

Auction Pack Contents Page

Property address: 7 Berriew Street, Welshpool, SY21 7SQ

Title Number: WA703176

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CONTRACT

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

Date :
Seller : Ben Trevor Williams

Buyer :

Property (freehold) : 7 Berriew Street
Welshpool
SY21 7SQ

Title Number : WA703176

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 21st January 2025 timed at 15:02:23 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

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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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.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

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** of 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) out of which the property is transferred: WA703176
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: 7 Berriew Street, Welshpool, SY21 7SQ The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: Edged Red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: Ben Trevor Williams <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <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 12.

Place 'X' in any box that applies.

Add any modifications.

6	<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>
7	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>7 Berriew Street, Welshpool, SY21 7SQ</p>
8	<p>The transferor transfers the property to the transferee</p>
9	<p>Consideration</p> <p><input 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>
10	<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.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

11 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:

12 Additional provisions

Definitions

Rights granted for the benefit of the property

Rights reserved for the benefit of other land

Include words of covenant.

Restrictive covenants by the transferee

Include words of covenant.

Restrictive covenants by the transferor

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

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 11 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 4.

13 Execution

Signed as a deed by

Ben Trevor Williams:.....

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:
.....
.....

Signed as a deed by

.....

in the presence of:-

Signature of witness:.....

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

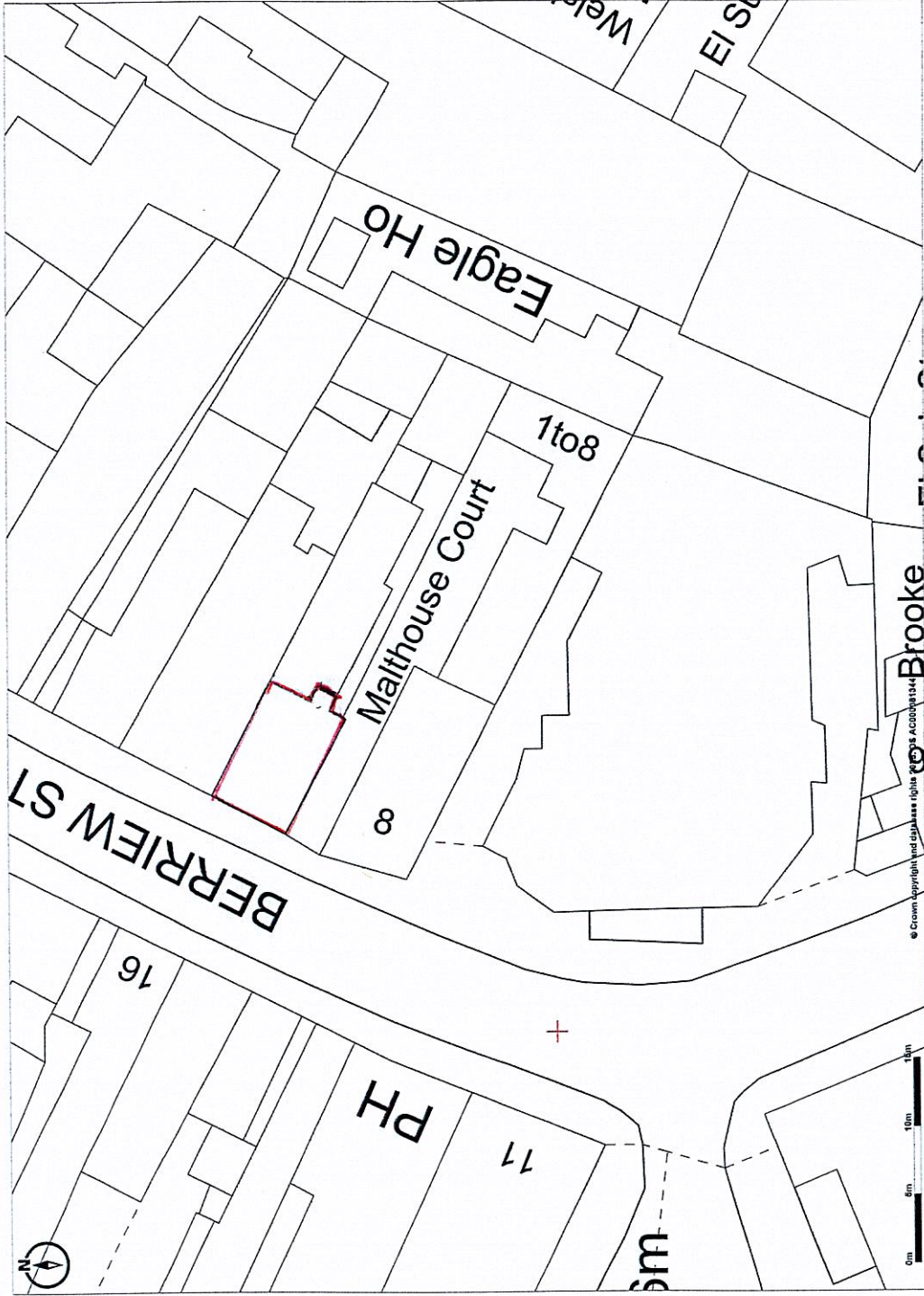
Address:
.....
.....

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.



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LANDMARK INFORMATION Plotted Scale - 1:500. Paper Size - A4

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
WA703176

Edition date / Dyddiad yr
argraffiad 06.04.2016

- This official copy shows the entries on the register of title on 21 JAN 2025 at 15:02:23.
- 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 21 Jan 2025.
- 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 21 IONAWR 2025 am 15:02:23.
- 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 21 Ionawr 2025.
- 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 (14.02.1994) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 7 Berriew Street, Welshpool (SY21 7SQ).
- 2 (14.02.1994) The land has the benefit of the rights granted by but is subject as mentioned in a Conveyance of the land in this title dated 5 September 1887 made between (1) Elizabeth Morris (2) Charles Jones and (3) Charles Thomas Pugh in the following terms:-

"Together with full right and liberty of the said Charles Thomas Pugh his heirs and assigns Owner and Owners for the time being of the hereditaments hereinbefore described and his and their tenants and servants and all other persons authorized in that behalf by him or them from time to time and at all times hereafter at his and their Will and pleasure for all purposes connected with the use and enjoyment of the said hereditaments and premises to pass and repass with or without horses cattle and other animals Carts and other Conveyances in along and over the passage yard and roadway adjoining the said hereditaments and the sight and course whereof are shown in the said plan and therein coloured brown

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

subject to such enjoyment and right of light by the Owners and occupiers for the time being of the adjoining hereditaments now in the occupation of the said William Farmer as are now enjoyed with the last mentioned hereditaments"

NOTE: Copy plan filed.

- 3 (05.04.2016) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered CYM676831 in green on the title plan dated 23 March 2016 made between (1) Ben Trevor Williams and (2) Karen Janet Riffel but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under CYM676831.

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 (14.05.2014) PROPRIETOR: BEN TREVOR WILLIAMS of 7 Berriew Street, Welshpool SY21 7SQ.

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 (05.04.2016) Option to purchase in favour of Karen Janet Riffel contained in a Agreement dated 23 March 2016 made between (1) Ben Trevor Williams and (2) Karen Janet Riffel which will subsist for 5 years from 1 September 2016.

NOTE: Copy filed.

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.

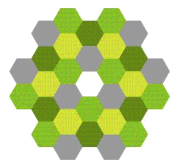
This official copy is issued on 21 January 2025 shows the state of this title plan on 21 January 2025 at 15:02:26. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Wales Office .

Mae'r copi swyddogol hwn a gyhoeddir ar 21 Ionawr 2025 yn dangos sefyllfa'r cynllun teitl hwn ar 21 Ionawr 2025 am 15:02:26. Mae'n dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol (adran 67 Deddf Cofrestru Tir 2002). Mae'r cynllun teitl hwn yn dangos safle cyffredinol, nid union linell, y terfynau. Gall fod gwyriadau yn y raddfa. Mae'n bosibl na fydd mesuriadau wedi eu graddio o'r cynllun hwn yn cyfateb â mesuriadau rhwng yr un pwyntiau ar y llawr. Gweinyddir y teitl hwn gan Gofrestrfa Tir EF Swyddfa Cymru.

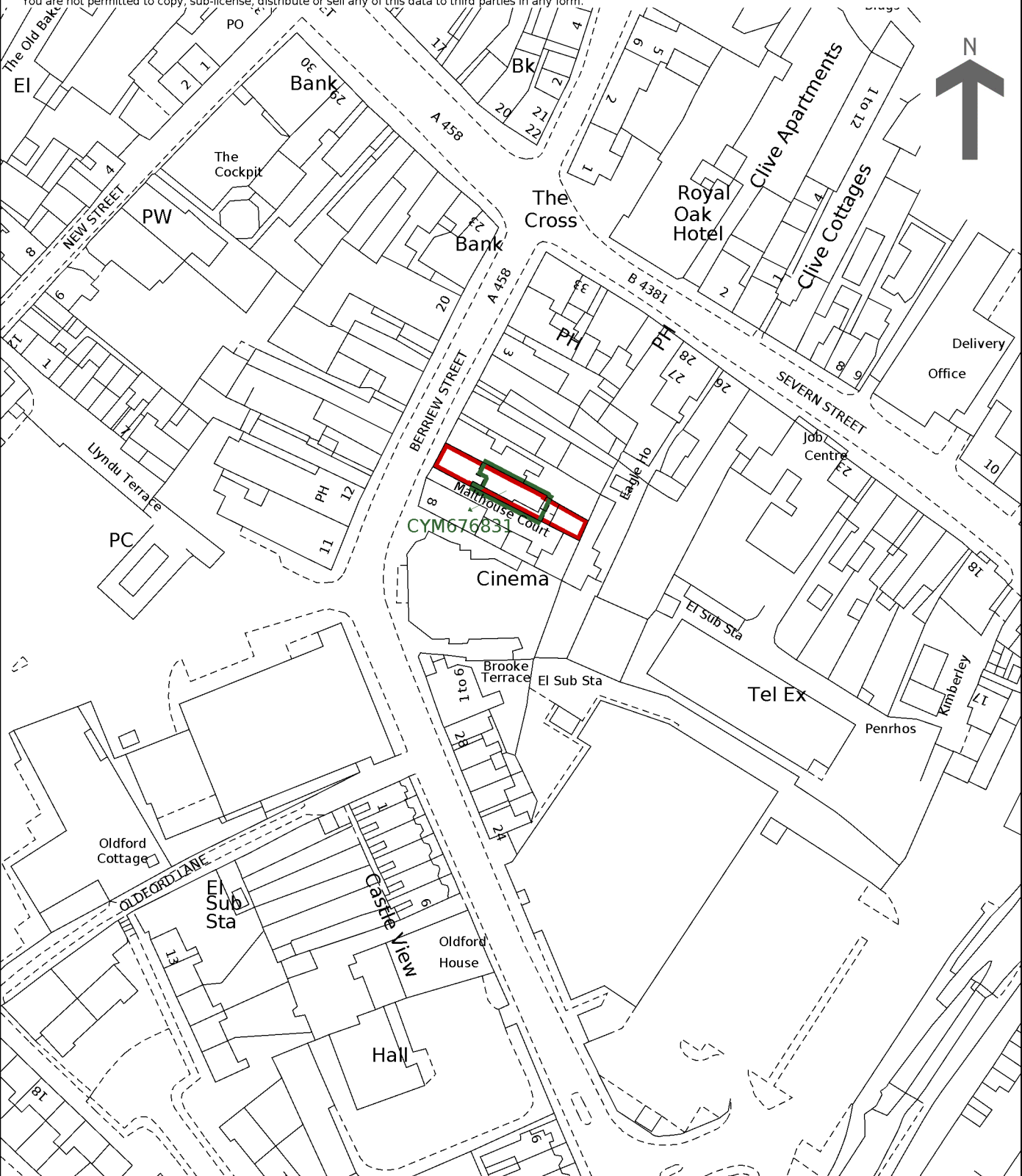
HM Land Registry

Official copy of title plan

Title number **WA703176**
Ordnance Survey map reference **SJ2207SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Powys**



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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.

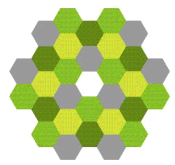
This official copy is issued on 27 January 2025 shows the state of this title plan on 27 January 2025 at 10:27:13. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may 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 27 Ionawr 2025 yn dangos sefyllfa'r cynllun teitl hwn ar 27 Ionawr 2025 am 10:27:13. 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.

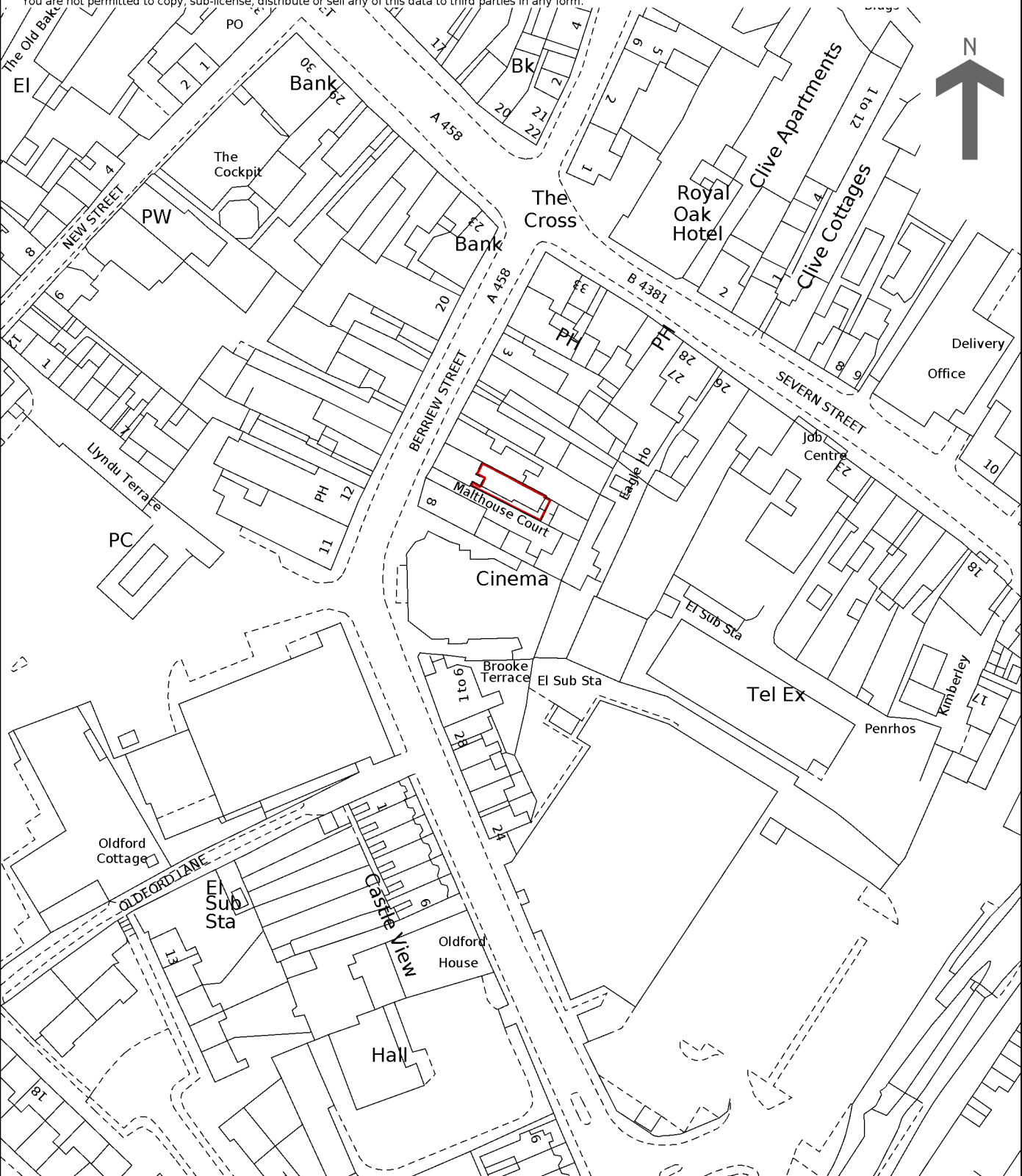
HM Land Registry

Official copy of title plan

Title number **CYM676831**
Ordnance Survey map reference **SJ2207SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Powys**



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These are the notes referred to on the following official copy

Title Number CYM676831

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.

Land Registry

Transfer of part of registered title(s)

TP1

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.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with 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.

1	Title number(s) out of which the property is transferred: WA703176
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: CYM4979
3	Property: 7A Berriew Street, Welshpool, Powys SY21 7SQ The property is identified <input checked="" type="checkbox"/> on the attached plan marked number 1 and shown: edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: 23rd of March 2016
5	Transferor: Ben Trevor Williams <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
6	Transferee for entry in the register: Karen Janet Riffel <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:

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 electronic 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 12.

Place 'X' in any box that applies.

Add any modifications.

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

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

7 Transferee's intended address(es) for service for entry in the register:

25 Kerrison Drive, Welshpool, Powys SY21 7UW

8 The transferor transfers the property to the transferee

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures):

Fifty Eight Thousand Pounds (£58,000.00)

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

11 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:

12 Additional provisions

Definitions and Interpretation

In this deed and unless the context otherwise requires:

8 Berriew Street: means 8 Berriew Street, Welshpool, Powys SY21 7SQ registered at the Land Registry under title number CYM4979 which property is owned by the Transferor and Susan Ruth Williams

Access Passageway : means the passageway on 8 Berriew Street in the position approximately shown coloured green on plan number 2

Competent Authority : means any local or other public or competent authority or government department or court of competent jurisdiction or any other body exercising powers under statute or by Royal Charter or any utility service or supply company

Documents : means the registers of title number WA703176 excluding any financial charges securing monies repayable by

the Transferor

Expert : means a chartered surveyor with not less than ten years relevant experience appointed in accordance with the schedule of this deed headed "Disputes"

Plan Number 1: means the plan marked number 1 annexed to this Deed

Plan Number 2: means the plan marked number 2 annexed to this Deed

Requisite Consents : means such permissions consents approvals licences certificates permits or requirements whether of a public or private nature in legally effectual form

Retained Land: means all that remaining land at 7 Berriew Street, Welshpool, Powys as comprised within title number WA703176 but excluding the Property

Services: means the disposal of foul and surface water and the supply of water, electricity and telecommunications and any other normal domestic services

Service Installations : means drains channels sewers soakaways pipes watercourses gutters downspouts wires cables fibres ducts flues conduits and other service conducting media (and any equipment apparatus and works appurtenant thereto)

the expressions "Transferor" and "Transferee" shall in each case include their respective successors in title the owner or owners from time to time of the Retained Land and the Property respectively and every part of the Retained Land and the Property respectively by and against whom this deed shall be enforceable as if they had been originally named as parties

the expressions "Property" "Retained Land" and "8 Berriew Street" shall in each case include each and every part thereof and the buildings and other structures erected or to be erected thereon

an obligation not to do an act or thing includes an obligation not to authorise permit allow or suffer that act or thing to be done by any other person

where any party comprises more than one person the obligations and liabilities of that party under this deed shall be joint and several obligations and liabilities of those persons

any reference to a specific statute or statutory instrument shall unless otherwise stated be construed as including a reference to any statutory extension or modification amendment or re-enactment of such statute or statutory instrument and any and all regulations orders or directives made or issued under such statute or statutory instrument or deriving validity therefrom and any general reference to "statute" or "statutes" includes any regulations orders or directives made or issued under such statute or statutes or deriving validity therefrom

words importing one gender shall be construed as importing any other gender

words importing the singular shall be construed as importing the plural and vice versa

words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa

the clause and schedule headings do not form part of this deed and shall not be taken into account in its construction or interpretation

any reference to a clause sub-clause paragraph sub-paragraph or schedule is to one in this deed so numbered unless otherwise stated

Rights Granted by the Transferor and Susan Ruth Williams in respect of 8 Berriew Street

The right for the Transferee and the Transferee's successors in title in common (where applicable) with the Transferor and Susan Ruth Williams the Transferor's and Susan Ruth Williams' successors in title and all others so entitled or authorised over 8 Berriew Street :

1. to pass and repass over and along the Access Passageway to and from the Property from and to the public highway in Berriew Street at all times on foot only
2. of free and uninterrupted passage and running of Services to and from the Property into and through the Service Installations serving the Property which are now or may be laid in through upon or under 8 Berriew Street subject to the Transferee being responsible (jointly with other users where applicable) for the maintenance repair and renewal of such Service Installations where not maintainable at the public expense and to the payment of a fair proportion of the cost and expense of keeping such Service Installations in good repair and condition such proportion in the case of dispute to be determined by the Expert
3. to enter into and upon so much of 8 Berriew Street as is reasonably necessary (and for so long as is reasonably necessary remain on 8 Berriew Street) to inspect clean maintain repair replace and renew :
 - 3.1 the Service Installations which serve the Property (where not maintained at the public expense)
 - 3.2 those parts of the Property to be maintained by the Transferee which abut or adjoin 8 Berriew Street.
4. of support for the Property from any adjoining land which forms part of 8 Berriew Street
5. upon giving 7 days previous written notice to the Transferor and Susan Ruth Williams or their successors in title as owners or occupiers for the time being of 8 Berriew Street to dig up and excavate such part of the Access Passageway shown coloured green and orange on plan number 2 that may be necessary to lay a new electrical cable to the Property provided that the Transferee must cause no unnecessary damage to 8 Berriew Street in the exercise of this right and must make good any damage caused. Before commencing work the Transferee must produce to the Transferor and Susan Ruth Williams

copies of all necessary requisite consents from the competent authority.

Rights Granted in respect of the Property

The right for the Transferee and the Transferee's successors in title in common (where applicable) with the Transferor the Transferor's successors in title and all others so entitled or authorised:

1. of free and uninterrupted passage and running of Services to and from the Property into and through the Service Installations serving the Property which are now or may be laid in through upon or under the Retained Land subject to the Transferee being responsible (jointly with other users where applicable) for the maintenance repair and renewal of such Service Installations where not maintainable at the public expense and to the payment of a fair proportion of the cost and expense of keeping such Service Installations in good repair and condition such proportion in the case of dispute to be determined by the Expert

2. to enter into and upon so much of the Retained Land as is reasonably necessary (and for so long as is reasonably necessary remain on the Retained Land) to inspect clean maintain repair replace and renew :

2.1 the Service Installations which serve the Property (where not maintained at the public expense)

2.2 those parts of the Property to be maintained by the Transferee which abut or adjoin the Retained Land.

3. of support for the Property from any adjoining land which forms part of the Retained Land.

Rights Reserved for the Retained Land

Except and Reserving to the Transferor and the Transferor's successors in title and all others so authorised or entitled for the benefit of the Retained Land the right :

1. of free and uninterrupted passage and running of Services to and from the Retained Land into and through the Service Installations serving the Retained Land which are now or may be laid in through upon or under the Property

2. to enter into and upon so much of the Property as is reasonably necessary (and for so long as is reasonably necessary remain on the Property):

2.1 to construct and lay Service Installations in through upon or under the Property for the provision of Services to the Retained Land (and if required to connect any such Service Installations to any Service Installations which are now or may be laid in through upon or under the Property) and to alter enlarge or upgrade any Service Installations which are now or may be laid in through upon or under the Property

2.2 to inspect clean maintain repair replace renew and remove:

2.2.1 the Service Installations which serve the Retained Land

2.2.2 those parts of the Retained Land to be maintained (if any) by the Transferor which abut or adjoin the Property

2.3 to comply with the requirements of any Competent Authority relating to the Retained Land the Service Installations serving the Retained Land and/or the provision of Services to the Retained Land

and the Transferee acknowledges the right of the Transferor to authorise any Competent Authority (for the benefit (where applicable) of its undertaking and each and every part) to enter the Property for the purpose of exercising the rights reserved in this schedule relating to the provision of any Services to the Retained Land to the same extent as if the same had been expressly reserved in favour of any such Competent Authority

3. to confirm the rights reserved in this schedule relating to the provision of any Services to the Retained Land to any Competent Authority (for the benefit (where applicable) of its undertaking and each and every part) by agreement licence wayleave and/or deed of grant and the Transferee shall if required grant and confirm (free of consideration) to any Competent Authority such rights by agreement licence wayleave and/or deed of grant

4. of support for the Retained Land from any adjoining land which forms part of the Property

5. to pass and re-pass over or along the walkway on foot only on the Property shown in the approximate position coloured yellow on Plan Number 2 for the purposes of access to and egress from the storage area at the rear of the Property which remains in the ownership of the Transferor.

Covenants by the Transferee

The Transferee for the Transferee and the Transferee's successors in title for the protection and benefit of the Retained Land and with the intention of binding the Property hereby covenants with the Transferor :

1. not to do any act or thing in on or in respect of the Property in contravention of the enactments relating to Town and Country Planning (including without limitation the conditions of any planning permission relating to the Property) or environmental law

2. not to do or neglect to do on or in any part of the Property any act or thing which shall be or become a nuisance damage or injury to the Transferor or to the owners or occupiers of the Retained Land or which shall diminish or tend to diminish the value of the Retained Land

3. not to do any act or thing in on or in respect of the Property or the Retained Land or 8 Berriew Street which may cause damage to or interference with the Service Installations serving the Retained Land or 8 Berriew Street or which might affect their proper and efficient operation or which may otherwise interfere with the exercise by the Transferor of all or any of the rights reserved in this deed

Additional Provisions (Matters Affecting)

The Property is transferred subject to:

1. all easements quasi easements rights privileges and other similar matters now affecting the Property
2. the matters contained or referred to in the Documents in so far as such matters are still subsisting and capable of taking effect and affect the Property

Disputes

1 All disputes differences and questions which arise between the parties concerning or in connection with this deed shall be referred to the Expert for determination the Expert being appointed jointly by the parties or in default by the President (or other acting senior officer on his behalf) from time to time of the Royal Institution of Chartered Surveyors on the application of either party

2 The Expert shall act as an expert and not as an arbitrator and his decision will be final and binding on the parties (save in respect of manifest error)

3 The Expert will consider all written representations made on behalf of the parties which are delivered to him within such period or periods as he stipulates (having regard to the parties' wish for a quick determination)

4. The Expert shall be entitled to obtain opinions from others if he so wishes

5 The Expert will be instructed to use all reasonable endeavours to give his decision as speedily as possible

6 If the Expert dies or refuses or is unable to act the procedure for appointment will be repeated as often as necessary

7 The Expert's fees and the costs of his appointment will be payable by the parties in such proportions as he determines or in default of such determination equally between them

8 If the Expert is ready to make his determination but is unwilling to do so due to the failure of one party to pay its share of the costs in connection with the determination the other party may serve upon the party in default a notice requiring the party in default to pay such costs within 10 working days and if the party in default fails to comply with the notice the other party may pay to the Expert the costs payable by the party in default and any amount so paid by the other party shall be a debt due forthwith from the party in default to the other party together with interest at the rate of 2% above the base lending rate from time to time of HSBC Bank plc

Agreement and Declaration

It is hereby agreed and declared that :

1. nothing herein contained shall operate to impose any restriction on the manner in which the Transferor may deal with

the whole or any part of the Retained Land

2. the Transferee shall not be entitled to any right or easement of light or air or any other right or easement which would or might in any way restrict interfere with or prejudicially affect the free use of any part of the Retained Land for building or for any other purpose (but this clause shall not derogate from the rights specifically granted to the Transferee in this deed)

3. the terms and effects of Section 62 of the Law of Property Act 1925 are expressly excluded from this deed in relation to any easements rights privileges or advantages that may have been enjoyed in any way by the Property over or in respect of the Retained Land

4. the rights granted and reserved in this deed may be exercised (acting reasonably) with workmen agents and others and with all required equipment machinery plant apparatus and vehicles subject to the parties exercising such rights causing as little inconvenience nuisance or annoyance as reasonably possible causing as little damage as reasonably possible making good any damage caused and paying compensation for any damage caused and not made good (and any dispute in this respect shall be referred to the Expert for determination) and subject in respect of any right of entry (as distinct from the right to pass and repass over and along the Access Passageway generally) to the giving of reasonable notice (save where otherwise specified in this Deed) and entering only at reasonable times (except in the case of emergency when such rights may be exercised without notice and at any time)

5. any boundary structure surrounding the Property and the Retained Land shall be a party structure and be repairable as such

Release and Extinguishment of Easements on Title Numbers WA703176 and CYM4979

For the purposes of this paragraph of this Deed only:

The Grantors: means Ben Trevor Williams and Susan Ruth Williams the registered proprietors of title number CYM4979

The Releasor: means Ben Trevor Williams the registered proprietor of title number WA703176

The Grantors Land: means the land comprised in title number CYM4979

The Releasor's Land: means the land comprised in title number WA703176

The Rights: means the right granted for the benefit of the Releasor's Land referred to in entry number 2 of the Proprietorship register of the Releasor's Land granted by a conveyance dated 5th September 1887 made between (1) Elizabeth Morris (2) Charles Jones and (3) Charles Thomas Pugh and described as:

"...together with full right and liberty of the said Charles Thomas Pugh his heirs and assigns owner and owners for the time being of the hereditaments hereinbefore described and his and their tenants and servants and all other persons authorised

BTW
SRT

SW
SLO

~~in that behalf by him or them from time to time and at all times hereafter at his and their Will and pleasure for all purposes connected with the use and enjoyment of the said hereditaments and premises to pass and re-pass with or without horses, cattle and other animals carts and other conveyances in and along and over the passage yard and roadway adjoining the said hereditaments and the site and cause whereof are shown in the said plan and therein coloured brown...."~~

together with the rights reserved by a conveyance dated 27th October 2000 made between (1) Morgan Commercial and Industrial Developments Limited and (2) Mary Elizabeth Roberts referred to in entry number 2 of the Charges Register of the Grantors Land for the benefit of the Releasors Land defined as "...subject to the rights of the owners and occupiers of number 7 Berriew Street of a right of way on foot along the passageway coloured yellow between the points marked "X" and "Y" on the said plan..."

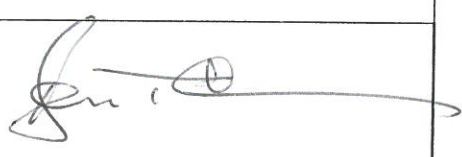
1. In consideration of £1.00 receipt of which is acknowledged the Releasor releases the right to the Grantor with full title guarantee to the intent that the right shall be extinguished from the date of this release

2. the Releasor and the Grantor apply to cancel all reference to the rights released and extinguished by this release in the registered title of the Grantors Land and the registered title of the Releasors Land

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.

13 Execution

Signed as a Deed by the said
BEN TREVOR WILLIAMS
in the presence of:



Signature DA Evans
Name D. A EVANS
Occupation Housewife
Address 13. Ceirion Close
..... Chirk
.....

Signed as a Deed by the said
SUSAN RUTH WILLIAMS
in the presence of:

Susan R. Williams

Signature DA Evans
Name
Occupation
Address
..... AS above
.....

Signed as a Deed by the said
KAREN JANET RIFFEL
in the presence of:

Signature

Name

Occupation

Address

.....

.....

WARNING

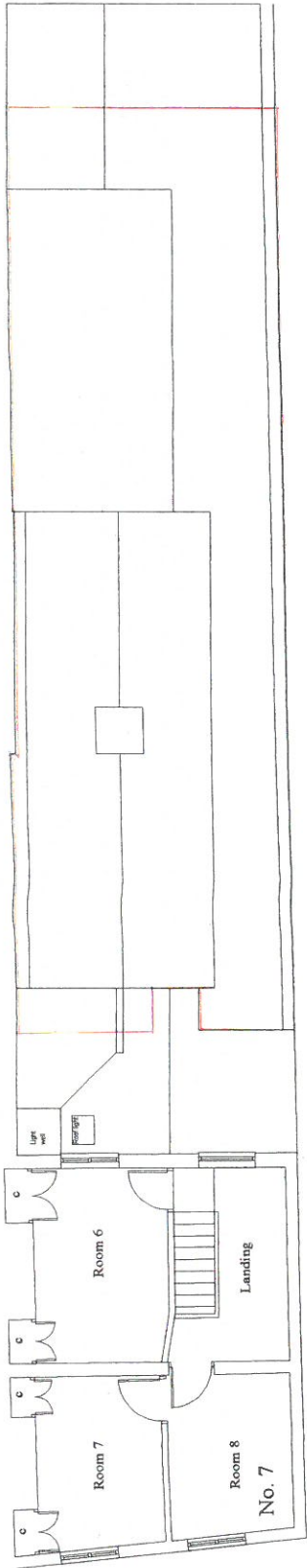
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud 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.

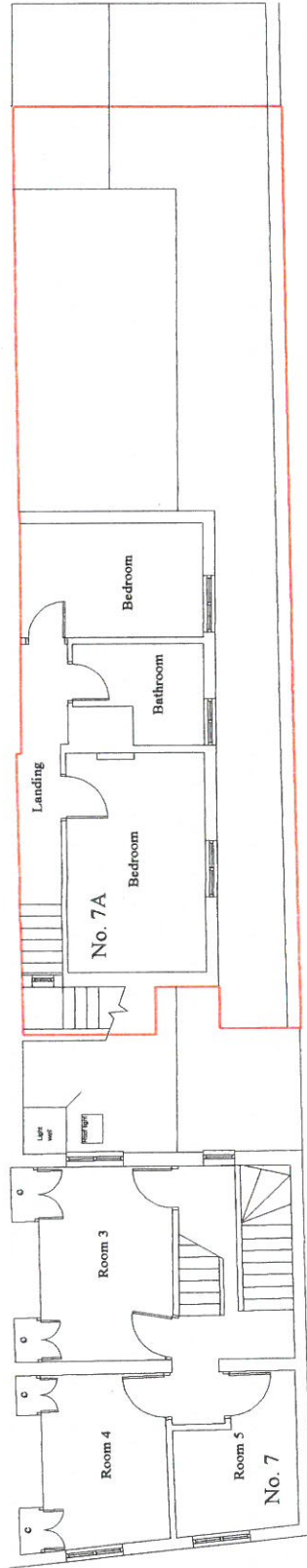
Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply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

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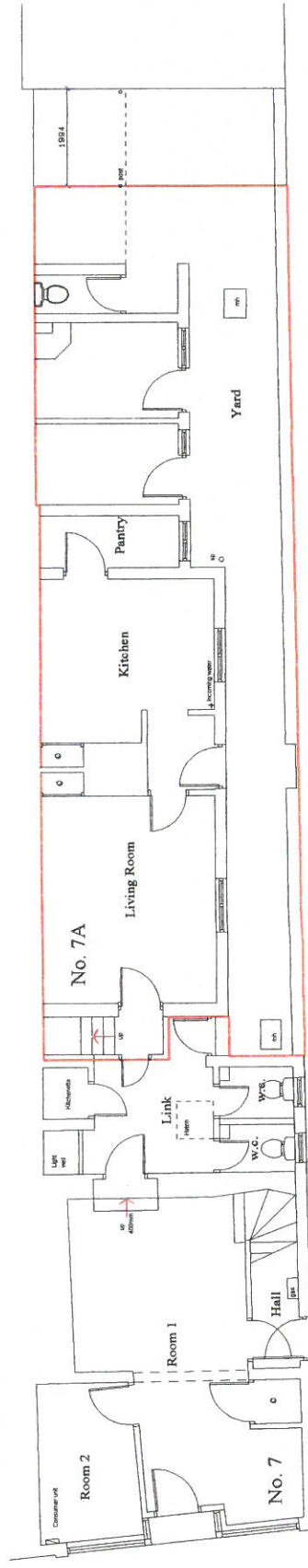
PLAN
NUMBER 1



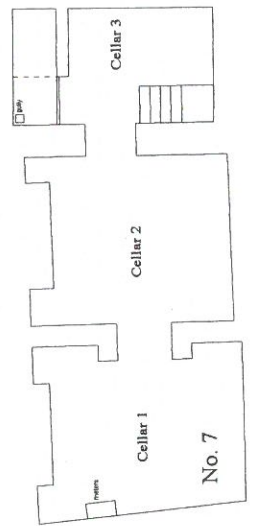
Second Floor



First Floor



Ground Floor



Cellar



REV A Red line added. March 2016

PHILIP HUMPHREYS ARCHITECTS
Ten-y-Castell, Broad Street, MONTGOMERY, SY15 6PH. Tel/Fax: 01686 688373

7 Berriew Street, Walsby

Floor Plans

□ met 1:50 □ dec February 2016 □ E28/15/2A

Guan R. Williams

ADMINISTRATIVE AREA POWYS

PLAN
NUMBER
2.



Land Registry

Transfer of part of registered title(s)

TP1

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.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with 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.

1	Title number(s) out of which the property is transferred: WA703176
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: CYM4979
3	Property: 7A Berriew Street, Welshpool, Powys SY21 7SQ The property is identified <input checked="" type="checkbox"/> on the attached plan marked number 1 and shown: edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: 23 rd of March 2016.
5	Transferor: Ben Trevor Williams <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
6	Transferee for entry in the register: Karen Janet Riffel <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:

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 electronic 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 12.

Place 'X' in any box that applies.

Add any modifications.

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

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

7 Transferee's intended address(es) for service for entry in the register:

25 Kerrison Drive, Welshpool, Powys SY21 7UW

8 The transferor transfers the property to the transferee

9 Consideration

- ☒ The transferor has received from the transferee for the property the following sum (in words and figures):

Fifty Eight Thousand Pounds (£58,000.00)

- ☐ The transfer is not for money or anything that has a monetary value

- ☐ Insert other receipt as appropriate:

10 The transferor transfers with

- ☒ full title guarantee
☐ limited title guarantee

11 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:

12 Additional provisions

Definitions and Interpretation

In this deed and unless the context otherwise requires:

8 Berriew Street: means 8 Berriew Street, Welshpool, Powys SY21 7SQ registered at the Land Registry under title number CYM4979 which property is owned by the Transferor and Susan Ruth Williams

Access Passageway : means the passageway on 8 Berriew Street in the position approximately shown coloured green on plan number 2

Competent Authority : means any local or other public or competent authority or government department or court of competent jurisdiction or any other body exercising powers under statute or by Royal Charter or any utility service or supply company

Documents : means the registers of title number WA703176 excluding any financial charges securing monies repayable by

the Transferor

Expert : means a chartered surveyor with not less than ten years relevant experience appointed in accordance with the schedule of this deed headed "Disputes"

Plan Number 1: means the plan marked number 1 annexed to this Deed

Plan Number 2: means the plan marked number 2 annexed to this Deed

Requisite Consents : means such permissions consents approvals licences certificates permits or requirements whether of a public or private nature in legally effectual form

Retained Land: means all that remaining land at 7 Berriew Street, Welshpool, Powys as comprised within title number WA703176 but excluding the Property

Services: means the disposal of foul and surface water and the supply of water, electricity and telecommunications and any other normal domestic services

Service Installations : means drains channels sewers soakaways pipes watercourses gutters downspouts wires cables fibres ducts flues conduits and other service conducting media (and any equipment apparatus and works appurtenant thereto)

the expressions "Transferor" and "Transferee" shall in each case include their respective successors in title the owner or owners from time to time of the Retained Land and the Property respectively and each and every part of the Retained Land and the Property respectively by and against whom this deed shall be enforceable as if they had been originally named as parties

the expressions "Property" "Retained Land" and "8 Berriew Street" shall in each case include each and every part thereof and the buildings and other structures erected or to be erected thereon

an obligation not to do an act or thing includes an obligation not to authorise permit allow or suffer that act or thing to be done by any other person

where any party comprises more than one person the obligations and liabilities of that party under this deed shall be joint and several obligations and liabilities of those persons

any reference to a specific statute or statutory instrument shall unless otherwise stated be construed as including a reference to any statutory extension or modification amendment or re-enactment of such statute or statutory instrument and any and all regulations orders or directives made or issued under such statute or statutory instrument or deriving validity therefrom and any general reference to "statute" or "statutes" includes any regulations orders or directives made or issued under such statute or statutes or deriving validity therefrom

words importing one gender shall be construed as importing any other gender

words importing the singular shall be construed as importing the plural and vice versa

words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa

the clause and schedule headings do not form part of this deed and shall not be taken into account in its construction or interpretation

any reference to a clause sub-clause paragraph sub-paragraph or schedule is to one in this deed so numbered unless otherwise stated

Rights Granted by the Transferor and Susan Ruth Williams in respect of 8 Berriew Street

The right for the Transferee and the Transferee's successors in title in common (where applicable) with the Transferor and Susan Ruth Williams the Transferor's and Susan Ruth Williams' successors in title and all others so entitled or authorised over 8 Berriew Street :

1. to pass and repass over and along the Access Passageway to and from the Property from and to the public highway in Berriew Street at all times on foot only

2. of free and uninterrupted passage and running of Services to and from the Property into and through the Service Installations serving the Property which are now or may be laid in through upon or under 8 Berriew Street subject to the Transferee being responsible (jointly with other users where applicable) for the maintenance repair and renewal of such Service Installations where not maintainable at the public expense and to the payment of a fair proportion of the cost and expense of keeping such Service Installations in good repair and condition such proportion in the case of dispute to be determined by the Expert

3. to enter into and upon so much of 8 Berriew Street as is reasonably necessary (and for so long as is reasonably necessary remain on 8 Berriew Street) to inspect clean maintain repair replace and renew :

3.1 the Service Installations which serve the Property (where not maintained at the public expense)

3.2 those parts of the Property to be maintained by the Transferee which abut or adjoin 8 Berriew Street.

4. of support for the Property from any adjoining land which forms part of 8 Berriew Street

5. upon giving 7 days previous written notice to the Transferor and Susan Ruth Williams or their successors in title as owners or occupiers for the time being of 8 Berriew Street to dig up and excavate such part of the Access Passageway shown coloured green and orange on plan number 2 that may be necessary to lay a new electrical cable to the Property provided that the Transferee must cause no unnecessary damage to 8 Berriew Street in the exercise of this right and must make good any damage caused. Before commencing work the Transferee must produce to the Transferor and Susan Ruth Williams

copies of all necessary requisite consents from the competent authority.

Rights Granted in respect of the Property

The right for the Transferee and the Transferee's successors in title in common (where applicable) with the Transferor the Transferor's successors in title and all others so entitled or authorised:

1. of free and uninterrupted passage and running of Services to and from the Property into and through the Service Installations serving the Property which are now or may be laid in through upon or under the Retained Land subject to the Transferee being responsible (jointly with other users where applicable) for the maintenance repair and renewal of such Service Installations where not maintainable at the public expense and to the payment of a fair proportion of the cost and expense of keeping such Service Installations in good repair and condition such proportion in the case of dispute to be determined by the Expert

2. to enter into and upon so much of the Retained Land as is reasonably necessary (and for so long as is reasonably necessary remain on the Retained Land) to inspect clean maintain repair replace and renew :

2.1 the Service Installations which serve the Property (where not maintained at the public expense)

2.2 those parts of the Property to be maintained by the Transferee which abut or adjoin the Retained Land.

3. of support for the Property from any adjoining land which forms part of the Retained Land.

Rights Reserved for the Retained Land

Except and Reserving to the Transferor and the Transferor's successors in title and all others so authorised or entitled for the benefit of the Retained Land the right :

1. of free and uninterrupted passage and running of Services to and from the Retained Land into and through the Service Installations serving the Retained Land which are now or may be laid in through upon or under the Property

2. to enter into and upon so much of the Property as is reasonably necessary (and for so long as is reasonably necessary remain on the Property):

2.1 to construct and lay Service Installations in through upon or under the Property for the provision of Services to the Retained Land (and if required to connect any such Service Installations to any Service Installations which are now or may be laid in through upon or under the Property) and to alter enlarge or upgrade any Service Installations which are now or may be laid in through upon or under the Property

2.2 to inspect clean maintain repair replace renew and remove:

2.2.1 the Service Installations which serve the Retained Land

2.2.2 those parts of the Retained Land to be maintained (if any) by the Transferor which abut or adjoin the Property

2.3 to comply with the requirements of any Competent Authority relating to the Retained Land the Service Installations serving the Retained Land and/or the provision of Services to the Retained Land

and the Transferee acknowledges the right of the Transferor to authorise any Competent Authority (for the benefit (where applicable) of its undertaking and each and every part) to enter the Property for the purpose of exercising the rights reserved in this schedule relating to the provision of any Services to the Retained Land to the same extent as if the same had been expressly reserved in favour of any such Competent Authority

3. to confirm the rights reserved in this schedule relating to the provision of any Services to the Retained Land to any Competent Authority (for the benefit (where applicable) of its undertaking and each and every part) by agreement licence wayleave and/or deed of grant and the Transferee shall if required grant and confirm (free of consideration) to any Competent Authority such rights by agreement licence wayleave and/or deed of grant

4. of support for the Retained Land from any adjoining land which forms part of the Property

5. to pass and re-pass over or along the walkway on foot only on the Property shown in the approximate position coloured yellow on Plan Number 2 for the purposes of access to and egress from the storage area at the rear of the Property which remains in the ownership of the Transferor.

Covenants by the Transferee

The Transferee for the Transferee and the Transferee's successors in title for the protection and benefit of the Retained Land and with the intention of binding the Property hereby covenants with the Transferor :

1. not to do any act or thing in on or in respect of the Property in contravention of the enactments relating to Town and Country Planning (including without limitation the conditions of any planning permission relating to the Property) or environmental law

2. not to do or neglect to do on or in any part of the Property any act or thing which shall be or become a nuisance damage or injury to the Transferor or to the owners or occupiers of the Retained Land or which shall diminish or tend to diminish the value of the Retained Land

3. not to do any act or thing in on or in respect of the Property or the Retained Land or 8 Berriew Street which may cause damage to or interference with the Service Installations serving the Retained Land or 8 Berriew Street or which might affect their proper and efficient operation or which may otherwise interfere with the exercise by the Transferor of all or any of the rights reserved in this deed

Additional Provisions (Matters Affecting)

The Property is transferred subject to:

1. all easements quasi easements rights privileges and other similar matters now affecting the Property
2. the matters contained or referred to in the Documents in so far as such matters are still subsisting and capable of taking effect and affect the Property

Disputes

1 All disputes differences and questions which arise between the parties concerning or in connection with this deed shall be referred to the Expert for determination the Expert being appointed jointly by the parties or in default by the President (or other acting senior officer on his behalf) from time to time of the Royal Institution of Chartered Surveyors on the application of either party

2 The Expert shall act as an expert and not as an arbitrator and his decision will be final and binding on the parties (save in respect of manifest error)

3 The Expert will consider all written representations made on behalf of the parties which are delivered to him within such period or periods as he stipulates (having regard to the parties' wish for a quick determination)

4. The Expert shall be entitled to obtain opinions from others if he so wishes

5 The Expert will be instructed to use all reasonable endeavours to give his decision as speedily as possible

6 If the Expert dies or refuses or is unable to act the procedure for appointment will be repeated as often as necessary

7 The Expert's fees and the costs of his appointment will be payable by the parties in such proportions as he determines or in default of such determination equally between them

8 If the Expert is ready to make his determination but is unwilling to do so due to the failure of one party to pay its share of the costs in connection with the determination the other party may serve upon the party in default a notice requiring the party in default to pay such costs within 10 working days and if the party in default fails to comply with the notice the other party may pay to the Expert the costs payable by the party in default and any amount so paid by the other party shall be a debt due forthwith from the party in default to the other party together with interest at the rate of 2% above the base lending rate from time to time of HSBC Bank plc

Agreement and Declaration

It is hereby agreed and declared that :

1. nothing herein contained shall operate to impose any restriction on the manner in which the Transferor may deal with

the whole or any part of the Retained Land

2. the Transferee shall not be entitled to any right or easement of light or air or any other right or easement which would or might in any way restrict interfere with or prejudicially affect the free use of any part of the Retained Land for building or for any other purpose (but this clause shall not derogate from the rights specifically granted to the Transferee in this deed)

3. the terms and effects of Section 62 of the Law of Property Act 1925 are expressly excluded from this deed in relation to any easements rights privileges or advantages that may have been enjoyed in any way by the Property over or in respect of the Retained Land

4. the rights granted and reserved in this deed may be exercised (acting reasonably) with workmen agents and others and with all required equipment machinery plant apparatus and vehicles subject to the parties exercising such rights causing as little inconvenience nuisance or annoyance as reasonably possible causing as little damage as reasonably possible making good any damage caused and paying compensation for any damage caused and not made good (and any dispute in this respect shall be referred to the Expert for determination) and subject in respect of any right of entry (as distinct from the right to pass and repass over and along the Access Passageway generally) to the giving of reasonable notice (save where otherwise specified in this Deed) and entering only at reasonable times (except in the case of emergency when such rights may be exercised without notice and at any time)

5. any boundary structure surrounding the Property and the Retained Land shall be a party structure and be repairable as such

Release and Extinguishment of Easements on Title Numbers WA703176 and CYM4979

For the purposes of this paragraph of this Deed only:

The Grantors: means Ben Trevor Williams and Susan Ruth Williams the registered proprietors of title number CYM4979

The Releasor: means Ben Trevor Williams the registered proprietor of title number WA703176

The Grantors Land: means the land comprised in title number CYM4979

The Releasor's Land: means the land comprised in title number WA703176

The Rights: means the right granted for the benefit of the Releasor's Land referred to in entry number 2 of the Proprietorship register of the Releasor's Land granted by a conveyance dated 5th September 1887 made between (1) Elizabeth Morris (2) Charles Jones and (3) Charles Thomas Pugh and described as:

"...together with full right and liberty of the said Charles Thomas Pugh his heirs and assigns owner and owners for the time being of the hereditaments hereinbefore described and his and their tenants and servants and all other persons authorised

~~in that behalf by him or them from time to time and at all times hereafter at his and their Will and pleasure for all purposes connected with the use and enjoyment of the said hereditaments and premises to pass and re-pass with or without horses, cattle and other animals carts and other conveyances in and along and over the passage yard and roadway adjoining the said hereditaments and the site and cause whereof are shown in the said plan and therein coloured brown...."~~

112

together with the rights reserved by a conveyance dated 27th October 2000 made between (1) Morgan Commercial and Industrial Developments Limited and (2) Mary Elizabeth Roberts referred to in entry number 2 of the Charges Register of the Grantors Land for the benefit of the Releasors Land defined as "...subject to the rights of the owners and occupiers of number 7 Berriew Street of a right of way on foot along the passageway coloured yellow between the points marked "X" and "Y" on the said plan..."

1. In consideration of £1.00 receipt of which is acknowledged the Releasor releases the right to the Grantor with full title guarantee to the intent that the right shall be extinguished from the date of this release

2. the Releasor and the Grantor apply to cancel all reference to the rights released and extinguished by this release in the registered title of the Grantors Land and the registered title of the Releasors Land

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.

13 Execution

Signed as a Deed by the said
BEN TREVOR WILLIAMS
in the presence of:

Signature

Name

Occupation

Address

.....

.....

Signed as a Deed by the said
SUSAN RUTH WILLIAMS
in the presence of:

Signature

Name

Occupation

Address

.....

.....

Signed as a Deed by the said
KAREN JANET RIFFEL
in the presence of:

Signature *J. C. Curry*
Name *Jonathan and Christine*
Occupation *Retired*
Address *Old Bank Chambers*
..... *High Street Newtown*
..... *Wales*

WARNING

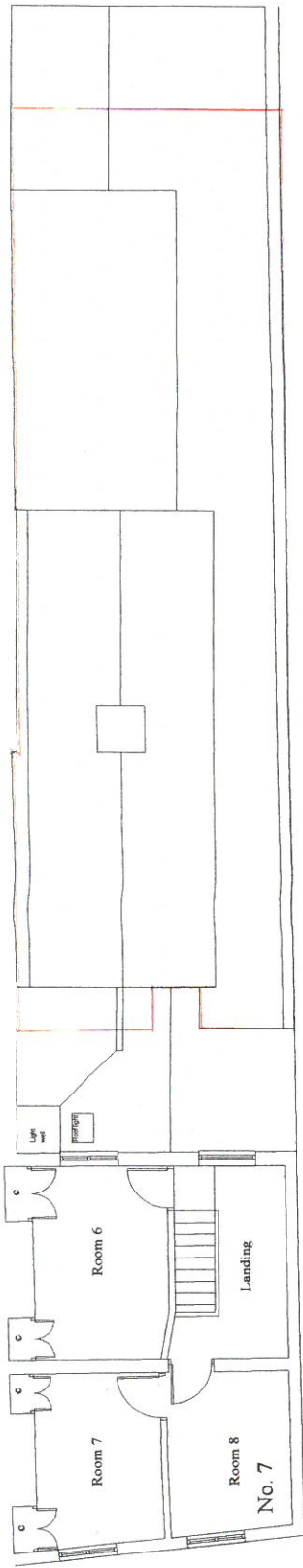
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud 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.

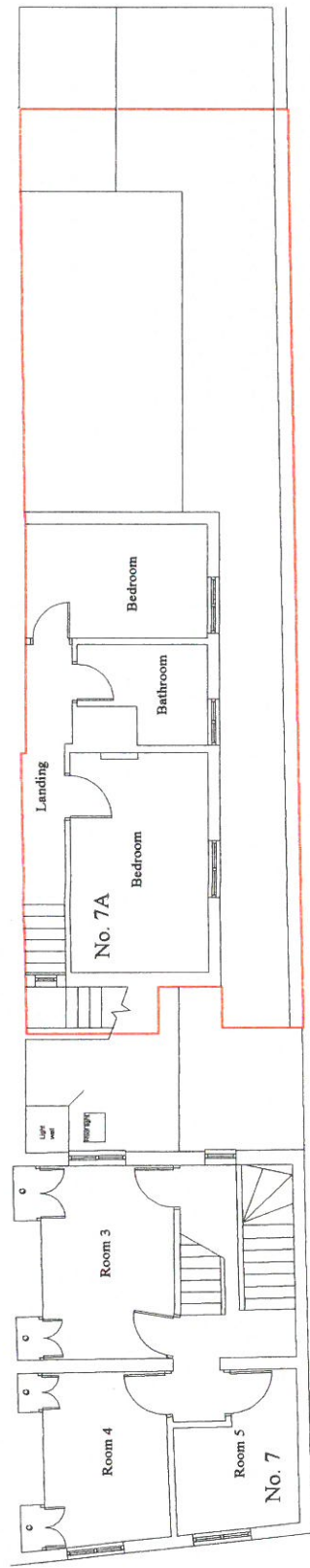
Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply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

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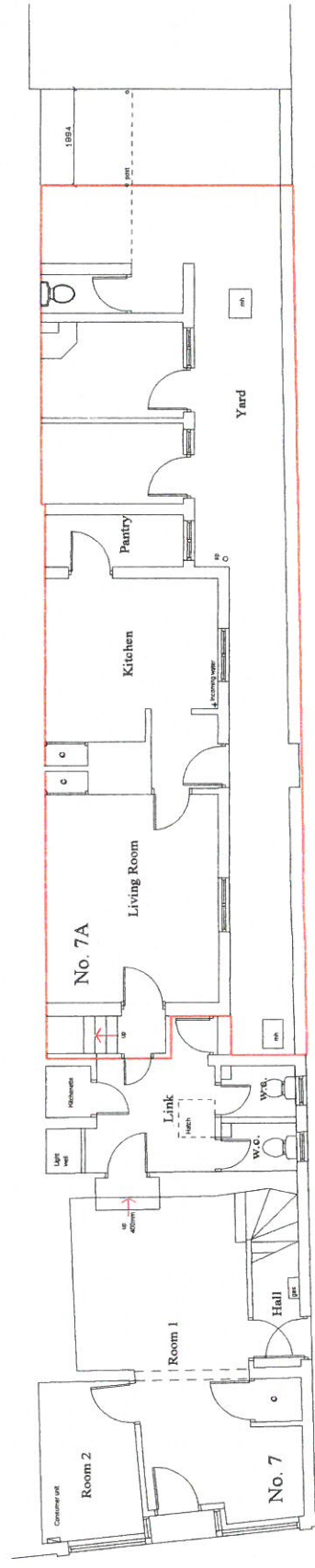
PLAN
NUMBER 1



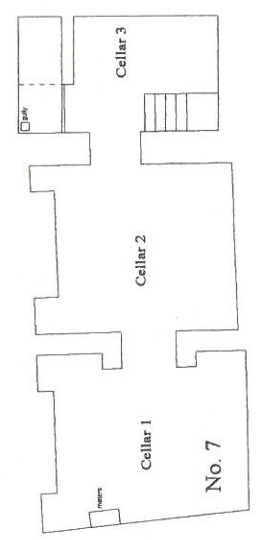
Second Floor



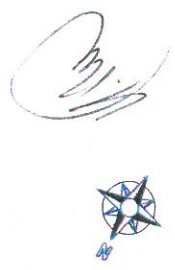
First Floor



Ground Floor



Cellar



REV A Red line added. March 2016

PHILIP HUMPHREYS ARCHITECTS
Ten-y-Castell, Broad Street, MONTGOMERY, SY15 6PH. Tel/Fax: 01686 68373

7 Berriew Street, Walspool

Floor Plans

scale 1:50 □ date February 2016 □ 03015/2A

ADMINISTRATIVE AREA POWYS

PLAN
NUMBER
2.



Regulated Drainage & Water Search



Search Details

Prepared for: JPL Solicitors Limited

Matter: 1319

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

Property:

7 Berriew Street, Welshpool, SY21 7SQ

Water Company:

Severn Trent Water Ltd

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

Date Returned:
20/02/2025

Property type:
Residential

This search was provided by InfoTrack Ltd* – t. 0207 186 8090, e: helpdesk@infotrack.co.uk. Our search terms and conditions (issued by InfoTrack) can be viewed at www.infotrack.co.uk, or supplied on request. This search is also subject to terms and conditions issued by the Data Supplier. InfoTrack is registered with the Property Codes Compliance Board (PCCB) as subscribers to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code. Visit www.propertycodes.org.uk for more information. *Please note, we may subcontract search compilation in some areas.



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



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



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	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?	Hafren Dyfrdwy
4.1.2	Who is responsible for providing the water services for the property?	Hafren Dyfrdwy
4.2	Who bills the property for sewerage services?	Hafren Dyfrdwy
4.3	Who bills the property for water services?	Hafren Dyfrdwy
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



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.



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 |

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.hdcymru.co.uk/>



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

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:

Hafren Dyfrdwy, Packsaddle, Wrexham Road, Rhostyllen, Wrexham, LL14 4EH

Tel: 0330 678 0646

www.hdcymru.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:

Hafren Dyfrdwy, Packsaddle, Wrexham Road, Rhostyllen, Wrexham, LL14 4EH
Tel: 0330 678 0646
www.hdcymru.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:

Hafren Dyfrdwy, Packsaddle, Wrexham Road, Rhostyllen, Wrexham, LL14 4EH
Tel: 0330 678 0646
www.hdcymru.co.uk

Question 4.2

Who bills the property for sewerage services?

Hafren Dyfrdwy, Packsaddle, Wrexham Road, Rhostyllen, Wrexham, LL14 4EH
Tel: 0330 678 0646
www.hdcymru.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?

Hafren Dyfrdwy, Packsaddle, Wrexham Road, Rhostyllen, Wrexham, LL14 4EH
Tel: 0330 678 0646
www.hdcymru.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.

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:

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



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

i 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**

ISSUED BY
STEWART TITLE LIMITED

stewart title[®]

POLICY SUMMARY

keyfacts

POLICY TYPE

Regulated Drainage and Water Search Information Accuracy Policy

THE INSURER

Stewart Title Limited

POLICY TERM

In Perpetuity from the Policy Date

INSURER'S ADDRESS

6 Henrietta Street, London, WC2E 8PS

TO THE INSURED

We assume the need to purchase this policy has resulted from legal advice provided to you. You should read this summary in conjunction with the full policy wording to ensure you are fully aware of the terms and conditions of the cover.

TO THE INTERMEDIARY

We recommend this document is provided to the Insured before the conclusion of the insurance contact.

SIGNIFICANT CONDITIONS OR EXCLUSIONS UNDER THIS POLICY

Full details of conditions and exclusions are detailed in the policy, but we would draw your attention to the following:

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 the policy
- take any steps to settle a Claim without our prior written consent.

UPDATING THE COVER

Requests to increase or extend cover can be considered. We are not permitted to provide advice or recommend how you proceed as you will need to make your own choice about this, with guidance from your intermediary.

RIGHTS 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.

HOW TO CLAIM

Please write (quoting your policy number) to 'The Claims Counsel' at the Insurer's Address or by e mail to ukclaims@stewart.com. You must provide details to us of any potential Claim without delay, please read the full Claims conditions within the policy.

COMPLAINTS

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 address is <http://www.financial-ombudsman.org.uk/>.

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.

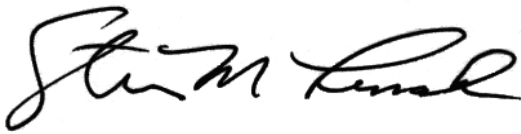
Further information about compensation scheme arrangements is available from the FSCS who can be contacted at Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. The FSCS website may be viewed at www.fscs.org.uk.

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

A handwritten signature in black ink, appearing to read 'Steven Lessack', written in a cursive style.

Steven Lessack
CEO, Stewart Title Limited

Authorised Signatory

POLICY SCHEDULE

POLICY NUMBER 155853	PROPERTY Each property or parcel of land 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), 6 Henrietta Street, Covent Garden, London, WC2E 8PS

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 residential or 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 or contamination matters (including but not limited to the Environmental Protection Act 1990)
- (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 2.5.1,2.7,2.8,2.9,3.3,3.4 and 4.5 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

MEMORANDUM OF ENDORSEMENT For Seller Cover

Definitions

Definitions

The definitions referred to below shall be read as being in addition to those given or where repeated for the purpose of the cover provided to the seller under this Policy as an alternative to those in the Policy

the Seller of the Property who has requested and paid for the Regulated Search in order to enable the sale of the Property to the Buyer;

Seller:

The person(s), corporate or incorporate body, named as Buyer in the exchanged contract for the purchase of the Property on whose behalf a Regulated Search has been undertaken or who relies upon a Regulated Search carried out on behalf of the seller of the Property by the Organisation and who has subsequently purchased the Property following receipt of the Regulated Search.

Buyer:**Completion Date:**

the date upon which the sale of the Property to the Buyer completed the lower of (i) the price agreed between the Seller and the Buyer for the sale of the Property prior to the Completion Date (ii) the highest valuation of the Property obtained by the Seller from an estate agent prior to marketing the property with the estate agent.

Offer Price:**Sale Price:**

the price actually paid by the Buyer to the Seller for the Property on the Completion Date as detailed in the exchanged contract.

Seller Cover

The cover under this Policy will be extended to provide the additional cover referred to below namely that:-

The Seller shall have cover starting on the Completion Date for the matters referred to in sub paragraph (ii) under the definition of Adverse Entry in this policy by revealing an Adverse Entry which should not have been revealed ('the Error') and which is the sole and direct cause of the Buyer renegotiating the Offer Price of the Property to the Sale Price and as a result of which renegotiation the Seller has suffered loss.

Exclusions

The Company shall be not liable to indemnify the Seller for any Error :

- (i) not disclosed in the Search
- (ii) in respect of any matter of which the Seller or his legal representative had Knowledge as at the date that contracts are exchanged with the Buyer for the purchase of the Property.
- (iii) Any Adverse Entry which arises after the Effective Date
- (iv) The cover for the Seller shall not apply where the transaction is a remortgage or the Property is used for commercial purposes

Conditions

All conditions referred to in the Policy shall apply

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:
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- a. 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;
 - b. 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;
 - c. 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
 - d. 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 ('the 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, 16 King Street, Covent Garden, London WC2E 8JF Account Name: Stewart Title Premium Collection Account, Sort Code 40-04-09, Account Number: 32024225 Reference: 155853

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:

- a. 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.
- b. not admit any liability whatsoever or take steps to compromise or settle the Claim, without the written consent of the Insurer.
- c. 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

- a. admission, promise of payment or indemnity
- b. 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: 6 Henrietta Street, London, UK, WC2E 8PS.

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 scheme
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:

"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.

"Client" means the seller, buyer, potential buyer, or lender in respect of the Property who is the intended recipient of the Report.

"Code" means the Search Code of Practice for Search Compilers and Retailers as updated from time to time.

"Consumer" means any person acting for purposes other than their trade, business, or profession.

"Data Protection Legislation" means the Data Protection Act 2018, the UK GDPR, 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 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 the UK.

"Data Providers" means any organisation or third party who provides data or information of any form to InfoTrack for the purposes of providing Services.

"InfoTrack App" means any mobile application owned or developed by InfoTrack which InfoTrack makes available to You to assist with your receipt of the Services. or to be accessed by Clients.

"Intellectual Property Rights" means copyright, patent, design right (registered or unregistered), service or trademark (registered or unregistered), rights in computer software database right, or other data right, moral right or know how or any other intellectual property right and all similar or equivalent rights or forms of protection in any part of the world.

"Literature" means InfoTrack's brochures, charges and price lists and advertisements in any type of media, including the content of the Website or InfoTrack App.

"Materials" means any materials or documentation (including any Report) supplied by InfoTrack in connection with the Services.

"Order" means the request for Services by You.

"Privacy Policy" means our Privacy Policy located on our website and relevant privacy notices as applicable to the Services.

"Property" means an address or location for which InfoTrack provides a Service.

"Reasonable Inspection" means a due and careful review and examination being undertaken by a competent professional.

"Report" means the report prepared by InfoTrack in respect of the Property or the Order.

"Service(s)" means the supply of services by InfoTrack to You as set out in the Order which may include but is not limited to the production of a Report, property searches/reports/photographs, electronic client onboarding, anti-money laundering reports, indemnity policies, company

searches, post completion tasks, trademarks and domain name searches and other services from time to time, usage of the Website and the InfoTrack App and includes our instructions to Data Providers, on Your behalf and the dissemination of the information subsequently provided by the Data Providers.

"Terms" means these terms and conditions of business.

"UK GDPR" shall have the meaning given to it in section 3(10) (as supplemented by section 205(4) of the Data Protection Act 2018).

"Website" means our website located at www.infotrack.co.uk.

"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.

"You" and "Your" are references to the individual, company, partnership, or organisation on whose behalf InfoTrack has been instructed to provide a Service, who accesses the Website, or places an Order.

1.2 Term, Schedule, and paragraph headings shall not affect the interpretation of these Terms.

1.3 Words in the singular shall include the plural and vice versa. A reference to writing or written includes e-mail.

1.4 Any words following the terms including, include, in

1.5 particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

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"). Each accepted Order constitutes a separate contract between You and InfoTrack. 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 Data Provider 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 and using the Website and/or InfoTrack App, You shall be deemed to have accepted these Terms and the Privacy Policy and You agree to be bound by them.

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 to the exclusion of other terms that You may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

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.

Terms and Conditions

3. Services and access

- 3.1 InfoTrack shall use reasonable care and skill in providing the Services to You and shall use only established and trusted Data Providers when 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 at our sole discretion.
- 3.3 Our Services are provided solely for:
 - 3.3.1 Your use; and
 - 3.3.2 the use by a Client, whom You intend to be able to rely on the Services.
- 3.4 In the event that You want the Services to be used or relied upon by another party that is not a Client, you do not need to obtain our written consent to pass such Services on however, you acknowledge that You and such third-party release Us of all liability in connection with the Services carried out on the relevant Property.
- 3.5 The Reports that form part of the Services will remain valid for a period of six (6) months from the date of issue, thereafter the Reports must be reobtained on the Website or InfoTrack App at Your own expense.
- 3.6 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 fourteen day period set out in Term 5.3.
- 3.7 InfoTrack shall issue You with a user Identification and password allowing access to the Services ("InfoTrack Account"). You are responsible for the acts of Your own employees and contractors and, without limitation must ensure that You protect the secrecy of any passwords issued to You and control the use of the Services by Your employees and contractors. You are responsible for all charges incurred on Your InfoTrack Account (and will pay such amounts as invoiced by InfoTrack as if such amounts were incurred by You).
- 3.8 Where You request in writing that InfoTrack cancel a particular password or account, InfoTrack will use its reasonable endeavours to cancel that password or account as soon as practicable in normal business hours following receipt of that request.
- 3.9 You are responsible for providing current, complete, and accurate information when registering for your InfoTrack Account You should update InfoTrack with any changes to such information where appropriate.
 - 3.10 You are responsible for making all arrangements necessary for access to the Website and/or the InfoTrack App (including without limitation configuring Your computer systems, mobile and maintaining appropriate internet connectivity). Where you require a bespoke mobile application to assist with your receipt of the Services this may be available subject to Our agreement with You of the terms of that mobile application development. InfoTrack shall however have no responsibility to provide any additional mobile applications or hardware to You.
 - 3.11 In consideration of Your compliance with these Terms, InfoTrack grants You a non-exclusive, non-transferable, royalty-free licence to access the Website and to use any InfoTrack App, subject to the restrictions set out in these Terms. Consumers of the InfoTrack App will also be required to accept the InfoTrack App terms of use once they have downloaded the InfoTrack App.
- 3.12 You shall be responsible for maintaining the confidentiality of any password or any other security information relating to Your InfoTrack Account. Such information must not be disclosed to any third party, nor must any third party be permitted access to the Website using Your InfoTrack Account. You must notify InfoTrack of any actual or suspected loss, theft or unauthorised use of the Service or passwords. InfoTrack is not liable for any activity or any unlawful or unauthorised access to the Service.
- 3.13 You will not (i) commercialise the Services (ii) use the Services to store or transmit illegal materials or malicious code (iii) use the Services in any way that may be illegal, obscene, threatening, defamatory, invasive of privacy, infringing intellectual property rights or otherwise injurious to third- parties (iv) submit or upload any content containing viruses, political advertising, commercial solicitation, mass mailings, or any form of spam or any information or program that may damage the operation of anyone else's computer (v) use a false e-mail address, impersonate any person or entity, or otherwise mislead anyone as to Your origin (except to the extent that InfoTrack permits the use of a pseudonym, moniker, or Your name)
- 3.14 You shall not use the Services, including the use of the Website and/or the InfoTrack App, for any purposes beyond the scope of the access granted by these Terms. You shall not at any time, directly or indirectly, and shall not permit any third-party to: (i) copy, modify, or create derivative works of the Services, in whole or in part; (ii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any component of the Services, in whole or in part; or (iii) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise breaches any intellectual property right or other right of any person, or that otherwise breaches any law, regulation, or other legal requirement.
- 3.15 If either You become aware of any misuse of Your InfoTrack Account, any Report, the Website, I InfoTrack App and/or any security breach in connection with these Terms that could compromise the security or integrity of Your InfoTrack Account, any Report, the Website, InfoTrack App or otherwise adversely affect them You must promptly notify InfoTrack and fully co-operate to remedy the issue as soon as reasonably practicable.
- 3.16 From time-to-time InfoTrack may automatically update the Website and/or the InfoTrack App and change the Services available to improve performance, enhance functionality, reflect changes to the operating system or app store rules and policies, or address security issues. Alternatively, InfoTrack may ask You to update the InfoTrack App for these reasons and it is your duty to inform the Consumer.

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- 3.17 If You choose not to install such updates or if You opt out of automatic updates, You may not be able to continue using the InfoTrack App. You acknowledge that the warranties given in Term 8 shall not apply if You choose not to install such updates or if you opt out of automatic updates.
- 3.18 The ways in which You can use the InfoTrack App may also be controlled by the app store from which You download it and its rules and policies. Those rules and policies will apply instead of these terms where there are differences between the two.

4. Charges and Payment

- 4.1 The charges payable for the Services ("Charges") 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 Charges from time to time and the Services will be charged at the Charges or 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 place You on credit hold in respect of any overdue and unpaid invoices. Once issued, the credit hold will remain in force until Our invoice is settled in full.
- 4.6 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 sole discretion and is conditional upon the relevant Data Provider refunding the applicable charges.

5. Cancellation of Services

- This Term 5 only applies if you are a Consumer
- 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 3.6).
- 5.3 As a Consumer Your right to cancel the Agreement starts on the date the Agreement is formed. You have fourteen days to cancel the Agreement. If you cancel the Agreement within this period, and the exceptions set out in Term 5.2 do not apply, then You will receive a full refund of any Charges paid by You. The refund will be processed as soon as possible, and in any case within 14 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 by sending an email to helpdesk@infotrack.co.uk and detailing the reason for cancellation.
- 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 if:
- 6.2 You fail to make any payment due in accordance with Term 4;
- 6.3 You repeatedly breach or commit or cause to be committed a material breach of the Agreement; or
- 6.4 You commit a breach of the Agreement and You fail to remedy the breach within 7 days of receipt of a written notice to do so.
- 6.5 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 acknowledgements

- 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. All other warranties, conditions and other terms implied by statute or common law are excluded from the Agreement to the fullest extent permitted by law.
- 8.2 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.
- 8.3 In providing the Services You acknowledge and accept that:
- 8.3.1 it is Your responsibility to determine whether the Services and any requested Reports (as applicable) are relevant and applicable to Your requirements;
- 8.3.2 InfoTrack's only obligation is to exercise reasonable care and skill in providing the Services in accordance with the Code;
- 8.3.3 the Services do not include any information relating to the value or worth of the Property;
- 8.3.4 InfoTrack does not provide any legal advice or legal services, accounting, or other professional services advice by providing You access to the Services.
- 8.3.5 InfoTrack does not warrant the accuracy or timeliness of searches provided by any Data Provider, including but not limited to any local authorities, government departments or agencies. InfoTrack are not liable for any loss or damage caused by any acts or omissions of a Data Provider or inaccuracies in or omissions from any responses provided by a Data Provider;
- 8.3.6 InfoTrack cannot warrant or guarantee that the Website or any website linked to or from the Website or the InfoTrack App 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

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- 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, mobile, software, data or other property resulting from Your access to, use of or browsing of the Website or the InfoTrack App; or as a result of downloading any material, data, text, images, video or audio from the Website or the InfoTrack App; or by the contents of or Your access to, any website linked to the Website or the InfoTrack App; or for inaccuracies or typographical errors of information on the Website or the InfoTrack App.
- 8.3.7 InfoTrack shall use reasonable endeavours to provide the Services within the timescale set out in the Literature, but such delivery dates are estimates only; and
- 8.3.8 any services other than our Services, which are advertised in the Literature are for information only, and We are not responsible for any third-party 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.
- 8.4 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.
- 8.5 You acknowledge that InfoTrack provides Services to You on behalf of various Data Providers and in order to access and use certain Services, the applicable Data Provider may require that You and a Client agree to terms and conditions and require additional consents that You need to agree with such Data Provider. It is Your responsibility to ensure that the terms and conditions of the applicable Data Providers provide reliance to You and any Client and is within sufficient scope of Your purposes.
- 8.6 Any claim relating to data or information obtained from a Data Provider shall in the first instance be made against the Data Provider (with such assistance from InfoTrack as may reasonably be required) and only if such a claim cannot be made against the Data Provider will You make a claim against InfoTrack.
- 9. Data Protection Obligations**
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 Legislation.
- 9.1 The parties acknowledge that for the purposes of the Data Protection Legislation, You are the controller and InfoTrack is the processor with the provision of the Services from InfoTrack to You. For the avoidance of doubt, any reference to personal data under the Agreement shall mean any personal data which InfoTrack processes in connection with this Agreement, in the capacity of a processor on Your behalf, and the scope, nature and purpose of such processing by InfoTrack, the duration of that processing and the types of personal data and categories of data subject are as set out in the Privacy Policy and which is provided by You to InfoTrack or to which You grant InfoTrack access in connection with the performance of the Services or which is provided to InfoTrack direct by the Client.
- 9.2 You warrant that all personal data that You provide 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 or Intellectual Property Rights.
- 9.3 You shall ensure You obtain 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 You 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 You 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 as data controller, You shall ensure that all data subjects to which any personal data relates are provided with a copy of the Privacy Policy and any relevant privacy notices in accordance with all applicable Data Protection Legislation;
- 9.3.3 You shall maintain such documentation as is required under the Data Protection Legislation in respect of Your obligations as controller of personal data;
- 9.3.4 You shall ensure that a data protection officer is designated at all times for the duration of the Agreement where required by the Data Protection Legislation; and
- 9.3.5 You shall implement appropriate technical and organisational measures to ensure an appropriate level of security to protect any personal data.
- 9.4 You 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: (i) You failing to comply with Your obligations under this Term 9 or (ii) any breach by You of any 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 You from time to time unless we are required to do otherwise by applicable law. In such a case, we shall tell you before processing, unless applicable law prevents us from doing so. We shall also inform you promptly if we believe your instruction does not align with Data Protection Legislation;
- 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;

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- 9.5.4 not transfer any personal data outside of the UK or 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 and only in line with the Privacy Policy;
 - 9.5.5 assist You (at Your reasonable cost) in responding to any request from a data subject and ensuring compliance with InfoTrack's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators and, in particular, InfoTrack shall within a reasonable timescale notify You if it receives any complaint, notice or communication (whether from the commissioner, any data subject, supervisory authority or other third party) which relates to processing of personal data;
 - 9.5.6 notify You 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 Term 9.5;
 - 9.5.8 at Your written direction, delete or return personal data and copies thereof to You 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 Data Protection Legislation to store the personal data; and
 - 9.5.9 subject to Term 9.6, not appoint any new third-party processors of personal data without providing You with an opportunity to object to the appointment of each subcontractor.
 - 9.6 You consent to InfoTrack appointing the third-party processors as set out in the Privacy Policy as third-party processors of personal data under the Agreement. You shall ensure that You obtain informed consent from data subjects in respect of the processing of any personal data that is personal to them in accordance with Term 9.3, as may be required by such third-party processors.
 - 9.7 You acknowledge that:
 - 9.8 InfoTrack may monitor its usage of the Website and the InfoTrack App to assist InfoTrack in improving the Services. Any information collected will exclude personal data and document viewing sessions ("Information"). The Information shall be used internally by InfoTrack; and
 - 9.9 InfoTrack may disclose the Information to its affiliated organisations for the purposes of training or providing the Services only.
 - 10. Our Liability if you are a Business**

This Term only applies if you are a Business 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. You are entitled to pass the searches on to a third party in accordance with Term 3.4 but in doing so, You acknowledge that You have released Us of all liability to You and Your Clients in connection with the Services carried out and Reports received. We shall be excluded from liability to the fullest extent permitted by law.
 - 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 2 of the Supply of Goods and Services Act 1982 or 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,
 - 10.3.2 loss of sales, business, or revenue;
 - 10.3.3 loss or corruption of data, information, or software;
 - 10.3.4 loss of business opportunity;
 - 10.3.5 loss of anticipated savings;
 - 10.3.6 loss of or damage to goodwill; or
 - 10.3.7 any indirect or consequential loss.
 - 10.4 InfoTrack's exclusion in Term 10.3.3, means InfoTrack will have no responsibility for any data loss or other damage, or loss suffered in connection with Your use of the Services, including any failure to provide adequate security or backup devices or services.
 - 10.5 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 Agreement, 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 UK or European Economic Area (subject to the Privacy Policy) then our liability shall be governed by the terms of the provision of services where an agreement approved by the Information Commissioner's Office or 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 2 of the Supply of Goods and Services Act 1982 or section 12 of the Sale of Goods Act 1979 (title and quiet possession) or;
 - 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.

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11.4 We have obtained insurance cover in respect of Our own liability for individual claims and. 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 8.4, 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 the matters set out in Term 11.3.

13. Intellectual Property Rights

13.1 You acknowledge that all Intellectual Property Rights in the Materials and the Literature are and shall remain owned by either InfoTrack or our Data Providers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of those Intellectual Property Rights save solely to the extent set out at Term 13.3 below.

13.2 You shall 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) a breach of this Term 13 and (b) 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.

13.3 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 (including the Website and the InfoTrack App) 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 (but not to modify any Materials or Literature) in accordance with all applicable laws ("Licence") on the following terms:

13.3.1 the Licence is non-exclusive, royalty free and shall not be sub-licensed, assigned or otherwise transferred by You;

13.3.2 nothing in these Terms assigns any such Intellectual Property Rights to You or Your Clients and You shall have no rights in or to the Materials or Literature other than the right to use them in accordance with these Terms;

13.3.3 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

13.3.4 We have the right to terminate the Licence at any time at our sole discretion.

13.4 You agree that You will not and 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: (a) the Materials or Literature provided by InfoTrack; or (b) any trademark, logo, or proprietary marking included in any Materials or Literature.

13.5 If the Agreement expires or is terminated for any reason, then the Licence granted above shall automatically terminate.

13.6 If a third-party claims, or InfoTrack believes a third party may bring a claim that the Services, Materials or Literature infringe any third-party Intellectual Property Rights, then InfoTrack may at its sole discretion:

13.6.1 replace all or part of the Website or InfoTrack App with functionally equivalent software without any charge to the Client;

13.6.2 modify the Services, Materials or Literature as necessary to avoid such infringement;

13.6.3 procure for the Client a licence from the relevant third party to continue using the Website or InfoTrack App; and

13.6.4 terminate this Agreement immediately on written notice to the Client.

13.7 Term 13.6 sets out the Client's sole remedy in the event of a claim by a third party that the Website or InfoTrack App does or potentially infringes third party's Intellectual Property Rights.

14. Insurance

14.1 InfoTrack, at its own expense, maintains Professional Indemnity Insurance and the level of cover provided for by Our insurers is £10 million. InfoTrack shall promptly provide You with copies of the corresponding broker's confirmation letter on reasonable request.

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.

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 ("Complaints Procedure"). 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

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 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties.
- 16.4 The parties to the Agreement do not intend that any term of the Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to the Agreement or a permitted assignee.
- 16.5 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.
- 16.6 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.
- 16.7 If any provision or part of a provision of the Agreement 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.
- 16.8 In the delivery of our Services to You, where there is a conflict between the provisions of these Terms and any other terms and conditions of the applicable Data Providers, the provisions of these Terms shall take precedence.

- 16.9 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 1.1 (or as updated from time to time) or Your address as stipulated in the Order.

- 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.

17. Entire Agreement

- 17.1 These Terms and the Order constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 17.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms.
- 17.3 Nothing in this Term 17 shall limit or exclude any liability for fraud.

Official Local Authority Search (CON29R + LLC1)



Search Details

Prepared for: JPL Solicitors Limited

Matter: 1319

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

Property:

7 Berriew Street, Welshpool, SY21 7SQ

Local Authority:

Powys County Council

Neuadd Maldwyn, Severn Road, Welshpool, SY21 7AS

Date Returned:
13/02/2025

Property type:
Residential

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



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

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

Search Reference: 2024/03832
NLIS Reference:
Date: 13-Feb-2025

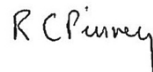
Applicant:
Info Track
75752964
Level 11
91, Waterloo Road
London
SE1 8RT

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:
7, Berriew Street
Welshpool
Powys
SY21 7SQ

It is hereby certified that the search requested above reveals the 4 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: 13 February 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
WELSHPOOL CONSERVATION AREA Conservation Area declared by Montgomery District Council on the 26th September 1985, under Section 277 of the Town and Country Planning Act 1971. Town and Country Planning Act 1971 section 277 Ref: WELSHPOOL TLC Ref: PT185559	Montgomeryshire District Council	Powys County Council, Ty Maldwyn, Brook Street, Welshpool, SY21 7PH	23/10/1985
Manager's Cottage 7A Berriew Street Welshpool Powys SY21 7SQ Full application Decision: Consent Dated: 07/08/1998 Change of use from office to residential use Application Number: M/1998/0512 Town and Country Planning Act 1990 TLC Ref: AP121618	Powys County Council	Powys County Council, Ty Maldwyn, Brook Street, Welshpool, SY21 7PH	07/08/1998
7 BERRIEW STREET, WELSHPOOL PLANNING TYPE Decision: (CC) CONDITIONAL CONSENT Dated: 06/02/1998 Change of use from retail to office use (A2). Application Number: M98014 Ref: M98014 TLC Ref: PA238260	Powys County Council	Powys County Council, County Hall, Spa Road East, Llandrindod Wells, LD1 5LG	06/02/1998
7 BERRIEW STREET WELSHPOOL PLANNING TYPE Decision: (CC) CONDITIONAL CONSENT Dated: 05/02/1988 USE OF BUILDING AS PROPERTY SALES AND BUILDING SOCIETY OFFICE ON GROUND FLOOR	Montgomeryshire District Council	Powys County Council, County Hall, Spa Road East, Llandrindod Wells, LD1 5LG	05/02/1988

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
WITH OFFICES ABOVE. Application Number: M15949 Ref: M15949 TLC Ref: PA249105			

REPLIES TO STANDARD ENQUIRIES OF LOCAL AUTHORITY (2016 Edition)

Applicant:

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

Search Reference: 2024/03832

NLIS Reference:

Date: 13-Feb-2025

Property:

7, Berriew Street
Welshpool
Powys
SY21 7SQ

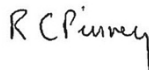
Other Roads etc:

**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: 13 February 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: M/1998/0512
Change of use from office to residential use
Manager's Cottage
7A Berriew Street
Welshpool
Powys
SY21 7SQ
Date of Decision : 07/08/1998
Date Decision Issued : 07/08/1998
Decision :Consent
Manager's Cottage
7A Berriew Street
Welshpool
Powys
SY21 7SQ

Reference: M98014
Change of use from retail to office use (A2).
7 BERRIEW STREET, WELSHPOOLDate of Decision : 06/02/1998
Date Decision Issued : 06/02/1998
Decision :(CC) CONDITIONAL CONSENT

Reference: M15949
USE OF BUILDING AS PROPERTY SALES AND BUILDING SOCIETY OFFICE ON GROUND FLOOR WITH
OFFICES ABOVE.
7 BERRIEW STREET WELSHPOOLDate of Decision : 05/02/1988
Date Decision Issued : 05/02/1988
Decision :(CC) CONDITIONAL CONSENT

(b) a listed building consent

None

(c) a conservation area consent

None

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

None

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

None

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

None

(g) a heritage partnership agreement

None

(h) a listed building consent order

None

(i) a local listed building consent order

None

Informative

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

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

(j) building regulations approval

Reference: DS/2023/0009
Report of dangerous structure
7 Berriew Street, Welshpool, Powys, SY21 7SQ
Decision: Under Investigation
Decision Date: 04/08/2023

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 , Primary Shopping 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 green or pink coloured centreline on the enclosed highways plan are maintained at public expense.

The search location is close to a Trunk Road which Welsh Government are responsible for. We have not been advised of any proposals in that area but would advise that you check directly with Welsh Government.
Email: customerhelp@gov.wales Tel: 0300 0604400 Post: Welsh Government, Cathays Park, Cardiff, CF10 3NQ

(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

Please note the property is within 200m of a trunk road. For more information please contact the North Mid Wales Trunk Road Agency, Automobile Palace, Temple Street, Llandrindod Wells, Powys. LD1 5HU

(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 Nantgarw, Cardiff, CF15 7QQ.*

3.10 Community infrastructure levy (CIL)

(a) Is there a CIL charging schedule?

No

(b) If, yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-

No

(c) Has any demand notice been suspended?

N/A

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

N/A

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

N/A

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

N/A

(g) Has a liability order been granted?

N/A

(h) Have any other enforcement measures been taken?

N/A

3.11 Conservation area

Do the following apply in relation to the property?

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

No

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

No

3.12 Compulsory purchase

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

No

3.13 Contaminated Land

Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property)?

(a) a contaminated land notice

No

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

(i) No
(ii) No

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

No

Informative

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

3.14 Radon Gas

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

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

Informative

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

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

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

3.15 Assets of Community Value

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

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

(b) If the property is listed:

N/A

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

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

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

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

Area means any area in which the property is located.

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

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



Cyngor Sir

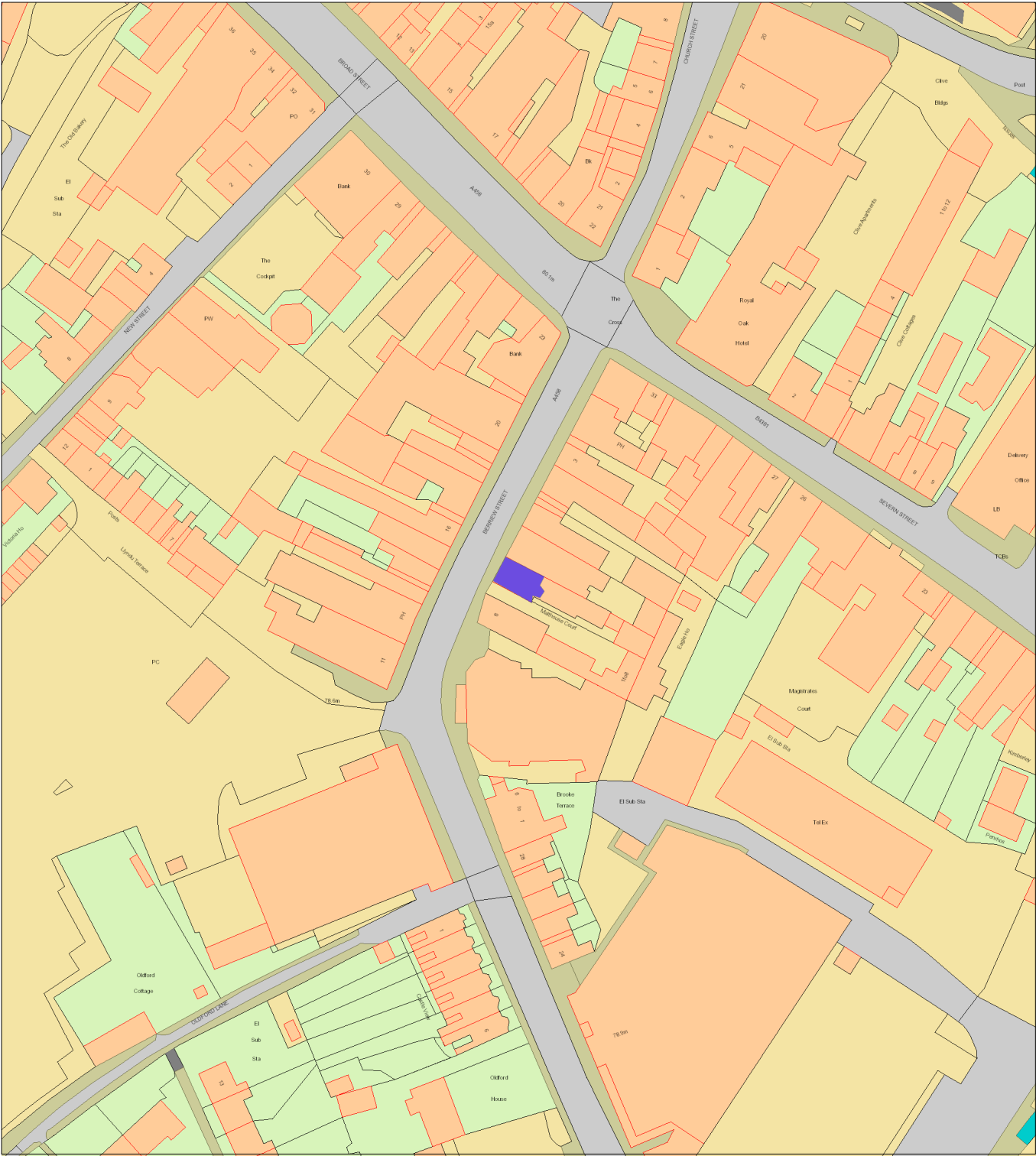



County Council

Printed by: HIK Date: 13/2/2025

Highways Land Charges Search
2024 03832

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Search Reference:	2024/03832	
Property Address:	7, Berriew Street Welshpool Powys SY21 7SQ	
Date:	11-Feb-2025	Scale: 1: 1250
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LOCAL LAND CHARGES VAT RECEIPT

VAT Receipt Number: 2024/03832

VAT Receipt Date: 11-Feb-2025

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

Search Reference: 2024/03832
Online Reference:
Online Source:
Search Date: 11-Feb-2025

Search Property: 7, Berriew Street
Welshpool
Powys
SY21 7SQ

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: Ben Trevor Williams

Buyer:

Property: 7 Berriew Street, Welshpool, SY21 7SQ

Transaction: Auction sale of 7 Berriew Street

Seller's solicitors: Joseph Property Law

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.

Practical Law

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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?

Yes on sale off of the cottage number 7A at the rear of the property to K. Riffel

- 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?

Rear boundary belongs to 7A. Otherwise own.

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

Not aware of such

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

No

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?

Only as per title supplied

- 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?

No

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

Front and front side entrances direct on to street. Rear side over 7A.

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

The owner of 7A is proposing to improve the rear access to give a direct much shorter route into the passageway directly opposite the side rear door.

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?

Not aware of any

- 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.

There has been no complaint in respect of any such matter

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

Not aware of any

- 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?

No

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

Only as in 2.5 above

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?

Buyer must rely on own survey

4.2 Is there any Green Deal Plan affecting the Property?

Not aware of such

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?

Not aware of such

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.

None

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.

None

- 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.

Buyer must rely on own survey

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.

Confirmed

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.

1) Water (2) electric – presently disconnected

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

Not Known but see title

- 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.

Attached

7. FIRE SAFETY AND MEANS OF ESCAPE

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

Front, side front and side rear

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?

N/A

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?

Berriew Street is in a Conservation Area

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

Not aware of any

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

The ground floor has been usee as a bookshop, later a gallery. First and second floors used for various sedentary occupations.

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

Please enquire of the local authority

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.

Not aware of any

- 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?

Not aware of such

- 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.

Already supplied

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.

N/A

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).

Not aware of any

- 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.

Confirmed

- 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.

There has been no complaint of such

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?

February 2023 or 24 when tenant left

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.

None

- 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.

Not aware of any

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?

Believed not

- 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?

Not aware of any

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

Attached

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

Not aware of such

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.

Not aware of any

16. DISPUTES

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

None

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?

- 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?

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.

19. VAT

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

N/A

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.

No

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?

Not aware of such

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.