and records used to compile our search reports. Should we cease to trade for any reason, prior to that event, we shall execute run-off insurance cover under our Professional Indemnity Insurance for our past search products and services.
- 14.3 Should we cease to trade for any reason, prior to that event, we shall execute run-off insurance cover under our Professional Indemnity Insurance for our past search products and services.
- 15. Complaints**
- 15.1 Full details of Our Complaints Procedure are set out on Our Website. We will deal with any complaints made by You in accordance with the Complaints Procedure.
- 15.2 As per Our Complaints Procedure, should you not be satisfied with our final response or we have exceeded the response timescales pursuant to Our Complaints Procedure, you may refer your complaint to The Property Ombudsman Scheme. The Property Ombudsman Scheme's website is www.tpos.co.uk and email address is admin@tpos.co.uk. We will co-operate fully with The Property Ombudsman Scheme during an investigation and comply with his final decision.
- 15.3 We will co-operate fully with The Property Ombudsman Scheme during an investigation and comply with his final decision. Terms and Conditions
- 16. General**
- 16.1 You shall not be entitled to assign the Agreement or any part of it without Our prior written consent.
- 16.2 We may assign the Agreement or any part of it to any person, firm or company provided that such assignment shall not materially affect Your rights under the Agreement.
- 16.3 The parties to these Terms do not intend that any term of Our Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.
- 16.4 Failure or delay by Us in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of Our rights under the Agreement.
- 16.5 Any waiver by Us of any breach of, or any default under, any provision of the Agreement by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.
- 16.6 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.
- 16.7 Unless otherwise stated in these Terms, all notices from You to InfoTrack or vice versa must be in writing and sent to InfoTrack's registered office address as stipulated in Term 1.19 (or as updated from time to time) or Your address as stipulated in the Order.
- 16.8 In providing the Services and Reports We will comply with the Search Code.
- 16.9 Any personal data which you provide to us will be held in accordance with the Data Protection Act 2018 and other applicable Data Protection Legislation and regulations from time to time (including, without limitation, the General Data Protection Regulation when it is brought into force) and only used in accordance with Our Privacy Policy (details of which are set out on Our Website) and any relevant Privacy Notices. Whilst non-contractual you agree and acknowledge that the terms of the Privacy Policy and any relevant Privacy Notices are in force during the term of this agreement and may be subject to change or variation from time to time.
- 16.10 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales. However, if You are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland you may also bring proceedings in Scotland.

Revised August 2023

Official Local Authority Search Commercial (CON29R + LLC1)



Search Details

Prepared for: JPL Solicitors Limited

Matter: 1097

Client address: St. Davids Business Centre, - New Road, Newtown, SY16 1RB

Property:

Whittaker & Co Uk Ltd, Bryn Isel, The Bank, Newtown, SY16 2AB

Local Authority:

Powys County Council

Neuadd Maldwyn, Severn Road, Welshpool, SY21 7AS

Date Returned:
06/01/2025

Property type:
Commercial

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: 2024/03354
NLIS Reference:
Date: 06-Jan-2025

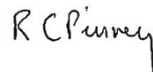
Applicant:
Info Track
71751915:1097
Level 11
91, Waterloo Road
London
SE1 8RT

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:
Bryn Isel
The Bank
Newtown
Powys
SY16 2AB

It is hereby certified that the search requested above reveals the 9 registrations 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: 06 January 2025

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
NEWTOWN AND PENYGLODDFA CONSERVATION AREA Conservation Area declared by Montgomeryshire District Council, on 29th May 1986, under Section 277 of the Town and Country Planning Act 1971. Town and Country Planning Act 1971 section 277 Ref: NEWTOWN - CONS TLC Ref: PT185553	Montgomeryshire District Council	Powys County Council, Ty Maldwyn, Brook Street, Welshpool, SY21 7PH	24/06/1986
Rose Mount (Bryn Aderyn) The Bank Newtown Powys SY16 2AB Full application Decision: Consent Dated: 31/05/2011 Change of use from offices to a single residential unit Application Number: P/2011/0386 Town and Country Planning Act 1990 TLC Ref: AP138321	Powys County Council	Powys County Council, Ty Maldwyn, Brook Street, Welshpool, SY21 7PH	31/05/2011
Bryn Aderyn Bank Chambers Shortbridge Street Newtown Powys Listed Building Consent Decision: Consent Dated: 30/11/1998 Listed building consent for internal alterations Application Number: M/1998/0784	Powys County Council	Powys County Council, Ty Maldwyn, Brook Street, Welshpool, SY21 7PH	30/11/1998

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
Town and Country Planning Act 1990 TLC Ref: AP121371			
BRYN ISEL THE BANK SHORTBRIDGE STREET NEWTOWN PLANNING TYPE Decision: (CC) CONDITIONAL CONSENT Dated: 04/03/1988 ERECTION OF COMMERCIAL DEVELOPMENT COMPRISING SHOPS AND OFFICES. Application Number: M15868 Ref: M15868 TLC Ref: PA248421	Montgomeryshire District Council	Powys County Council, County Hall, Spa Road East, Llandrindod Wells, LD1 5LG	04/03/1988
BRYN ISEL THE BANK NEWTOWN PLANNING TYPE Decision: (CC) CONDITIONAL CONSENT Dated: 03/04/1987 OUTLINE APPLICATION FOR TWO STOREY OFFICE ON EXISTING CONCRETE BASE. Application Number: M14972 Ref: M14972 TLC Ref: PA248147	Montgomeryshire District Council	Powys County Council, County Hall, Spa Road East, Llandrindod Wells, LD1 5LG	03/04/1987
BRYN ISEL THE BANK NEWTOWN PLANNING TYPE Decision: (CC) CONDITIONAL CONSENT Dated: 07/02/1986 CHANGE OF USE FROM DWELLING HOUSE TO OFFICES. Application Number: M13812 Ref: M13812 TLC Ref: PA258121	Montgomeryshire District Council	Powys County Council, County Hall, Spa Road East, Llandrindod Wells, LD1 5LG	07/02/1986
BRYN ISEL THE BANK SHORTBRIDGE STREET NEWTOWN PLANNING TYPE	Montgomeryshire District Council	Powys County Council, County Hall, Spa Road East, Llandrindod Wells, LD1 5LG	05/10/1984

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
Decision: (CC) CONDITIONAL CONSENT Dated: 05/10/1984 ERECTION OF SHOP AND OFFICE. Application Number: M12510 Ref: M12510 TLC Ref: PA211355			

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

Part 7: New Town Charges New Towns Act [1981, sections 1(5) and 12]			
Description of charge	Originating Authority	Place where relevant documents may be inspected	Date of Registration
New Town Designation Order, NEWTOWN NEWTOWN NEW TOWN (DESIGNATION) ORDER 1967 Ref: NEWTOWN - NT TLC Ref: MS197106	Powys County Council	Powys County Council, Ty Maldwyn, Brook Street, Welshpool, SY21 7PH	18/12/1967

Powys County Council

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

Part 10: Listed Buildings Charges Town and Country Planning Act 1971, section 54(6)			
Description of charge	Originating Authority	Place where relevant documents may be inspected	Date of Registration
BRYN ADERYN AND ROSEMOUNT, THE BANK, NEWTOWN 62/A/4&5(4) {BRYN ADERYN AND ROSEMOUNT, THE BANK, NEWTOWN Grade II Listed Building CADW Record No: 62/A/4 & 5 (4) Date Listed : 9th May 1988} Ref: N/TOWN BRYN ADERYN TLC Ref: MT194937	CADW	Powys County Council, Ty Maldwyn, Brook Street, Welshpool, SY21 7PH	22/07/1988

REPLIES TO STANDARD ENQUIRIES OF LOCAL AUTHORITY (2016 Edition)

Applicant:

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

Search Reference: 2024/03354
NLIS Reference:
Date: 06-Jan-2025

Property:

Bryn Isel
The Bank
Newtown
Powys
SY16 2AB

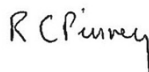
Other Roads etc:

**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: 06 January 2025

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: P/2011/0386

Change of use from offices to a single residential unit

Rose Mount

(Bryn Aderyn)

The Bank

Newtown

Powys

SY16 2AB

Date of Decision : 31/05/2011

Date Decision Issued : 31/05/2011

Decision :Consent

Rose Mount

(Bryn Aderyn)

The Bank

Newtown

Powys

SY16 2AB

Reference: M12510

ERECTION OF SHOP AND OFFICE.

BRYN ISEL THE BANK SHORTBRIDGE STREET NEWTOWNDate of Decision : 05/10/1984

Date Decision Issued : 05/10/1984

Decision :(CC) CONDITIONAL CONSENT

Reference: M14972

OUTLINE APPLICATION FOR TWO STOREY OFFICE ON EXISTING CONCRETE BASE.

BRYN ISEL THE BANK NEWTOWNDate of Decision : 03/04/1987

Date Decision Issued : 03/04/1987

Decision :(CC) CONDITIONAL CONSENT

Reference: M13812

CHANGE OF USE FROM DWELLING HOUSE TO OFFICES.

BRYN ISEL THE BANK NEWTOWNDate of Decision : 07/02/1986

Date Decision Issued : 07/02/1986

Decision :(CC) CONDITIONAL CONSENT

Reference: M15868

ERECTION OF COMMERCIAL DEVELOPMENT COMPRISING SHOPS AND OFFICES.

BRYN ISEL THE BANK SHORTBRIDGE STREET NEWTOWNDate of Decision : 04/03/1988

Date Decision Issued : 04/03/1988

Decision :(CC) CONDITIONAL CONSENT

Reference: M15417

OFFICE SIGN.

BRYN ADERYN THE BANK NEWTOWNDate of Decision : 04/09/1987

Date Decision Issued : 04/09/1987

Decision :(CA) CONSENT

(b) a listed building consent

Reference: M/1998/0784

Listed building consent for internal alterations

Bryn Aderyn

Bank Chambers

Shortbridge Street

Newtown

Powys

Date of Decision : 30/11/1998
Date Decision Issued : 30/11/1998
Decision : Consent
Bryn Aderyn
Bank Chambers
Shortbridge Street
Newtown
Powys

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

information.

(k) building regulation completion certificate and

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 - within Town Centre Area - 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 brown or pink coloured centreline on the enclosed highways plan are maintained at public

expense.

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

No

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

N/A

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

N/A

Informative

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

If a Highway Lateral Extent search is required, please contact land.charges@powys.gov.uk 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

(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?

Yes - Planning Application 21/0559/OUT - Land At And Surrounding Nant Helen Open Cast Coal Site, Powys and Onllwyn Distribution Centre, Neath Port Talbot

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*

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.



Cyngor Sir

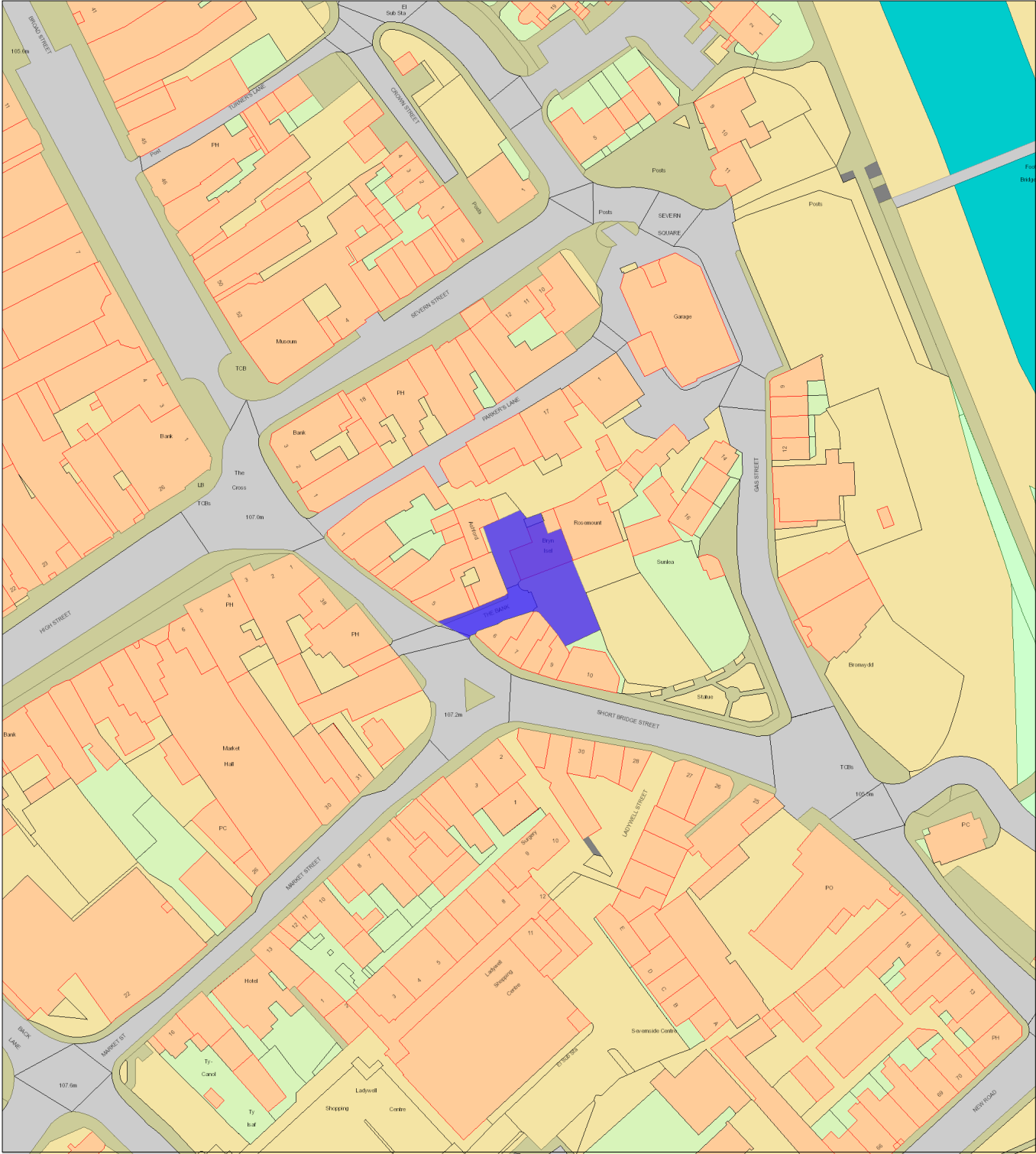



County Council

Printed by: HIK Date: 13/12/2024

Highways Land Charges Search
2024 03354

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Search Reference:	2024/03354	
Property Address:	Bryn Isel The Bank Newtown Powys SY16 2AB	
Date:	12-Dec-2024	

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ADDITIONAL INFORMATION

We would like to draw your attention to the following:-

Note: LISTED BUILDING IMPORTANT INFORMATION

What Listing means for you:-

* The whole of the building is protected and specifically includes the inside as well as the outside and all architectural features and structures within the grounds.

* A Listed building may not be demolished or altered in any way unless you have first obtained LISTED BUILDING CONSENT from Powys County Council. Applications are decided by the Authority's Planning Committee, advised by its officers (and Cadw). Note particularly that among other works, CONSENT may be required for cleaning or painting (or re-painting of the interior or exterior) if this would affect its character.

* It is a criminal offence to carry out works to a Listed building without Consent. The Local Authority may take action against you and any contractor working for you if unauthorised work is done before consents have been obtained.

* All grades of Listed buildings are equally protected. The grade simply reflects the importance of the building on a nationally adopted scale. This does not necessarily mean that your building has to be preserved exactly as it is now but alterations and extensions must be carried out in a sympathetic manner using appropriate materials and techniques after due consideration of all the implications. If you are in any doubt about the particular merits of any part of the building it is advisable to discuss this with us.

The Council's Built Heritage Team will be happy to advise you about the full implications of owning a listed building and be pleased to discuss any proposed alterations or other works you would like to do. In some cases grants may be available for certain types of appropriate repair.

Note Reference: NO197618

Note: Search area abuts other Listed Building(s)

Note Reference: NO278579



LOCAL LAND CHARGES VAT RECEIPT

VAT Receipt Number: 2024/03354

VAT Receipt Date: 12-Dec-2024

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

Search Reference: 2024/03354
Online Reference:
Online Source:
Search Date: 12-Dec-2024

Search Property: Bryn Isel
The Bank
Newtown
Powys
SY16 2AB

Description	Amount in £
CON29 Standard (Full)	177.00
LLC1 Full	6.00
Total Net	153.50
Total VAT @ 20%	29.50
Total amount due	183.00

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

Commercial Property Standard Enquiries

CPSE.7 (version 1.3) General short form pre-contract enquiries for all property transactions

Conditions

This document may be used free of charge subject to the Conditions set out in *GN/CPSE (version 3.3) Guidance notes on the Commercial Property Standard Enquiries*.

Particulars

Seller: Anna Cooperwhite

Buyer:

Property: Bryn Isel, The Bank, Shortbridge Street, Newtown, Powys, SY16 2AB

Transaction: Sale of Bryn Isel

Seller's solicitors: JPL Solicitors Limited

Buyer's solicitors:

Date:

Interpretation

1. In interpreting these enquiries, the terms set out in the Particulars have the meanings given to them in the Particulars and the following interpretation also applies:

- **Buyer:** includes tenant and prospective tenant.
- **Conduits:** means the pipes, wires and cables through which utilities and other services are carried.
- **Property:** includes any part of it and all buildings and other structures on it.

- **Rights:** means any covenants, agreements, rights, restrictions, or informal arrangements of any kind (including any which are in the course of being acquired).
- **SDLT:** includes Land Transaction Tax where the Property is in Wales, and references to HMRC include the Welsh Revenue Authority where relevant.
- **Seller:** includes landlord and prospective landlord.

2. The replies to the enquiries will be given by the Seller and addressed to the Buyer. Unless otherwise agreed in writing, only the Buyer and those acting for it may rely on them.

- References in these enquiries to "**you**" mean the Seller and to "**we**" and "**us**" mean the Buyer.
- In replies to the enquiries, references to "**you**" will be taken to mean the Buyer and to "**we**" and "**us**" will be taken to mean the Seller.

3. The replies are given without liability on the part of the Seller's solicitors, its members, partners, employees, consultants or other staff.

4. The Buyer acknowledges that even though the Seller will be giving replies to the enquiries, the Buyer should still inspect the Property, have the Property surveyed, investigate title and make all appropriate searches and enquiries of third parties.

5. In replying to each of these enquiries and any supplemental enquiries, the Seller acknowledges that it is required to provide the Buyer with copies of all documents and correspondence and to supply all details relevant to the replies, whether or not specifically requested to do so.

6. The Seller confirms that pending exchange of contracts or, where there is no prior contract, pending completion of the Transaction, it will notify the Buyer on becoming aware of anything which may cause any reply that it has given to these or any supplemental enquiries to be incorrect.

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ENQUIRIES

1. BOUNDARIES AND EXTENT

In this enquiry, "**Boundary Features**" means all walls, fences, ditches, hedges or other features that form the physical boundary of the Property.

- 1.1 Are you aware of any discrepancies between the boundaries referred to in the title deeds and the Boundary Features?

No

- 1.2 Have any alterations been made to the position of any Boundary Features during your ownership or, to your knowledge, earlier?

No

- 1.3 In relation to each of the Boundary Features:

- (a) Which of them have you maintained or regarded as your responsibility?
- (b) Which of them has someone else maintained or regarded as their responsibility?
- (c) Which of them have you treated as a party structure or jointly repaired or maintained with someone else?
- (d) Are there any agreements for their maintenance?
- (e) Are any of them subject to a party wall award or agreement?

The lane leading up to the property and the back entrance

- 1.4 Does any part of the Property lie beneath or above adjoining premises, roads or footpaths?

Yes the lane leading up and the road, we maintain and look after our side

- 1.5 Are there any adjoining or nearby premises or land which you use or occupy in connection with the Property?

Yes the back entrance to the property

2. RIGHTS BENEFITTING THE PROPERTY

- 2.1 What Rights does the Property benefit from, other than those which are apparent from the copy documents supplied?

Just those apparent from the copy of documents

- 2.2 Please confirm that all terms and conditions relating to the exercise of any Rights which benefit the Property have been complied with.

N/A

- 2.3 Have you (or, to your knowledge, has any predecessor in title) registered any notices, cautions against first registration or other entries against any other titles at the Land Registry in relation to any Rights which benefit the Property?

I am not aware of any

- 2.4 What are the pedestrian and vehicular access routes to and from the Property?

Up the lane know as The Bank either walking or in a vehicle

- 2.5 Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights benefitting the Property?

I am not aware of any

3. ADVERSE RIGHTS AFFECTING THE PROPERTY

- 3.1 What Rights is the Property subject to, other than those which are apparent from the copy documents supplied?

N/A

- 3.2 Please confirm that all terms and conditions relating to the exercise of any Rights to which the Property is subject have been complied with.

N/A

- 3.3 Are there any overriding interests to which the Property is subject?

N/A

- 3.4 Does the Property, or any property over which Rights are enjoyed, include any land that is currently used or has in the past ten years been used by members of the public for recreational purposes, whether with or without your permission?

N/A

- 3.5 Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights to which the Property is subject?

N/A

4. PHYSICAL CONDITION

- 4.1 Is the Property now, or has it ever been, affected by any of the following:

- (a) structural or inherent defects;
- (b) subsidence, settlement, landslip or heave;
- (c) defective Conduits, fixtures, plant or equipment;
- (d) rising damp, rot, or any fungal or other infection;
- (e) Japanese knotweed;
- (f) any other infestation; or
- (g) flooding?

N/A

- 4.2 Is there any Green Deal Plan affecting the Property?

N/A

- 4.3 Has asbestos, or any other substance known or suspected to be unsuitable for its purpose, unstable or hazardous, been used in, or removed from, the Property including Conduits, fixtures, plant and equipment?

Separate file sent via email

- 4.4 Please supply copies of the most recent asbestos survey and asbestos management plan for the Property, together with any other relevant information you hold.

Separate file sent via email

- 4.5 Please supply copies of any subsisting guarantees, warranties and/or insurance policies relating to any buildings erected on or major alterations or engineering works carried out at the Property within the last 12 years.

N/A

- 4.6 Please confirm that all Conduits, fixtures, plant or equipment in or serving the Property have been regularly tested and maintained and that all recommended work has been carried out.

Provided Separately

5. CONTENTS

- 5.1 Please list any fixtures and fittings that will be removed from the Property before completion.

None

- 5.2 Other than those belonging to an occupational tenant, please confirm that you own all fixtures and fittings that will remain on the Property free from third party rights.

Yes

6. UTILITIES AND SERVICES

- 6.1 Please list the services available at the Property and confirm which (if any) are connected to the mains and which are metered.

- 6.2 Do any parts of the services pass over, under or through any land which is not part of the Property?

No

- 6.3 Does the Property have a communal heating, cooling or hot water system?

No

- 6.4 Please provide:

- (a) Copies of the most recent bills for the services referred to at enquiry 6.1;
- (b) The name and contact details of the individual within your organisation who deals with energy supplies relating to the Property and confirm that we may make contact in order to obtain information about the services supplied.

7. FIRE SAFETY AND MEANS OF ESCAPE

7.1 What are the current means of escape from the Property in case of emergency?

Provided Separately

7.2 Have you experienced any difficulty in completing the fire risk assessment for the Property or when co-operating with anybody else in order to comply with fire safety regulations?

No

7.3 Has there been any fire risk recommendation that has not been implemented?

No

8. PLANNING AND BUILDING REGULATIONS

8.1 Are you aware of any breach of planning law in relation to the construction, use or occupation of the Property?

No

8.2 Is any building or structure on the Property listed under planning law?

I think CADW

8.3 What works have been carried out at the Property during the last 4 years?

None

8.4 What changes of use have taken place at the Property during the last 10 years?

None

8.5 What is the existing use of the Property and how is it authorised under planning legislation?

No

8.6 Where you or your solicitor have them, please supply copies of all planning documents and all building regulations consents relating to the Property.

N/A

8.7 Have you made an application for planning permission which has not yet been determined by the local authority or are there any other planning proceedings currently taking place in relation to the Property?

No

8.8 What information do you have about any proposals for the development of any adjoining or neighbouring property?

None

8.9 Are you aware of any existing or future Community Infrastructure Levy liability relating to the Property?

No

9. STATUTORY AGREEMENTS AND INFRASTRUCTURE

9.1 Are you aware of any outstanding obligations relating to the construction or adoption of the highway, Conduits or any other infrastructure that supplies the Property?

No

9.2 Are you required to enter into any agreement or obligation with any planning, highway or other public authority or utilities provider?

No

9.3 Are you aware of anything affecting the Property that is capable of being registered on the Local Land Charges Register but is not so registered?

No

10. STATUTORY AND OTHER REQUIREMENTS

10.1 Are you aware of any breach of statutory requirements that relate to the Property or its use or occupation?

No

10.2 Do you have a health and safety file for the Property?

No

10.3 If the answer to enquiry 10.2 is yes

(a) Is the file at the Property and available for us to inspect?

(b) In what form will the file be provided to us upon completion?

10.4 Please supply a valid Energy Performance Certificate (**EPC**) for the Property.

Supplied separately

10.5 Where the Property has an EPC rating of F or G, please supply a copy of any information or evidence used to support any registration in the Exemptions Register established under the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015.

Supplied separately

10.6 Please confirm when the air conditioning at the Property was last inspected and provide a copy of that inspection report.

N/A

10.7 Please supply details of any grant made or claimed in respect of the Property including circumstances in which it may have to be repaid.

N/A

11. ENVIRONMENTAL

- 11.1 Where you or your solicitor have them, please supply copies of all environmental and flood risk reports that have been prepared in relation to the Property.

N/A

- 11.2 Please supply a copy of all statutory authorisations under all environmental law for the current uses of the Property (if applicable).

N/A

- 11.3 Are there, or have there ever been, any above or below ground bulk storage tanks at the Property? If so, please confirm the contents and age of those tanks (or estimate the age as accurately as possible).

NO

- 11.4 Please confirm that you are not aware of any breach of any environmental law relating to the past or present use or occupation of the Property or for substances in, on, at or under the Property.

NO

- 11.5 Please confirm that you are not aware of any environmental incidents including the leaking or discharging of any substances at the Property or on or at any nearby properties.

NO

12. OCCUPIERS

- 12.1 Does anyone apart from you have any right to use or occupy the Property?

No

- 12.2 If the Property is vacant, when and why did it become vacant?

Currently Occupied

13. INSURANCE

13.1 Have you ever experienced any difficulty in obtaining insurance cover for the Property at normal rates and subject to normal exclusions?

No

13.2 Please give details of any outstanding insurance claims in relation to the Property.

N/A

13.3 If the buildings insurance policy is to remain in place after exchange of contracts, please supply a copy of the policy and schedule of insurance cover.

N/A

13.4 Please provide a copy of any other insurance policies relating to the Property (together with the proposal form and other material correspondence with the insurers) including any title indemnity insurance policies.

N/A

13.5 Please provide details of any breaches of any insurance policies relating to the Property.

N/A

14. RATES AND OTHER OUTGOINGS

14.1 Have any works been carried out to the Property which may cause the rateable value of the Property to be reviewed?

No

14.2 Have you or any occupier of the Property, made any claim for void period allowance or for exemption from liability from business rates? Is any claim pending/outstanding?

No

14.3 Are there any other outgoings relating to the Property not referred to elsewhere in these enquiries?

N/A

- 14.4 Please supply the most recent bills for business rates and all other outgoings relating to the Property.

- 14.5 If the Property is subject to a Business Improvement District Arrangement, please give details of any levy currently payable.

n/A

15. NOTICES

Please supply a copy of any notices affecting the Property that you or your predecessors or any tenant or occupier have given or received and confirm that those notices have been complied with.

N/A

16. DISPUTES

Please provide details of any outstanding complaints or past, current or likely disputes affecting the Property its use and occupation.

N/A

17. SDLT ON ASSIGNMENT OF A LEASE

In this enquiry, Lease is any lease under which the Property is held and which is to be assigned by you in the Transaction.

- 17.1 Where the Lease or the substantial performance of the agreement to grant the Lease or any event since the grant of the Lease constitutes a transaction notifiable for SDLT purposes, including the payment of a premium for the grant of the Lease or any assignment of it, please provide copies of all land transaction returns and certificates issued by HMRC certifying notification.

n/A

- 17.2 Is there any potential or actual outstanding SDLT liability, including any resulting from the settlement or determination of any rent reviews or other provision for varying the rent or settlement or determination of any contingent, uncertain or unascertained rents?

N/A

- 17.3 Were any SDLT reliefs claimed on the grant of the Lease and, if applicable, on the assignment of the Lease to you that would result in the assignment of the Lease by you being deemed to be the grant of a new lease?

N/A

18. DEFERRED PAYMENT OF SDLT

Please give details of any deferred payment of SDLT which is outstanding in respect of the Property, together with copies of the original land transaction and all relevant correspondence with HMRC.

N/A

19. VAT

- 19.1 If you are registered for VAT, please supply your VAT registration number.

143 270 439

- 19.2 Please state whether the Transaction is to be treated as a transfer of a business as a going concern ('**TOGC**') and therefore outside the scope of VAT.

- 19.3 If enquiry 19.2 does not apply, is the Transaction standard-rated for VAT purposes as a result of either:

- (a) the exercise of an option to tax in relation to the Property; or
- (b) compulsory standard-rating?

- 19.4 If the answer to enquiry 19.3 is yes, please provide a copy of either:

- (a) the option notice given to HMRC, together with a copy of HMRC's acknowledgement; or
- (b) evidence of the reason that compulsory standard-rating applies to this transaction.

19.5 If the Transaction is not standard-rated for VAT purposes, please state if it is zero-rated, exempt or outside the scope of VAT other than by reason of being a TOGC.

20. CAPITAL ALLOWANCES

20.1 Is there anything in the Property upon which a capital allowances claim can be based?

20.2 If the answer to enquiry 20.1 is yes, please give details and copy documents including the name and contact details of your capital allowances advisor and confirm that we may make contact direct to ascertain any required capital allowances information.

Energy Performance Certificate

Non-Domestic Building



Bryn Isel
The Bank
Shortbridge Street
Newtown
SY16 2AB

Certificate Reference Number:
8892-2824-6992-5239-6723

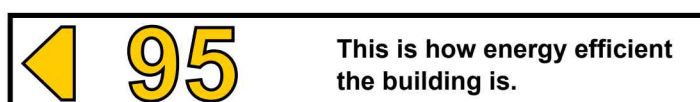
This certificate shows the energy rating of this building. It indicates the energy efficiency of the building fabric and the heating, ventilation, cooling and lighting systems. The rating is compared to two benchmarks for this type of building: one appropriate for new buildings and one appropriate for existing buildings. There is more advice on how to interpret this information in the guidance document *Energy Performance Certificates for the construction, sale and let of non-dwellings* available on the Government's website at www.gov.uk/government/collections/energy-performance-certificates.

Energy Performance Asset Rating

More energy efficient



Net zero CO₂ emissions



Less energy efficient

Technical information

Main heating fuel:	Natural Gas
Building environment:	Heating and Natural Ventilation
Total useful floor area (m ²):	198.8
Building complexity:	Level 3
Building emission rate (kgCO ₂ /m ² per year):	37.02
Primary energy use (kWh _{PE} /m ² per year):	235.96

Benchmarks

Buildings similar to this one could have ratings as follows:

23 If newly built

105 If typical of the existing stock

Administrative information

This is an Energy Performance Certificate as defined in the Energy Performance of Buildings Regulations 2012 as amended.

Assessment Software: iSBEM v6.1.e using calculation engine SBEM v6.1.e.0

Property Reference: UPRN-000000000000

Assessor Name: Nigel Ingham

Assessor Number: EES/019634

Accreditation Scheme: Elmhurst Energy Systems

Assessor Qualifications: NOS4

Employer/Trading Name: IDEA Ingham Energy Ltd

Employer/Trading Address: Bank House, Longden, Shrewsbury SY5 8ES

Issue Date: 30 Jan 2025

Valid Until: 29 Jan 2035 (unless superseded by a later certificate)

Related Party Disclosure: Not related to the owner

Recommendations for improving the energy performance of the building are contained in the associated Recommendation Report: 6825-6713-8551-9534-1392

About this document and the data in it

This document has been produced following an energy assessment undertaken by a qualified Energy Assessor, accredited by Elmhurst Energy Systems. You can obtain contact details of the Accreditation Scheme at www.elmhurstenergy.co.uk.

A copy of this certificate has been lodged on a national register as a requirement under the Energy Performance of Buildings Regulations 2012 as amended. It will be made available via the online search function at www.ndepcregister.com. The certificate (including the building address) and other data about the building collected during the energy assessment but not shown on the certificate, for instance heating system data, will be made publicly available at www.opendatacommunities.org.

This certificate and other data about the building may be shared with other bodies (including government departments and enforcement agencies) for research, statistical and enforcement purposes. For further information about how data about the property are used, please visit www.ndepcregister.com. To opt out of having information about your building made publicly available, please visit www.ndepcregister.com/optout.

There is more information in the guidance document *Energy Performance Certificates for the construction, sale and let of non-dwellings* available on the Government website at: www.gov.uk/government/collections/energy-performance-certificates. It explains the content and use of this document and advises on how to identify the authenticity of a certificate and how to make a complaint.

Opportunity to benefit from a Green Deal on this property

The Green Deal can help you cut your energy bills by making energy efficiency improvements at no upfront costs. Use the Green Deal to find trusted advisors who will come to your property, recommend measures that are right for you and help you access a range of accredited installers. Responsibility for repayments stays with the property - whoever pays the energy bills benefits so they are responsible for the payments.

To find out how you could use Green Deal finance to improve your property please call 0300 123 1234.

Recommendation Report



This report is associated with an Energy Performance Certificate.

Report Reference Number: 6825-6713-8551-9534-1392

Bryn Isel
The Bank
Shortbridge Street
Newtown
SY16 2AB

Building Type(s): Offices and Workshop Businesses

ADMINISTRATIVE INFORMATION

Issue Date:	30 Jan 2025
Valid Until:	29 Jan 2035 (*)
Total Useful Floor Area (m ²):	198.8
Building Environment:	Heating and Natural Ventilation
Calculation Tool Used:	iSBEM v6.1.e using calculation engine SBEM v6.1.e.0
Property Reference:	UPRN-000000000000
Energy Performance Certificate for the property is contained in Report Reference Number: 8892-2824-6992-5239-6723	

ENERGY ASSESSOR DETAILS

Assessor Name:	Nigel Ingham
Employer/Trading Name:	IDEA Ingham Energy Ltd
Employer/Trading Address:	Bank House, Longden, Shrewsbury SY5 8ES
Assessor Number:	EES/019634
Accreditation scheme:	Elmhurst Energy Systems
Related Party Disclosure:	Not related to the owner

(*) Unless superseded by a later recommendation report

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ONLY FOR ILLUSTRATION

1. Introduction

This is a Recommendation Report as defined in the Energy Performance of Buildings (England and Wales) Regulations 2012 as amended which transposes the requirements of the Energy Performance of Building Directive 2010/31/EU. This Recommendation Report accompanies the relevant Non-Domestic Energy Performance Certificate.

This Recommendation Report was developed based on an inspection of the building. This Recommendation Report was produced in line with the Government's approved methodology.

In accordance with Government's current guidance, the Energy Assessor is required to use plans or undertake a building inspection in order to gather information to produce this Recommendation Report.

2. Recommendations

The following sections list recommendations selected by the energy assessor for the improvement of the energy performance of the building. The recommendations are listed under four headings: short payback, medium payback, long payback, and other measures.

a) Recommendations with a short payback

This section lists recommendations with a payback of less than 3 years:

Recommendation	Potential impact
Add optimum start/stop to the heating system.	MEDIUM
Consider replacing T8 lamps with retrofit T5 conversion kit.	MEDIUM

b) Recommendations with a medium payback

This section lists recommendations with a payback of between 3 and 7 years:

Recommendation	Potential impact
Some windows have high U-values - consider installing secondary glazing.	MEDIUM
Add weather compensation controls to heating system.	MEDIUM
Some loft spaces are poorly insulated - install/improve insulation.	MEDIUM
Add local time control to heating system.	MEDIUM
Some solid walls are poorly insulated - introduce or improve internal wall insulation.	MEDIUM
Consider switching from gas to biomass.	HIGH
Carry out a pressure test, identify and treat identified air leakage. Enter result in EPC calculation.	MEDIUM
Introduce HF (high frequency) ballasts for fluorescent tubes: Reduced number of fittings required.	LOW
Some glazing is poorly insulated. Replace/improve glazing and/or frames.	MEDIUM

c) Recommendations with a long payback

This section lists recommendations with a payback of more than 7 years:

Recommendation	Potential impact
Consider installing building mounted wind turbine(s).	LOW
Roof is poorly insulated. Install or improve insulation of roof.	MEDIUM
Consider installing PV.	LOW

d) Other recommendations

This section lists other recommendations selected by the energy assessor, based on an energy performance assessment of the building. It may take into account other reliable relevant evidence that has been provided by the building owner or occupier.

No recommendations defined by the energy assessor have been identified

3. Next steps

a) Your Recommendation Report

As the building occupier, it is a regulatory requirement that an Energy Performance Certificate must include a Recommendation Report unless there is no reasonable potential for energy performance improvements compared to the energy performance requirements in force.

You must be able to produce a copy of this Recommendation Report within seven days if required by an Enforcement Authority.

This Recommendation Report has also been lodged on the Government's central register. Access to the report, to the data used to compile the report, and to previous similar documents relating to the same building can be obtained through the Non-Domestic Register (www.ndepcregister.com) using the report reference number of this document.

b) Implementing recommendations

The recommendations are provided as an indication of opportunities that appear to exist to improve the building's energy efficiency.

The calculation tool has automatically generated a set of recommendations. The Energy Assessor, in the light of the energy assessment of the building, the building fabric and services, the operation of plant and equipment within the curtilage of the building, the general management of the building and its use, and other relevant reliable evidence, may remove some of the recommendations. He / She may insert additional recommendations in section 3d (Other Recommendations).

These recommendations do not include matters relating to operation and maintenance which cannot be identified from the calculation procedure.

c) Legal disclaimer

The advice provided in this Recommendation Report is intended to be for information only. Recipients of this Recommendation Report are advised to seek further detailed professional advice before reaching any decision on how to improve the energy performance of the building.

d) About this document and the data in it

This document has been produced following an energy assessment undertaken by a qualified Energy Assessor, accredited by Elmhurst Energy Systems. You can obtain contact details of the Accreditation Scheme at www.elmhurstenergy.co.uk.

A copy of this report has been lodged on a national register as a requirement under the Energy Performance of Buildings Regulations 2012 as amended. It will be made available via the online search function at www.ndepcregister.com. The report (including the building address) and other data about the building collected during the energy assessment but not shown on the report, for instance heating system data, will be made publicly available at www.opendatacommunities.org.

This report and other data about the building may be shared with other bodies (including government departments and enforcement agencies) for research, statistical and enforcement purposes. For further information about how data about the property are used, please visit www.ndepcregister.com. To opt out of having information about your building made publicly available, please visit www.ndepcregister.com/optout.

There is more information in the guidance document *Energy Performance Certificates for the construction, sale and let of non-dwellings* available on the www.gov.uk/government/collections/energy-performance-certificates. It explains the content and use of this document and advises on how to identify the authenticity of a report and how to make a complaint.

4. Glossary

a) Payback

The payback periods are based on data collated through Carbon Trust energy survey reports. They provide a range of typical payback periods for different types of measures. They are likely payback periods, and may differ from the actual payback period for the building being assessed. Therefore, it is recommended that each suggested measure be further investigated before reaching any decision on how to improve the energy efficiency of the building.

b) Carbon impact

The High / Medium / Low carbon impact indicators against each recommendation are provided to distinguish between the suggested recommendations, those that would most effectively reduce carbon emissions from the building. For automatically generated recommendations, the carbon impact indicators are determined by software, but may have been adjusted by the Energy Assessor based on the energy assessment of the building.

c) Valid report

A valid report is a report that has been:

- Produced within the past 10 years
- Produced by an Energy Assessor who is accredited to produce Recommendation Reports through a Government Approved Accreditation Scheme
- Lodged on the Register operated by or on behalf of the Secretary of State.

5. Green Deal Information

The Green Deal may enable you to improve the property to make it more energy efficient and cheaper to run.

ONLY FOR
ILLUSTRATION

Management Survey

On Behalf Of

Whittaker & Co Ltd

Date of Survey: 11/06/2019

First Annual Reinspection Due: 11/06/2020

Survey Reference Number: G-05712



Bryn Isel
The Bank
Newtown
SY16 2AB

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Appendix II Asbestos Fibre Identification Certificate

Appendix III Key to Material Assessment Algorithms

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Section 1: Contact Information

CLIENT

Whittaker & Co Ltd
Bryn Isel
The Bank
Newtown
Powys
SY16 2AB

SITE ADDRESS

Bryn Isel
The Bank
Newtown
SY16 2AB

CONTACT

Anna Cooperwhite
Tel: 01686 610662
Fax:
Email: anna@whittakerandco.com

CONTACT

Tel:

INSTRUCTION PARTY

Whittaker & Co Ltd
Bryn Isel
The Bank
Newtown
Powys
SY16 2AB

ASBESTOS CONSULTANT

ASI Environmental Ltd
6 Testwood Lane
Totton
Southampton
SO40 3AQ

CONTACT

Adam Parry
Tel: 01686 610662
Fax:
Email: adam@whittakerandco.com

Tel: 02380 427750

Fax: 02380 668755

Freephone: 0800 161 33 84

Section 2: Introduction

2.1 Executive Summary

A.S.I. Environmental Ltd received a request from Whittaker & Co Ltd to undertake an asbestos survey at the premises known as:

Bryn Isel

The Bank

Newtown

SY16 2AB

on behalf of Whittaker & Co Ltd.

The areas of the premises inspected during this Management Survey are as indicated by the site diagrams (Appendix I). The survey generally progresses through a building subdivided into areas (usually rooms) and findings are referenced by floor level and area. The outsides of the structure are listed separately under 'Externals'.

Areas not accessed during the survey are summarised as follows. These should be presumed to contain asbestos:

Entry	Floor	Location	Description
016	2nd Floor	Loft	Limited inspection within loft due to excessive MMMF and no crawl boards available at the time of the survey
017	2nd Floor	External - Roof	No access to roof due to excessive height

Asbestos Containing Materials (ACMs) identified during the survey have been assessed for their condition at the time of inspection. This information has been used to categorise each one according to its potential to release fibres, if disturbed. This ranges over: high, medium, low and very low risks. Any which have been rated as these are listed below.

Entry	Floor	Location	Description	Recommendation	Associated Risk
008	1st Floor	Office 1	Sash Cord - Woven Product	Manage	Medium
010	1st Floor	Office 2	Sash Cord - Woven Product	Manage	Medium
011	2nd Floor	Office 2	Sash Cord - Woven Product	Manage	Medium
012	2nd Floor	Office 4	Sash Cord - Woven Product	Manage	Medium
016	2nd Floor	Loft	Limited Access into		-
017	2nd Floor	External	No Access into Roof	Inspection Required	-

2.2 General Site Information

The premises surveyed comprise the following:

Property Type: Commercial office(s)

Approx Building Age: Pre 1900

This Asbestos Management Survey aims to locate, as far as is reasonably practicable, the presence and extent of any suspected asbestos containing materials (ACMs) which could be damaged or disturbed during normal occupancy of the areas surveyed and assess their condition. The resulting information should be used to implement an asbestos management plan in accordance with HSE guidance.

Surveying methods used are ASI in-house procedures which are based on HSE guidance document HSG 264. Variations and deviations from these methods, if any, are detailed below.

Areas included in the survey:

Asbestos Management Survey to all areas of the building.

The areas included in the survey are as indicated by the site diagrams (Appendix I).

Areas excluded from the scope of this survey:

The following areas are not covered by this survey. These, if any, are in addition to any individual 'no access' areas which may have been recorded in areas within the scope of the survey.

None.

The surveyors attending site were:

Chris Kelly

The survey was completed on the 11/06/2019.

Section 3: Survey Results Summary

3.1 Guidance

Non-Accessible

Non-accessible areas are recorded where an area is inaccessible to the surveyors. Non-accessed areas should be regarded as containing asbestos until they can be assessed by a competent person.

Presumed / Strongly Presumed

In the absence of any other information or if the surveyor cannot gain full access to a suspicious area or material, it must be PRESUMED that asbestos is present and the asbestos type present is AMPHIBOLE.

If the surveyor observes that a material is identical in composition to a previously identified ACM, then it may be STRONGLY PRESUMED. A strong presumption of asbestos content may also be made when a product type is identified which is known for example by age, brand and composition or may have visible asbestos fibres.

Referred Samples

When similar materials or products are encountered in separate locations, the item may be sampled once and subsequent occurrences referred back to this initial sample for their method of identification. The referred samples will therefore take on the same analysis result as the original by recording a strong presumption of the asbestos fibre content.

Accessibility

Items recorded during the survey will be assessed by the surveyor for their level of accessibility to any occupants of that room or area. This is done by allocating one of the four categories; usually inaccessible, occasionally, easily, routinely.

3.2 Survey Results – Asbestos Summary

ASI Job Ref: G-05712

Site: Bryn Isel, The Bank, Newtown

Inspection Date: 11/06/2019

Entry	Building	Floor	Area	Item Description	Identification Method	Asbestos Fibre Type(s)	Approx. Extent	Material Risk	Accessibility	Room Note
008	Bryn Isel	1st Floor	Office 1	Sash Cord - Woven Product	Strongly Presumed	Strongly Presumed	2 no	Medium	Easy	Ceiling: Lath and Plaster Wall: Plastered Brick / Block / Concrete Floor: Timber Floor: Carpeted / Carpet Tiled
010	Bryn Isel	1st Floor	Office 2	Sash Cord - Woven Product	Strongly Presumed	Strongly Presumed	2 no	Medium	Easy	Ceiling: Lath and Plaster Wall: Plastered Brick / Block / Concrete Floor: Timber Floor: Carpeted / Carpet Tiled
011	Bryn Isel	2nd Floor	Office 2	Sash Cord - Woven Product	Strongly Presumed	Strongly Presumed	2 no	Medium	Easy	Ceiling: Lath and Plaster Wall: Plastered Brick / Block / Concrete Floor: Timber Floor: Carpeted / Carpet Tiled
012	Bryn Isel	2nd Floor	Office 4	Sash Cord - Woven Product	Strongly Presumed	Strongly Presumed	1 no	Medium	Easy	Ceiling: Lath and Plaster Wall: Plastered Brick / Block / Concrete Floor: Timber Floor: Carpeted / Carpet Tiled

Entry	Building	Floor	Area	Item Description	Identification Method	Asbestos Fibre Type(s)	Approx. Extent	Material Risk	Accessibility	Room Note
016	Bryn Isel	2nd Floor	Loft	Loft - Limited Access Gained	Limited Access	N/A		-		Ceiling: Non-Asbestos Felt Wall: Brick / Block Floor: Lath and Plaster Insulation: MMMF Insulation Other: Limited inspection within loft due to excessive MMMF and no crawl boards available at the time of the survey
017	Bryn Isel	2nd Floor	External	Roof - No Access Gained	No Access	N/A		-		General Building Construction: Brick / Block Porch: Concrete Gable ends: Timber Rainwater Goods: Metal Other: No Access to roof due to excessive height

3.3 Survey Results – Non-Asbestos Summary

ASI Job Ref: G-05712

Site: Bryn Isel, The Bank, Newtown

Inspection Date: 11/06/2019

Entry	Building	Floor	Area	Item Description	Identification Method	Asbestos Type(s)	Fibre	Approx. Extent	Room Note
001	Bryn Isel	Ground Floor	Kitchen	No suspect materials found	N/A	N/A			Ceiling: Plaster / Plasterboard Wall: Plastered Brick / Block / Concrete Sealed Floor: Modern Vinyl Floor Lay Sink: Modern
002	Bryn Isel	Ground Floor	Female WC	No suspect materials found	N/A	N/A			Ceiling: Plaster / Plasterboard Wall: Plastered Brick / Block / Concrete Sealed Floor: Modern Vinyl Floor Lay WC Cistern: Modern
003	Bryn Isel	Ground Floor	Male WC	No suspect materials found	N/A	N/A			Ceiling: Plaster / Plasterboard Wall: Plastered Brick / Block / Concrete Sealed Floor: Modern Vinyl Floor Lay WC Cistern: Modern
004	Bryn Isel	Ground Floor	Corridor	No suspect materials found	N/A	N/A			Ceiling: Plaster / Plasterboard Wall: Plastered Brick / Block / Concrete Sealed Floor: Modern Vinyl Floor Lay Floor: Carpeted / Carpet Tiled
005	Bryn Isel	Ground Floor	Server Room	No suspect materials found	N/A	N/A			Ceiling: Lath and Plaster Wall: Plastered Brick / Block / Concrete Floor: Concrete Floor: Carpeted / Carpet Tiled

Entry	Building	Floor	Area	Item Description	Identification Method	Asbestos Type(s)	Fibre	Approx. Extent	Room Note
006	Bryn Isel	Ground Floor	Conference Room	No suspect materials found	N/A	N/A			Ceiling: Lath and Plaster Wall: Plastered Brick / Block / Concrete Floor: Concrete Floor: Carpeted / Carpet Tiled
007	Bryn Isel	Ground Floor	Office	No suspect materials found	N/A	N/A			Ceiling: Lath and Plaster Wall: Plastered Brick / Block / Concrete Floor: Concrete Floor: Carpeted / Carpet Tiled Electrics: Modern Boiler: Modern Other: Area includes store Cupboard
009	Bryn Isel	1st Floor	Lobby	No suspect materials found	N/A	N/A			Ceiling: Lath and Plaster Wall: Plastered Brick / Block / Concrete Floor: Timber Floor: Carpeted / Carpet Tiled Stair Nosings: Rubber Stair Nosing
013	Bryn Isel	2nd Floor	Office 1	No suspect materials found	N/A	N/A			Ceiling: Lath and Plaster Wall: Plastered Brick / Block / Concrete Floor: Carpeted / Carpet Tiled Floor: Timber
014	Bryn Isel	2nd Floor	Landing	No suspect materials found	N/A	N/A			Ceiling: Lath and Plaster Wall: Plastered Brick / Block / Concrete Floor: Carpeted / Carpet Tiled Floor: Timber Loft Hatch: Timber Stair nosing: Rubber Stair Nosing

Entry	Building	Floor	Area	Item Description	Identification Method	Asbestos Type(s)	Fibre	Approx. Extent	Room Note
015	Bryn Isel	2nd Floor	Office 3	No suspect materials found	N/A	N/A			Ceiling: Lath and Plaster Wall: Plastered Brick / Block / Concrete Floor: Carpeted / Carpet Tiled Floor: Timber

Section 4: Asbestos Register

Survey Details

Entry Number 008
Lead Surveyor Chris Kelly
Inspection Type Management
Inspection Date 11/06/2019
Next Inspection Date 11/06/2020

Item Details

Area Title	Office 1
Floor / Level	1st Floor
Product Type	Woven Product
Sample Reference	Strongly Presumed
Item Description	Sash Cord: Woven Product
Estimated Extent	2 no

Material Algorithm

Product Type	Asbestos insulating board, millboards, gaskets & ropes etc.	2
Treatment	Refer to Appendix III	3
Damage Extent	Low Damage	1
Asbestos Type	Chrysotile	1
Material Factor Rating		7

Material Categories

Material Factor	Potential for Fibre Release
>= 10	High
7 – 9	Medium
5 – 6	Low
2 – 4	Very Low

Material Assessment

Material Factor Rating	Result from Material Assessment (above)	7
Material Category	Potential for fibre release	Medium

Advised Actions

Manage - Condition and surface treatment are adequate for the material to be left in place. Asbestos warning stickers may be applied.

This advised action is the opinion of the surveyor on site at the time of inspection.

Asbestos management decisions are the responsibility of the duty holder

Survey Reference No G-05712

Survey Details

Entry Number	010
Lead Surveyor	Chris Kelly
Inspection Type	Management
Inspection Date	11/06/2019
Next Inspection Date	11/06/2020

Item Details

Area Title	Office 2
Floor / Level	1st Floor
Product Type	Woven Product
Sample Reference	Strongly Presumed
Item Description	Sash Cord: Woven Product
Estimated Extent	2 no



Material Algorithm

Product Type	Asbestos insulating board, millboards, gaskets & ropes etc.	2	Material Factor	Potential for Fibre Release
Treatment	Refer to Appendix III	3	>= 10	High
Damage Extent	Low Damage	1	7 – 9	Medium
Asbestos Type	Chrysotile	1	5 – 6	Low
Material Factor Rating		7	2 – 4	Very Low

Material Assessment

Material Factor Rating	Result from Material Assessment (above)	7
Material Category	Potential for fibre release	Medium

Advised Actions

Manage - Condition and surface treatment are adequate for the material to be left in place. Asbestos warning stickers may be applied.

This advised action is the opinion of the surveyor on site at the time of inspection.

Asbestos management decisions are the responsibility of the duty holder

Survey Reference No G-05712

Survey Details

Entry Number	011
Lead Surveyor	Chris Kelly
Inspection Type	Management
Inspection Date	11/06/2019
Next Inspection Date	11/06/2020

Item Details

Area Title	Office 2
Floor / Level	2nd Floor
Product Type	Woven Product
Sample Reference	Strongly Presumed
Item Description	Sash Cord: Woven Product
Estimated Extent	2 no



Material Algorithm

Product Type	Asbestos insulating board, millboards, gaskets & ropes etc.	2	Material Factor	Potential for Fibre Release
Treatment	Refer to Appendix III	3	>= 10	High
Damage Extent	Low Damage	1	7 – 9	Medium
Asbestos Type	Chrysotile	1	5 – 6	Low
Material Factor Rating		7	2 – 4	Very Low

Material Assessment

Material Factor Rating	Result from Material Assessment (above)	7
Material Category	Potential for fibre release	Medium

Advised Actions

Manage - Condition and surface treatment are adequate for the material to be left in place. Asbestos warning stickers may be applied.

This advised action is the opinion of the surveyor on site at the time of inspection.

Asbestos management decisions are the responsibility of the duty holder

Survey Reference No G-05712

Survey Details

Entry Number	012
Lead Surveyor	Chris Kelly
Inspection Type	Management
Inspection Date	11/06/2019
Next Inspection Date	11/06/2020

Item Details

Area Title	Office 4
Floor / Level	2nd Floor
Product Type	Woven Product
Sample Reference	Strongly Presumed
Item Description	Sash Cord: Woven Product
Estimated Extent	1 no



Material Algorithm

Product Type	Asbestos insulating board, millboards, gaskets & ropes etc.	2	Material Factor	Potential for Fibre Release
Treatment	Refer to Appendix III	3	>= 10	High
Damage Extent	Low Damage	1	7 – 9	Medium
Asbestos Type	Chrysotile	1	5 – 6	Low
Material Factor Rating		7	2 – 4	Very Low

Material Assessment

Material Factor Rating	Result from Material Assessment (above)	7
Material Category	Potential for fibre release	Medium

Advised Actions

Manage - Condition and surface treatment are adequate for the material to be left in place. Asbestos warning stickers may be applied.

This advised action is the opinion of the surveyor on site at the time of inspection.

Asbestos management decisions are the responsibility of the duty holder

Survey Reference No G-05712

Survey Details

Entry Number 016
Lead Surveyor Chris Kelly
Inspection Type Management
Inspection Date 11/06/2019
Next Inspection Date 11/06/2020

Item Details

Area Title	Loft
Floor / Level	2nd Floor
Product Type	Limited Access Gained
Sample Reference	No Access
Item Description	: Limited Access Gained
Estimated Extent	N/A

No Photo Available

Material Algorithm

Product Type	-	-	Material Factor	Potential for Fibre Release
Treatment	Refer to Appendix III	-	>= 10	High
Damage Extent	-	-	7 – 9	Medium
Asbestos Type	-	-	5 – 6	Low
Material Factor Rating		-	2 – 4	Very Low

Material Categories

Material Assessment

Material Factor Rating	Result from Material Assessment (above)	-
Material Category	Potential for fibre release	

Advised Actions

-

This advised action is the opinion of the surveyor on site at the time of inspection.
Asbestos management decisions are the responsibility of the duty holder

Survey Reference No G-05712

Survey Details

Entry Number 017
Lead Surveyor Chris Kelly
Inspection Type Management
Inspection Date 11/06/2019
Next Inspection Date 11/06/2020

Item Details

Area Title	External
Floor / Level	2nd Floor
Product Type	No Access Gained
Sample Reference	No Access
Item Description	Roof: No Access Gained
Estimated Extent	N/A



Material Algorithm

Product Type	-	-	Material Factor	Potential for Fibre Release
Treatment	Refer to Appendix III	-	>= 10	High
Damage Extent	-	-	7 – 9	Medium
Asbestos Type	-	-	5 – 6	Low
Material Factor Rating	-	-	2 – 4	Very Low

Material Assessment

Material Factor Rating	Result from Material Assessment (above)	-
Material Category	Potential for fibre release	

Advised Actions

Inspection Required - It was not possible to access and inspect the area or item during the survey. Presume asbestos material is present until full inspection is completed.

This advised action is the opinion of the surveyor on site at the time of inspection.

Asbestos management decisions are the responsibility of the duty holder

Section 5: Asbestos Management

5.1 Summary

Asbestos management is a legal duty under regulation 4 of the Control of Asbestos Regulations 2012. The person responsible, known as 'the duty holder' is usually the owner or leaseholder of the premises. In practice, the person managing the maintenance and repair of a building must manage any asbestos in it. The regulation currently applies to all non-domestic buildings and common areas of residential rented buildings.

The purpose of this survey is to record the location and condition of asbestos containing materials (ACMs).

This information needs to be made easily accessible to all building users, particularly maintenance workers or contractors.

Ongoing asbestos management requires assigning responsibility for the tasks involved which would include:

- Drawing up a priority action list to deal with any damaged or vulnerable materials e.g. removal, repair or encapsulation / enclosing.
- Regular inspection of ACMs left in place (<1-year interval)
- Recording and updating of information.
- Making presence of ACMs known to any relevant people and provide information. This means making updated records available and could include applying warning labels to ACMs and providing training.

5.2 HSE Guidance

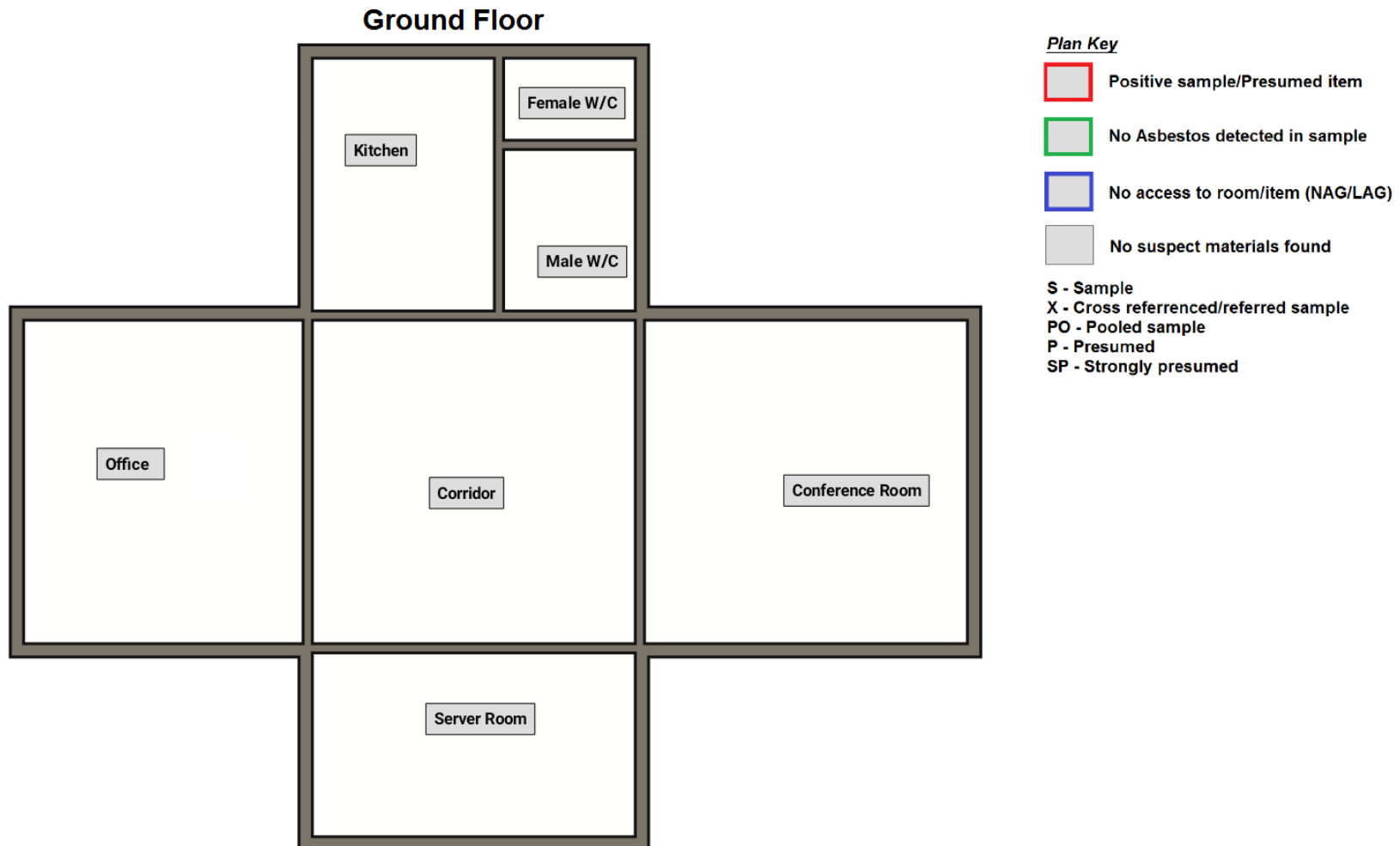
Guidance on asbestos management is available from the HSE website www.hse.gov.uk/pubns. HSE books are available as free downloads (PDF).

Appendix I - Floor Plans

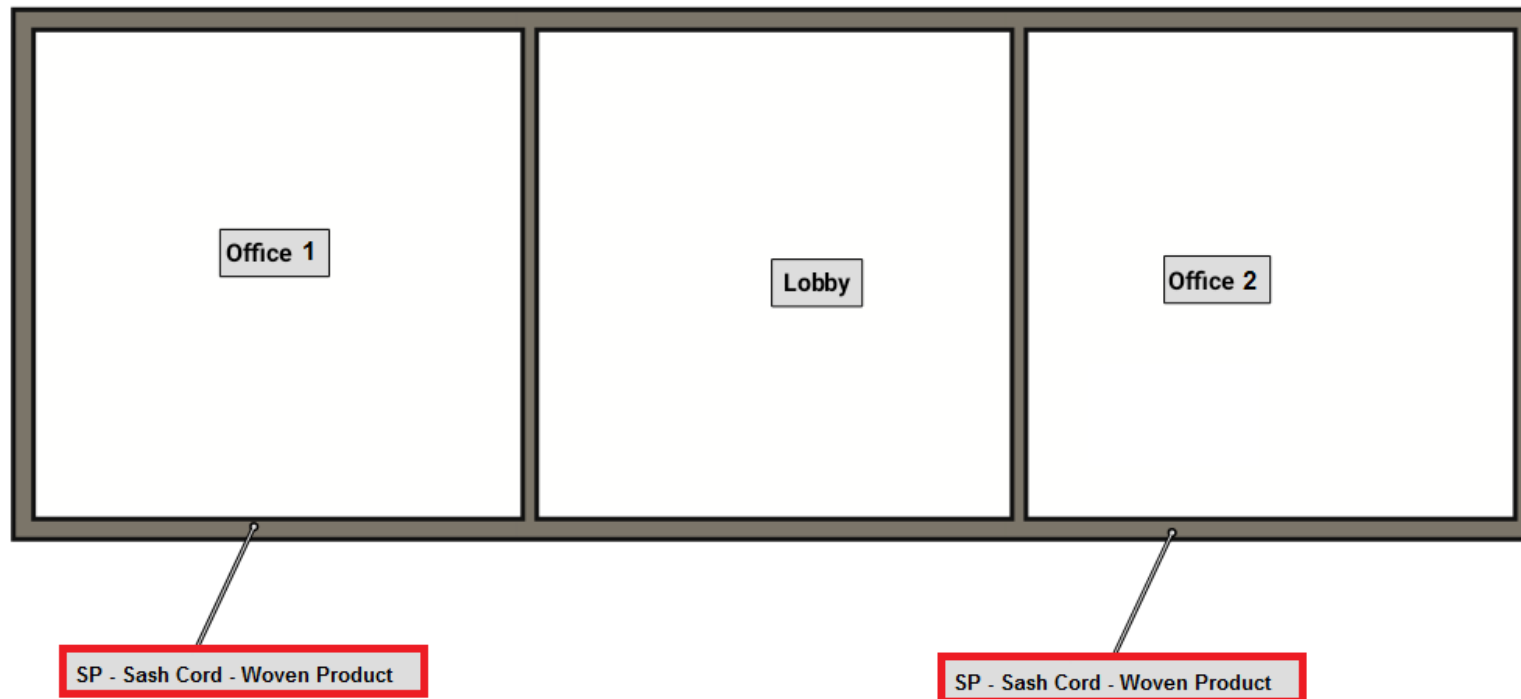
Survey Reference No G-05712

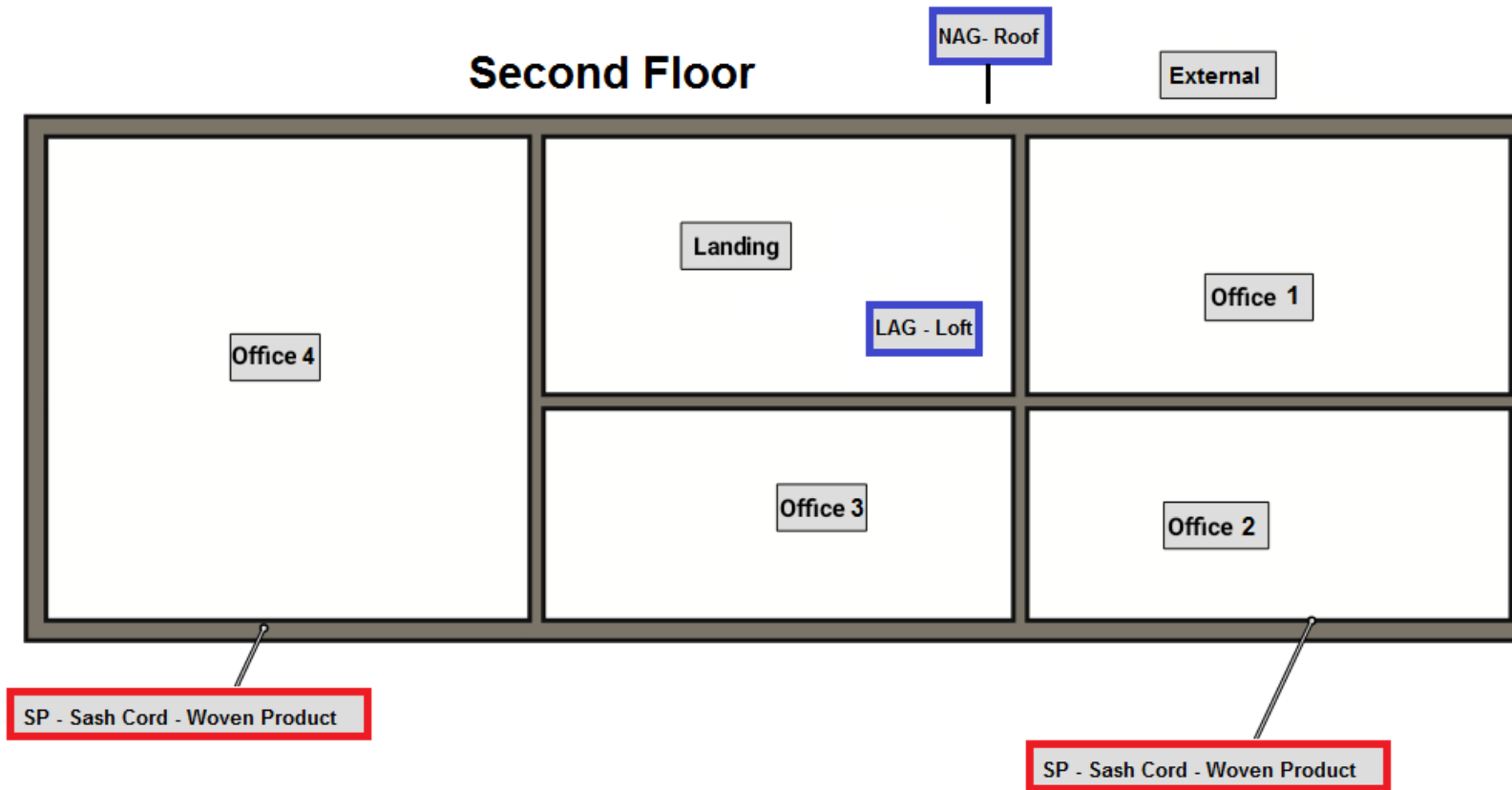
Site: Bryn Isel, The Bank, Newtown

Inspection Date: 11/06/2019



First Floor





Appendix II – Bulk Sample Certificate

No samples were taken during the course of this survey.

Appendix III

Key to Material Assessment Algorithms

This key outlines the scoring method used to compute the Material Risks reported in the Asbestos Summary and Register sections.

Material assessments are conducted in line with the procedures outlined in HSG 264.

This key details all parameters of the Material Assessment Algorithm. Each parameter is assigned a weighting according to the physical property of the material observed at the time of the inspection or resulting from sample analysis.

The sum of the weightings provides the Material Factor Rating.

Product Types

Weighting = 1	Weighting = 2	Weighting = 3
Asbestos Cement Textured Coating Reinforced Composite Well Bound Material	Asbestos Insulation Board Asbestos Textiles/Paper	Asbestos Insulation/Coating

Existing Surface Treatment	Weighting Scores
Reinforced Plastics/Resins/Vinyl tiles	0
Asbestos cement / Textured coating	1
Asbestos Insulation Board (sealed)	1
Asbestos Textiles / Paper	2
Asbestos Insulation Board (unsealed)	2
Asbestos Insulation / coating (sealed)	2
Asbestos Insulation / coating (unsealed)	3

Extent of Damage to Product	Weighting Scores
N/A	0
None	0
Low	1
Medium	2
High	3

Asbestos Fibre Type	Weighting Scores
N/A	0
NADIS	0
Chrysotile	1
Actinolite	2
Amosite	2
Amosite-Chrysotile	2
Anthophyllite	2
Tremolite	2
Crocidolite	3
Crocidolite-Amosite	3
Crocidolite-Chrysotile	3
Presumed	3

Appendix IV

Terms and Conditions

The Asbestos Management Survey aims to locate, as far as is reasonably practicable, the presence and extent of any suspect asbestos containing materials (ACMs) which could be damaged or disturbed during normal occupancy of the areas surveyed and assess their condition. This process may require minor intrusive work to inspect, under floor coverings, above false ceilings, inside risers, service ducts and lift shafts. The level of intrusion will attempt to be in keeping with the type of maintenance or installation work likely in that area (e.g. installation of new cabling or equipment). Access will generally be gained using simple hand tools such as chisel or screwdrivers. Relevant areas which could not be accessed (e.g. rooms or areas inside rooms) are recorded as such and presumed to contain asbestos. Any other areas not accessed must also be presumed to contain asbestos.

The Asbestos Management Survey cannot be used to fulfil the asbestos survey requirements of major refurbishment or demolition works. A Management Survey should be used to provide information to be used within the asbestos management plan.

It is not possible to regard the findings of any survey as being definitive. There remains a possibility that additional ACMs may be found as they are often hidden within the structure of buildings or within sealed areas. Without extensive demolition work, ASI cannot be held responsible for any omissions to the final report. Whilst every effort has been made to locate and identify all sources of asbestos containing material, some may have been missed due to repairs, alterations etc., or where fabrications and other finishes have been applied or where different specifications such as a possible mixture of asbestos and non-asbestos materials have been applied in the same area.

Only by sampling every piece of suspect material (e.g. pipework, panels to walls; ceiling tiles, floor tiles etc.), can we be certain of all compositions to all materials and the timescale and cost this is clearly impractical. In compliance with the Data Protection Act 1998, ASI will transmit survey results securely via e-mail fax or post.

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Terms Conditions and Limitations

Work requiring access above 3m height will only have been carried out with an assistant and use of the correct safety equipment.

Inspecting above / behind known or suspected ACMs will not have been undertaken

Where an on-site risk assessment has indicated that it was not possible to survey an area safely, the surveyors will not have surveyed in order to comply with the relevant Health and Safety Regulations.

All services will have been considered as 'live' by ASI Environmental Ltd, unless evidence of disconnection has been provided by the client. Electrical service boxes, lift machinery, plant, lift shafts, pumping equipment, air handling units and other units will not have been fully inspected unless an engineer has been provided to accompany the surveyors.

In non-accessible areas or sections in areas it must be assumed that asbestos is present until proven otherwise.

The surveyors are responsible for ensuring the adequate treatment of sample points to ensure any additional fibre release is prevented, where possible. Repair and making good are the responsibility of the client.

Lead Surveyor: Chris Kelly

Signature:

Date: 11/06/2019



Asbestos Survey Reviewed by: Justin Renn

Signature:

Date: 18/06/2019



Lesley Kirkpatrick, B.Sc.(Hons),Dip.TP, MRTPI,MIED
Pennaeth Adfywio a Datblygu
Head of Regeneration and Development

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Os yn galw gofynnwch am/If calling please ask for:

Enw/Name: Cy Griffiths
Ffôn/Tel: 01597 827393
Ffacs/Fax: 01597 827178
Ebost/Email: cyllene.griffiths@powys.gov.uk
Eich cyf/Your Ref:
Ein cyf/Our Ref:
Dyddiad/Date: 5th October 2012

Dear Mr Rigby

RE: Bryn Isel, The Bank, Shortbridge St, Newtown, SY16 2AB

Thank you for your letter dated 18th September 2012 and for sending through the information you hold regarding internal alterations to the above Grade II Listed Building carried out since December 2010.

Having looked through the information you have supplied I can confirm the following:

1. The closing up of openings formed between Bryn Isel and Rosemount by either Mid Wales Housing Association or the RSPB has put the building back into the condition it was when it was Listed - This work can be classed as like for like replacement and does not require Listed Building Consent.
2. The removal of the partition wall erected by the RSPB in the ground floor room next to Rosemount to put the room back as it was when it was Listed - This work can be classed as de-minimus and does not require Listed Building consent.
3. Internal & external decoration, upgrade of electrical installation, replacement of central heating boiler and new carpets - This work can be classed as de-minimus and does not need Listed Building Consent.

This advice is represents my interpretation of statute, which is not binding on the Council and is given only of the information provided in and included with your letter. Please note that the above advice is given without prejudice to any subsequent decisions that this Authority might make.

I trust the above is sufficient for your needs, if you require any further clarification or assistance please do not hesitate to contact me.

Yours sincerely

Cy Griffiths BA(Hons) MA AIFA IHBC
Built Heritage Conservation Officer (South)
Swyddog Cadwraeth Treftadaeth Adeiledig (De)