

## Trowse Church Hall

### Legal Pack

1. Special Conditions of Sale
2. Transfer
3. Local Search
4. Chancel Search
5. SIM Search
6. CPSE7
7. Title NK361423

# Special conditions of sale

Words in bold blue type have special meanings, which are defined in the Glossary.

Words that are neither in square brackets nor in italics constitute the **special conditions** applicable to the relevant **lot**.

References to the **general conditions** are for convenience only and are not intended to be comprehensive.

## Lot 5: Old Church Hall, The Street, Trowse, Norwich

.....

### Name and address of the **seller**

Norwich Diocesan Board Of Finance Limited of Diocesan House 109 Dereham Road, Easton, Norwich, Norfolk, NR9 5ES

### Name, address and reference of the **seller's conveyancer**

Birketts LLP, Kingfisher House, 1 Gilders Way, Norwich, NR3 1UB (ref: WF/SJ/131401.397)

### Brief description of the **lot** (see **condition** G1.1)

Old Church Hall, The Street, Trowse, Norwich (NR14 8SX)

### Rights to be granted (see **condition** G1.1)

None.

### Rights to be reserved (see **condition** G1.1)

None.

### Exclusions (see **condition** G1.1)

None.

### Tenancies (see **condition** G1.2)

None

### What the sale is subject to (see **condition** G1)

The matters set out in the **general conditions** and the Extra Special Conditions

# Special conditions of sale

## **Deposit** (see [condition G2](#))

10% of the [price](#) be paid to the [auctioneer](#) and held by the [auctioneer](#) or the [seller's](#) conveyancer as agent for the [seller](#)

## **Insurance** (see [condition G3](#))

The [seller](#) has no obligation to insure the [lot](#) after the [contract date](#).

## **Title** (see [condition G4](#))

Freehold.

## **Registered or unregistered?**

Registered at the Land Registry with title absolute under title number NK361423

## **Title guarantee** (see [condition G4.3](#))

Full title guarantee.

## **Transfer** (see [condition G5](#))

A copy of the prescribed form of [transfer](#) has been made available within the auction pack prior to the [auction](#).

## **Agreed completion date** (see [condition G6.1](#))

18 December 2019

# Special conditions of sale

## **Interest rate** (see **condition G10**)

4% over Barclays Bank Base rate from time to time.

## **Arrears** (see **condition G11**)

Not applicable

## **VAT** (see **conditions G14 and 15**)

VAT is not payable as the transaction is exempt.

## **Capital allowances** (see **condition G16**)

No capital allowances are available.

## **Maintenance agreements** (see **condition G17**)

There are no maintenance agreements.

## **TUPE** (see **condition G20**)

There are no employees to which **TUPE** applies.

## **Environmental** (see **condition G21**)

**Condition G21** does not apply.

# Special conditions of sale

## **Warranties** (see [condition G25](#))

There are no available warranties.

## **Amendments** to the [general conditions](#)

None.

## **Extra special conditions**

- A. The Property is sold with all faults and defects whether of condition or otherwise and neither the Seller nor its agents are responsible for any such faults or defects or, for any statements contained in the Particulars of the Property as prepared by the agents.
- B. The Buyer hereby acknowledges that he has not entered into the Contract in reliance upon any of the said statements and that he has satisfied himself as to the correctness of each of the said statements by inspection or otherwise and that no warranty or representation has been made by the Seller or its agents in relation to or in connection with the Property.
- C. On Completion the Buyer will reimburse the Seller for the search fees in the sum £375.83 inclusive of VAT.
- D. Condition G4.2 does not apply to this Contract
- E. The Buyer warrants to the Seller that the Buyer is not a connected person (as defined in the Charities Act 2011) or a Trustee for or a nominee of a connected person to the Seller

# Special conditions of sale

## Arrears schedule

These are the **arrears** referred to in **condition** G11:

Property	Current tenant	Current rent	Date rent last paid
None			

# Special conditions of sale

## Tenancy schedule

Property	Date	Original landlord and tenant	Current tenant	Term	Current Rent
None					

Date.....

Name and address of **seller**

Norwich Diocesan Board Of Finance Limited of Diocesan House 109 Dereham Road, Easton, Norwich, Norfolk, NR9 5ES

Name and address of **buyer**

The **lot**

Lot 5: Old Church Hall, The Street, Trowse, Norwich

The **price** (excluding any **VAT**)

Deposit paid

The **seller** agrees to sell and the **buyer** agrees to buy the **lot** for the **price**.  
This agreement is subject to the **sale conditions** so far as they apply to the **lot**.

We acknowledge receipt of the deposit.....

Signed by the **buyer**

Signed by us as agent for the **seller**

The **buyer's** conveyancer is

Name

Address

Contact

The **seller's** conveyancer is

Name

Birketts LLP

Address

Birketts LLP, Kingfisher House, 1 Gilders Way, Norwich, NR3 1UB

Contact

William Foley



# HM Land Registry

## Transfer of whole of registered title(s)

# TR1

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

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

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

Leave blank if not yet registered.

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

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

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

Complete as appropriate where the transferor is a company.

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

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

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

1	Title number(s) of the property:  NK361423
2	Property:  Old Church Hall, The Street, Trowse, Norwich (NR14 8SX)
3	Date:
4	Transferor:  NORWICH DIOCESAN BOARD OF FINANCE LIMITED  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
5	Transferee for entry in the register:  TBC  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
6	Transferee's intended address(es) for service for entry in the register:  TBC
7	The transferor transfers the property to the transferee

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

Place 'X' in any box that applies.

Add any modifications.

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

Complete as necessary.

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

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

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

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

	<p>8 Consideration</p> <p><input type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):</p> <p>£ TBC (TBC)</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
	<p>9 The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p>
	<p>10 Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>
	<p>11 Additional provisions</p> <p>11.1. In this transfer the following words and expressions have the following meanings:</p> <p style="padding-left: 40px;"><b>“Retained Land”</b> :- the land comprised in the Title Number NK422648</p> <p>11.2. References to the owners of the Property are to the Transferee and its successors in title to the Property and references to the owners of the Retained Land are to the Transferor and its successors in title to the Retained Land.</p>

11.3. References to the Property include the whole and every part of the Property and references to the Retained Land include the whole and every part of the Retained Land.

11.4. Unless otherwise indicated, references to paragraphs are to paragraphs in this Panel 11.

#### **Restrictive covenants by the transferee**

11.5. The Transferee covenants with the Transferor for the benefit of the Retained Land and to bind the Property that the owners of the Property will not:

11.5.1. use or permit the Property to be used:

11.5.1.1. in a manner which may be or become a nuisance (whether or not amounting to a legal nuisance), annoyance, disturbance or cause damage to the Incumbent or priest for the time being of the parish of Trowse with Newton in the Diocese of Norwich or to any person celebrating or participating in public worship at the church of St Andrew's at Trowse aforesaid; or

11.5.1.2. for any noisy, offensive, illegal or immoral purpose.

11.6. The Incumbent of the Benefice of Trowse in the County of Norfolk in the Diocese of Norwich and their Successors shall be entitled to enforce the restrictive covenants contained in Clause 11.5.

#### **Charity Disposition**

11.7. The land transferred is held by Norwich Diocesan Board of Finance, a non-exempt charity, and this transfer is not one falling within paragraph (a), (b), (c) or (d) of section 117(3) of the Charities Act 2011, so that the restrictions on disposition imposed by sections 117-121 of that Act apply to the land

11.8. Norwich Diocesan Board of Finance Limited certify that they have power under their trusts to effect this disposition and that they have complied with the provisions of the said sections 117-121 so far as

applicable to this disposition.

11.9. The Transferee warrants to the Transferor that the Transferee is not a connected person (as defined in the Charities Act 2011) or a Trustee for or a nominee of a connected person to the Transferor

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

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

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

Remember to date this deed in panel 3.

## 12 Execution

EXECUTED as a DEED by  
NORWICH DIOCESAN BOARD  
OF FINANCE LIMITED acting by  
two Members and its Secretary

Member

Member

Secretary

TBC

**WARNING**

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

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

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

**South Norfolk Council****Register of Local Land Charges  
Schedule to Official Certificate of Search**

<b>Part 3: Planning Charges (b) Other planning charges</b>			
<b>Description of charge (including reference to appropriate statutory provision)</b>	<b>Originating Authority</b>	<b>Place where relevant documents may be inspected</b>	<b>Date of Registration</b>
The Trowse W Newton Conservation Area Conservation Area (LC0020\2107)26/10/2015designated by virtue of Planning (Listed Buildings and Conservation Areas) Act 1990 Reference 12/00061/CONARARef: TLC Ref: CA80702915	South Norfolk District Council, Swan Lane, Long Stratton, Norfolk, NR15 2XE, 01508 533633	South Norfolk District Council, Swan Lane, Long Stratton, Norfolk, NR15 2XE, 01508 533633	26/10/2015
St Andrews Church Hall, The Street, Trowse, Norwich, NR148SX 1996/0535 Change of use from parish hall to recording studio Approved with Conditions 19/07/1996Ref:1996/0535 TLC Ref: PT186418	South Norfolk District Council, Swan Lane, Long Stratton, Norfolk, NR15 2XE, 01508 533633	South Norfolk District Council, Swan Lane, Long Stratton, Norfolk, NR15 2XE, 01508 533633	19/07/1996
St Andrews Church Hall The Street Trowse Norfolk  Change of Use Conditional Planning Permission dated 12/05/2014 Change of use from Office/Studio (B1/B2) to Hall (D1). This application relates specifically to the Church Hall which forms part of St Andrew's Parish Church, Trowse Application Number: 2014/0465 Issued to: Mr William Chubb Ref:2014/0465 TLC Ref: AP19279422	South Norfolk District Council, Swan Lane, Long Stratton, Norfolk, NR15 2XE, 01508 533633	South Norfolk District Council, Swan Lane, Long Stratton, Norfolk, NR15 2XE, 01508 533633	12/05/2014

**South Norfolk Council**

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

<b>Part 4: Miscellaneous Charges</b>			
<b>Description of charge (including reference to appropriate statutory provision)</b>	<b>Originating Authority</b>	<b>Place where relevant documents may be inspected</b>	<b>Date of Registration</b>
{Order made by the County Council declaring the highway to be a New Street. Section 30 Public Health Act 1925. (Continued in force by paragraph 22 of the 24th Schedule to the Highways Act, 1959)(as amended).The Street.}Ref:391LC0076##00819 TLC Ref: PF242487	Norfolk County Council, County Hall, Martineau Lane, Norwich, NR1 2DH, 0344 800 8020	Norfolk County Council, County Hall, Martineau Lane, Norwich, NR1 2DH, 0344 800 8020	17/04/1934

## ENQUIRIES OF LOCAL AUTHORITY [2016 EDITION]

**Applicant:**

SearchFlow Limited  
NLIS HUB,  
42 Kings Hill Avenue  
Kings Hill  
WEST MALLING  
Kent  
ME19 4AJ

**Search Reference:** 2019/02107  
**NLIS Reference:** 1CH\_ESRI:28309985000  
**Date:** 04-Nov-2019

**Property:**

Old Church Hall  
The Street  
Trowse  
Norwich  
NR14 8SX

**Other Roads etc:** The Street

**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:**



On behalf of **South Norfolk Council**

Date: 04 November 2019



---

## Standard Enquiries of Local Authority

### PLANNING AND BUILDING REGULATIONS

#### 1.1 Planning and building decisions and pending applications

**Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications or agreements?**

(a) a planning permission

Reference: 2014/0465

Change of use from Office/Studio (B1/B2) to Hall (D1). This application relates specifically to the Church Hall which forms part of St Andrew's Parish Church, Trowse

Date Decision Issued : 12/05/2014

Decision :Approval with Conditions

Reference: 2015/0245

Proposed works to Horse Chestnut trees. Fell of Ash tree.

Date Decision Issued : 05/03/2015

Decision :No objections

Reference: 2016/1910

Various works to trees as per submitted schedule (Simon Aylmer & Associates, 17 November 2015)

Date Decision Issued : 14/09/2016

Decision :No objections

Reference: 2019/1098

Refer to tree report dated 20/05/2019 with agreed amended to works to T60 whereby T60 Horse Chestnut will only have a climbing inspection.

Date Decision Issued : 26/06/2019

Decision :No objections

Reference: 1996/0535

Change of use from parish hall to recording studio

Date Decision Issued : 19/07/1996

Decision :Approval with Conditions

(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

(j) building regulations approval

None

**Informative**

*1.1j The Councils computerised records of Building Regulation approvals does not extend back before October 1990 and this reply covers only the period since that date. Prior records would have to be searched manually at additional cost.*

*IN (Initial Notice) applications. Certificates and approvals for these applications are not held by South Norfolk Council.*

(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**

*1.1l Certificates and approvals for competent person schemes are not held by South Norfolk Council.*

**Informative**

*(1) This reply does not cover other properties in the vicinity of the property. (2) Copies of documents issued by, or held by CNC Building Control, on behalf of the South Norfolk Council are available on written request. (3) If an approved Inspector's Initial Notice is listed with no matching Final Certificate listed, the seller or developer should be asked to provide evidence of compliance with Building Regulations. CNC Building Control is unable to provide copies of Final Certificates, which should be obtained from the Approved Inspector.*

**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?**

Open Countryside  
Norwich Southern Bypass Protect Zone  
Norwich Policy Area  
Flood Zone 2  
Flood Zone 3

**Informative**

*This reply reflects policies or proposals in any existing development plan and in any formally proposed alterations or replacement plan, but does not include policies contained in planning guidance notes*

*The **Joint Core Strategy (JCS)** sets the overarching strategy for growth across Norwich, Broadland and South Norfolk up to 2016. It identifies key locations for housing and employment growth and sets out policies to ensure that future development is sustainable. The JCS was adopted in March 2011, with amendments (relating to housing growth in Broadland) adopted in January 2014. The JCS forms part of South Norfolk Development Plan.*

*Other documents which make up the South Norfolk Development Plan include;*

***Site Allocations and Policies Document (October 2015)** which designates areas of land to deliver housing, employment, recreation, open spaces and community uses and defines development boundaries around sustainable settlements.*

***Development Management Policies Document (October 2015)** which contains policies used to assess planning applications and guide development proposals to ensure the delivery of high quality sustainable developments across South Norfolk.*

***Wymondham Area Action Plan (October 2015)** which allocates a minimum of 2,200 new homes and a further 20 hectares of employment land balanced with protecting the 'Ketts Country Landscape' and conserving the landscape setting of the town and abbey, including maintaining the open land between Wymondham and Hethersett.*

***Long Stratton Area Action Plan (May 2016)** which allocates a minimum of 1,800 new homes, a corridor for a new bypass, 12 hectares of employment land, an enhanced town centre and supporting infrastructure. The delivery of a bypass is key to the future of Long Stratton.*

*A **Cringleford Neighbourhood Plan** was adopted in February 2014 which provides for 1,200 new dwellings. A **Mulbarton Neighbourhood Plan** was adopted in February 2016. Neighbourhood Plans are also currently being prepared for **Easton** and **Long Stratton**.*

*For further information about the documents which make up the South Norfolk Development Plan can be found on the Council's website at [www.south-norfolk.gov.uk](http://www.south-norfolk.gov.uk)*

## **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

THE STREET is maintainable within the meaning of the Highways Act 1980

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

None

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

None

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

---

None

**Informative**

*If a road, footpath or footway is not a highway, there may be not right to use it. The Council cannot express an opinion, without seeing the title plan of the property and carrying out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.*

**Public rights of way**

**2.2 Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?**

No

**Informative**

*The definitive map does not show every public footpath or byway.*

**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

**Informative**

*The definitive map does not show every public footpath or byway.*

**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

**Informative**

*The definitive map does not show every public footpath or byway.*

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

Not applicable

**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)?

The Council does not hold accurate information on SUDs features, which may or may not be installed at the property, some information may be available on the relevant planning permissions for the site, if applicable.

We recommend that the question is referred back to the property/land owner who may hold further information.

Planning Decision Notices and associated documentation are available to view on South Norfolk Council website <https://info.south-norfolk.gov.uk/online-applications/> by inserting the planning application number.

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

Any specific SUDs features located on individual properties may be identified on final construction drawings produced by the developer and transferred to legal property deeds.

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

Long term management and any financial arrangements for maintenance of SUDs is the responsibility of the developer/land owner, who may choose to make arrangements for financial contributions towards SUDs maintenance from property owners.

### **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

No

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

No

(d) the outer limits of:

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:-

No

### 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

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

There is a proposed new railway within Norfolk County Council's local authority area  
Scheme description:  
Mid Norfolk Railway Extension Scheme from Dereham to County School  
For more details please contact:  
Mid Norfolk Railway  
01362 851723

### 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

This reply only relates to Norfolk County Council and as the property is within 200 metres of the boundary with Norwich City Council. Further enquiries should be made via City Engineers Department DX5278 (Norwich).

No - but in some circumstances, Road Closure Orders, 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.

(b) waiting or loading restrictions

None

(c) one way driving

None

(d) prohibition of driving

None

(e) pedestrianisation

None

(f) vehicle width or weight restriction

---

None

(g) traffic calming works including road humps

None

(h) residents parking controls

None by Norfolk County Council

(i) minor road widening or improvement

None

(j) pedestrian crossings

None

(k) cycle tracks

None

(l) bridge building

None

**Informative**

*In some circumstances road closure 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.*

**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

(b) environment

No

(c) health and safety

No

(d) housing

No

---

(e) highways

No

(f) public health

No

(g) flood and coastal erosion risk management

A statutory notice has not been served in relation to this property with regards to either section 21, 24 or 25 - Land Drainage Act 1991. No designation, consent or enforcement notice to designate or regulate activities on designated structures or features that affect flood risk have been served on this property by Norfolk County Council under Sched. 1 of the Flood and Water Management Act 2010 (FWM Act 2010). Please note: 1) The above information is limited to the data we hold as a Lead Local Flood Authority in pursuance of our duties under the FWM Act 2010 and the Land Drainage Act 1991. 2) This search relates to notices issued by NCC since commencement of this function in April 2012. There may be notices issued by other Risk Management Authorities in relation to this property. These include: 1) Internal Drainage Boards (ordinary watercourses across 20% of Norfolk) 2) District Councils (coastal erosion) 3) Environment Agency (main rivers, coastal flooding & large raised reservoirs)

### **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

None

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

None

### **3.10 Community infrastructure levy (CIL)**

(a) Is there a CIL charging schedule?

South Norfolk Council implemented a charging schedule on 1 May 2014

(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:-

(i) a liability notice?

No.

(ii) a notice of chargeable development?

No.

(iii) a demand notice?

No.

(iv) a default liability notice?

No.

---

(v) an assumption of liability notice?

No.

(vi) a commencement notice?

No.

(c) Has any demand notice been suspended?

No

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

No

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

No

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

No

(g) Has a liability order been granted?

No

(h) Have any other enforcement measures been taken?

No

### **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

The only areas which were made before 1974 are Bawburgh, Diss, Saxlingham Green and Shotesham

(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

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

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 Council 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?**

No

**3.15 Assets of Community Value**

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

No

(b) If the property is listed:

No

*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.*

---

## Optional Enquiries

### PARKS AND COUNTRYSIDE

#### Areas of Outstanding Natural Beauty

**7.1. Has any order under s.82 of the Countryside and Rights of Way Act 2000 been made?**

No  
No

#### National Parks

**7.2. Is the property within a National Park designated under s.7 of the National Parks and Access to the Countryside Act 1949?**

No  
No

### PIPELINES

**8. Has a map been deposited under s.35 of the Pipelines Act 1962, or Schedule 7 of the Gas Act 1986, showing a pipeline laid through, or within 100 feet (30.48 metres) of the property?**

Yes, for further information please contact Cadent Gas, email - [plantprotection@cadentgas.com](mailto:plantprotection@cadentgas.com) Telephone; 0800 688 588

### HAZARDOUS SUBSTANCE CONSENTS

**17.1. Please list any entries in the Register kept pursuant to s.28 of the Planning (Hazardous Substances) Act 1990.**

See question 1.1

**17.2. If there are any entries:**

(a) How can copies of the entries be obtained?

Not applicable

(b) Where can the Register be inspected?

Not Applicable

### COMMON LAND AND TOWN OR VILLAGE GREEN

**22.1. Is the property, or any land which abuts the property, registered common land or town or village green under the Commons Registration Act 1965 or the Commons Act 2006?**

No

**22.2. Is there any prescribed information about maps and statements, deposited under s.15A of the Commons Act 2006, in the register maintained under s.15B(1) of the Commons Act 2006 or under s.31A of the Highways Act 1980?**

The register of maps, statements and declarations may be viewed at the following link <https://www.norfolk.gov.uk/out-and-about-in-norfolk/public-rights-of-way/register-of-declarations-and-deposits/about-register-of-declarations-and-deposits>.

---

**22.3. If there are any entries, how can copies of the matters registered be obtained and where can the register be inspected?**

The Register is held at the offices of Norfolk County Council, Community and Environmental Department, County Hall, Martineau Lane, Norwich, NR1 2SG Telephone No. 01603 222957 DX 135927 Norwich 13. If you wish to inspect the register we recommend that you telephone in advance for an appointment.

## REGISTER OF LOCAL LAND CHARGES OFFICIAL CERTIFICATE OF SEARCH

**Search Reference:** 2019/02107  
**NLIS Reference:** 1CH\_ESRI:28309985000  
**Date:** 04-Nov-2019

**Applicant:**  
SearchFlow Limited  
  
NLIS HUB,  
42 Kings Hill Avenue  
Kings Hill  
WEST MALLING  
Kent  
ME19 4AJ

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:**  
Old Church Hall  
The Street  
Trowse  
Norwich  
NR14 8SX

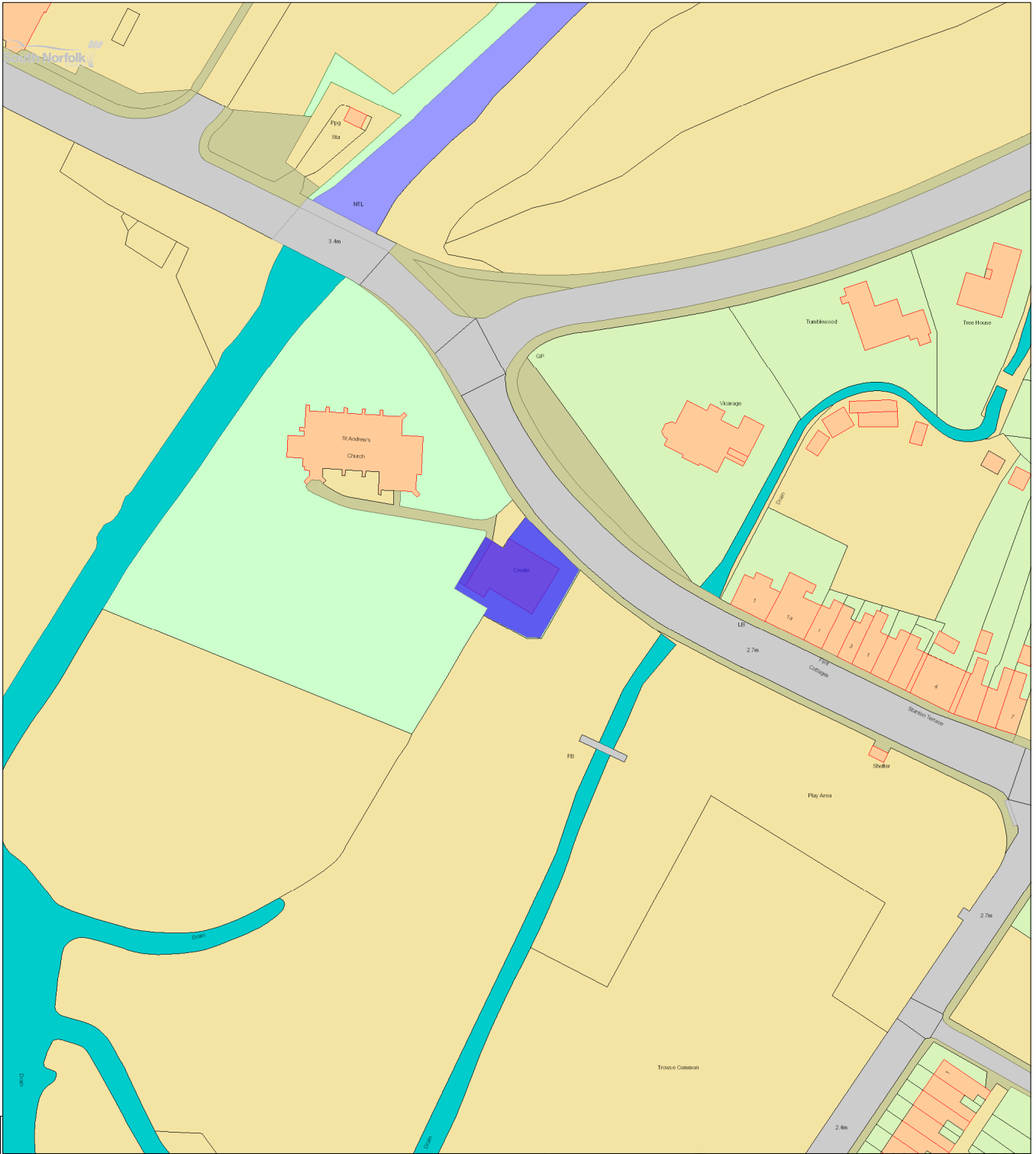
**Additional Properties:** None


It is hereby certified that the search requested above reveals the 4 registrations described in the Schedule(s) hereto up to and including the date of this certificate.

**Signed:** 

On behalf of **South Norfolk Council**

Date: 04 November 2019



	
<b>Search Reference:</b> 2019/02107 1CH_ESRI:28309985000	South Norfolk Council South Norfolk House, Swan Lane Long Stratton, Norwich NR15 2XE Tel: (01508) 533633 Fax: (01508) 533625
<b>Property Address:</b> Old Church Hall The Street Trowse Norwich NR14 8SX	
© Crown copyright and database right 2015-2011 to date Ordnance Survey Licence no 100019483	

**Date:**

04-Nov-2019

**Scale:**

1: 1250



---

## LOCAL LAND CHARGES VAT RECEIPT

**VAT Receipt Number:** 2019/02107

**VAT Receipt Date:** 04-Nov-2019

**Applicant:** SearchFlow Limited  
NLIS HUB,  
42 Kings Hill Avenue  
Kings Hill  
WEST MALLING  
Kent  
ME19 4AJ

**Search Reference:** 2019/02107  
**Online Reference:** 1CH\_ESRI:28309985000  
**Online Source:** NLIS  
**Search Date:** 23-Oct-2019

**Search Property:** Old Church Hall  
The Street  
Trowse  
Norwich  
NR14 8SX

Product Description				
Service Description	VAT Rate %	NET Amount	VAT Amount	Total Amount
	<b>Totals</b>	£0.00	£0.00	£0.00

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

## Report Details

Report Number

7975245

Issue Date

23/10/2019

Client Ref

WF/131401.0397

Address

Old Church Hall, The Street, Trowse, Norwich, Norfolk, NR14 8SX

The above address is located within the historical boundary of a tithe district within a parish which continues to have a potential chancel repair liability based upon historical parish boundary data and the relevant Inland Revenue Indices held by The National Archives.

No-one involved in the production of this report has any relationship with any party involved in the sale of the property.

This service is only available for properties in England and Wales. The data used to identify potential risk is derived from a comprehensive academic study of historical boundaries relating to parishes and documentation pertaining to potential chancel repair liability held at The National Archives.

It should be noted that this service searches against a 25 metre radius from the identified address point of the subject building in order to establish the location in respect of the relevant historical boundary.

**ChancelSure**® provides market leading indemnity insurance for chancel repair liability. **ChancelSure**® is available online via our website at [www.clsi.co.uk/propertyinsight](http://www.clsi.co.uk/propertyinsight).

**ChancelSure**® (indemnity insurance for chancel repair liability) offers diminution in value and a 200% escalator clause as standard – in perpetuity cover is also available. For lender complaint insurance policies (no cover notes, orders returned within 30 seconds via email with invoice that is payable by BACS or cheque within 14 days) log onto [www.clsi.co.uk/propertyinsight](http://www.clsi.co.uk/propertyinsight).

**ChancelCheck**® is provided with the benefit of a Search Insurance policy offering cover up to a market value of £2m where pre-existing matter adversely affects the result of the **ChancelCheck**® provided on the property.

## Terms and Conditions

This Report is prepared by CLS Property Insight Limited ('CLS') and is subject to the following Terms and Conditions:

Business Clients Visit: <https://www.clsi.co.uk/assets/documents/TermsConditions-B2B.pdf>

## ChancelCheck® Guidance Note

---

### Chancel Repair Liability Background

---

Chancel repair liability is a medieval anomaly whereby the Church of England and Wales was granted powers to charge those owning “rectorial land” for the upkeep of the chancel of some Parish Churches.

Chancel repair liability affects millions of acres in England and Wales and is still deemed a usual and necessary search by conveyancers.

Chancel repair liability can still be attached to land regardless of whether or not the liability is noted against the title, making the prospective risk unquantifiable.

The Church continues to actively register their interest, to protect their right to charge for chancel repair liability in perpetuity.

### ChancelCheck® Identifies the Problem

---

#### ChancelCheck®

**ChancelCheck®** is an online, low cost (£20 + VAT) screening report designed to inform the Homebuyer of any potential chancel repair liability. It is in accordance with the Conveyancing and CML Handbooks.

#### Certificate

If the area of land selected falls within a parish that does not have the ability to claim for chancel repair liability, the search will be returned as a Certificate.

#### Report

If the area of land selected falls within a parish that has the ability to claim for chancel repair liability, a potential liability will be returned and the search will come back as a Report. ***Where an issue has been identified, ChancelSure® is available to cover the potential risk.***

*NB. ChancelCheck® does not publish the relevant parish name to deter contacting the Church. Doing so will put the Church on notice of a potential liability and may lead to negating insurance cover.*

### ChancelSure® Offers a Solution

---

#### ChancelSure®

**ChancelSure®** is the market leading chancel repair indemnity product, providing comprehensive protection and security for the homeowner where a potential chancel liability has been identified. **ChancelSure®** offers a cost effective solution, protecting the owner/occupier, mortgagee, lessees and successors if required. **ChancelSure®** policies have been specifically designed to work in conjunction with **ChancelCheck®** and are fully compliant with lender requirements.

**ChancelSure®** premiums start at £40.00 including IPT, a schedule of online premiums is provided overleaf.

#### Insurer Details

Offers one of the highest and most consistently-rated security, A-, available through AmTrust International Underwriters Designated Activity Company (DAC).

#### Expert Underwriters

The policies are underwritten by AmTrust International Underwriters Designated Activity Company (DAC) and fully compliant with the requirements of Part II of the CML Handbook.

#### Period of Cover

Cover is offered for 25, 35 years or in perpetuity. **ChancelSure®** policies offer full value indemnity insurance against claims and legal costs of up to £3m. All **ChancelSure®** policies include diminution of value cover.

#### Bespoke Policies

Bespoke policies are available for larger areas, higher limits of indemnity, when there is prior knowledge of a risk, a Unilateral Notice registered or a caution lodged against the title. Email [info@clspropertyinsight.co.uk](mailto:info@clspropertyinsight.co.uk) for any enquiries.

#### Samples

To download a sample policy, please visit [www.cls.co.uk/propertyinsight](http://www.cls.co.uk/propertyinsight).

## ChancelSure® Insurance Policy Premiums

ChancelSure® is the market leading chancel repair indemnity product, providing comprehensive protection and security for the homeowner where a potential chancel liability has been identified. CLS Property Insight Limited underwrites ChancelSure® policies on behalf of AmTrust International Underwriters Designated Activity Company (DAC) and therefore offers one of the highest and most consistently-rated security available in the UK Title Indemnity market (A- rated per A.M. Best's Rating).

The figures quoted below are our standard one-off policy premiums (including IPT) which will apply to most properties. However, as chancel repair liability is a fluctuating risk, these figures may alter for some properties. In addition, we periodically review our underwriting data and may carry out further assessment before confirming the availability of cover. For a draft policy, please visit our website [www.clsl.co.uk/propertyinsight](http://www.clsl.co.uk/propertyinsight) or contact our Underwriting Team at [info@clspropertyinsight.co.uk](mailto:info@clspropertyinsight.co.uk).

ChancelSure® offers diminution in value and a 200% escalator clause as standard, with 25 year, 35 year and in perpetuity terms available. For lender compliant insurance policies (no cover notes with invoices payable by BACS or cheque within 14 days) log onto [www.clsl.co.uk/propertyinsight](http://www.clsl.co.uk/propertyinsight).

### Residential Property (25 Years)

Limit of Indemnity	Residential Non Successor < 5 acres	Residential Successor < 5 acres	Residential Non Successor 5 – 10 acres	Residential Successor 5 – 10 acres
£100,000	£40.00	£65.00	£50.00	£90.00
£250,000	£54.00	£95.00	£75.00	£125.00
£500,000	£75.00	£125.00	£110.00	£150.00
£1,000,000	£94.00	£140.00	£130.00	£165.00
£1,500,000	£130.00	£175.00	£150.00	£195.00
£2,000,000	£150.00	£190.00	£175.00	£215.00
£2,500,000	£175.00	£210.00	£225.00	£275.00
£3,000,000	£210.00	£250.00	£275.00	£325.00

### Residential Property (35 Years)

Limit of Indemnity	Residential Successor < 5 acres	Residential Successor 5 - 10 acres
£100,000	£80.00	£105.00
£250,000	£120.00	£145.00
£500,000	£145.00	£165.00
£1,000,000	£160.00	£185.00
£1,500,000	£185.00	£210.00
£2,000,000	£210.00	£240.00
£2,500,000	£225.00	£300.00
£3,000,000	£325.00	£423.00

### Residential Property (In Perpetuity)

Residential Successor < 5 acres	Residential Successor 5 – 10 acres
£90.00	£125.00
£140.00	£165.00
£165.00	£180.00
£180.00	£215.00
£215.00	£240.00
£240.00	£300.00
£265.00	£350.00
£363.00	£472.00

### Bespoke Policies

Bespoke policies are available for larger areas, higher limits of indemnity, when there is prior knowledge of a risk, a Unilateral Notice registered or a caution lodged against the title.

Please contact our underwriting team by email [info@clspropertyinsight.co.uk](mailto:info@clspropertyinsight.co.uk).

## ChancelSure® Insurance Policy Premiums

### Commercial Property (25 Years)

Limit of Indemnity	Commercial Non Successor < 3 acres	Commercial Non Successor 3 – 5 acres	Commercial Non Successor 5 – 10 acres
£250,000	£130.00	£200.00	£250.00
£500,000	£220.00	£400.00	£550.00
£750,000	£450.00	£600.00	£750.00
£1,000,000	£500.00	£800.00	£900.00
£1,500,000	£700.00	£1,000.00	£1,300.00
£2,000,000	£1,250.00	£1,350.00	£1,500.00
£2,500,000	£1,400.00	£1,550.00	£1,700.00
£3,000,000	£1,600.00	£1,750.00	£1,900.00

### Commercial Property (25 Years)

Limit of Indemnity	Commercial Successor < 3 acres	Commercial Successor 3 – 5 acres	Commercial Successor 5 – 10 acres
£250,000	£200.00	£300.00	£375.00
£500,000	£320.00	£600.00	£700.00
£750,000	£625.00	£850.00	£950.00
£1,000,000	£680.00	£1,100.00	£1,150.00
£1,500,000	£950.00	£1,250.00	£1,500.00
£2,000,000	£1,500.00	£1,750.00	£2,000.00
£2,500,000	£1,750.00	£2,000.00	£2,200.00
£3,000,000	£1,900.00	£2,150.00	£2,350.00

### Bespoke Policies

Bespoke policies are available for larger areas, higher limits of indemnity, when there is prior knowledge of a risk, a Unilateral Notice registered or a caution lodged against the title.

Please contact our underwriting team by email [info@clspropertyinsight.co.uk](mailto:info@clspropertyinsight.co.uk).

## PCCB Guidance Note

### IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by CLS Property Insight Limited, 17 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4UA (Call: 01732 753 910, Email: [info@clspropertyinsight.co.uk](mailto:info@clspropertyinsight.co.uk)).

CLS Property Insight Limited is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code.

#### The Search Code

- provides protection for homebuyers, sellers, estate agents, conveyancers, and mortgage lenders, who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom.
- sets out minimum standards which firms compiling and selling search reports have to meet.
- promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals.
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

#### Core Principles

Search providers which subscribe to the Code will:

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

#### Complaints

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

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

#### TPO's Contact Details:

The Property Ombudsman scheme; Milford House, 43-55 Milford Street Salisbury, Wiltshire, SP1 2BP. (Call: 01722 333 306, Fax: 01722 332 296, Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk), Website: [www.tpos.co.uk](http://www.tpos.co.uk)).

You can also get more information about the PCCB from [www.propertycodes.org.uk](http://www.propertycodes.org.uk)

PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE FULL SEARCH CODE

## CLS Complaint Resolution Procedure

If you have a complaint regarding our services or products, please send the details to:  
CLS Property Insight Limited, 17 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4UA (Call: 01732 753 910 Email: [complaints@clspropertyinsight.co.uk](mailto:complaints@clspropertyinsight.co.uk)).



Your complaint will be acknowledged within 5 working days of receipt and you should receive a written response within 20 working days. Where this is not possible, we will inform you of the reasons why and give an indication of when you should expect a response. If you have not received a response within 40 working days of original receipt of the complaint or you are not happy with the response given you may take one of the following actions:

- If your complaint is in relation to our search products you may refer your complaint to:  
The Property Ombudsman scheme; Milford House, 43-55 Milford Street Salisbury, Wiltshire, SP1 2BP. (Call: 01722 333 306, Fax: 01722 332 296, Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk), Website: [www.tpos.co.uk](http://www.tpos.co.uk)).
- If your complaint is in relation to our insurance products you may refer your complaint to:  
Financial Ombudsman Service; Exchange Tower, Harbour Exchange Square, London, E14 9SR. (Call: 020 7964 1000, Fax: 020 7964 1001, Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)).
- For details of the additional protection and benefits provided by commissioning a code compliant search product from an IPSA registered member please visit [www.search-code.co.uk](http://www.search-code.co.uk).

## Commercial Property Standard Enquiries

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

#### Conditions

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

**Seller:** **Norwich Diocesan Board Of Finance Limited**

**Buyer:**

**Property:** **Old Church Hall, The Street, Trowse, Norwich**

**Development (if appropriate):** N/A

**Transaction:** **Auction sale**

**Seller's solicitors:** **Birketts LLP, Kingfisher House, 1 Gilders Way, Norwich, NR3 1UB**

**Buyer's solicitors:**

**Date:**

#### Interpretation

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

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

- **Rights:** means any covenants, agreements, rights, restrictions, or informal arrangements of any kind (including any which are in the course of being acquired).
  - **SDLT:** includes Land Transaction Tax where the Property is in Wales, and references to HMRC include the Welsh Revenue Authority where relevant.
  - **Seller:** includes landlord and prospective landlord.
2. The replies to the enquiries will be given by the Seller and addressed to the Buyer. Unless otherwise agreed in writing, only the Buyer and those acting for it may rely on them.
- References in these enquiries to "**you**" mean the Seller and to "**we**" and "**us**" mean the Buyer.
  - In replies to the enquiries, references to "**you**" will be taken to mean the Buyer and to "**we**" and "**us**" will be taken to mean the Seller.
3. The replies are given without liability on the part of the Seller's solicitors, its members, partners, employees, consultants or other staff.
4. The Buyer acknowledges that even though the Seller will be giving replies to the enquiries, the Buyer should still inspect the Property, have the Property surveyed, investigate title and make all appropriate searches and enquiries of third parties.
- 5. In replying to each of these enquiries and any supplemental enquiries, the Seller acknowledges that it is required to provide the Buyer with copies of all documents and correspondence and to supply all details relevant to the replies, whether or not specifically requested to do so.**
6. The Seller confirms that pending exchange of contracts or, where there is no prior contract, pending completion of the Transaction, it will notify the Buyer on becoming aware of anything which may cause any reply that it has given to these or any supplemental enquiries to be incorrect.



# Practical Law

## CONTENTS

---

### CLAUSE

1.	BOUNDARIES AND EXTENT .....	4
2.	RIGHTS BENEFITING THE PROPERTY .....	5
3.	ADVERSE RIGHTS AFFECTING THE PROPERTY.....	5
4.	PHYSICAL CONDITION .....	6
5.	CONTENTS.....	7
6.	UTILITIES AND SERVICES.....	8
7.	FIRE SAFETY AND MEANS OF ESCAPE.....	8
8.	PLANNING AND BUILDING REGULATIONS .....	9
9.	STATUTORY AGREEMENTS AND INFRASTRUCTURE.....	10
10.	STATUTORY AND OTHER REQUIREMENTS .....	10
11.	ENVIRONMENTAL.....	11
12.	OCCUPIERS.....	12
13.	INSURANCE .....	12
14.	RATES AND OTHER OUTGOINGS.....	13
15.	NOTICES.....	14
16.	DISPUTES .....	14
17.	SDLT ON ASSIGNMENT OF A LEASE.....	14
18.	DEFERRED PAYMENT OF SDLT .....	15
19.	VAT.....	15
20.	CAPITAL ALLOWANCES .....	16

## 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?

Not so far as the Seller is aware, however no warranty is given and the Buyer should rely on their own inspection and searches.

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

Not so far as the Seller is aware, however no warranty is given and the Buyer should rely on their own inspection and searches

- 1.3 In relation to each of the Boundary Features:

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

The Seller has maintained all of the boundary features at the Property. So far as the Seller is aware, none of the boundary features are party structures and there have been no agreements for their maintenance or any party wall awards or agreements for the Property.

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

Not so far as the Seller is aware, however no warranty is given and the Buyer should rely on their own inspection and searches

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

The Property is situated to the east of St Andrew's Church which is occupied by the Diocese generally. The Church lays to the west of commons land which it is believed has the benefit of planning permission for a temporary car park to be used on Sundays for Sunday Service.

## **2. RIGHTS BENEFITING THE PROPERTY**

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

Not so far as the Seller is aware, however no warranty is given and the Buyer should rely on their own inspection and searches.

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

Not applicable.

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

Not so far as the Seller is aware, however no warranty is given and the Buyer should rely on their own inspection and searches.

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

Pedestrian access is via a gate on the northern boundary of the Property onto The Street, Trowse. There is no vehicular access at the Property.

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

Not so far as the Seller is aware, however no warranty is given and the Buyer should rely on their own inspection and searches.

## **3. ADVERSE RIGHTS AFFECTING THE PROPERTY**

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

None so far as the Seller is aware, however no warranty is given and the Buyer should rely

on their own inspection and searches.

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

Not applicable.

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

None so far as the Seller is aware, however no warranty is given and the Buyer should rely on their own inspection and searches.

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

None so far as the Seller is aware, however no warranty is given and the Buyer should rely on their own inspection and searches.

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

Not so far as the Seller is aware, however no warranty is given and the Buyer should rely on their own inspection and searches.

#### 4. PHYSICAL CONDITION

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

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

The Buyer should rely on their own inspection of the Property.

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

No.

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

Not so far as the Seller is aware, however no warranty is given and the Buyer should rely on their own inspection and searches.

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

Not applicable.

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

Not applicable.

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

In so far as the Seller is aware, the conduits, fixtures, plant and equipment in or serving the Property is in working order but no warranty is given as to this or their condition and the Buyer should rely on their own inspection of the Property.

## 5. CONTENTS

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

The Property is sold as seen.

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

The Property is sold as seen.

**6. UTILITIES AND SERVICES**

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

The Property benefits from mains supplies of electricity, water and drainage.

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

The Seller does not know the route of the utilities.

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

No.

6.4 Please provide:

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

Available on request.

6.5 Are any of the electricity meters serving the Property half hourly meters settled on the half hourly market?

No.

**7. FIRE SAFETY AND MEANS OF ESCAPE**

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

The means of escape from the Property is via a fire exit the location of which will be obvious on inspection.

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

Not so far as the Seller is aware, however no warranty is given and the Buyer should rely

on their own inspection and searches.

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

Not so far as the Seller is aware, however no warranty is given and the Buyer should rely on their own inspection and searches.

## 8. PLANNING AND BUILDING REGULATIONS

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

Not so far as the Seller is aware, however no warranty is given and the Buyer should rely on their own inspection and searches.

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

The building is curtilage listed.

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

None.

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

Planning Permission was granted for a change of use from Office/Studio (B1/B2) to Hall (D1) under Permission Reference: 2014/0465.

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

As above.

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

All relevant planning documents are available from South Norfolk District Council.

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

The Seller has not made any applications for any planning permissions affecting the Property which are yet to be determined however no warranty is given and the Buyer should rely on their own inspection and searches.

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

The Seller is aware that the commons land to the east of the Property has the benefit of planning permission for temporary parking

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

Not so far as the Seller is aware, however no warranty is given and the Buyer should rely on their own inspection and searches.

## 9. STATUTORY AGREEMENTS AND INFRASTRUCTURE

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

Not so far as the Seller is aware, however no warranty is given and the Buyer should rely on their own inspection and searches.

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

Not so far as the Seller is aware, however no warranty is given and the Buyer should rely on their own inspection and searches.

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

Not so far as the Seller is aware, however no warranty is given and the Buyer should rely on their own inspection and searches.

## 10. STATUTORY AND OTHER REQUIREMENTS

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

Not so far as the Seller is aware, however no warranty is given and the Buyer should rely



on their own inspection and searches.

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

Available on request.

10.3 If the answer to enquiry 10.2 is yes

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

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

Not applicable.

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

The Property does not require an Energy Performance Certificate as it is listed by curtilage.

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

Not applicable.

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

Not applicable – the Property does not have an air conditioning system.

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

None so far as the Seller is aware.

## 11. ENVIRONMENTAL

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

The Seller does not have any reports.

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

None so far as the Seller is aware, however no warranty is given and the Buyer should rely on their own inspection and searches.

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

Not so far as the Seller is aware.

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

None so far as the Seller is aware, however no warranty is given and the Buyer should rely on their own inspection and searches.

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

None so far as the Seller is aware, however no warranty is given and the Buyer should rely on their own inspection and searches.

## 12. OCCUPIERS

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

No.

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

The Property became vacant at the end of August 2019 when the lease to the tenant came to an end.

## 13. INSURANCE

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

The Seller has been able to obtain insurance cover for the Property at rates and exclusions the Seller believes normal.

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

In so far as the Seller is aware there are no outstanding insurance claims at the Property.

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

The Buyer is to insure the Property from the auction date.

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

The Seller is not aware of any other insurance policies relating to the Property.

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

No breaches so far as the Seller is aware of, but no warranty is given.

#### **14. RATES AND OTHER OUTGOINGS**

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

None so far as the Seller is aware.

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

Not applicable.

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

Not so far as the Seller is aware but no warranty is given.

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

Please see the Sales Particulars for business rates

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

Not applicable.

## 15. NOTICES

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

None received so far as the Seller is aware but no warranty is given and the Buyer should rely on their own inspection and searches of the Property.

## 16. DISPUTES

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

There are no disputes so far as the Seller is aware but the Buyer should rely on their own inspection of the Property.

## 17. SDLT ON ASSIGNMENT OF A LEASE

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

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

Not applicable.

17.2 Is there any potential or actual outstanding SDLT liability, including any resulting from the settlement or determination of any rent reviews or other provision for

varying the rent or settlement or determination of any contingent, uncertain or unascertained rents?

Not applicable.

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

Not applicable.

#### 18. DEFERRED PAYMENT OF SDLT

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

Not applicable.

#### 19. VAT

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

Not applicable.

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

Not applicable.

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

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

Not applicable.

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

- (a) the option notice given to HMRC, together with a copy of HMRC's acknowledgement; or

- (b) evidence of the reason that compulsory standard-rating applies to this transaction.

Not applicable.

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

Not applicable.

**20. CAPITAL ALLOWANCES**

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

Not applicable.

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

Not applicable.

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.



## Official copy of register of title

Title number NK361423

Edition date 19.07.2007

- This official copy shows the entries on the register of title on 16 OCT 2019 at 18:58:09.
- 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 Oct 2019.
- 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, Kingston Upon Hull Office.

### A: Property Register

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

NORFOLK : SOUTH NORFOLK

- 1 (19.07.2007) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Old Church Hall, The Street, Trowse, Norwich (NR14 8SX).

### B: Proprietorship Register

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

#### Title absolute

- 1 (19.07.2007) PROPRIETOR: NORWICH DIOCESAN BOARD OF FINANCE LIMITED (Co. Regn. No. 88175) of Diocesan House, 109 Dereham Road, Easton, Norwich NR9 5ES.

#### End of register



**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 October 2019 shows the state of this title plan on 16 October 2019 at 18:58:09. 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, Kingston Upon Hull Office .



©Crown Copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316

