



RICHARD GEORGE
& JENKINS

AUCTION PACK

AUCTION 16th August 2024

RE: SALE OF LAND AT THE CWM, KERRY, NEWTOWN, SY16 4PH

SCHEDULE OF CONTENTS

- 1. Contract**
- 2. Register Entries/Title Plan for Title CYM72407 and documents referred to in register entry A4**
- 3. Searches as follows:**
 - (a) Official Local Authority Search dated 25 July 2024**
 - (b) Severn Trent Water and Drainage Search dated 17 July 2024**
 - (c) Groundsure Avista (Environmental Search) dated 18 July 2024**
 - (d) Search of the Index Map dated 18 July 2024**
- 4. Short form pre-contract enquiries for bare land**

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SECTION 1
CONTRACT

CONTRACT

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

Date	:	
Seller	:	Michael Stanley George Morgan and Emily Jean Morgan
Buyer	:	
		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
Property (freehold/leasehold)	:	Land at The Cwm Kerry Powys SY16 4PH
Title Number/Root of title	:	CYM72407
Specified incumbrances	:	All matters contained or referred to in the Registers of the title of the Seller to the Property at the Land Registry (as at 16/07/2024 at 10:20:01), other than Cautions Financial Charges or Notices of Deposit
Buyer's Premium	:	Payable in addition to the Purchase Price to the Auctioneer (Harry Ray & Company) is a Buyer's Premium of 1.2% inclusive of VAT of the Purchase Price on the Date of this Contract
Completion date	:	
Contract rate	:	4% above the base rate for the time being of HSBC Bank Plc
Purchase price	:	exclusive of any VAT
Deposit	:	10% of the Purchase price
Balance	:	Click or tap here to enter text.

The seller will sell and the buyer will buy the property for the purchase price.

WARNING

This is a formal document, designed to create legal rights and legal obligations. Take advice before using it.

Signed

Authorised to sign on behalf of
Seller/Buyer

STANDARD COMMERCIAL PROPERTY CONDITIONS (THIRD EDITION - 2018 REVISION)

PART 1

1. GENERAL

1.1 Definitions

1.1.1 In these conditions:

- (a) "accrued interest" means:
 - (i) if money has been placed on deposit or in a building society share account, the interest actually earned
 - (ii) otherwise, the interest which might reasonably have been earned by depositing the money at interest on seven days' notice of withdrawal with a clearing bank
- less, 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 free 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

- The seller is to comply with condition 7.1.1
- The buyer may raise written requisitions
- The seller is to reply in writing to any requisitions raised
- The buyer may make written observations on the seller's replies

Time limit

Immediately after making the contract

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

Four working days after receiving the requisitions

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

- The buyer is to send the seller a draft transfer
- The seller is to approve or revise that draft and either return it or retain it for use as the actual transfer
- If the draft is returned the buyer is to send an engrossment to the seller

Time limit

At least twelve working days before completion date

Four working days after delivery of the draft transfer

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

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:

- 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
- 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:

- do everything required to continue to maintain the policy, including the prompt payment of any premium which falls due
- increase the amount or extent of the cover as requested by the buyer if the insurers agree and the buyer pays the additional premium
- permit the buyer to inspect the policy, or evidence of its terms, at any time
- 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
- pay to the buyer, immediately on receipt, any part of an additional premium which the buyer paid and which is returned by the insurers
- if before completion the property suffers loss or damage:
 - 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
 - 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
- on completion:
 - cancel the insurance policy
 - 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:

- the seller is under no obligation to the buyer to insure the property
- 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

- the seller is to use reasonable efforts to ensure that the insurance is maintained until completion
- 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:

- the sale is with vacant possession of the property or part of it, and
- the buyer is ready, able and willing to complete but does not pay the money due on completion until after 2.00 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:

- 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
- 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:

- 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
- accruing:
 - from day to day, and
 - 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:

- at completion, a provisional apportionment is to be made according to the best estimate available
- 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
- as soon as the amount is known, a final apportionment is to be made and notified to the other party
- 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:

- 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
- 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:

- Case 1 is that:
 - on completion any rent or other sum payable under the lease is due but not paid,
 - 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
 - the seller is not entitled to recover any arrears from the tenant
- Case 2 is that:
 - 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
 - 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:

- apportionments made under condition 9.3
- any compensation to be paid or allowed under condition 10.3
- 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:

- 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

1. (a) This contract incorporates the Standard Commercial Property Conditions (Third Edition - 2018 Revision).
(b) The terms used in this contract have the same meaning when used in the Standard Commercial Property Conditions.
2. Neither party can rely on any representation made by the other, unless made in writing by the other or its conveyancer, but this does not exclude liability for fraud or recklessness.

If the box next to any of Special Conditions 3 to 8 is checked, that Special Condition applies, provided that (in the case of Special Conditions 6 and 7 and the second alternative for 8) the gaps in the printed text have been filled in.

3. The property is sold with limited title guarantee, which replaces the reference to full title guarantee in condition 7.6.2.
4. The property is sold with vacant possession on completion.
- (or) 4. The property is sold subject to the leases or tenancies set out on the attached list but otherwise with vacant possession on completion.
5. (a) The sale includes those contents which are indicated on the attached list as included in the sale
 (b) The sale excludes those fixtures which are at the property and are indicated on the attached list as excluded from the sale.
6. In conditions 3.2.2 and 9.7, as an alternative to payment from a conveyancer's account, the payment may be made from an account held by [insert alternative account holder] at [text here]
7. Conditions 9.1.2 and 9.1.3 are to have effect as if the time specified in them were 1:30 pm rather than 2:00pm.
8. Where after the transfer the seller will be retaining land near the property, the transfer is to be in the form of the attached draft transfer.
- (or) 8. Where after the transfer the seller will be retaining land near the property, the transfer is to contain the following additional express terms:
 - (a) [insert terms]
 - (b) [insert terms]

Standard Commercial Property Conditions Part 2

9. The conditions in Part 2 shown against the boxes checked below are included in the contract:

Condition A1 (VAT: not a taxable supply)

[or] Condition A2 (VAT: transfer of a going concern)

Condition B (capital allowances). The amount of the purchase price apportioned to plant and machinery that are fixtures for the purposes of the Capital Allowances Act 2001 is £ [insert]

Condition C1 (flats: no tenants' rights of first refusal)

[or] Condition C2 (flats: with tenants' rights of first refusal in auction sales)

10. The Buyer shall in the Transfer covenant to observe and perform the covenants referred to in the registers of title and shall indemnify the Seller in respect of any future breach
11. The Buyer shall on completion reimburse the Seller the sum of £483.40 representing the cost of the search fees provided with the auction pack.

Notices may be sent to:

Seller's Conveyancer's name: Richard George & Jenkins of Old Bank Chambers, High Street, Newtown, SY16 2NT

Fax number:*01686 629968

E-mail address:*cal.breese@rgj-legal.co.uk

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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3rd Edition - 2018 Revision



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**Standard Commercial Property Conditions
SCPC**

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SECTION 2

**REGISTER ENTRIES, TITLE PLAN AND DOCUMENTS REFERRED TO FOR
TITLE NUMBER CYM72407**

These are the notes referred to on the following official copy

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

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

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

This official copy is issued on 16 July 2024 shows the state of this title plan on 16 July 2024 at 10:20:04. 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 .

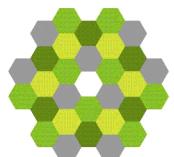
Dyma'r nodiadau y cyfeirir atynt ar y copi swyddogol canlynol.

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

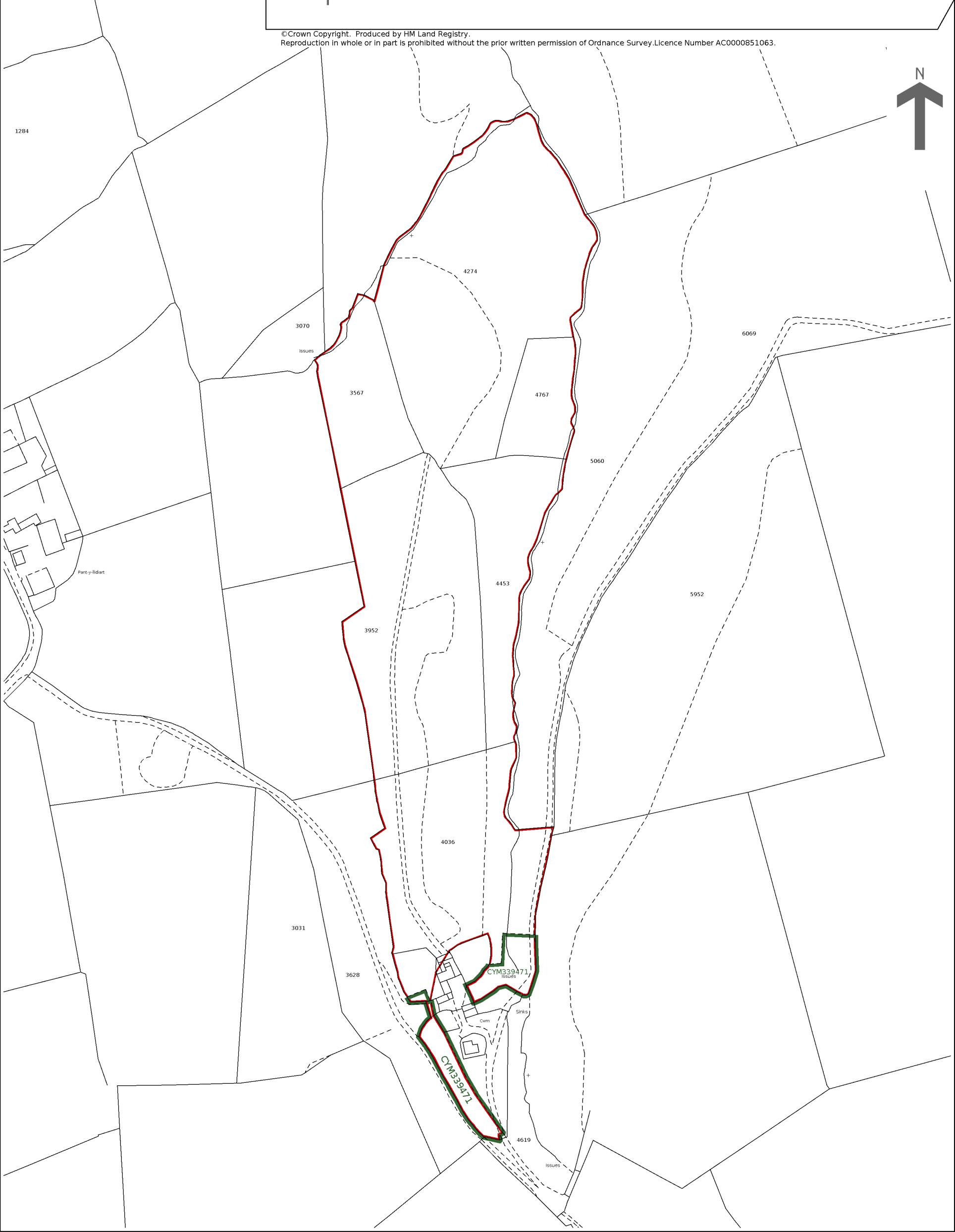
Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.

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

Mae'r copi swyddogol hwn a gyhoeddir ar 16 Gorffennaf 2024 yn dangos sefyllfa'r cynllun teitl hwn ar 16 Gorffennaf 2024 am 10:20:04. Mae'n dderbynio 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.



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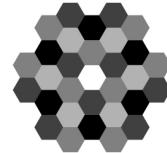


The electronic official copy of the register follows this message.

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
CYM72407

Edition date / Dyddiad yr
argraffiad 21.03.2007

- This official copy shows the entries on the register of title on 16 JUL 2024 at 10:20:01.
- 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 16 Jul 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Wales Office.
- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 16 GORFFENNAF 2024 am 10:20:01.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwir ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnod yw'r dyddiad y gwnaethwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 16 Gorffennaf 2024.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbynol fel tystiolaeth i'r un graddau â'r gwreiddiol.
- Gweinyddir y teitl hwn gan Gofrestrfa Tir EF Swyddfa Cymru.

A: Property Register / Cofrestr Eiddo

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

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

POWYS

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at The Cwm, Kerry, Newtown.
- 2 (25.09.2000) The land has the benefit of the following rights granted by a Conveyance of the land in this title and other land dated 1 March 1950 made between (1) Thomas Morris (Vendor) and (2) George Arthur Morris (Purchaser):-

"Together with full right and liberty for the Purchaser his heirs and assigns and all persons authorised by him or them (1) in common with the adjoining owners to pass and repass over and along the roadway over Nant-y-Llidiart Farm as at present enjoyed either with or without horses cattle and other animals carts carriages and other vehicles and for all purposes and (2) To get water from the brook on the adjoining Cwm Hill as at present enjoyed."
- 3 (21.03.2007) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 4 (21.03.2007) The land has the benefit of the following rights granted

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

by a Transfer of the land edged and numbered CYM339471 in green on the title plan dated 9 January 2007 made between (1) Michael Stanley George Morgan and Emily Jean Morgan (Transferors) and (2) Peter Arthur Hockly and Julie Pamela Hockly (Transferees):-

"EXCEPTIONS AND RESERVATIONS

Except and reserved to the Transferor and their successors in title for the benefit of the Retained Land:

1. a right of way at all times and for all purposes with or without vehicles over the track shown coloured green on the Plan between the points B and X
2. the right to enter upon the Property for the purposes of inspecting and maintaining the Spring and the Brook and to remove any obstruction of any sort to ensure the free flow of water onto the Retained Land.

GRANT BY MR HOCKLY

Mr Hockly in respect of title number CYM222281 hereby grants to the Transferor and their successors in title for the benefit of the Retained Land a right of way at all times and for all purposes with or without vehicles over the track shown coloured yellow on the Plan between points X and A.

DEFINITIONS

Brook: means the brook flowing through the Property

Mr Hockly: means Peter Arthur Hockly

Retained Land: means the land remaining in this title

Spring: means the spring rising on the Property.

NOTE: Copy Plan filed under CYM339471.

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 (17.05.2002) PROPRIETOR: MICHAEL STANLEY GEORGE MORGAN and EMILY JEAN MORGAN of Red House, Kerry, Newtown, Powys.
- 2 (17.05.2002) The price stated to have been paid on 17 April 2002 was £4,500.
- 3 (17.05.2002) A Transfer of the land in this title dated 17 April 2002 made between (1) Mervyn Arthur Morris and (2) Michael Stanley George Morgan and Emily Jean Morgan contains Purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

Schedule of personal covenants Atodlen cyfamodau personol

- 1 The following are details of the personal covenants contained in the Transfer dated 17 April 2002 referred to in the Proprietorship Register:-

The Transferees hereby jointly covenant with the Transferor to erect a

Title number / Rhif teitl CYM72407

Schedule of personal covenants continued
Parhad o'r Atodlen cyfamodau personol

stock proof fence between the points marked X and Y on plan 2 annexed
hereto.

End of register / Diwedd y gofrestr

These are the notes referred to on the following official copy

Title Number CYM72407

The electronic official copy of the document follows this message.

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

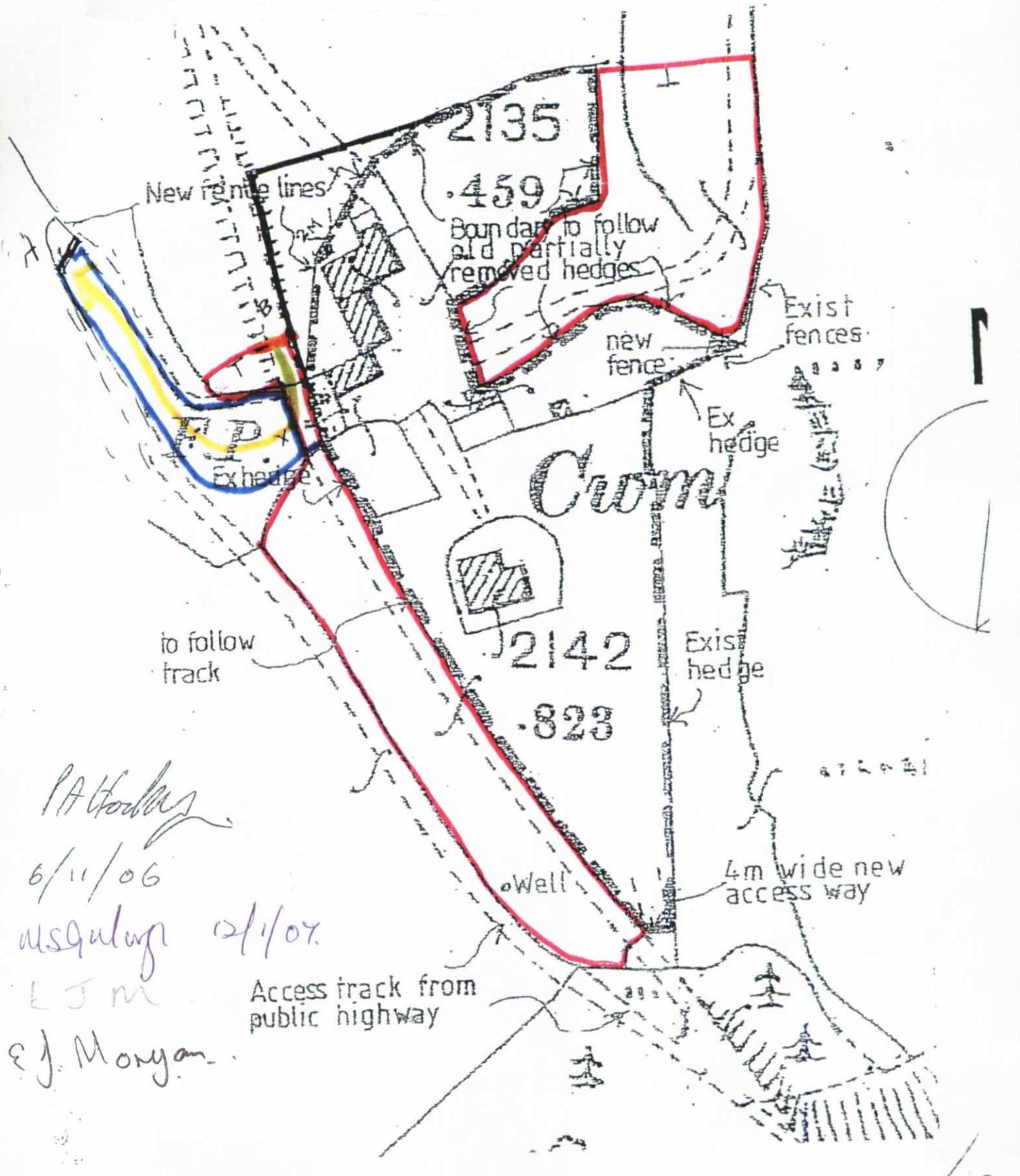
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

OFFICE COPY issued by
DISTRICT LAND REGISTRY
FOR WALES
Title No: 570389471
COPY (liable to distortion)
of plan to Transfer
dated 9 January 2007
(Revised 3/96)

H137
AE
(TCT)

P.A. Hally

J.P. Hally



SECTION 3

(A) OFFICIAL LOCAL AUTHORITY SEARCH

Official Local Authority Search (CON29R + LLC1)



Search Details

Prepared for: Richard George & Jenkins Limited

Matter: DCB5525

Client address: Old Bank Chambers, High Street, Newtown, Powys, SY16 2NT

Property:

The Cwm, Kerry, Kerry, Newtown, SY16 4PH

Local Authority:

Powys County Council

Neuadd Maldwyn, Severn Road, Welshpool, SY21 7AS

Date Returned:
25/07/2024

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.



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

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

Search Reference: 2024/01097

NLIS Reference:

Date: 25-Jul-2024

Applicant:

Info Track
60763261
Level 11
91, Waterloo Road
London
SE1 8RT

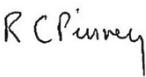
Official Search required in all parts of the Register of Local Land Charges for subsisting registrations against the land described and the plan submitted.

Land:

Cwm
C2060 From Junction By Kerry Pole Cottage To Junction With B4368 By
Block Cottag
Kerry
Newtown
Powys
SY16 4PH

It is hereby certified that the search requested above reveals no subsisting registrations up to and including the date of this certificate.

Signed:



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

Dated: 25 July 2024

Powys County Council

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

No items have been found.

REPLIES TO STANDARD ENQUIRIES OF LOCAL AUTHORITY (2016 Edition)

Applicant:

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

Search Reference: 2024/01097**NLIS Reference:****Date:** 25-Jul-2024**Property:**

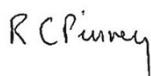
Cwm
C2060 From Junction By Kerry Pole Cottage To Junction With B4368 By
Block Cottag
Kerry
Newtown
Powys
SY16 4PH

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: 25 July 2024

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

None

(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 Council's 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: FP/2007/0474/
Two storey extension.

Cwm, Kerry, Newtown, Powys, SY16 4PH
Decision: Section 32 notice
Decision Date: 05/08/2010

Reference: FP/2021/0802
Erection of single storey side extension
Cwm, Kerry, Newtown, Powys, SY16 4PH
Decision: Plans Approved Conditionally
Decision Date: 11/11/2021

Informative

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

(k) building regulation completion certificate and

None

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

None

Informative

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

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

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

1.2 Planning designations and proposals

What designations of land use for the property, or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?

General Designation : Outside Development Boundary - Powys Local Development Plan

Specific Proposal : None

Informative

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

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

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

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

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

ROADS AND PUBLIC RIGHTS OF WAY

Roadways, footways and footpaths

2.1 Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are:

(a) highways maintainable at public expense

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

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

No

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

N/A

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

N/A

Informative

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

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

Yes, Public footpath 217/116/3 crosses the site as shown on the plan. 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.

See Rights of Way plan

OTHER MATTERS

Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property? If so, how can copies of the relevant documents be obtained?

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

3.1 Land required for public purposes

Is the property included in land required for public purposes?

No

3.2 Land to be acquired for road works

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

No

3.3 Drainage matters

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

Not known - see informative

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

Not known

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

Not known

Informative

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

3.4 Nearby road schemes

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

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

No

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

None

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

(i) No
(ii) No

(d) the outer limits of:

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

(e) the centre line of the proposed route of a new road under proposals published for public consultation

No

(f) the outer limits of:-

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

Informative

A mini roundabout is a roundabout having a one-way circulatory carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches.

3.5 Nearby railway schemes

(a) Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?

No
No

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

No
No

Informative

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

3.6 Traffic schemes

Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in Boxes B and C and are within 200 metres of the boundaries of the property?

(a) permanent stopping up or diversion

No

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

(b) waiting or loading restrictions

No

(c) one way driving

No

(d) prohibition of driving

No

(e) pedestrianisation

No

(f) vehicle width or weight restriction

No

(g) traffic calming works including road humps

No

(h) residents parking controls

No

(i) minor road widening or improvement

No

(j) pedestrian crossings

No

(k) cycle tracks

No

(l) bridge building

No

Informative

In some circumstances, road closures can be obtained by third parties from magistrates courts, or can be

made by the Secretary of State for Transport without involving the local authority.

This enquiry is designed to reveal matters that are yet to be implemented and/or could not be ascertained by a visual inspection. Schemes that have, or are currently being implemented will not be referred to in answer to this enquiry.

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

3.7 Outstanding notices

Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this form?

(a) building works

No
No
No
No

(b) environment

No
No

(c) health and safety

No

(d) housing

No
No

(e) highways

No

(f) public health

No

(g) flood and coastal erosion risk management

No

Informative

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

3.8 Contravention of building regulations

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

No

3.9 Notices, orders, directions and proceedings under Planning Acts

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

(a) an enforcement notice

No

(b) a stop notice

No

(c) a listed building enforcement notice

No

(d) a breach of condition notice

No

(e) a planning contravention notice

No

(f) another notice relating to breach of planning control

No

(g) a listed building repairs notice

No

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

No

(i) a building preservation notice

No

(j) a direction restricting permitted development

No

(k) an order revoking or modifying planning permission

No

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

No

(m) a tree preservation order

No

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

No

Informative

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

3.10 Community infrastructure levy (CIL)

(a) Is there a CIL charging schedule?

No

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

No

(c) Has any demand notice been suspended?

N/A

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

N/A

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

N/A

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

N/A

(g) Has a liability order been granted?

N/A

(h) Have any other enforcement measures been taken?

N/A

3.11 Conservation area

Do the following apply in relation to the property?

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

No

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

No

3.12 Compulsory purchase

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

No

3.13 Contaminated Land

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

(a) a contaminated land notice

No

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

- (i) No
- (ii) No

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

No

Informative

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

3.14 Radon Gas

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

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

Informative

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

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

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

name, address and postcode on the HPA free radon answerphone (0800 614529).

3.15 Assets of Community Value

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

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

(b) If the property is listed:

N/A

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

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

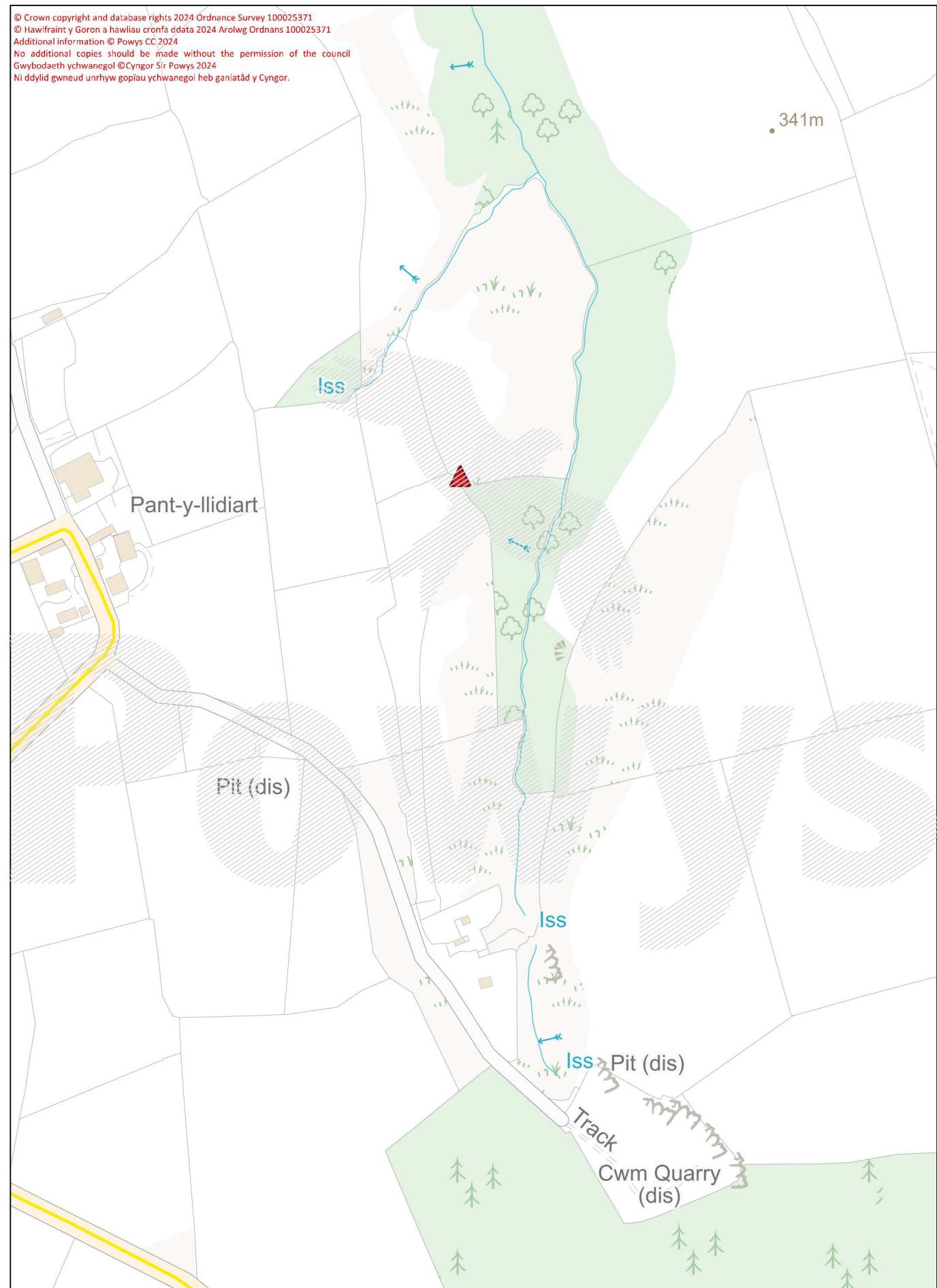
The replies will be given in the belief that they are in accordance with information presently available to the officers of the replying local authority, but none of the local authorities or their officers accepts legal responsibility for an incorrect reply, except for negligence. Any legal responsibility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

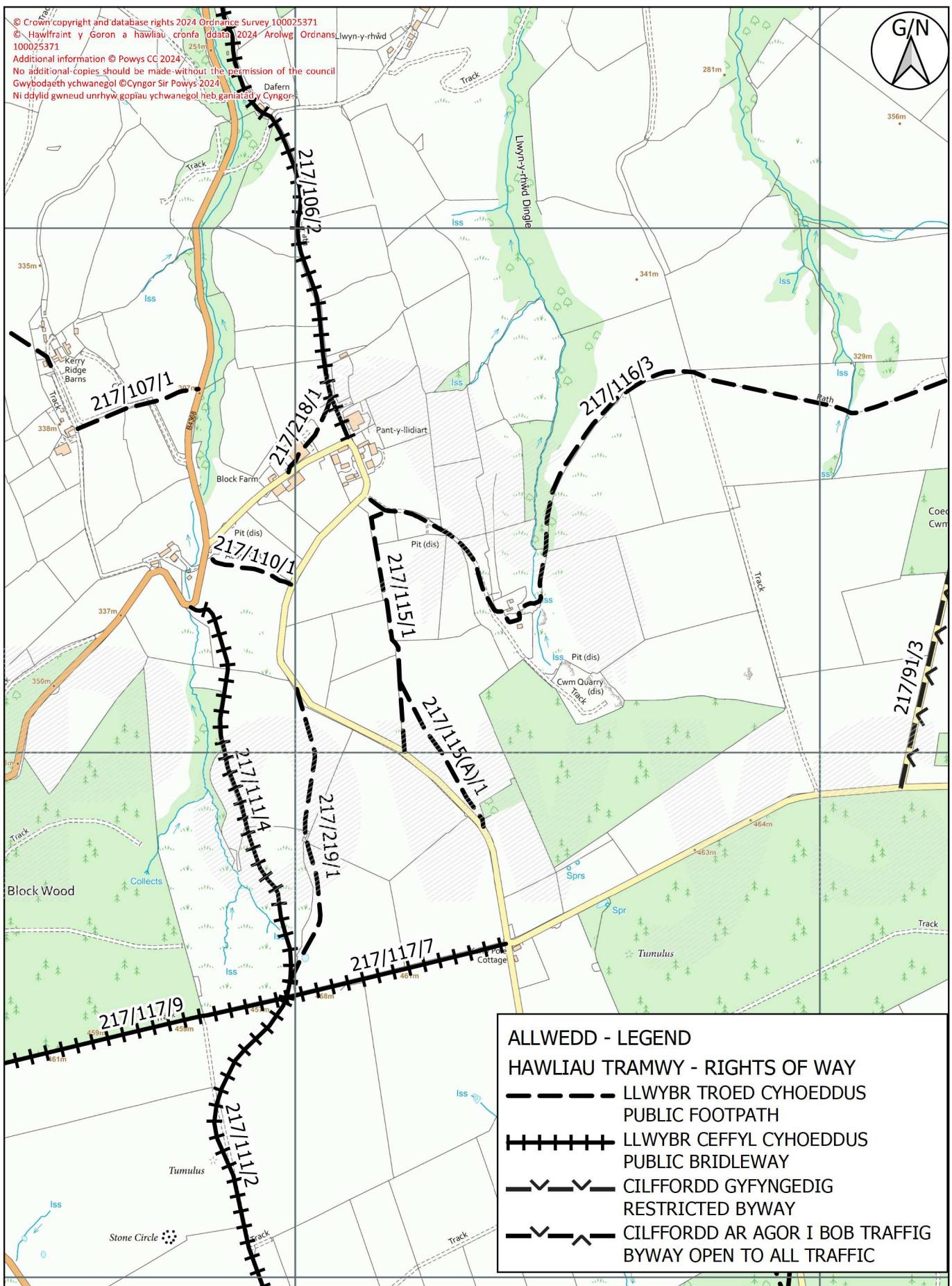
This Form should be read in conjunction with the guidance notes available separately.

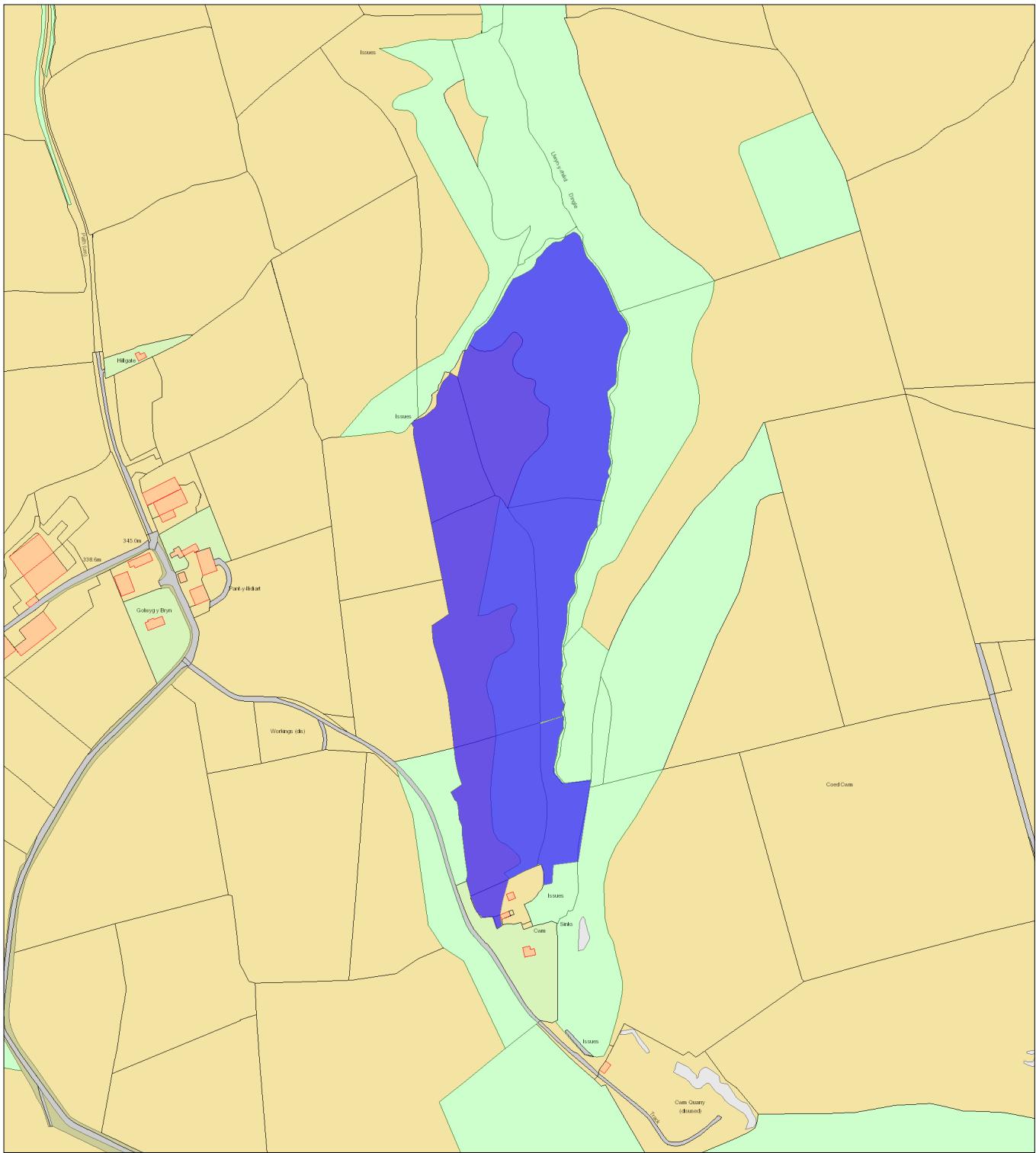
Area means any area in which the property is located.

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

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







Search Reference:	2024/01097	
Property Address:	Cwm C2060 From Junction By Kerry Pole Cottage To Junction With B4368 By Block Cottag Kerry Newtown	
Date:	25-Jul-2024	Scale: 1: 5000

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SECTION 3

(B) SEVERN TRENT WATER AND DRAINAGE SEARCH

Drainage & Water Search (CON29DW)



Search Details

Prepared for: Richard George & Jenkins Limited

Matter: DCB5525

Client address: Old Bank Chambers, High Street, Newtown, Powys, SY16 2NT

Property:

The Cwm, Kerry, Kerry, Newtown, SY16 4PH

Water Company:

Severn Trent Water Ltd

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

Date Returned:
17/07/2024

Property type:
Residential

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



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

InfoTrack Limited

Infotrack
91 Waterloo Road
London
SE1 8RT

Order Date: **Tuesday, 16 July 2024**
Order No: **60313110**
Customer Ref: **60763259_88299816-72b8-49a7-a370-987af7**

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

The Cwm

Kerry
Kerry
Newtown
SY16 4PH

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

We are a member of the Drainage and Water Searches Network (DWSN), a membership organisation for companies who are responsible for compiling full and complete responses to the Law Society's CON 29DW Residential and CON29DW Commercial products. For more information please visit www.con29dw.co.uk. The DWSN Standards are:

- Promotion of best practice and quality.
- Maintain adequate insurance.
- Display the appropriate logos to signify high standards.
- Respond to complaints in a timely fashion and provide an appropriate escalation procedure.
- Comply with all applicable UK legislation, regulations and industry standards.
- Act in a professional and honest manner and provide a service with due care and skill.

**DRAINAGE + WATER
SEARCHES NETWORK**
DWSN



Interpretation of Drainage and Water Enquiry.

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

Enquiries and Responses.

The Search Report on the above property was completed on 17 Jul, 2024 by Corinne Radford, a technician employed by Severn Trent Searches. In the event of any queries about the preparation of this search report, enquiries should be directed to: enquiries@severntrentsearches.com

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

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

ORDER SUMMARY

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

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

- ✓ This response represents the typical situation for a residential property.
- ⚠ The attention of the purchaser is drawn to this response. Further information can be found in the Guidance Notes accompanying the relevant question, the purchaser may wish to make further investigations into this situation.
- ✖ This response represents an uncommon situation for a residential property and the purchaser should carefully consider its implications.

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

This map is intentionally blank.

The sewerage undertaker's asset register
shows no assets within 200 metres of the
property.

This map is intentionally blank.

The water undertaker's asset register shows no assets within 200 metres of the property.

MAP KEYS

Sewer Record

	Public Combined Gravity sewer		Combined Use Manhole
	Public Foul Gravity Sewer		Foul Use Manhole
	Public Surface Water Sewer		Surface Water Use Manhole
	Combined Use Pressurised Sewer		Chamber
	Foul Use Pressurised Sewer		Fitting
	Surface Water Use Pressurised Sewer		
	Highway Drain (Not STW)		
	Private Gravity Sewer		
	Section 104 Gravity Sewer		
	Abandoned Pipe		
	Culverted Watercourse (Not STW)		
	Pumping Station		

Notes

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

Water Record

	Water Main		Valve
	Service pipe/ Private Pipe		Hydrant
	Abandoned Pipe		Washout
	Aqueduct		Meter
	Duct		

For a detailed glossary of the above terminology please visit:

www.severntrentsearches.com/glossary

Question 1.1

Q1.1

Where relevant, please include a copy of an extract from the public sewer map.

No map is included, as we have no record of any public sewers in the vicinity of the property.

Map Not Provided

Guidance Notes

Pipes that are shown on the public sewer map as sewers, disposal mains or lateral drains are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991. The Sewerage Undertaker is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. Please note that following the private sewer transfer on October 1st 2011, the majority of private sewers and lateral drains connected to the public network as of 1st July 2011 transferred into public ownership. There may therefore be assets in the vicinity of the property which are not currently shown on our maps.

Question 1.2

Q1.2

Where relevant, please include a copy of an extract from the map of waterworks.

No map is included, as there are no water mains, resource mains or discharge pipes in the vicinity of the property.

Map Not Provided

Guidance Notes

Pipes that are shown on the map of waterworks as water mains, resource mains or discharge pipes are defined as those for which a Water Undertaker holds statutory responsibility under the Water Industry Act 1991. Water undertakers are not responsible for private water mains or private service pipes that serve the property.

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

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

No**Guidance Notes**

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

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

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

No**Guidance Notes**

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

Question 2.3

Q2.3

Is a surface water drainage charge payable?

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

No

Guidance Notes

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

Question 2.4

Q2.4

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

No

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

Guidance Notes

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

Question 2.4.1

Q2.4.1

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

No

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

Guidance Notes

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

Question 2.5**Q2.5**

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

**No, See Details**

The public sewer map indicates that there are no public foul sewers within 30.48 metres (100 feet) of a building within the property. However, following the private sewer transfer on October 1st 2011 private sewers were transferred into public ownership, and may not be recorded on the public sewer map. We believe that there are unlikely to be any uncharted public sewers within 30.48 metres (100 feet) of any buildings within the property.

Guidance Notes

The apparent absence of a public sewer within 100 feet of a building within the property is untypical. It may indicate that the property is connected to a substantial length of private drain, or has no connection to the public sewer. The owner of the property covered by this Report may have sole or shared liability for the drainage arrangements. We recommend that further investigation is made into the drainage arrangements for the property. However, the sewerage undertaker does not hold records of the location of these arrangements.

Question 2.5.1**Q2.5.1**

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

**No**

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

Guidance Notes

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

Question 2.6**Q2.6**

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



No

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

Guidance Notes

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

Question 2.7**Q2.7**

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



No

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

Guidance Notes

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

Question 2.8**Q2.8**

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



No

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

Guidance Notes

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

Question 2.9**Q2.9**

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



See Details

The nearest sewage treatment works is 3.458 KM to the North West of the property. The name of the nearest sewage treatment works is Kerry.

Guidance Notes

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

Question 3.1**Q3.1****Is the property connected to mains water supply?****✗**

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

No**Guidance Notes**

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

Question 3.2**Q3.2****Are there any water mains, resource mains or discharge pipes within the boundaries of the property?****✓****No, See Details**

The map of waterworks provided by: Hafren Dyfrdwy.

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

Guidance Notes

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

Question 3.3**Q3.3**

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

No

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

Guidance Notes

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

Question 3.4**Q3.4**

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

No

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

Guidance Notes

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

Question 3.5

Q3.5

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

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

See Details

Guidance Notes

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

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

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

Question 3.6

Q3.6

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

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

Hafren Dyfrdwy
Wrexham Road
Wrexham
LL14 4EH

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

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



N/A

Question 4.1.1

Q4.1.1

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



The Sewerage Undertakers for the area are:

See Answer

Hafren Dyfrdwy
Wrexham Road
Wrexham
LL14 4EH

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

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

Question 4.1.2

Q4.1.2

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



The Water Undertakers for the area are:

See Answer

Hafren Dyfrdwy
Wrexham Road
Wrexham
LL14 4EH

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

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

Question 4.2

Q4.2

Who bills the property for sewerage services?



The property is not billed for sewerage services.

N/A

Question 4.3

Q4.3

Who bills the property for water services?

The property is not billed for water services.

N/A

Question 4.4

Q4.4

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

Not Charged

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

Guidance Notes

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

Question 4.5

Q4.5

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

See Details

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

Guidance Notes

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

Appendix 1

Terms and Expressions in this Report

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Residential Drainage and Water Search Complaint Procedure

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

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

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

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

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

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

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

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

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

The Ombudsman can award compensation of up to £25,000 to you if the Ombudsman finds that you or your client has suffered actual financial loss, distress or inconvenience. In addition to the TPO redress scheme covering consumers, TPO will also provide redress for small businesses (including Charities and Trusts) that meet the following criteria:

- A small business (or group of companies) with an annual turnover of less than £3million.
- A charity with an annual income of less than £3million.
- A Trust with a net asset value of less than £3million.

*40 working days

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

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



Appendix 3

Private sewer transfer - notes for property owners and conveyancers

The Transfer

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

Drains, lateral drains and sewers - definitions

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

Assets transferred into public ownership

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

Assets not transferred into public ownership

Some assets were excluded from the transfer, including:

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

Drains within the boundary of the property they serve.

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

Sewers owned by Railway Authorities.

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

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

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

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

Private treatment works, septic tanks and cesspits.

Appeals

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

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

Procedures for new sewers

The Flood and Water Management Act 2010

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

Issues for property owners

Liability

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

Sewers within property boundaries

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

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

Developing Properties

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

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

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

Section 104 sites

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

Sewers and lateral drains within property boundaries

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

Proximity of sewers to the property

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

Building over public sewers

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

Sewer flooding

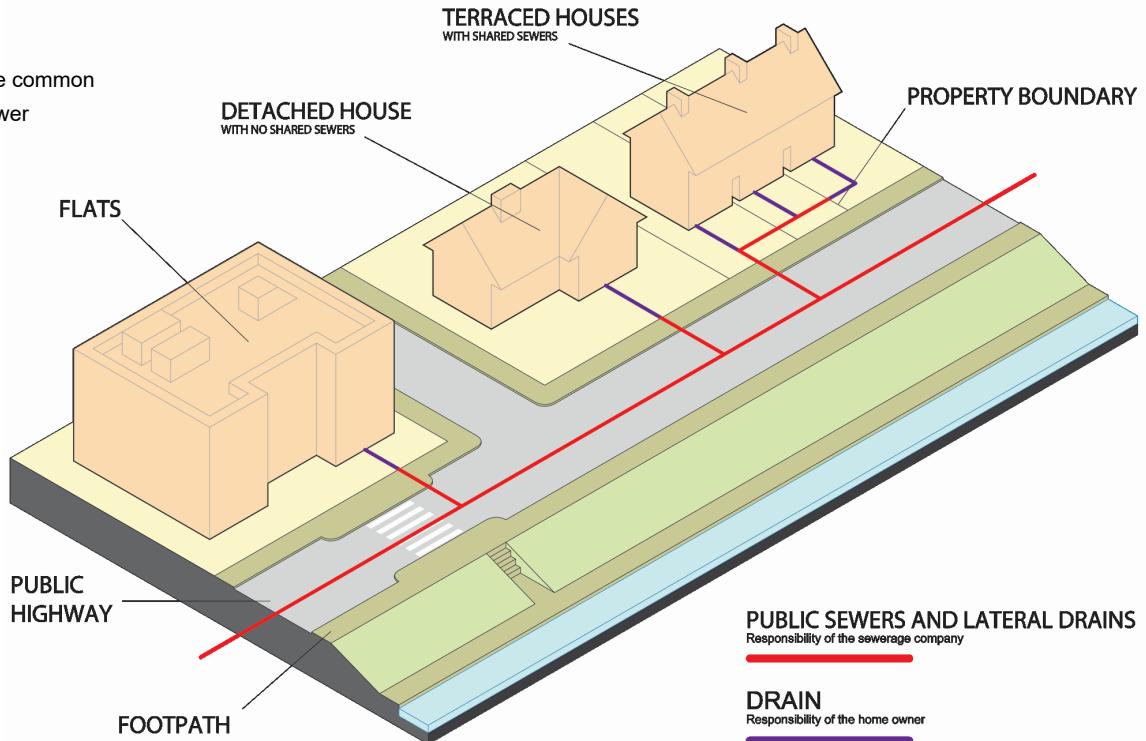
Whilst the search will still report the risk of sewer flooding to a property, following the transfer there is the possibility of sewer flooding from transferred sewers which will not have been previously recorded. The register will be updated as and when there is an occurrence.

Pumping Stations

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

Typical Examples

This diagram reflects some common scenarios following the sewer transfer.



Terraced Properties

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

Semi-detached

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

Detached Properties

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

Flats/Apartments

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

Appendix 4

DRAINAGE & WATER ENQUIRY (DOMESTIC) TERMS AND CONDITIONS

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

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Agreement

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

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

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

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

2. The Report

2.1 This Report should only be used where the Property, which is the subject of the Report, is:

2.1.1 a single, residential, domestic property

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Cancellation rights

As a consumer

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

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

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

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

As a business

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

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

4. Limitation of Liability

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

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

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

4.1.3 for fraud or fraudulent misrepresentation;

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

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

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

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

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

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

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

5 Intellectual Property Rights

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

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

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

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

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

i the Client; and or

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

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

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

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

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

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

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

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

6. Payment

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

7. General

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

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

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

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

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

Customer Complaints procedure:

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

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

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

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SECTION 3

(C) GROUNDSURE AVISTA ENVIROSEARCH

Search Details

Prepared for: Richard George & Jenkins Limited

Matter: DCB5525

Client address: Old Bank Chambers, High Street, Newtown, Powys, SY16 2NT

Property:

The Cwm, Kerry, Kerry, Newtown, SY16 4PH

Local Authority:

Groundsure

Nile House, Nile Street, Brighton, BN1 1HW

Date Returned:
18/07/2024

Property type:
Residential

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

The Cwm, Kerry, Kerry, Newtown, SY16 4PH

Key results



Flooding
High

[page 11 >](#)



ClimateIndex™

Physical risks

ClimateIndex™ projects changes in physical risks from **flooding, ground stability and coastal erosion**. Please see [page 6 >](#) for details and guidance.

5 years

F

High risk

30 years

F

High risk

A

B

C

D

E

F

Negligible risk ————— High risk

Transition risks

ClimateIndex™ covers transition risks including **energy efficiency**. Please see [page 8 >](#) for details.

Site Plan



Also searched



Contaminated land liability



Coal mining (CON29M)



Other mining (non-coal)

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

You can view a full list of the information we have searched on [page 33 >](#).

Useful contacts

Powys County Council:

<http://www.powys.gov.uk> ↗

customer@powys.gov.uk ↗

01597 827460

Natural Resources Wales

Customer Care Centre

enquiries@naturalresourceswales.gov.uk ↗

0300 065 3000

Key results

These are findings that should be acknowledged and potentially addressed before completion of the transaction, and relate to identified risks that may have liability implications, affect insurance premiums, property values and/or a lender's willingness to lend.



Flooding

Flooding

An elevated level of flood risk has been identified at the property.

Next steps for consideration:

- check to see if the property is eligible for the Flood Re scheme, which enables many properties at risk of flooding to be insured at reasonable rates: <http://www.floodre.co.uk/homeowner/about-us/> ↗
- investigate the insurance on offer for the property to ensure any implications on premiums are fully understood before completion
- the assessment in this report is based on the highest flood risk found within the site boundary. The maps within the flood risk section clearly highlight which parts have a higher probability of flood risk, allowing you to visualise whether flood risk affects the buildings or the associated land. If required, we can provide an assessment that provides separate flood risk ratings for the main building and for the land/gardens around it. This assessment is carried out manually by one of our in house experts and can only be ordered by contacting our customer support team at info@groundsure.com ↗
- if the property has recently been constructed, the flood risk assessment contained within this report will not take into account any measures put in place by the developer to deal with flooding. You should seek further information from the developer on flood risk mitigation for the site
- investigate the various forms of flood resistance and resilience measures that will help protect your property in the event of a flood



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For information

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



Non-coal mining

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

Mining types: Stone, Unspecified

Past mining activity

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

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

Current and future mining

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

Next steps for consideration:

- No further action is recommended.



Radon

The property is in an area where elevated radon levels are expected to be found in 10-30% of properties.



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Next steps for consideration:

- if the property is a new build, you can check compliance on radon protection with the developer
- if you are buying a currently occupied property, ask the present owner whether radon levels have been measured and, if so, whether the results were above the radon Action Level. If they were, ask what remedial measures were installed, were radon levels re-tested and did the re-testing confirm the measures have been effective
- if testing has not been carried out, it would be a sensible precaution to arrange for the property to be tested with radon detectors. If initial short-term radon screening tests are inconclusive, or the purchaser would prefer to carry out a full three-month test, it may be possible to arrange a 'radon bond'
- high levels of radon can be reduced through carrying out remedial works to the property
- full radon protection measures will be required to be installed in the event that any new buildings or extensions are added to the property
- all basement and cellar areas are considered at additional risk from high radon levels. If an underground room such as a cellar or basement makes up part of the living or working accommodation, the property should be tested regardless of radon Affected Area status
- see <http://www.radonassociation.co.uk/guide-to-radon/information-for-house-buyers-and-sellers/> ↗ for further information

**Ground stability**

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

Next steps for consideration:

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

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Energy

Wind

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

Next steps for consideration:

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

Solar

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

Next steps for consideration:

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



Planning constraints

Environmental designations

The property lies within 50m of an environmentally protected site or area.

Next steps for consideration:

- seek further guidance from the local planning department on any likely restrictions if considering any property development

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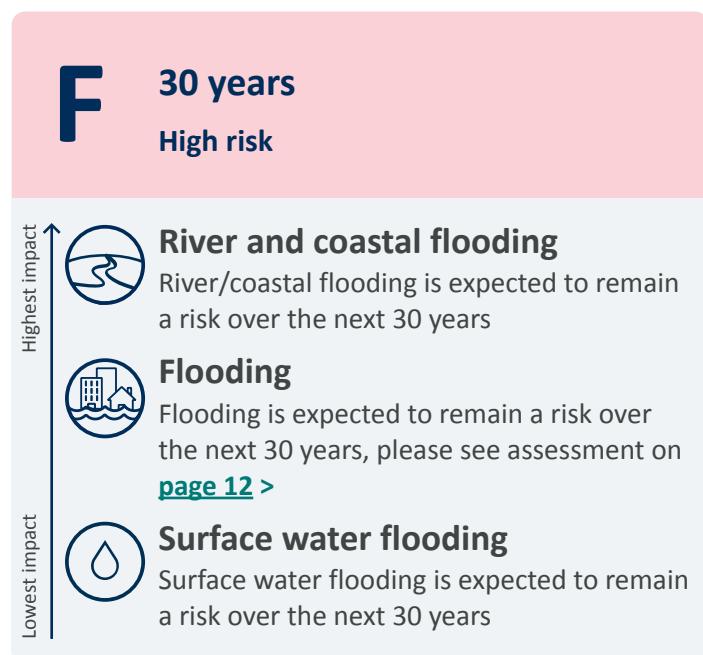
ClimateIndex™ physical risks



Our ClimateIndex™ provides a climate score for your property, and projects changes in physical risks from **flooding, natural ground stability and coastal erosion**. Climate change could have a significant medium to longer term impact on your property, which may be increasingly considered by your lender if you are arranging a mortgage. Physical risks are those that can cause direct damage or loss to your property but they can also give rise to transition risks such as impacting on the ability to insure or mortgage the property.

ClimateIndex™

The **risks with the greatest impact on the overall ClimateIndex™ are positioned first** in the list(s) below. Any risks that have not been identified at the site have been omitted.



Rating key



The ClimateIndex™ (A-F) is an overall illustration of the potential impact from the physical risks covered in this assessment - flooding from numerous sources, ground stability and coastal erosion.



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ClimateIndex™ guidance and next steps



Flooding

Climate change could increase the risk of flooding on this property in 5 years and/or 30 years, which may impact your ability to obtain insurance or even have an effect on the value of the property. To best protect the property, and your investment, against this risk we recommend the following:

- Ensure buildings and contents insurance covering flood risk is available and affordable. Take into consideration that premiums could be impacted in the future if the risk increases due to climate change. The property may be eligible for the [Flood Re ↗](#) scheme. Your insurer will be able to advise. Please note that this scheme is due to end in 2039, and owners may be required to invest in improving the flood resiliency of the property
- Sign up for [flood warnings ↗](#) provided by the government
- Look into the various forms of flood [resistance ↗](#) and [resilience ↗](#) measures that will help protect your property in the event of a flood. The local authority may be able to let you know if there are any future flood protection schemes that could benefit your area
- Check with your Local Authority or the Natural Resources Wales to find out if there are any planned flood defences that could protect your property against river or coastal flooding in the future

See [page 31 >](#) for further details.

Let's talk about climate



For more information on ClimateIndex™ or our climate related recommendations call us on:
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See our [ClimateIndex™ clauses ↗](#) here for actionable guidance on risks associated with climate change



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Grid ref: 316418 287589

ClimateIndex™ transition risks

Energy Performance

An Energy Performance Certificate (EPC) contains information about a property's energy use and typical energy costs, alongside recommendations about how to reduce energy use and potentially save money. An EPC also contains an energy efficiency rating: from A (most efficient) to G (least efficient). EPC certificates are valid for 10 years or until a newer EPC is produced. If your certificate is out of date it will need to be renewed when you wish to sell a property or let to a new tenant.

We have not been able to find an EPC relating to the property.

There are a number of potential reasons why a valid EPC has not been found for the property:

- The property is an undeveloped plot and no buildings exist;
- An EPC is not required at the property. Examples may include listed buildings but full details can be found [here ↗](#);
- The EPC for the property is not yet recorded in the published database. There can be a delay of up to 2 months of a new EPC being lodged and appearing within our report. In the meantime, you can visit gov.uk's [Find an energy certificate ↗](#) service to search for the EPC for more detail;
- We have been unable to match the address provided when ordering this report to the address on the EPC.

Letting and energy efficiency regulations

Minimum Energy Efficiency Standards (MEES) require all rented properties let in England and Wales to have a minimum EPC rating of 'E'.

If the property has an EPC rating of D or E it is important that you consider required or planned retrofit costs against any anticipated equity gain.

Conversely, if energy efficiency is improved at the property through investment in recommended measures, you may be able to unlock improved rates through the increasing number of green mortgages on the market from lenders. A number are now looking at incentivising landlords to invest in energy improvement measures, including reduced or tapered rates once works have been completed. This may have a beneficial effect on the annual profitability of the rental.

Given the general aspiration to move towards a net zero economy, tightening of the requirements imposed around energy efficiency should be anticipated and considered.

Government guidelines and proposals are summarised below. However, it should be noted that recent announcements from the government indicate that these standards could be subject to change or be scrapped entirely. While this reflected genuine concerns about retrofitting costs at a time of living cost rises, there is a clear financial benefit in also ensuring that the property could have a range of energy improvement measures fitted to it to save on energy bills.

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1st April 2020**1st April 2025****1st April 2028****All rented properties to be E or above**Cost cap for landlords:
£3,500**Proposed that new tenancies have a rating of at least C**Cost cap for landlords:
£10,000**Proposed that all rented properties are rated at least C**Cost cap for landlords:
£10,000

Properties can be exempt from these requirements though this may not pass to the new owner or landlord upon sale. Any exemptions will need to be registered on the PRS Exemptions Register. [Click here](#) for more information on exemptions and how to register them.

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ClimateIndex™ transition risks

Flood protection

Flood Re is a government-backed insurance scheme in the United Kingdom that aims to make flood insurance more affordable and available for properties at high risk of flooding. It allows insurers to pass on the flood risk element of home insurance policies to Flood Re. This enables insurers to offer more affordable premiums to homeowners in high-risk flood areas.

This only impacts properties built before January 1st 2009, as properties built after should have been built to stricter flood resistant standards.

If your property is not covered by Flood Re or if you're facing challenges in obtaining affordable insurance, demonstrating investment in flood resilience measures may improve your prospects with insurers.

The Flood Re scheme **concludes in 2039**, meaning affordable flood insurance may be harder to secure.

By installing flood resilience measures in your property, you can increase the likelihood of securing affordable insurance even after the Flood Re scheme ends. This, in turn, can positively impact the availability of mortgages for your property.

Reducing flood risk

Flood resistance measures aim to prevent or reduce flood damage, while **flood resilience** measures focus on adapting and recovering from flood impacts. Other measures are available and we recommend seeking advice from a flood protection specialist.

Resistance Flood doors & windows from £500	Resistance Flood barriers (garage/ driveway) from £2,000	Resistance Non return valves on drains and pipes £70 to £700	Resistance Air brick covers £50 to £150
Resistance Vent covers from £60	Resilience Water resistant mortar in external walls from £150	Resilience Waterproof external walls from £500	Resilience Relocating electric/ service meters £760 to £2,500

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Environmental summary



Environmental searches are designed to ensure that significant hazards and risks associated with this property are identified and considered alongside the investment in or purchase of a property. Please see the guidance and next steps on [page 2 >](#) for further advice.



Contaminated Land

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

Contaminated Land Liability	Passed
Past Land Use	Passed
Waste and Landfill	Passed
Current and Recent Industrial	Passed



Flooding

The property and area within the site outline is at risk from one or more kinds of flooding. Property's overall risk assessment for past flooding and river, coastal, surface water and groundwater flooding is high.

Please see [page 12 >](#) for details of the identified issues.

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

FloodScore™ insurance rating

Very High

The rating is compiled by Ambiental, a leading flood risk analysis company. Please see [page 37 >](#)



Radon

The property is in a radon affected area. This could mean that inhabitants are at risk from the harmful effects of radon. The percentage of homes estimated to be affected by radon in your local area is between 10% and 30%.

Please see [page 13 >](#) for details of the identified issues.

In a radon affected area

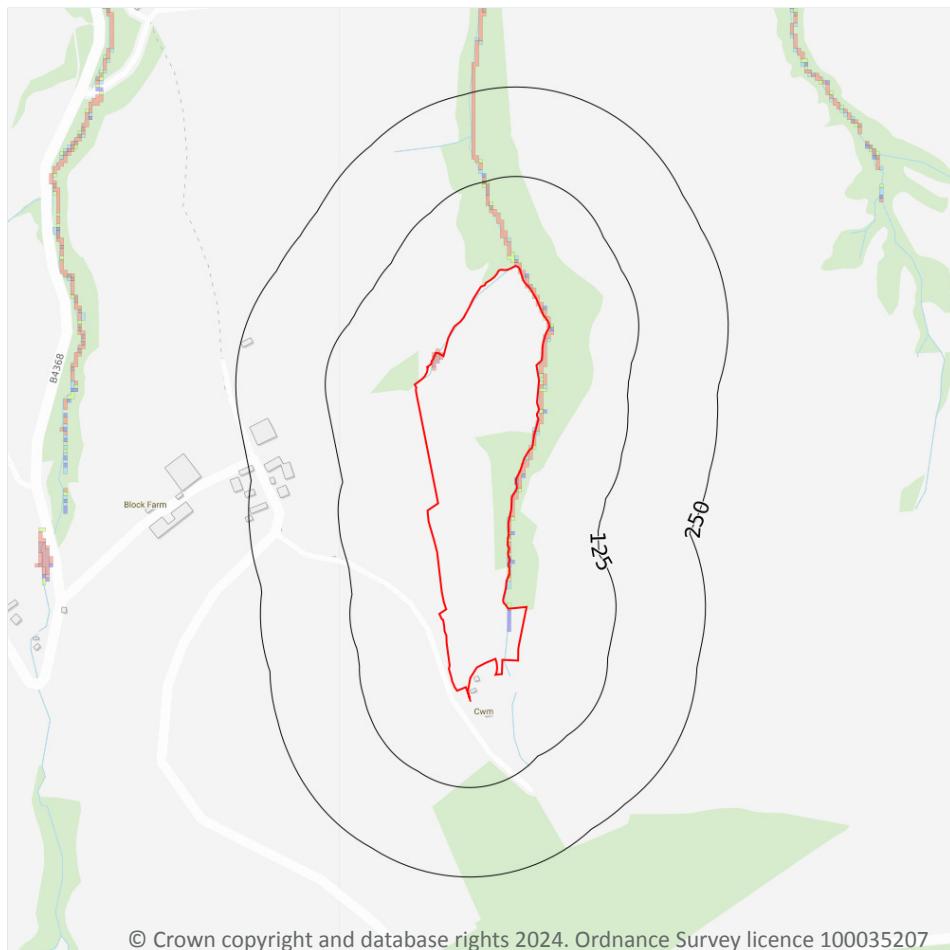


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Flooding / Surface water flood risk



— Site Outline
 Search buffers in metres (m)

Surface water flood risk

- Highly significant
- Significant
- High
- Moderate to high
- Moderate
- Low to moderate
- Low

Surface water flood risk

The property is likely to be prone to flooding following extreme rainfall, which may have an impact on insuring the property against flood risk. However, if built before 2009, it may be eligible for insurance assistance from the Flood Re scheme: www.floodre.co.uk/

The area in which the property is located has been assessed to be at a Highly Significant risk of surface water flooding. This area is considered to have a 1 in 30 probability of surface water flooding due to rainfall in a given year to a depth of greater than 1m. However, as is the case with probability statistics and predictions, this information should be used as a guideline only. The area may flood several years in a row, or not at all for many years. Modern urban drainage systems are typically built to cope with rainfall events between 1 in 20 and 1 in 30 years, though some older ones may flood in a 1 in 5 year rainfall event.

These risk calculations are based on Ambiental Risk Analytics maps.

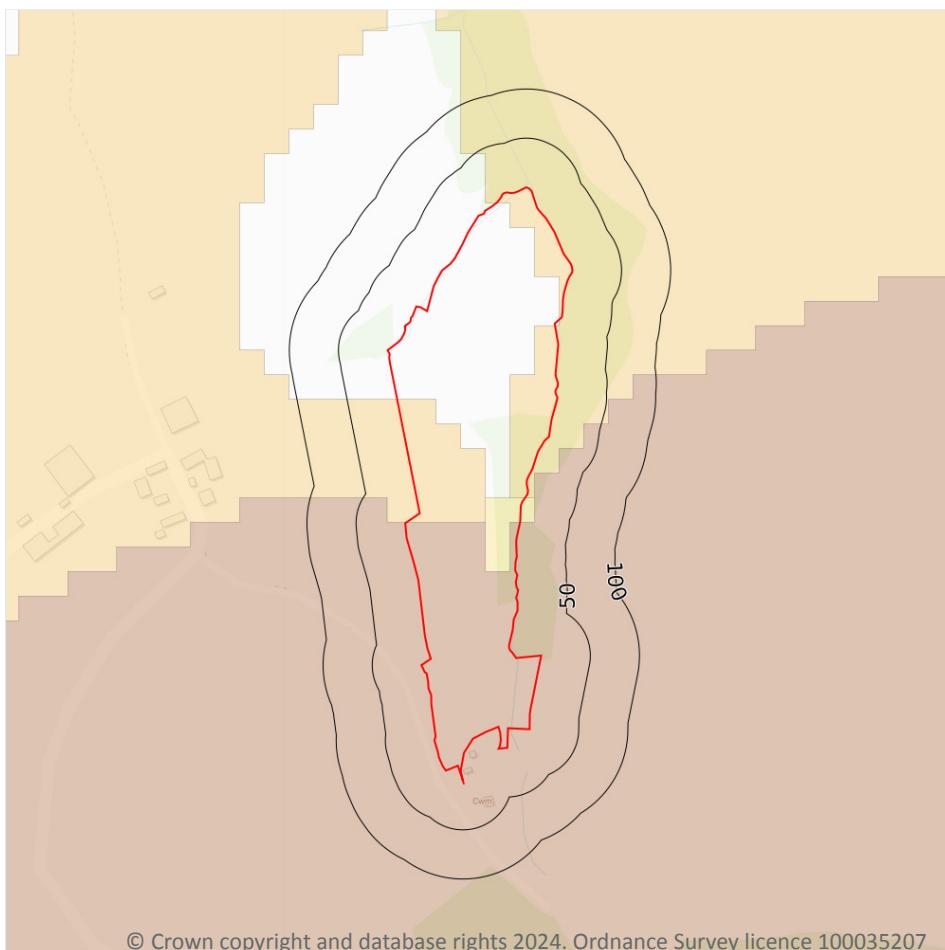


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Radon



	Site Outline
Search buffers in metres (m)	
	Greater than 30%
	Between 10% and 30%
	Between 5% and 10%
	Between 3% and 5%
	Between 1% and 3%
	Less than 1%

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

In order to determine if there is a problem at your property, a radon measurement in the building must be taken. Access to a testing service and further information on radon is available from UK Health Security Agency (UKHSA) or www.ukradon.org.

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

Please see the guidance and next steps on [page 2](#) for further advice.

This data is sourced from the British Geological Survey/UK Health Security Agency.

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Non-coal mining summary



Mining records

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

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

Historical features

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

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

Geological features

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

Artificial and made ground	Not identified
Mineral veins	Not identified

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Ground stability summary



Natural instability

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

See [page 16](#) > for details and [page 4](#) > for recommended next steps.

Shrink-swell hazard	Not assessed
Natural ground subsidence	High
Landslides	Identified
Natural cavities	Not identified
Coastal erosion	Not identified



Infilled land

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

Infilled land	Not identified
Historical landfill sites	Not identified



Sinkholes

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

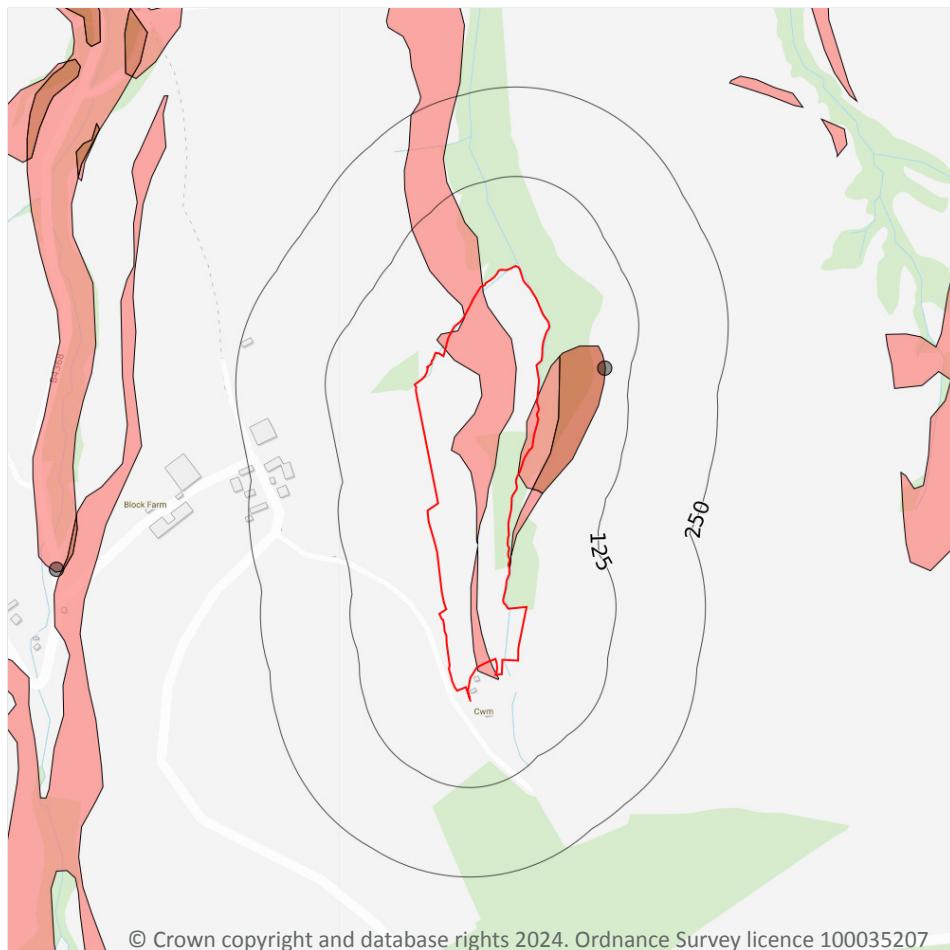
Reported recent incidents	Not identified
Recorded incidents (BGS)	Not identified
Recorded incidents (Stantec)	Not identified
Historical incidents	Not identified

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Ground stability / Landslides



- Site Outline
- Search buffers in metres (m)
- Slope instability
 - Moderate
 - High
- National landslide database
- Landslide record

Landslides

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

Location	Hazard rating	Details
On site	Moderate	Slope instability problems are probably present or have occurred in the past. Land use should consider specifically the stability of the site.
1m S	Moderate	Slope instability problems are probably present or have occurred in the past. Land use should consider specifically the stability of the site.
22m SE	High	Slope instability problems almost certainly present and may be active. Significant constraint on land use.

This data is sourced from the British Geological Survey.



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National landslide database

The BGS National Landslide Database holds nearly 18,000 records of landslides and is the definitive source of landslide information for Great Britain. It is drawn from BGS paper and digital maps, memoirs and sheet explanations, reports and articles as well as non-BGS reports, council records, media reports and inherited databases. 83% of the records in this database have been validated by the BGS.

It is a point dataset and does not reflect the total extent of the landslide. Where possible, each point is located at the highest point of the landslide backscarp feature. Where this is not known, the highest point of the mapped landslide is used if available, otherwise the point is assigned an approximate location.

Each landslide record has an accuracy level assigned. Over 86% of the records in the database have an accuracy of +/- 100m, and Groundsure will not display any records that do not meet this minimum level. The absence of data in this section does not confirm that a landslide has not occurred at this location.

Location	BGS reference	Accuracy (m)	Link	Validated
79m NE	100012078	10	https://ogcapi.bgs.ac.uk/collections/landslideindex/items/100012078 ↗	Validated to assigned accuracy

This data is sourced from the British Geological Survey.

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Transportation summary



HS2

No results for Phase 1 or Phase 2 of the HS2 project (including the 2016 amendments) have been identified within 5km of the property. However, HS2 routes are still under consultation and exact alignments may change in the future.
 Visual assessments are only provided by Groundsure if the property is within 2km of Phase 1 and 2a. Other assessments may be available from HS2.

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

Crossrail

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

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

Other Railways

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

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


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Energy summary



Oil and gas

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

Oil and gas areas
Oil and gas wells

Not identified
Not identified

Wind and Solar

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

Please see the guidance and next steps on [page 2 >](#) for further advice. Additionally, see [page 20 >](#) for details of the identified issues.

Planned Multiple Wind Turbines	Identified
Planned Single Wind Turbines	Identified
Existing Wind Turbines	Identified
Proposed Solar Farms	Identified
Existing Solar Farms	Not identified

Energy

Our search of major energy transmission or generation infrastructure and nationally significant infrastructure projects has not identified results.

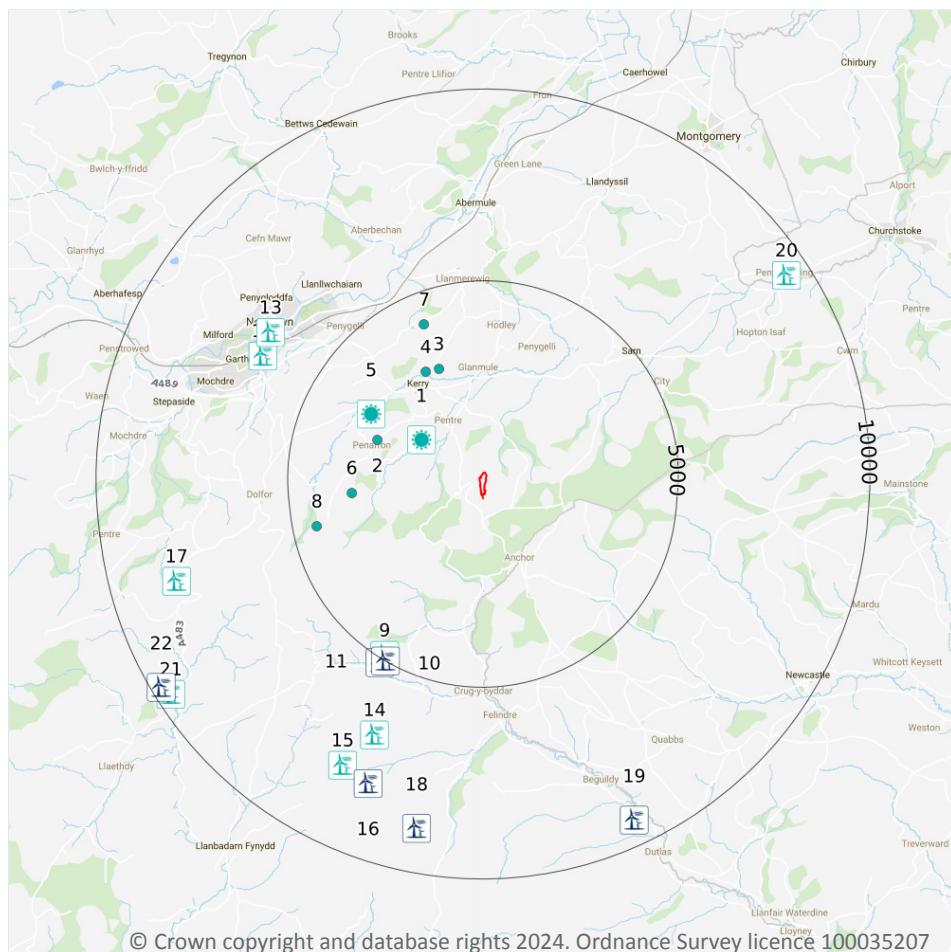
Power stations	Not identified
Energy Infrastructure Projects	Not identified
	Not identified

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Energy / Wind and solar



— Site Outline
 Search buffers in metres (m)

- Wind farms
- Proposed wind farms
- Proposed wind turbines
- Existing and agreed solar installations
- Proposed solar installations

Wind farms

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

ID	Distance	Direction	Details	
10	4-5 km	SW	Site Name: Bryn Garw T2, Bryn Garw, Felindre, Knighton, Powys, Mid Wales, LD7 1YT Operator Developer: Landowner or private owner Status of Project: Consented	Type of project: Onshore Number of Turbines: 1 Turbine Capacity: 0.1MW Total project capacity: 0.1 Approximate Grid Reference: 313855, 283092



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ID	Distance	Direction	Details	
11	4-5 km	SW	Site Name: Bryn Garw T1, Bryn Garw, Felindre, Knighton, Powys, Mid Wales, LD7 1YT Operator Developer: Landowner or private owner Status of Project: Operational	Type of project: Onshore Number of Turbines: 1 Turbine Capacity: 0.1MW Total project capacity: 0.1 Approximate Grid Reference: 313655, 283163
16	8-9 km	S	Site Name: Garreg Lwyd Hill, SSA C: Newtown South, Radnorshire, Powys, Mid Wales Operator Developer: RES UK & Ireland Ltd Status of Project: Operational	Type of project: Onshore Number of Turbines: 17 Turbine Capacity: 2MW Total project capacity: 34 Approximate Grid Reference: 313423, 279751
18	8-9 km	S	Site Name: Bryngydfa, SSA C: Newtown South, Felindre, Mid Wales Operator Developer: BSK Renewables Status of Project: In planning	Type of project: Onshore Number of Turbines: 12 Turbine Capacity: 3MW Total project capacity: 36 Approximate Grid Reference: 314688, 278583
19	9-10 km	SE	Site Name: Bryndraenog, Dutlas, Knighton, Mid Wales Operator Developer: Landowner or private owner Status of Project: Operational	Type of project: Onshore Number of Turbines: 1 Turbine Capacity: 0.225MW Total project capacity: 0.225 Approximate Grid Reference: 320363, 278799
22	9-10 km	SW	Site Name: Esgairdraenllwyn, Llaithddu, Llandrindod Wells, Powys, Mid Wales, LD1 6YS Operator Developer: Landowner or private owner Status of Project: Operational	Type of project: Onshore Number of Turbines: 2 Turbine Capacity: 0.05MW Total project capacity: 0.1 Approximate Grid Reference: 308126, 282161

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

Proposed wind farms

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

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


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ID	Distance	Direction	Details	
9	4-5 km	SW	<p>Site Name: Bryn Garw, Felindre, Knighton, Powys, Powys, LD7 1YT</p> <p>Planning Application Reference: P/2013/1111</p> <p>Type of Project: 2 Wind Turbines</p>	<p>Application Date: 2013-12-02</p> <p>Planning Stage: Early Planning Detail Plans</p> <p>Refused</p> <p>Project Details: Scheme comprises full: installation of two wind turbines (hub height 29.3m; 39.6m to blade tip height) and associated equipment cabinets (Turbine 1 - 313645/283110) (Turbine 2 - 313855/283095)</p> <p>Approximate Grid Reference: 313854, 283095</p>
12	6-7 km	NW	<p>Site Name: Dolfor Road, Cwmwyn & Medwallt Common, Newtown, Dolfor, Powys, SY16</p> <p>Planning Application Reference: P/2012/0040</p> <p>Type of Project: 9 Wind Turbines</p>	<p>Application Date: 2012-01-27</p> <p>Planning Stage: Early Planning Detailed Plans</p> <p>Submitted</p> <p>Project Details: Scheme comprises construction and operate 9 wind turbines, with a maximum tip height of 126m together with ancillary development comprising substation, anemometer mast, new and upgraded access tracks and temporary construction compound.</p> <p>Approximate Grid Reference: 310678, 290901</p>
13	6-7 km	NW	<p>Site Name: Garn Fach South Of, Newtown, Powys, SY16</p> <p>Planning Application Reference: 20/0065/SC</p> <p>Type of Project: Wind Farm</p>	<p>Application Date: 2020-01-10</p> <p>Planning Stage: Pre-Planning</p> <p>Project Details: Scheme comprises scoping direction in respect of regulation 33 of the town and country planning (environmental impact assessment(wales) regulations 2017 in relation to wind farm of up to 22 turbines, generating up to 110 megawatts, tip height of up to 150 meters.</p> <p>Approximate Grid Reference: 310879, 291515</p>
14	6-7 km	SW	<p>Site Name: Bryngydfa Wind Farm, Felindre, Knighton, Northern Area SO135809, South, Powys, LD7 1Y</p> <p>Planning Application Reference: P/2009/0384</p> <p>Type of Project: 12 Wind Turbines</p>	<p>Application Date: 2009-04-03</p> <p>Planning Stage: Early Planning Detailed Plans</p> <p>Submitted</p> <p>Project Details: Construction of a 12 turbine wind farm & associated ancillary infrastructure including new and upgraded tracks & underground electrical cables, 2 control buildings, 2 anemometer masts, 2 temporary compounds, borrow pits & upgrading existing culvert(s).</p> <p>Approximate Grid Reference: 313590, 281020</p>


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ID	Distance	Direction	Details	
15	7-8 km	SW	Site Name: Felindre, Llandrindod Wells, Llanbadarn Fynydd, Powys, LD1 6 Planning Application Reference: P/2008/0785 Type of Project: 23 Wind Turbines	Application Date: 2008-05-27 Planning Stage: Plans Appr on Appeal Project Details: Scheme comprises installation of 23 wind turbines, wind monitoring mast, access tracks, crane hardstandings, water crossings, control building, substation compound, car park, offside road improvements, temporary compounds, borrow pits, masts & welfare facilities. Approximate Grid Reference: 312758, 280228
17	8-9 km	W	Site Name: Land at Bancyfelyn (South West of Cwmyrhiwedd), Dolfor, Newtown, Powys, SY16 4BW Planning Application Reference: P/2011/0919 Type of Project: 2 Wind Turbines	Application Date: 2011-08-03 Planning Stage: Early Planning Detail Plans Withdrawn Project Details: Scheme comprises installation of 2 x 50kw wind turbines (24.6m hub height / 34.2 full blade height). Approximate Grid Reference: 308427, 285026
20	9-10 km	NE	Site Name: Pentrehyling Farm, Church Stoke, Montgomery, Powys, SY15 6HU Planning Application Reference: 12/02189/FUL Type of Project: 2 Wind Turbines	Application Date: 2012-05-21 Planning Stage: Plans Approved Detail Plans Granted Project Details: Scheme comprises installation of 2 wind turbines (maximum tip heights of 27.131m and 21.979m). Approximate Grid Reference: 324333, 293003
21	9-10 km	SW	Site Name: Esgairdraenllwyn, Llaithddu, Llandrindod Wells, Powys, LD1 6YS Planning Application Reference: P/2011/0723 Type of Project: 2 Wind Turbines	Application Date: 2011-08-15 Planning Stage: Plans Approved Detail Plans Granted Project Details: Scheme comprises installation of 2 monopole wind turbines. Approximate Grid Reference: 308277, 282080

This information is derived from planning data supplied by Glenigan, in some cases with further accuracy applied by Groundsure's experts. This search includes planning applications for wind farms with multiple turbines within 10,000m of the property. This data is updated on a quarterly basis. If the existence of a planning application, passed or refused may have a material impact with regard to the decision to purchase the property, Groundsure recommends independent, thorough enquiries are made with the Local Authority. If any applications have been identified within this report, Groundsure have included the planning reference to enable further enquiries to be made.


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Proposed wind turbines

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

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

ID	Distance	Direction	Details	
2	2-3 km	W	Site Name: Land at Lower Penarron Kerry, Kerry, Newtown, Powys, Powys, SY16 4PW Planning Application Reference: P/2013/1033 Type of Project: Wind Turbine	Application Date: 2013-11-12 Planning Stage: Plans Approved Detail Plans Granted Project Details: Scheme comprises installation of a 5kw wind turbine and associated works (hub height 18.74 metres, max blade tip height 21.487 metres). Approximate Grid Reference: 313666, 288714
3	2-3 km	N	Site Name: Cloddia Farm, Kerry, Newtown, Powys, SY16 4DY Planning Application Reference: P/2012/0711 Type of Project: Wind Turbine	Application Date: 2012-06-20 Planning Stage: Early Planning Detailed Plans Submitted Project Details: Scheme comprises construction of a single 50 Kw wind turbine with hub height of 36m and maximum height to tip of 45m (E:315266, W: 290560). Approximate Grid Reference: 315266, 290560
4	2-3 km	N	Site Name: Cloddia, Kerry, Newtown, Powys, Powys, SY16 4DY Planning Application Reference: P/2013/0160 Type of Project: Wind Turbine	Application Date: 2013-02-11 Planning Stage: Plans Approved Detail Plans Granted Project Details: Scheme comprises full: construction of a single 50kw wind turbine (34.5m to blade tip). Approximate Grid Reference: 315266, 290560
6	3-4 km	W	Site Name: Caebettin, Kerry, Newtown, Powys, SY16 4PN Planning Application Reference: P/2012/1039 Type of Project: Wind Turbine	Application Date: 2012-08-14 Planning Stage: Plans Approved Detail Plans Granted Project Details: Scheme comprises installation of a 5kw micro generation wind turbine with hub height of 18.7m and all associated works (E:312997, N: 2873328). Approximate Grid Reference: 312997, 287328


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ID	Distance	Direction	Details	
7	4-5 km	N	<p>Site Name: Brynmawr Bungalow, Kerry, Newtown, Powys, SY16 4NQ</p> <p>Planning Application Reference: P/2010/1005</p> <p>Type of Project: Wind Turbine</p>	<p>Application Date: 2010-08-26</p> <p>Planning Stage: Plans Approved Detail Plans Granted</p> <p>Project Details: Scheme comprises installation of a 15 metre high domestic wind turbine (partly retrospective).</p> <p>Approximate Grid Reference: 314889, 291721</p>
8	4-5 km	W	<p>Site Name: Lower Ceulannau, Dolfor, Newtown, Powys, SY16 4AX</p> <p>Planning Application Reference: P/2010/1083</p> <p>Type of Project: Wind Turbine</p>	<p>Application Date: 2010-09-14</p> <p>Planning Stage: Plans Approved Detail Plans Granted</p> <p>Project Details: Scheme comprises installation of a 15m high domestic micro wind-turbine (17.7m to blade tip).</p> <p>Approximate Grid Reference: 312087, 286457</p>

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

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

Proposed solar installations

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

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

ID	Distance	Direction	Address	Details	
1	1-2 km	NW	Bryn Llywarch Farm Kerry Newtown Powys SY16 4PA	<p>Applicant name: -</p> <p>Application Status: -</p> <p>Application Date: 02/12/2013</p> <p>Application Number: SO/2013/0089</p>	Screening Opinion under EIA Regulations 1999 for the installation of 15MW PV solar array farm
5	3-4 km	NW	Brynnaran Ceri Y Drenewydd, Powys, SY16 4DW	<p>Applicant name: Mr I Twaddle</p> <p>Application Status: Pending Consideration</p> <p>Application Date: 12/02/2019</p> <p>Application Number: 19/0249/FUL</p>	Installation of a 4.14kw ground mounted solar array


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

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Planning summary



Planning Applications

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

Large Developments

0
searched to 750m

Small Developments

2
searched to 500m

Please see [page 28 >](#) for details of the proposed developments.

House extensions or new builds

0
searched to 250m

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

In order to understand this planning data better together with its limitations you should read the full detailed limitations on [page 37 >](#).



Planning constraints

Protected areas have been identified within 50 metres of the property.

Please see [page 29 >](#) for details of the identified issues.

Environmental Protected Areas Identified
Visual and Cultural Protected Areas Not identified

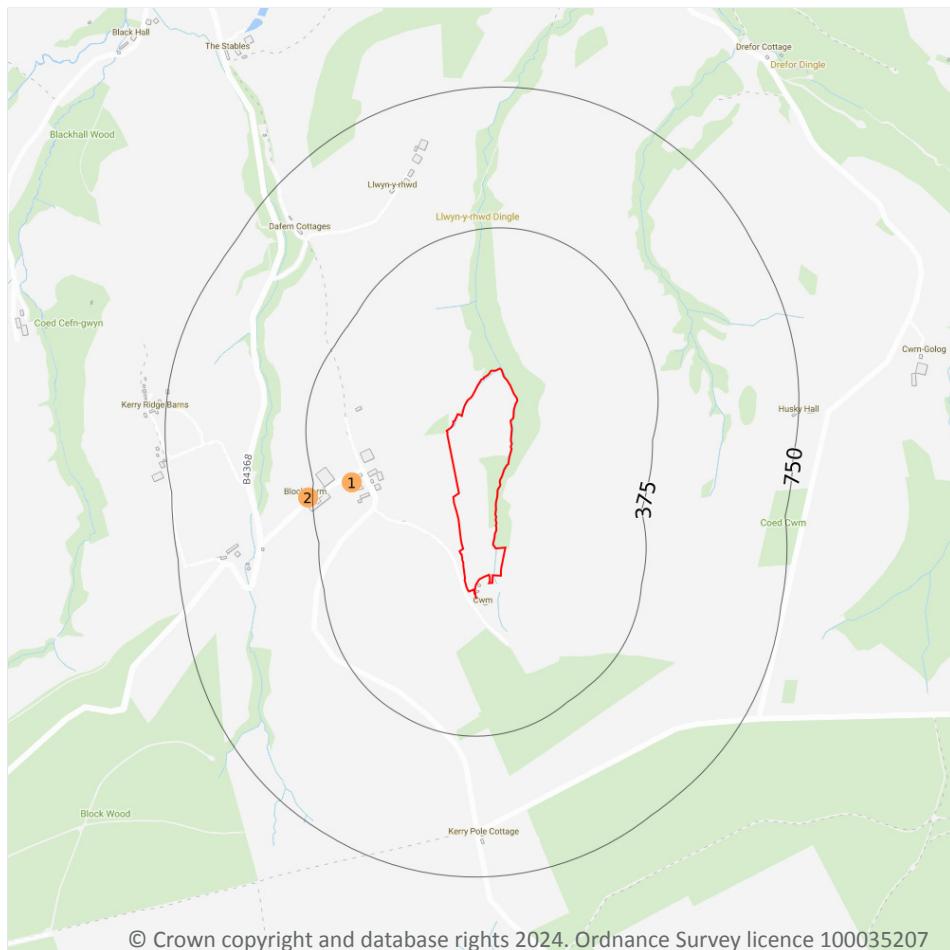


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Planning Applications



— Site Outline
 Search buffers in metres (m)

- Grouped applications
- Large Project planning application
- Large Project planning application (polygon)
- Small Project planning application
- Small Project planning application (polygon)
- House Extension planning application

Small projects searched to 500m

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

ID	Details	Description	Online record
ID: 1 Distance: 274 m Direction: W Accuracy: Proximity	Application reference: 21/0320/AGR Application date: 17/03/2021 Council: Powys Accuracy: Proximity	Address: Hillgate, Kerry, Newtown, Powys, SY16 4PH Project: Agricultural Building Last known status: Planning approval is not required.	Link

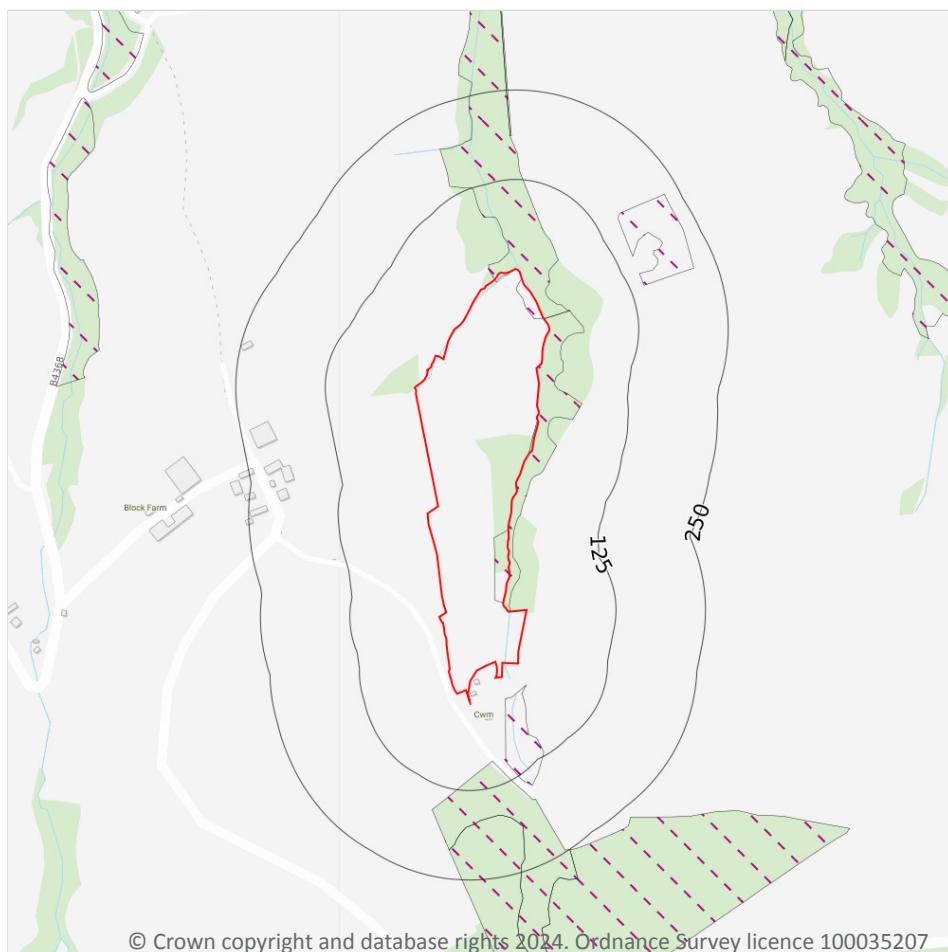

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ID	Details	Description	Online record
ID: 2 Distance: 388 m Direction: W Accuracy: Proximity	Application reference: 24/0711/FUL Application date: 13/06/2024 Council: Powys	Address: Block Farm, Kerry, Newtown, Powys, SY16 4PJ Project: Agricultural Building (New/Extension) Last known status: An application has been submitted for detailed approval.	Link ↗

Planning constraints



— Site Outline
 Search buffers in metres (m)

-  Listed buildings
-  Certificates of immunity from listing
-  Conservation areas
-  National Parks
-  Areas of Outstanding Natural Beauty
-  Registered parks and gardens
-  Scheduled Monuments
-  World Heritage Sites
-  Internationally important wetland sites (Ramsar Sites)
-  Sites of Special Scientific Interest
-  Designated Ancient Woodland
-  Green Belt
-  Local Nature Reserves
-  Special Areas of Conservation
-  National Nature Reserves
-  Special Protection Areas (for birds)


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Designated Ancient Woodland

Ancient Woodland are areas that are believed to have had a continuous woodland cover for at least 400 years and have a higher nature conservation value than those that have developed recently. Any development within an area of ancient woodland will be extremely restricted.

Distance	Direction	Ancient Woodland Name	Ancient Woodland Type
0	on site	Unknown	Restored Ancient Woodland Site
0	on site	Unknown	Ancient Semi Natural Woodland
30 m	S	Unknown	Restored Ancient Woodland Site

This data is sourced from Natural England/Natural Resources Wales/Scottish Natural Heritage. For more information please see www.gov.uk/guidance/ancient-woodland-and-veteran-trees-protection-surveys-licences for further information

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Climate change / Flood risk (5 and 30 Years)

The baseline or current flood risk assessment on this property is based on climatic conditions today. If present, the associated flood maps (and other relevant datasets) are visualised in the flood risk section. However, climate change is expected to increase the frequency and severity of weather events that could increase the risk of flooding. Rising sea levels due to climate change could also contribute to increased flood risk in coastal properties.

Ambient Risk Analytics provides flood risk data that can project the risk from river, coastal and surface water flooding in the future for a range of emissions scenarios (Low emissions - RCP 2.6, medium emissions - RCP 4.5, and high emission - RCP 8.5).

Groundsure uses this data, as well as other data assets within our ClimateIndex™ calculator to determine an overall assessment of climate change physical risks to the property. For example, the combined effect of 'moderate' assessments over multiple physical risks could result in a higher ClimateIndex™ overall than that of a single moderate assessment.

More information about our methodology and limitations is available here:

knowledge.groundsure.com/methodologies-and-limitations ↗.

Climate change scenario	River/coastal flood depth (cm)		Surface water flood depth (cm)	
	5 years	30 years	5 years	30 years
Low emissions	80+	80+	80+	80+
Medium emissions	80+	80+	80+	80+
High emissions	80+	80+	80+	80+

This data is sourced from Ambient Risk Analytics.

Climate change / Ground stability (5 and 30 Years)

The British Geological Survey (BGS) has created data designed to show the likelihood of an increase in risk from shrink swell subsidence hazards as a result of climate change. When certain soils take in water they can swell, causing heave. Conversely, when these soils dry out they can shrink and cause subsidence. Climate change is likely to result in higher temperatures and therefore likely to cause periods of drought and an increase in shrink swell subsidence.

This data has been produced using the Met Office local projections to accurately model predicted rainfall, using the high emissions climate change scenario (RCP 8.5).

Groundsure uses this data, as well as other data assets within our ClimateIndex™ calculator to determine an overall assessment of climate change physical risks to the property. For example, the combined effect of 'moderate' assessments over multiple physical risks could result in a higher ClimateIndex™ overall than that of a single moderate assessment.

More information about our methodology and limitations is available here:



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[knowledge.groundsure.com/methodologies-and-limitations ↗](http://knowledge.groundsure.com/methodologies-and-limitations).

Rainfall scenario	High rainfall		Average rainfall		Lower rainfall	
	5 years	30 years	5 years	30 years	5 years	30 years
Likelihood of increased risk	Highly unlikely	Highly unlikely	Highly unlikely	Highly unlikely	Highly unlikely	Highly unlikely

This data is sourced from the British Geological Survey



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Datasets searched

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

Contaminated Land	
Former industrial land use (1:10,560 and 1:10,000 scale)	Not identified
Former tanks	Not identified
Former energy features	Not identified
Former petrol stations	Not identified
Former garages	Not identified
Former military land	Not identified
Former landfill (from Local Authority and historical mapping records)	Not identified
Waste site no longer in use	Not identified
Active or recent landfill	Not identified
Former landfill (from Environment Agency Records)	Not identified
Active or recent licensed waste sites	Not identified
Recent industrial land uses	Not identified
Current or recent petrol stations	Not identified
Hazardous substance storage/usage	Not identified
Sites designated as Contaminated Land	Not identified
Historical licensed industrial activities	Not identified
Current or recent licensed industrial activities	Not identified
Local Authority licensed pollutant release	Not identified
Pollutant release to surface waters	Not identified
Pollutant release to public sewer	Not identified
Dangerous industrial substances (D.S.I. List 1)	Not identified
Contaminated Land	
Dangerous industrial substances (D.S.I. List 2)	Not identified
Pollution incidents	Not identified
Flooding	
Risk of flooding from rivers and the sea	Not identified
Flood storage areas: part of floodplain	Not identified
Historical flood areas	Not identified
Reduction in Risk of Flooding from Rivers and Sea due to Defences	Not identified
Flood defences	Not identified
Proposed flood defences	Not identified
Surface water flood risk	
Groundwater flooding	Not identified
Radon	
Radon	Identified
Mining features	
Mine entries	Not identified
Mineralised veins	Not identified
Surface workings	Not identified
Surface features	Not identified
Underground mine workings	Not identified
Reported subsidence	Not identified
Mine waste tips	Not identified


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Mining features

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

Mining records

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

Historical Features

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

Geological features

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

Natural instability

Property shrink-swell assessment	Not identified
Shrink-swell clays	Not identified

Natural instability

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

Coastal Erosion

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

Infilled land

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

Sinkholes

Reported recent incidents	Not identified
Recorded incidents (BGS)	Not identified
Recorded incidents (Stantec)	Not identified
Historical incidents	Not identified


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Transportation

HS2 route: nearest centre point of track	Not identified
HS2 route: nearest overground section	Not identified
HS2 surface safeguarding	Not identified
HS2 subsurface safeguarding	Not identified
HS2 Homeowner Payment Zone	Not identified
HS2 Extended Homeowner Protection Zone	Not identified
HS2 stations	Not identified
HS2 depots	Not identified
HS2 noise and visual assessment	Not identified
Crossrail 1 route	Not identified
Crossrail 1 stations	Not identified
Crossrail 2 route	Not identified
Crossrail 2 stations	Not identified
Crossrail 2 worksites	Not identified
Crossrail 2 headhouses	Not identified
Crossrail 2 safeguarding area	Not identified
Active railways	Not identified
Railway tunnels	Not identified
Active railway stations	Not identified
Historical railway infrastructure	Not identified
Abandoned railways	Not identified
London Underground and DLR lines	Not identified
London Underground and DLR stations	Not identified
Underground	Not identified
Underground stations	Not identified

Oil and gas

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

Wind and solar

Wind farms	Identified
Proposed wind farms	Identified
Proposed wind turbines	Identified
Existing and agreed solar installations	Not identified
Proposed solar installations	Identified

Energy

Electricity transmission lines and pylons	Not identified
National Grid energy infrastructure	Not identified
Power stations	Not identified
Nuclear installations	Not identified
Large Energy Projects	Not identified

Planning

Large projects searched to 750m	Not identified
Small projects searched to 500m	Identified

House extensions and small new builds searched to 250m

Planning constraints

Sites of Special Scientific Interest	Not identified
Internationally important wetland sites (Ramsar Sites)	Not identified
Special Areas of Conservation	Not identified
Special Protection Areas (for birds)	Not identified
National Nature Reserves	Not identified

Oil and gas

Oil or gas drilling well	Not identified
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Planning constraints

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

Climate change

Flood risk (5 and 30 Years)	Identified
Ground stability (5 and 30 Years)	Identified

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Methodologies and limitations

Groundsure's methodologies and limitations are available here: knowledge.groundsure.com/methodologies-and-limitations ↗.

Data providers

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

Conveyancing Information Executive and our terms & conditions

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- a charity with an annual income of less than £3 million;
- a Trust with a net asset value of less than £3 million.

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

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SECTION 3

(D) SEARCH OF THE INDEX MAP

The electronic official certificate of result in respect of your search of the index map follows this message.

Please note that this electronic version is the only certificate of result we will issue. No postal certificate of result will be sent.

Certificate Date:	18 Jul 2024
Certificate Time:	00:00:01
Certificate Ref:	74/A77YKNB

Property	Land edged red on the plan attached to the application and described in form SIM as THE CWM, KERRY, KERRY, NEWTOWN, SY16 4PH.
-----------------	--

The index map does not define the extent of the land in any registered title. This reflects the fact that the boundary of a registered estate as shown for the purposes of the register is a general boundary, unless shown as determined under section 60 of the Land Registration Act 2002. You might also wish to refer to the individual register and title plan of any adjoining titles for details of the surrounding registered estates and their general boundaries and/or determined boundaries.

Result

The index map has been searched in respect of the Property with the following result:

Plan reference	Title No.	Registered Estate or Caution	Notes
Not Applicable	CYM72407	Freehold	

The plan lodged with your application for a search of the index map has been accepted for this application. Any statement of disclaimer has been disregarded as it is assumed that it was not intended to apply for the purposes of the application.

Please note that the acceptance of the plan for this particular application does not necessarily mean that the same plan would be accepted if subsequently used for another application. All plans lodged with a Land Registry application should comply with the guidelines in Land Registry's Practice Guide 40, Supplement 2. Lodging a plan which does not comply with the guidelines may result in requisitions being raised, (such as a request to delete a statement of disclaimer) or the application being cancelled.

Continued on Page 2

Your Reference: DCB5525	Key Number: -----	For any enquiries concerning this certificate, please contact: Customer Support: email customersupport@mail.landregistry.gov.uk telephone 0300 006 0411 (lines open Monday to Friday 8am until 5pm)
Callum Breese Richard George & Jenkins Limited Old Bank Chambers, High Street Newtown, Powys SY16 2NT		

Certificate Date:	18 Jul 2024
Certificate Time:	00:00:01
Certificate Ref:	74/A77YKNB

No other registered estate, caution against first registration, application for first registration or application for a caution against first registration is shown on the index map in relation to the Property.

For further information about:

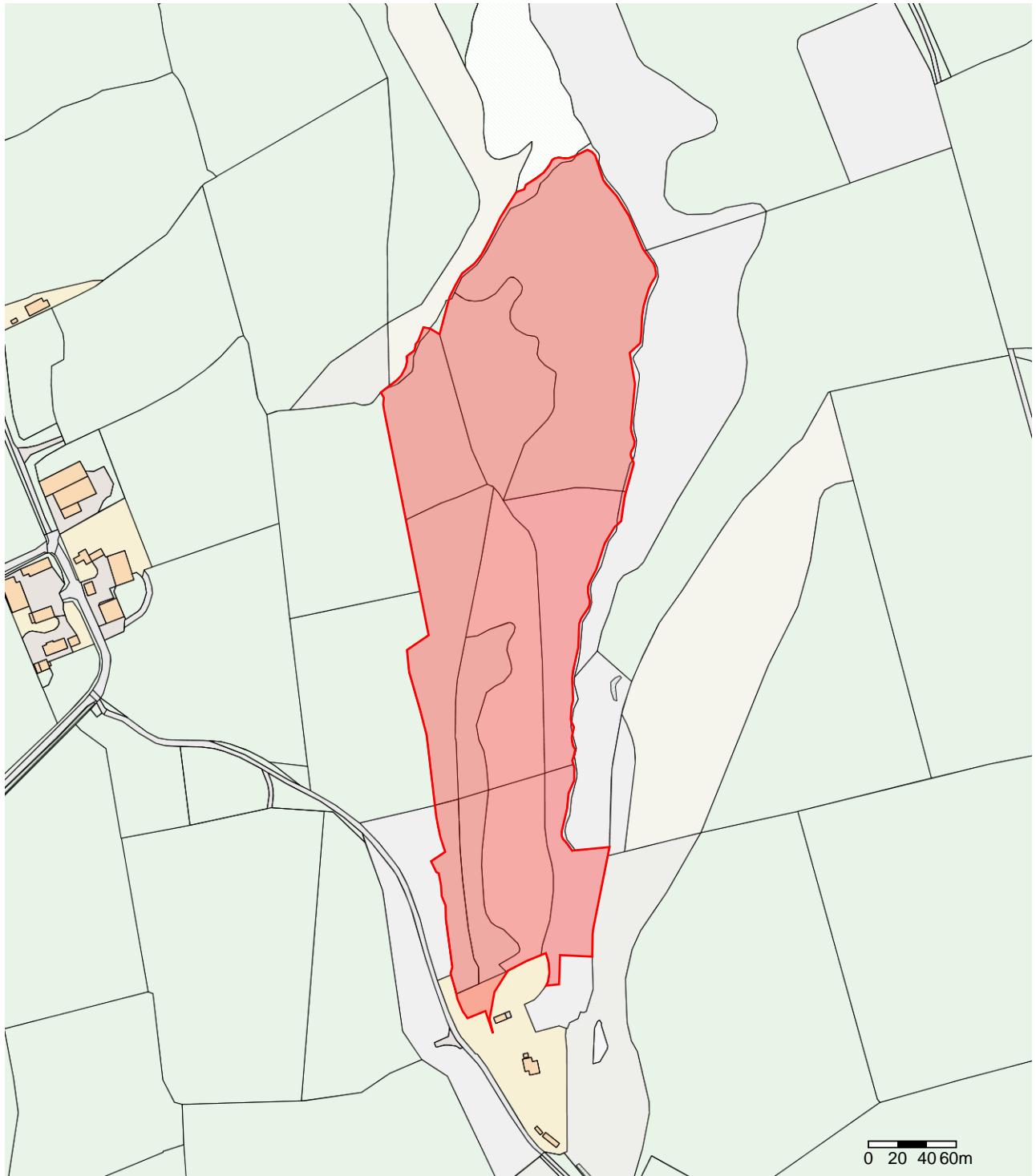
SIMs - see Practice Guide 10 - Official searches of the Index Map.

How to obtain official copies - see Practice Guide 11 - Inspection and applications for official copies.

Plan requirements for registration - see Practice Guide 40 - HM Land Registry plans - (www.gov.uk/land-registry).

Ordnance Survey map products - (www.ordnancesurvey.co.uk).

END OF RESULT



1:4142 16.07.2024

This plan has been automatically generated by InfoTrack. It shows the general position of the boundaries, including boundaries, which have been highlighted in online mapping tool. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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SECTION 4

SHORT FROM PRE-CONTRACT ENQUIRIES FOR BARE LAND

+ ID.

Document title: Short form pre-contract enquiries for bare land.

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Short form pre-contract enquiries for bare land



Conditions

This document may be used free of charge subject to the Conditions set out in [Practice note, Conditions for use of agriculture and rural land standard enquiries.](#)

Particulars

Seller: Mr and

Mrs Morgan

Buyer:

Property: Land at the Cwm, Kerry, Powys, SY16 4PH

Transaction: Sale by Auction

Seller's solicitors: Richard George & Jenkins

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).
- **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 or employees.

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.

Enquiries

1. Boundaries and extent

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

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

No

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

No

1.3 In relation to each of the Boundary Features:

- (a) Which of them have you maintained or regarded as your responsibility?
- (b) Are any boundaries shared or maintained?

Maintained or responsibility

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

NO

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

NO

2. Rights benefiting the Property

NOTE: For the avoidance of doubt, Rights include, but are not limited to, sporting rights, manorial rights, commons rights, rights of light and rights in respect of mines and minerals, including rights of ownership and rights to work minerals.

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

None

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

YES

2.3 Please give details of the maintenance (including costs) of any land, Conduits or equipment used in connection with any Rights.

None

2.4 Please give details of any interference with any Rights, whether past, current or threatened.

None

2.5 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

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

Shared stone track

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

NO

3. Adverse Rights affecting the Property

NOTE: For the avoidance of doubt, Adverse Rights include, but are not limited to, sporting rights, manorial rights, rights in respect of chancel repair, commons rights and rights in respect of mines and minerals, including rights of ownership and rights to work minerals.

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

None

3.2 To what extent have the Rights been exercised and by who?

None

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

Yes

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

NO

3.5 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

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

NO

3.7 Have you suffered any nuisance or damage as a result of the exercise of any Adverse Right?

NO

3.8 Are there any telecommunications or electrical apparatus on the Property, including any electricity substations or telecommunications masts? If so, please supply copies of any relevant documentation.

✓b

3.9 Are there any renewable energy installations on the Property (for example, wind turbines, solar panels, biomass boilers or anaerobic digesters)?

✓c

3.10 Has anyone obtained or been refused insurance cover in respect of any defect in title to the Property, including any restrictive covenant or any lost title deed?

✓d

3.11 Have any statements or declarations been made under section 31(6) of the Highways Act 1980 in relation to rights over the Property? If so, please state the date on which any statement or declaration was deposited and provide copies of any statements and declarations.

✓d

4. Physical condition

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

- (a) subsidence, settlement, landslip or heave;
- (b) defective Conduits, fixtures, plant or equipment;
- (c) any contamination or other infection;
- (d) any invasive plants listed in Part II of Schedule 9 to of the Wildlife and Countryside Act 1981, including without limitation Japanese knotweed (*Fallopia japonica*);
- (e) any other infestation or pest; or injurious weeds, including without limitation wireworm, potato cyst nematode, rhizomania, blackgrass or any other persistent weed;
- (f) flooding or drainage defect.

✓d

4.2 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?

✓d

4.3 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

4.4 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.

Yes

4.5 Please provide a plan showing the location of any land drains, cess pools, septic tanks, sewage treatment plants, overflows, soakaways and outfalls and the routes of any linking pipes.

N/A

4.6 Please identify any major engineering works.

None

4.7 Has there been any unauthorised waste dumping, fly tipping, burial of animal carcasses, fly grazing or vandalism on the Property or theft from the Property [in the last ten years]?

No

4.8 [Does the boundary of the Property immediately adjoin a highway maintainable at public expense at, and for the full width of, each point of access?]

No

4.9 Are there any barriers to access to the Property that are controlled by a third party? If so, please give details.

No

4.10 If any access from the Property to a public highway is shared with any third party, please give details of the frequency of use of the access by other vehicles.

No

4.11 If the Property has been affected by flooding, then in addition to any details already provided in reply to enquiry 4.1(f), please provide details of the source of the flood, the year (or years) in which it occurred, and whether the flooding is seasonal.

NA

4.12 Are there any pipelines, cables, wires, drains, ditches, under or over ground storage tanks not apparent on physical inspection that could interfere with normal farming operations?

NA

4.13 Has there been any filling of former excavations or voids on the Property, such as gravel pits, mines or quarries?

None

4.14 [Is the Property certified as organic under any organic certification programme? If so, please provide a copy of the current certificate, identify on a plan the organic areas and give details of the farming activities.]

NO

4.15 Has the owner or occupier of any neighbouring premises ever requested or been allowed or been refused access to the Property to carry out repairs, alterations or other works to any neighbouring premises or the Conduits serving them? If so, please give details, including copies of any access orders granted under the Access to Neighbouring Land Act 1992.

NO

5. Fixtures

NOTE: For the avoidance of doubt, fixtures include, but are not limited to trees, shrubs, produce, sheds, garden ornaments, gates, water troughs, cattle grids and other items of equipment.

5.1 [Please list any items which are currently attached to the structure of the Property in some way (for example, wired, plumbed or bolted) and which you propose removing from the Property prior to completion of the Transaction.]

NO

5.2 [Please confirm that you will make good before completion any damage caused by the removal of any fixtures and fittings.]

W17

5.3 [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.]

NO

5.4 [Where there is an existing tenant who will be leaving by completion, please list items that are a tenant's fixtures and will be removed.]

NO

6. Utilities and services

6.1 Please list the services available at the Property and confirm which (if any) are connected to the mains, copies or recent bills, and if applicable provide plan of the location of any water meters.

NO

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

NO

6.3 If so, please give details of the route and easement, grant, exception reservation, wayleave, licence or consent.

W19

6.4 Please provide copies of the most recent bills for the services referred to at enquiry 6.1 and the location of any water or electricity meters serving the Property.

W1A

6.5 Please provide copies of any consent or licence relating to any drainage used in respect of the Property or the activities carried on there.

W1A

6.6 Please provide copies of any licence to abstract water? If applicable how much water is actually abstracted during any one year? Please supply the average amount of water abstracted for each of the last 5 years?

6.7 Please provide a plan of any water system that affects the Property.

N/A.

7. Planning and building regulations

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

NO

7.2 [Is any building or structure on the Property listed under planning law?]

NO

7.3 What works have been carried out at the Property during the last four years?

None

7.4 What changes of use have taken place at the Property during the last ten years?

None

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

GRASS LAND

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

N/A

7.7 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

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

None

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

no

8. Statutory agreements and infrastructure

8.1 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

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

no

8.3 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

9. Statutory and other requirements

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

no

9.2 [Are you aware of any breach of, alleged breach of, or any claim under any statutory requirements or byelaws affecting the Property, its current use, the storage of any substance in it or the use of any fixtures, machinery or chattels in it?]

no

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

none

10. Environmental

10.1 [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].

WA.

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

WA

10.3 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

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

NO

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

NO

10.6 Has the property or has the property had any plant or animal health issues within the last 5 years? If so, are there any outstanding notices against the property in respect of any one of these issues including TB? Is the Property within a badger-controlled area?

NO

11. Occupiers

For the avoidance of doubt, occupiers means but is not limited to family-controlled farming partnerships or companies, beneficiaries under a trust, contract farming arrangements or employees.

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

NO

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

WIA.

12. 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.

WIA

13. Disputes

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

WIA

13.2 [Are you aware of any noise, odour, dust or spray drift or other matter arising from neighbouring land but noticeable on or in the Property?]

WIA

13.3 Have there ever been or are there currently any incidents of unauthorised occupation or trespassing on the Property by a third party? If so, please give details.

NO

14. Farm payments, land management and capital grant schemes

14.1 Is the Property entered into any farm payment or other environmental land management scheme or capital grant scheme, such as the Basic Payment Scheme, or any other replacement scheme delivering public money for public goods?

Basic Payment Scheme.

14.2 If the answer to clause 14.1 is "yes", please:

- Confirm that all terms of the scheme, including any cross compliance or replacement general standards of land management, have been complied with.
- Confirm that no conditions are outstanding that may require the repayment of the funds payable under the scheme.
- Confirm that there are no outstanding inspections, penalties or disputes relating to the scheme

- (d) On a plan, specify the areas affected including identifying any areas required to be kept as permanent grassland or other environmental specific area.
- (e) Supply copies of all relevant correspondence including but without limitation to applications, forms, correspondence, statements and payment schedules, or maps.

W/ft

14.3 Is the Property entered into any woodland grant scheme? If so, please confirm that all the terms and conditions of that scheme have been complied with including but without limitation to all felling licences?

W/ft

15. Sporting rights

15.1 Please confirm that all fishing and sporting rights are in hand and are included in the sale of the Property. If not in hand, please supply copies of any written agreements or a summary of any oral agreements?

Y/ES

15.2 [If a boundary is a stream, please confirm that the fishing rights are included in the sale of the Property.]

Y/ES

16. [Insurance]

16.1 Have you ever experienced any difficulty in obtaining insurance cover for the Property including cover for public liability, at normal rates and subject to normal exclusions?

W/ft

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

W/ft

16.3 [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/ft.

17. SDLT

17.1 Did you make any application to defer the payment of SDLT, or land transaction tax (LTT) on your acquisition of the property?

W/

18. VAT

18.1 Have you (or a relevant associate within the meaning of paragraph 3 of Schedule 10 to the Value Added Tax Act 1994 (VATA 1994) or a relevant group member for the purposes of paragraph 21 of Schedule 10 to the VATA 1994) made a valid option to tax (under paragraph 2 or 21 of Schedule 10 to the VATA 1994) for the purpose of VAT in respect of the Property, or is the sale otherwise subject to VAT?

N/A -

18.2 Please confirm that you, a relevant associate (within the meaning of paragraph 3 of Schedule 10 to the VATA 1994) and/or a relevant group member (within the meaning of paragraph 21 of Schedule 10 to the VATA 1994) will not make an option to tax (under paragraph 2 or 21 of Schedule 10 to the VATA 1994) in relation to the Property before Completion? [Note If any deposit is to be paid as agent (rather than stakeholder), this date needs to be the date of exchange of contracts].

W/

19. [Capital Allowances]

19.1 [Have you claimed capital allowances on plant or machinery fixtures or allocated any expenditure on such fixtures to a capital allowances pool?]

W/

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