

# **AUCTION PACK**

**PROPERTY:**

**6 Aylsham Crescent, Norwich, Norfolk, NR3 2RZ**



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**SPECIAL CONDITIONS OF SALE**

Relating to  
Lot 8

**Freehold land and buildings known as 6 Aylsham Crescent, Norwich,  
Norfolk, NR3 2RZ  
("the Property")**

1. The Property is sold subject to the Common Auction Conditions (Fourth Edition) (**"the Conditions"**) as amended as set out in paragraph 16 of these Conditions and so far as such Conditions are not inconsistent with the following conditions. Where the context so admits terms used or defined in these Conditions have the same meaning when used in the Conditions.
2.
  - 2.1 The Sellers are Hornbuckle Mitchell Trustees Limited, David William Hughff, Michael William Chapman and Scott Barry Pinching of 295 Aylsham Road, Norwich, NR3 2RY
  - 2.2 The Seller's Solicitors are Clapham & Collinge LLP of St Catherine's House, All Saints Green, Norwich NR1 3GA (Ref: JC/S01012.0059)
  - 2.3 The Seller will sell with limited title guarantee.
3. The Property is sold with vacant possession.
4. The covenant set out in Section 2(1)(b) Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to costs arising from:
  - 4.1 the Buyer's failure to make all proper searches; or
  - 4.2 the Buyer's failure to raise requisitions on title or on the results of the Buyer's searches prior to the date of this agreement.
5. No VAT option has been made in respect of the Property and the Seller agrees not to make one.
6. The Buyer shall upon completion reimburse the Seller:
  - 6.1 the fees (inclusive of VAT) for all searches obtained prior to the Auction; and
  - 6.2 the Auction listing fee.

7. The Seller shall not be required to prove ownership of any boundary feature.
8. The Buyer acknowledges that:
  - 8.1 he has inspected the Property and purchases it with full knowledge of its actual state and condition and takes the Property as it stands.
  - 8.2 he has not entered into this agreement in reliance on any statements contained in the auction particulars and general remarks and stipulations prepared by the agents or these Conditions and that he has satisfied himself as to the correctness of each of these statements by inspection of the Property or otherwise;
  - 8.3 the Seller gives no warranty as to the authorised use of the Property for planning purposes.
9. The Buyer irrevocably and unconditionally waives any right that the Buyer may have to claim damages for any misrepresentation or warranty not contained in this agreement unless such misrepresentation or warranty either:
  - 9.1 was made fraudulently; or
  - 9.2 was not capable of independent verification and was made in writing by the Seller's Solicitors before the date of this agreement in response to written preliminary enquiries made by the Buyer's solicitors.
10. No incorrect statement error or omission found in the auction particulars or in these Conditions shall annul the sale or entitle the Buyer to be discharged from the Buyer's purchase or to claim any compensation whatsoever.
11. If either party is required to serve on the other notice to complete the party on whom such notice is served shall contribute the sum of £200 plus VAT towards the solicitors' costs incurred by the party serving the notice in respect thereof and the matters incidental thereto. Where the notice is served by the Seller the said payment shall be paid into and form part of the balance purchase money. Where the notice is served by the Buyer the Buyer shall be entitled to deduct the same from the balance purchase money payable on completion.
12. This agreement constitutes the entire agreement between the parties and will not be varied except by written agreement between the parties.
13. The transfer in favour of the Buyer is to contain the following provision:



“The Law of Property (Miscellaneous Provisions) Act 1994 (***“the Act”***) shall have effect as though all matters now recorded in registers open to public inspection are deemed to be within the actual knowledge of the Transferee and the words *“or which ought to be apparent on an inspection of the Property”* had been added to the end of section 3(1) of the Act.”

14. The Standard Conditions shall be amended as follows:
  - 14.1 Condition G.3.1(c) shall be amended by the deletion of the words *“or make other changes to the policy”*.
  - 14.2 Condition G.3.1(d) shall not apply.

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 NK23454

Edition date 02.05.2018

- This official copy shows the entries on the register of title on 25 OCT 2019 at 09:12:53.
- 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 25 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 : NORWICH

- 1 (10.01.1975) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 6 Aylsham Crescent, Norwich (NR3 2RZ).
- 2 The land has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 14 November 1974 referred to in the Charges Register.
- 3 The Conveyance dated 14 November 1974 referred to in the Charges Register contains provisions as to light or air and boundary structures.
- 4 (14.03.2008) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

## 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 (03.10.2007) PROPRIETOR: HORNBUCKLE MITCHELL TRUSTEES LIMITED (Co. Regn. No. 02089815) of Cotton Court, Middlewich Road, Holmes Chapel, Cheshire CW4 7ET and DAVID WILLIAM HUGHFF of The Hollow, Westbourne Road, Coltishall, Norwich, Norfolk and MICHAEL WILLIAM CHAPMAN of Lime Kiln, Rectory Road, Coltishall, Norwich, Norfolk and SCOTT BARRY PINCHING of The Laurels, 4 Coltishall Road, Belaugh, Norwich, Norfolk NR2 8UX.
- 2 (03.10.2007) The price stated to have been paid on 24 September 2007 was £210,000.
- 3 (03.10.2007) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

Title number NK23454

## B: Proprietorship Register continued

- 4 (03.10.2007) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Conveyance of the land in this title dated 14 November 1974 made between (1) John Archer and (2) Robert John Walter Durrant contains restrictive covenants.

*NOTE: Original filed.*

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 20 September 2018 shows the state of this title plan on 20 September 2018 at 12:23:58. 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 .

# HM Land Registry

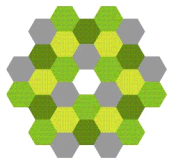
## Official copy of title plan

Title number **NK23454**

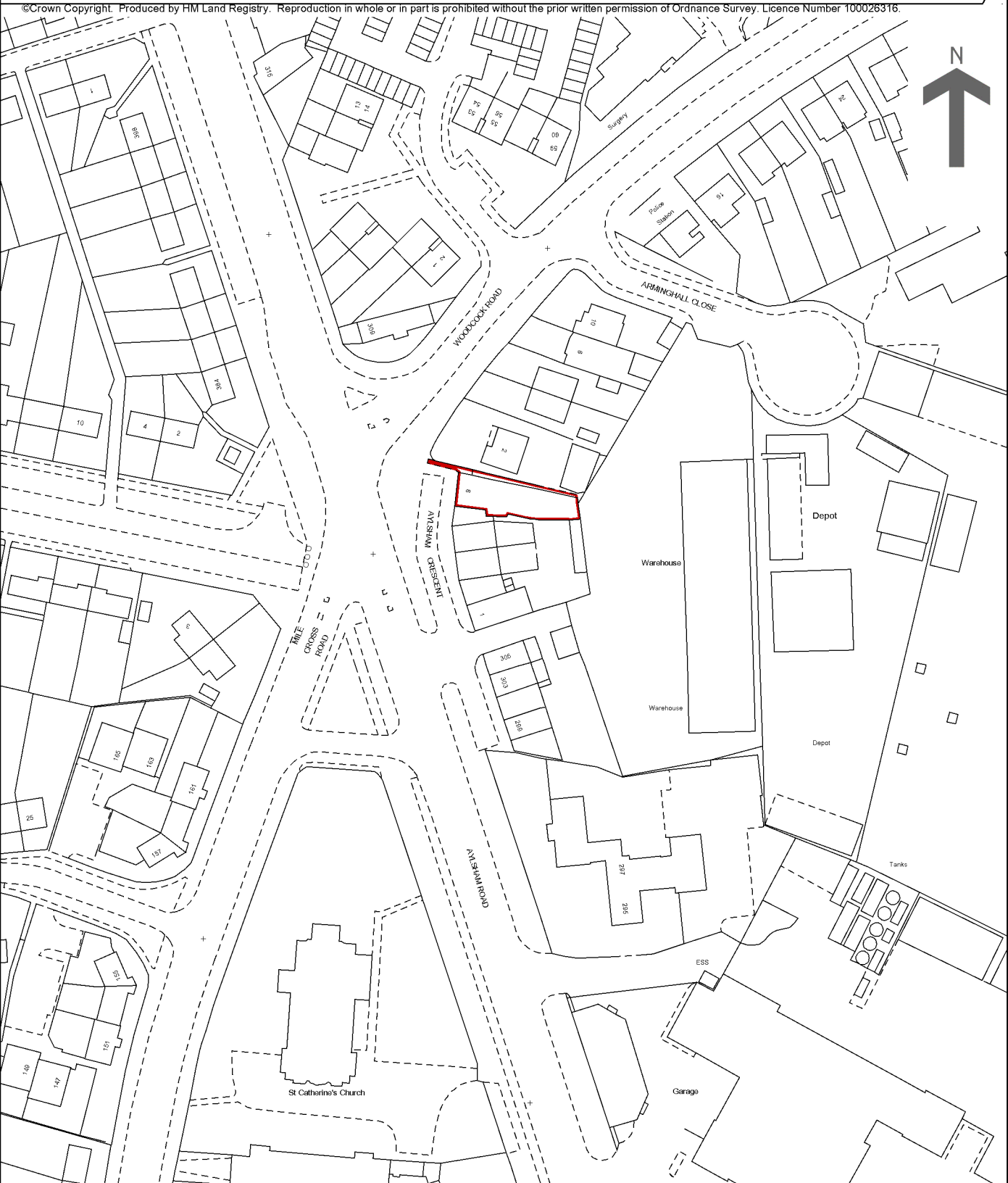
Ordnance Survey map reference **TG2111SE**

Scale **1:1250**

Administrative area **Norfolk : Norwich**



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**These are the notes referred to on the following official copy**

Title Number NK23454

The electronic official copy of the document follows this message.

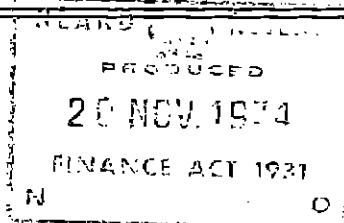
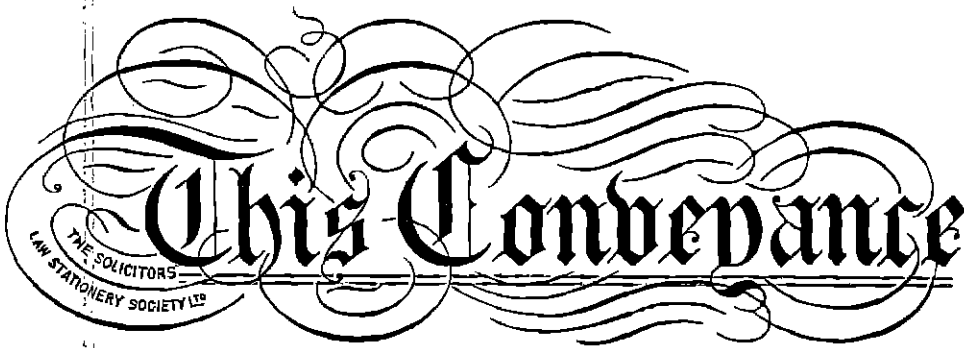
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Please note that this is the only official copy we will issue. We will not issue a paper official copy.

P.D.

D C to  
NCH

18-11-74 93

is made the 14<sup>th</sup> day

of November One thousand nine hundred and seventy four BETWEEN JOHN  
ARCHER of "Fairfield" Station Road Hethersett in the County of Norfolk (hereinafter  
 called "the Vendor") of the one part and ROBERT JOHN WALTER DURRANT ROBERT ANTHONY  
DURRANT MAUREEN OLIVE DURRANT and OLIVE MAUD DURRANT carrying on in partnership  
 together the trade or business of Radio and Television Engineers at 6 Aylsham Crescent  
 Norwich under the style or firm of "R. Durrant" (hereinafter called "the Purchasers")  
 of the other part

WHEREAS :-

- (1) The Vendor is seised of the property hereinafter described for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances and has agreed to sell the same to the Purchasers for the like estate subject as aforesaid but otherwise free from incumbrances at the price of Fifteen thousand pounds
- (2) The said purchase is made by the Purchasers on account and for the purpose of their said partnership trade or business and they are desirous that the said property shall be conveyed to them in manner hereinafter appearing and shall as between themselves be treated as real estate

N O W THIS DEED WITNESSETH as follows :-

1 IN pursuance of the said agreement and in consideration of the sum of Fifteen thousand pounds paid by the Purchasers to the Vendor (the receipt of which sum the Vendor hereby acknowledges) the Vendor as beneficial owner hereby conveys unto the Purchasers ALL THAT lock-up shop and premises situate next to the Aylsham and Woodcock Roads Mile Cross in the City of Norwich and known as 6 Aylsham Crescent Norwich as the same is for the purpose of identification only shown edged red on the plan annexed hereto TOGETHER with the easements and rights more particularly specified in the First Schedule hereto and EXCEPT AND RESERVING unto the Vendor in fee simple for the benefit of his adjoining or neighbouring property shown edged green on the said plan the rights and easements specified in the Second Schedule hereto TO HOLD the same unto the Purchasers in fee simple SUBJECT to the covenants contained in (a) a Conveyance dated





the fourth day of December One thousand nine hundred and fifty four and made between Stewart & Patteson Limited of the first part R.G. Carter Limited of the second part and the Vendor of the third part and (b) a Deed of Grant dated the Twenty Seventh day of September One thousand nine hundred and fifty five and made between the said R.G. Carter Limited of the first part the Vendor of the second part and Grace Withers Ash of the third part so far as the same respectively relate to the property hereby conveyed and are still subsisting and capable of being enforced in relation thereto and (c) the covenant by the Purchasers hereinafter contained

2 THE Purchasers hereby declare as follows :-

(a) The Purchasers shall stand possessed of the property hereby conveyed upon trust to sell the same with power to postpone the sale thereof and to hold the net proceeds of sale thereof and capital moneys arising therefrom and the net income therefrom until sale upon the trusts applicable thereto as part of the assets of the partnership

(b) It shall be lawful for the Purchasers or if any one of them shall have ceased to be a Partner in the said firm for the surviving or continuing Partners or Partner at any time or times to appoint a new trustee or new trustees of this Conveyance and in particular to appoint such new trustee or new trustees in the place of any trustee who shall not at the time of such appointment be a Partner in the said firm as if he were dead

(c) A statement in a Deed purporting to appoint a new trustee or new trustees of this Conveyance in the place of any trustee hereof who is not then a Partner in the said firm to the effect that the trustee who is being replaced has ceased to be a Partner in the said firm shall be conclusive evidence thereof in favour of any person dealing with the trustees for the time being of this deed

(d) The Purchasers or other the trustees for the time being of this deed shall have full power until the expiration of a period of eighty years from the date hereof (which period shall be the perpetuity period applicable hereto) to mortgage charge lease or otherwise dispose of all or any part of the said property with all the powers in that behalf of an absolute owner

3 66 THE Purchasers with the intent and so as to bind (so far as practicable) the property hereby conveyed into whosoever hands the same may come and to benefit and protect the Vendors said adjoining or neighbouring property shown edged green on the

said plan and every part thereof hereby jointly and severally covenant with the Vendor that they the Purchasers and their successors in title will not use the property hereby conveyed or permit the same to be used in connection with any of the following businesses:-

(a) Butcher; (b) Ironmonger; (c) Drycleaners; (d) Hairdresser; (e) Wool shop ) 17

4 IT IS HEREBY AGREED AND DECLARED as follows :-

(a) The access and user of light and air to and for the premises hereby conveyed and any building for the time being erected or standing thereon from and over the Vendors said adjoining property is enjoyed under the express consent of the Vendor and the Vendor and his successors in title or occupiers of the said property of the Vendor may from time to time and at any time interfere with or destroy the access of light and air to the premises hereby conveyed by erecting new buildings or altering existing buildings on the said property of the Vendor without formal revocation of such consent

(b) The walls between the premises hereby conveyed and the premises retained by the Vendor shall be party walls and the respective owners of the several parts of the said walls shall contribute equally to all necessary repairs thereto

5 THE Vendor hereby acknowledges the right of the Purchasers to production of the several documents specified in the Third Schedule hereto and to delivery of copies thereof and hereby undertakes for the safe custody thereof

6 IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds fifteen thousand pounds

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

THE FIRST SCHEDULE before referred to  
(easements and rights granted to the  
Purchasers)

A. A right of way at all times and for all purposes in common with all others entitled to a like right with or without vehicles passing or repassing through over and along the right of way shown on the said plan and thereon hatched blue on paying one-sixth of the cost from time to time of keeping the said right of way in good repair and condition Provided always that in the exercise of such right the Purchasers shall cause no obstruction in such right of way by the parking of vehicles the stacking of goods or any other means

- 42
- B. Together also with (so far as the Vendor can legally grant the same) a right in common with all others entitled to a like right to use the drains leading from the premises hereby conveyed along the north side thereof and thence into the Aylsham and Woodcock Roads as shown on the said plan on paying one-sixth of the cost from time to time of keeping the same in good repair and condition
- C. Together also with a right of way at all times in common with all others enjoying a like right over the forecourt to the premises hereby conveyed and to the adjoining premises as shown hatched brown on the plan annexed hereto on paying one-sixth of the cost from time to time of keeping the same in good repair and condition
- D. The right to use for all proper purposes connected with the premises hereby conveyed any sewers drains watercourses pipes cables wires or other channels or conductors now laid or within eighty years from the date hereof to be laid in under or over the said forecourt shown hatched brown on the said plan with power at any time or times to enter thereupon for the purpose of making connection with repairing renewing maintaining or cleansing the same and on making good all damage done in exercise of such right

THE SECOND SCHEDULE before referred to  
(easements and rights excepted and reserved to the Vendor)

- A. The right of support from the premises hereby conveyed for the said property of the Vendor (including the buildings thereof)
- B. The right to use for all proper purposes connected with the said property of the Vendor any sewers drains watercourses pipes cables wires or other channels or conductors now laid or hereafter during the period of eighty years from the date hereof to be laid in under or over the premises hereby conveyed with power at any time or times to enter thereupon for the purpose of making connections with repairing renewing maintaining or cleansing the same
- C. All rights of drainage eavesdropping passage light air and water and all liberties privileges and advantages now used or enjoyed (whether as easements quasi-easements or otherwise and whether or not continuous apparent or reasonably necessary) with the said property of the Vendor

THE THIRD SCHEDULE before referred to  
(documents retained by the Vendor)

<u>Date</u>	<u>Description</u>	<u>Parties</u>
4th December 1954	CONVEYANCE (before referred to)	
21st May 1955	MORTGAGE	The Vendor (1) Grace Withers Ash (2)
27th September 1955	DEED OF GRANT (before referred to)	
5th September 1956	DEED	The Vendor (1) Grace Withers Ash (2)

SIGNED SEALED AND DELIVERED by the )  
said JOHN ARCHER in the presence of: )

R. Turner  
3/7 Redwood Street  
Norwich  
Clark

John Archer

SIGNED SEALED AND DELIVERED by the )  
said ROBERT JOHN WALTER DURRANT in  
the presence of : )

R. J. W. Durrant  
45 Coronation Rd.  
Hellesden Norfolk.  
Shopkeeper.

SIGNED SEALED AND DELIVERED by the )  
said ROBERT ANTHONY DURRANT in the  
presence of : )

R. A. Durrant  
45 Coronation Rd.  
Hellesden Norfolk.  
Shopkeeper.

SIGNED SEALED AND DELIVERED by the )  
said MAUREEN OLIVE DURRANT in the  
presence of : )

M. O. Durrant  
45 Coronation Rd.  
Hellesden Norfolk.  
Shopkeeper.

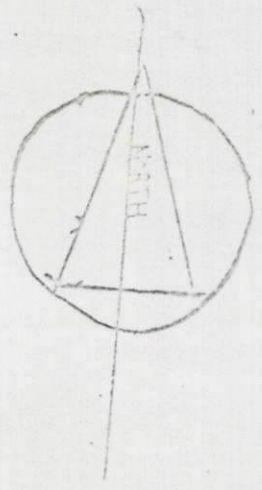
SIGNED SEALED AND DELIVERED by the )  
said OLIVE MAUD DURRANT in the  
presence of : )

O. M. Durrant  
45 Coronation Rd.  
Hellesden  
Shopkeeper.





WOODCOCK ROAD



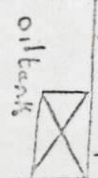
drain

INTERNATIONAL  
T-N CO. STORES LTD

AVESHAM

CRESCENT

AYLSHAM  
CRESCENT



oil tank

resited store building

RIGHT OF WAY

ALCORN ROAD

# Energy Performance Certificate

Non-Domestic Building



6 Aylsham Crescent  
NORWICH  
NR3 2RZ

Certificate Reference Number:  
9613-3039-0738-0090-1901

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

## Energy Performance Asset Rating

More energy efficient



Net zero CO<sub>2</sub> emissions

A 0-25

B 26-50

C 51-75

D 76-100

E 101-125

F 126-150

G Over 150

Less energy efficient

◀ 108

This is how energy efficient the building is.

## Technical Information

Main heating fuel:	Grid Supplied Electricity
Building environment:	Air Conditioning
Total useful floor area (m <sup>2</sup> ):	180
Building complexity (NOS level):	3
Building emission rate (kgCO <sub>2</sub> /m <sup>2</sup> per year):	117.85
Primary energy use (kWh/m <sup>2</sup> per year):	697.1

## Benchmarks

Buildings similar to this one could have ratings as follows:

28

If newly built

81

If typical of the existing stock



## Administrative Information

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

<b>Assessment Software:</b>	DesignBuilder SBEM v5.0.3 using calculation engine SBEM v5.3.a.0
<b>Property Reference:</b>	638790310000
<b>Assessor Name:</b>	Ian Blanchard
<b>Assessor Number:</b>	EES/015116
<b>Accreditation Scheme:</b>	Elmhurst Energy Systems
<b>Employer/Trading Name:</b>	EPC Energy Surveys Ltd
<b>Employer/Trading Address:</b>	Weisman Burgh Road Great Yarmouth
<b>Issue Date:</b>	14 Nov 2017
<b>Valid Until:</b>	13 Nov 2027 (unless superseded by a later certificate)
<b>Related Party Disclosure:</b>	Not related to the owner.

Recommendations for improving the energy performance of the building are contained in the associated Recommendation Report - 0160-0043-1789-3309-9092.

## About this document and the data in it

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

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

This certificate and other data about the building may be shared with other bodies (including government departments and enforcement agencies) for research, statistical and enforcement purposes. Any personal data it contains will be processed in accordance with the General Data Protection Regulation and all applicable laws and regulations relating to the processing of personal data and privacy. For further information about this and how data about the property are used, please visit [www.ndepcregister.com](http://www.ndepcregister.com). To opt out of having information about your building made publicly available, please visit [www.ndepcregister.com/optout](http://www.ndepcregister.com/optout).

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

## Opportunity to benefit from a Green Deal on this property

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

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

# Recommendation Report HM Government

This report is associated with an Energy Performance Certificate.

**Report Reference Number: 0160-0043-1789-3309-9092**

6 Aylsham Crescent  
NORWICH  
NR3 2RZ

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Building Type(s): A1/A2 Retail and Financial/Professional services

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ADMINISTRATIVE INFORMATION	
Issue Date:	14 Nov 2017
Valid Until:	13 Nov 2027 (*)
Total Useful Floor Area (m <sup>2</sup> ):	180
Building Environment:	Air Conditioning
Calculation Tool Used:	DesignBuilder Software Ltd, DesignBuilder SBEM, v5.0.3, SBEM, v5.3.a.0
Property Reference:	638790310000
Energy Performance Certificate for the property is contained in Report Reference Number: 9613-3039-0738-0090-1901	

ENERGY ASSESSOR DETAILS	
Assessor Name:	Ian Blanchard
Employer/Trading Name:	EPC Energy Surveys Ltd
Employer/Trading Address:	Weisman Burgh Road Great Yarmouth
Assessor Number:	EES/015116
Accreditation Scheme:	Elmhurst Energy Systems
Related party disclosure:	



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# 1. Introduction

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

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

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

## 2. Recommendations

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

### ***a) Recommendations with a short payback***

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

<b>Recommendation</b>	<b>Potential impact</b>
Replace tungsten GLS lamps with CFLs: Payback period dependent on hours of use.	LOW
Consider replacing T8 lamps with retrofit T5 conversion kit.	MEDIUM
In some spaces, the solar gain limit defined in the NCM is exceeded, which might cause overheating. Consider solar control measures such as the application of reflective coating or shading devices to windows.	MEDIUM
Introduce HF (high frequency) ballasts for fluorescent tubes: Reduced number of fittings required.	LOW

### ***b) Recommendations with a medium payback***

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

<b>Recommendation</b>	<b>Potential impact</b>
Add optimum start/stop to the heating system.	MEDIUM
Some walls have uninsulated cavities - introduce cavity wall insulation.	MEDIUM
Some windows have high U-values - consider installing secondary glazing.	MEDIUM

**c) Recommendations with a long payback**

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

<b>Recommendation</b>	<b>Potential impact</b>
Add weather compensation controls to heating system.	MEDIUM
Carry out a pressure test, identify and treat identified air leakage. Enter result in EPC calculation.	MEDIUM
Some glazing is poorly insulated. Replace/improve glazing and/or frames.	MEDIUM
Consider installing an air source heat pump.	HIGH
Consider installing solar water heating.	LOW

**d) Other Recommendations**

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

No recommendations are defined by the energy assessor.

### **3. Next Steps**

#### ***a) Your Recommendation Report***

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

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

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

#### ***b) Implementing recommendations***

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

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

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

#### ***c) Legal disclaimer***

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

#### ***d) About this document and the data in it***

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

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

This report and other data about the building may be shared with other bodies (including government departments and enforcement agencies) for research, statistical and enforcement purposes. Any personal data it contains will be processed in accordance with the General Data Protection Regulation and all applicable laws and regulations relating to the processing of personal data and privacy. For further information about this and how data about the property are used, please visit [www.ndepcregister.com](http://www.ndepcregister.com). To opt out of having information about your building made publicly available, please visit [www.ndepcregister.com/optout](http://www.ndepcregister.com/optout).

There is more information in the guidance document *Energy Performance Certificates for the construction, sale and let of non-dwellings* available on the Government website at:

[www.gov.uk/government/collections/energy-performance-certificates](http://www.gov.uk/government/collections/energy-performance-certificates). It explains the content and use of this document, advises on how to identify the authenticity of a report and how to make a complaint.

## 4. Glossary

### ***a) Payback***

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

### ***b) Carbon impact***

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

### ***c) Valid report***

A valid report is a report that has been:

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

## **5. Green Deal Information**

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



Order Reference: G2484078-1  
Produced on: 05 November 2019

## COMMERCIALDW Drainage and Water Enquiry

The information in this document refers to:

Smith & Pinching Financial Services Ltd  
6 Aylsham Crescent  
Norwich  
NR3 2RZ

This document was ordered by:

X-Press Legal Services (norfolk) Ltd  
Rear Office  
8 Hopsack Road  
Hingham  
Norwich  
NR9 4FB

Customer reference: 00296328

**This document was produced by: Geodesys, Osprey House, 1 Percy Road, Huntingdon, Cambs, PE29 6SZ. For any queries relating to this report please contact our customer services team on 0800 085 8050, quoting order reference: G2484078-1.**

### Interpretation of Drainage and Water Search

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

### Enquiries and Responses

The records were searched by Steve Tibbs (Anglian Water Services Limited trading as Geodesys) who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

The report was completed by Steve Tibbs (Anglian Water Services Limited trading as Geodesys) who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

This was requested on 31 October 2019 and completed on 05 November 2019

Geodesys, has a robust and uniformly efficient complaints process. Formal complaints and queries can be made, by telephone on 0800 085 8050, in writing to Geodesys, Osprey House, 1 Percy Road, Huntingdon, Cambs, PE29 6SZ or by e-mail to [customer.services@geodesys.com](mailto:customer.services@geodesys.com)

***Our standard terms and conditions for Commercial Drainage and Water Enquiries apply to this report. They are included in this search and are available on our website.***

***On 1 October 2011 ownership of private sewers and lateral drains changed in accordance with The Water Industry (schemes for Adoption of Private Sewers) Regulations 2011. The contents of this search may not reflect these changes. Please visit [www.anglianwater.co.uk/sewerswitchover](http://www.anglianwater.co.uk/sewerswitchover) for more details.***

## Summary of Responses

Question	Answer
1 Where relevant, please include a copy of an extract from the public sewer map	<b>Map Included</b>
2 Where relevant, please include a copy of an extract from the map of waterworks	<b>Map Included</b>
3 Does foul water from the property drain to a public sewer?	<b>Yes</b>
4 Does surface water from the property drain to a public sewer?	<b>Yes</b>
5 Is a surface water drainage charge payable?	<b>See Details</b>
6 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	<b>Yes</b>
6.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?	<b>No</b>
7 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	<b>Yes</b>
7.1 Does the public sewer map indicate any pumping station or any other ancillary apparatus within 50 metres of any buildings within the property?	<b>No</b>
8 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?	<b>No</b>
9 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?	<b>No</b>
10 Is any building within the property at risk of internal flooding due to overloaded public sewers?	<b>No</b>
11 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works	<b>See Details</b>
12 Is the property connected to mains water supply?	<b>Yes</b>
13 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	<b>No</b>
14 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?	<b>No</b>
15 Is the property at risk of receiving low water pressure or flow?	<b>No</b>
16 What is the classification of the water supply for the property?	<b>See Details</b>
17 Please include details of the location of any water meter serving the property	<b>See Details</b>
18.1 Who is responsible for providing the sewerage services for the property?	<b>Anglian Water Services Limited</b>
18.2 Who is responsible for providing the water services for the property?	<b>Anglian Water Services Limited</b>
19 Who bills the property for sewerage services?	<b>See Details</b>
20 Who bills the property for water services?	<b>See Details</b>
21 Is there a meter installed at the property?	<b>Yes</b>
22 Is there any easement giving Anglian Water the right of access to defined assets located within the boundary of the property?	<b>No</b>
23 Are there any trade effluent consents relating to this site/property	<b>No</b>

## Did you know?

Geodesys is a trusted brand providing a full range of conveyancing searches for residential and commercial properties throughout England and Wales.

Geodesys, a trading name of Anglian Water Services Limited, is responsible in respect of the following:

- (i) any negligent or incorrect entry in the records searched.
- (ii) any negligent or incorrect interpretation of the records searched.
- (iii) any negligent or incorrect recording of that interpretation in the search report.
- (iv) compensation payments.

## Professional Standards



As members of DWSN, the industry body for companies that compile responses to the Law Society's CON29DW, we comply with DWSN's Standards that provide consumer protection and ensure best practice.



Geodesys have a robust complaints procedure in place. If we cannot resolve your complaint or have failed to comply with our process, you may refer your complaint under The Property Ombudsman scheme (TPOs). Further information can be found in Appendix 4.

## Private Sewer Transfer

On 1 October 2011 ownership of private sewers and lateral drains changed in accordance with The Water Industry (schemes for Adoption of Private Sewers) Regulations 2011. As part of this change of ownership, from 1 October 2016, many private pumping stations will also become the responsibility of Anglian Water. The contents of this search may not reflect these changes. Please visit [www.anglianwater.co.uk/sewerswitchover](http://www.anglianwater.co.uk/sewerswitchover) for more details. Further information is also supplied in Appendix 3.

## Mapping Services

Through our sister brand, digdat, we also offer an online mapping service providing:

1. Ordnance Survey maps (ideal for unregistered land);
2. Location plans of underground assets for various utilities including Anglian Water and Hartlepool Water.



Find out more at [www.digdat.co.uk](http://www.digdat.co.uk)

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

**Answer** A copy of an extract of the public sewer map is included, showing the public sewers, disposal mains and lateral drains in the vicinity of the property.

**Informative** Public Sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991. Anglian Water Services Limited is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.  
An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system. Assets other than public sewers may be shown on the copy extract for information.

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

**Answer** A copy of an extract of the map of waterworks is included, showing water mains, resource mains or discharge pipes in the vicinity of the property.

**Informative** The map of the waterworks has been supplied by:  
Anglian Water Services Limited  
Lancaster House  
Lancaster Way  
Huntingdon  
Cambs  
PE29 6XU  
Tel: 03457 145 145  
[www.anglianwater.co.uk](http://www.anglianwater.co.uk)  
The 'water mains' in this context are those which are vested in and maintainable by the water company under statute. Assets other than public water mains may be shown on the plan, for information only.  
Water companies are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal, please refer to Question 23.  
The enclosed extract of the public water main record shows known public water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.

**Question 3 Does foul water from the property drain to a public sewer?**

**Answer** Records indicate that foul water from the property drains to a public sewer.

**Informative** Anglian Water Services Limited is not responsible for any private drains and sewers that connect the property to the public sewerage system, and does not hold details of these. The property owner will normally have sole responsibility for private drains serving the property. An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

**Question 4 Does surface water from the property drain to a public sewer?**

**Answer** Records indicate that surface water from the property drains to a public sewer.  
If the property was constructed after 6th April 2015 the Surface Water drainage may be served by a Sustainable Drainage System. Further information may be available from the Developer or Question 3.3 of the CON29 from the local authority.

**Guidance Notes** Anglian Water Services Limited is not responsible for private drains and sewers that connect the property to the public sewerage system, and do not hold details of these.  
The property owner will normally have sole responsibility for private drains serving the property.  
If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the company tel: 0800 169 3271.  
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.  
Details can be obtained from Anglian Water Services Limited, telephone 0800 169 3271 or visit :  
[www.anglianwater.co.uk/household/your-account/bills-and-payments/tariffs/surface-water-drainage.aspx](http://www.anglianwater.co.uk/household/your-account/bills-and-payments/tariffs/surface-water-drainage.aspx)  
For further information on surface water drainage, please visit the Ofwat website;  
[www.ofwat.gov.uk/households/your-water-bill/surfacewaterdrainage](http://www.ofwat.gov.uk/households/your-water-bill/surfacewaterdrainage)

**Question 5 Is a surface water drainage charge payable?**

**Answer** Records indicate that a surface water drainage charge is payable for the property. The amount charged is specific to the current use of the property and existing arrangements with the Retailer.

**Informative** Where surface water charges are payable but upon inspection the property owners believe that surface water does not drain to the public sewerage system, an application can be made your retailer to end future surface water charges by contacting them directly. Further information can be found on retailers by visiting the Open Water website:  
<http://www.open-water.org.uk/for-customers/find-a-supplier/suppliers/water-and-wastewater-retailers/>

**Question 6 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?**

**Answer** The public sewer map included indicates that there is a public sewer, disposal main or lateral drain within the boundaries of the property. On 1 October 2011, private sewers that serve a single property and lie outside the boundary of that property, were transferred into public ownership. Therefore there may be additional public sewers, disposal mains or lateral drains which are not recorded on the public sewer map but which may prevent or restrict development of the property.

**Informative** The boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public sewer running within the boundary may restrict further development. Anglian Water has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work. Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any.

**Question 6.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?**

**Answer** The public sewer map included indicates that there is no public pumping station within the boundaries of the property. Any other ancillary apparatus is shown on the public sewer map and referenced on the legend.

**Informative** Only private pumping stations installed before 1 July 2011 and servicing 2 or more properties will be transferred into the ownership of Anglian Water Services. Pumping stations installed after 1 July 2011 will remain the responsibility of the homeowners unless they are the subject of an adoption agreement. Anglian Water Services will have rights of access to maintain their assets which is anticipated to be completed on a 12 monthly basis which will be reviewed dependent on monitoring and performance. Further information can be found on the pumping station adoption in the appendices of the COMMERCIALDW.

**Question 7 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?**

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

**Informative** The presence of a public sewer within 30.48 metres (100 feet) of any building within the boundary of the property can result in the local authority requiring a property to be connected to the public sewer. The measure is estimated from the Ordnance Survey record, between any building within the boundary of the property and the nearest public sewer. Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer.

**Question 7.1 Does the public sewer map indicate any pumping station or any other ancillary apparatus within 50 metres of any buildings within the property?**

**Answer** The public sewer map included indicates that there is no public pumping station within 50 metres of any buildings within the property. Any other ancillary apparatus is shown on the public sewer map and referenced on the legend.

**Informative** Only private pumping stations installed before 1 July 2011 and servicing 2 or more properties will be transferred into the ownership of Anglian Water Services.  
Pumping stations installed after 1 July 2011 will remain the responsibility of the homeowners unless they are the subject of an adoption agreement.  
Anglian Water Services will have rights of access to maintain their assets which is anticipated to be completed on a 12 monthly basis which will be reviewed dependent on monitoring and performance.  
Further information can be found on the pumping station adoption in the appendices of the COMMERCIALDW.

**Question 8 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?**

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

**Informative** This enquiry is of interest to purchasers of new properties who will want to know whether or not the property will be linked to a public sewer. Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of public drains and sewers for which they will hold maintenance and renewal liabilities.  
On 1 October 2011 all foul Section 104 sewers laid before 1 July 2011 were transferred into public ownership, excluding those that discharge to a privately owned sewage treatment or collection facility. All surface Section 104 sewers that do not discharge to a public watercourse were also transferred. Our mapping records are currently being reviewed and updated and may not yet reflect this change, therefore there may be additional public sewers, disposal mains or lateral drains which are not yet recorded on the public sewer map or public sewers that still show as Section 104 sewers.

**Question 9 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?**

**Answer** The company's records confirm that there is not a statutory agreement or consent in respect of building over/near a public sewer at this property. For historical reasons the company may not be aware of some agreements or consents which have been entered into by the local authority. Whilst an 'agreement' may not exist, current Building Regulation guidance permits building over/near sewers in certain circumstances. Consent without an agreement may have been issued by Anglian Water or independently by the Building Control Body. As long as the extension has a valid building regulations certificate then this should prove adequate assurance to the purchaser.

**Informative** Anglian Water Services Limited is obliged to maintain its sewers. If any problem were to arise, Anglian Water Services Limited would investigate the problem and has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property. In advance of any problem it is difficult to predict the effect the works would have on the property. Similarly, the position as to liability of both the property owner and Anglian Water Services Limited would need to be ascertained.  
On 1 October 2011 private sewers were transferred into public ownership, therefore there may be additional public sewers, disposal mains or lateral drains which are not recorded on the public sewer map but which may further prevent or restrict development of the property.

**Question 10 Is any building within the property at risk of internal flooding due to overloaded public sewers?**

**Answer** The property is not recorded as being at risk of internal flooding due to overloaded public sewers. On 1 October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership. It is therefore possible that a property may be at risk of internal flooding due to an overloaded public sewer which Anglian Water may not be aware of. For further information it is recommended that enquiries are made of the vendor as to any previous flooding occurrences.

**Informative** A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (eg. Flat gradient, small diameter). Flooding as a result of temporary problems such as blockage, siltation, collapses, and equipment or operational failures are excluded.  
"Internal flooding" from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes. "At Risk" properties are those that the water company has included in its Register of properties at risk of sewer flooding. These are defined as properties that have suffered flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company's reporting procedure. Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the Flood Risk register.  
Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the company. Public sewers are defined as those for which the company holds statutory responsibility under the Water Industry Act 1991. It should be noted that flooding can occur from private sewers and drains which are not the responsibility of Anglian Water Services Limited. This report excluded flooding from private sewers and drains and Anglian Water Services Limited makes no comment upon this matter. For reporting purposes buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.

**Question 11 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works**

**Answer** The nearest sewage treatment works is 5.61 kilometres to the North East of the property. The name of the sewage treatment works is RACKHTH-THESPRINGS WROXRD STW (Anglian Water Services).

**Informative** The nearest sewage treatment works will not always be the sewage treatment works serving the catchment 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 a private sewage treatment works closer than the one detailed above that has not been identified.

**Question 12 Is the property connected to mains water supply?**

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

**Question 13 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?**

**Answer** The map of waterworks does not indicate any water mains, resource mains or discharge pipes within the boundaries of the property.

**Informative** The boundary of the property has been determined by reference to the Ordnance Survey record.

**Question 14 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?**

**Answer** 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.

**Informative** This enquiry is of interest to purchasers of properties who will want to know whether or not the property will be linked to the mains water supply.  
Please note this could relate to a piece of land and is not subject to an adoption agreement.

**Question 15 Is the property at risk of receiving low water pressure or flow?**

**Answer** 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.

**Informative** "Low water pressure" means water pressure below the reference level which is the minimum pressure when demand on the system is not abnormal. We maintain a Low Pressure Register of properties that are at risk of persistently 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 customers' 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 the Institute of Plumbing handbook. Allowable exclusions: The Company includes in the Low Pressure 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. We exclude properties which are affected by low pressure only on those days with the highest peak demands. During the report year we may exclude, for each property, up to five days of low pressure caused by peak demand. Planned maintenance: We do not report low pressures caused by planned maintenance. One-off incidents: This exclusion covers low pressure incidents caused by one-off events: mains bursts; failures of company equipment (such as PRVs or booster pumps); firefighting; and action by a third part. Low pressure incident of a short duration: Properties affected by low pressure which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year.

**Question 16 What is the classification of the water supply for the property?**

**Answer** The water supplied to the property has an average water hardness of 130.000000mg/l which is defined as Very Hard by Anglian Water Services Limited.

**Informative** 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 shows the normal ranges of hardness.

Classification	Calcium (mg/l or ppm)	Calcium Carbonate (mg/l or ppm)	Degrees Clark	Degrees French	Degrees German	mmol/l (Millimoles of ca/l)
Very Hard	130.000000	325.000000	22.750000	32.500000	18.200000	3.250000

**Question 17 Please include details of the location of any water meter serving the property**

**Answer** Records indicate that the property is served by a water meter, which is located within a building within the property, and in particular is located XX UNDER SINK.

**Question 18.1 Who is responsible for providing the sewerage services for the property?**

**Answer** Anglian Water Services Limited  
Lancaster House  
Lancaster Way  
Huntingdon  
Cambs  
PE29 6XU  
Tel: 03457 145 145  
www.anglianwater.co.uk



**Question 18.2**      **Who is responsible for providing the water services for the property?**

**Answer**      Anglian Water Services Limited  
Lancaster House  
Lancaster Way  
Huntingdon  
Cambs  
PE29 6XU  
Tel: 03457 145 145  
[www.anglianwater.co.uk](http://www.anglianwater.co.uk)

**Question 19**    **Who bills the property for sewerage services?**

**Answer**      If you wish to know who bills for sewerage services at the property, then please make enquiries with the Developer, Vendor or Land Agent.  
  
For a list of all potential Retailers for sewerage services, please visit: <http://www.open-water.org.uk>

**Question 20**    **Who bills the property for water services?**

**Answer**      If you wish to know who bills for water services at the property, then please make the relevant enquiries with the Developer, Vendor or Land Agent.  
  
For a list of all potential Retailers for water services, please visit: <http://www.open-water.org.uk>

**Question 21**    **Is there a meter installed at the property?**

**Answer**      Records indicate that there is a meter(s) installed at the property.

**Informative**      Water and sewerage charges are determined by agreement between the current owner/occupier of the site/property and the incumbent Retailer. Further relevant enquiries should be sought from the Vendor. Fees may be applicable for the installation of a water meter at the property. Enquiries in relation to future charging of services on occupancy of the premise should be made with the existing Retailer. For further information in relation to potential retailers for water and sewerage services, please visit: <http://www.open-water.org.uk/>

**Question 22** Is there any easement giving Anglian Water the right of access to defined assets located within the boundary of the property?

**Answer** Records indicate that the property is not subject to such an agreement.

**Informative** This question relates to private agreements between Anglian Water acting in a private capacity and a landowner. Such contracts may often be part of a conveyance or land transfer, or a deed of grant of easement. If there is no formal easement, then a sewer or water main may have been constructed following the service of notice under the provisions of the Public Health Act 1936, Water Act 1945, Water Act 1989 or Water Industry Act 1991 as applicable. The company does not hold copies of these notices. However, in the absence of evidence to the contrary there is a legal presumption that all matters were properly dealt with. All rights and obligations relating to sewers and water mains are now covered by the Water Industry Act 1991. Where rights exist at the boundary of the property, but we are not sure of the exact correlation, we will answer 'yes' to this question. A documentary right can exist even if the physical asset itself has not yet been laid, or has been moved, or removed. Likewise the position of the right and of the asset may differ. You may also find that an asset is protected both with contractual rights and statutory rights. Please consult your solicitor as to why this may happen, and its effects. We refer to 'defined' assets for the following reasons: Often a contract may give Anglian Water an expressed right to install and maintain assets within an area but without stating the exact position or route of such assets. Also, the law may imply rights where none have been mentioned specifically in a related contract, such as a conveyance. Finally, rights may come into being through long use. In any of these cases the rights are undefined, and although Anglian Water may need to rely on them from time to time, as we cannot map the rights accurately, we will answer 'no' to this question. Information obtainable from physical inspection (including Trial Bore Holes) overrides information contained in the report. Any error in answering this question is not to be regarded as a waiver of Anglian Water's rights or title, or an agreement or representation that Anglian Water is prepared to vary or discharge any of its rights or title.

As a general rule, easement widths are as follows:

Pipe Diameter	Width or Strip
Up to 149mm	4.5m
150 - 449mm	6.0m
450 - 749mm	9.0m
750 and above	12.0m

If you require a copy of an agreement please contact Savills, Trinity Court, Trinity Street, Peterborough, PE1 1DA. A fee may be charged for this service. Please quote the date of the Report plus the Report Reference. You may also make contact either by telephone on 01733 209932 or by email to [AWSEstates@savills.com](mailto:AWSEstates@savills.com)

**Question 23** Are there any trade effluent consents relating to this site/property

**Answer** Records indicate that there are no trade effluent consents relating to this site/property.

**Informative** The Trade effluent consent applies to premises in the vicinity of the premises the subject of this search, but it is for the applicant to satisfy itself as to the suitability of the consent for its client's requirements. If, in the case of any trade premises, any trade effluent is discharged without such consent or other authorisation, the occupier of the premises shall be guilty of an offence. The occupier of any trade premises in the area of Anglian Water Services Limited may only discharge any trade effluent proceeding from those premises into Anglian Water Services Limited's sewers if he does so with Anglian Water Services Limited's consent. Please note any existing consent is dependant on the business being carried out at the property and will not transfer automatically upon change of ownership. To view trade effluent consents and/or our database for free please contact the following: Environmental Standards Team, Environmental Regulation, Lancaster House, Ermine Business Park, Huntingdon, Cambridgeshire, PE29 6XU or email: [wsctradeeffluent@anglianwater.co.uk](mailto:wsctradeeffluent@anglianwater.co.uk). Alternatively, you may request in writing document copies and/or extracts from our database for a fee. The charges for the provision of this service are as follows: 10 pence per sheet for photocopying, and/or 25 pounds per hour, or a fraction thereof, for dealing with the enquiry. Note: VAT does not apply for this service.

## Appendix 1: General Interpretation

(1) In this Schedule-

"the 1991 Act" means the Water Industry Act 1991(a);

"the 2000 Regulations" means the Water Supply (Water Quality) Regulations 2000(b);

"the 2001 Regulations" means the Water Supply (Water Quality) Regulations 2001(c);

"adoption agreement" means an agreement made or to be made under Section 51A(1) or 104(1) of the 1991 Act (d);

"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 with 31st December;

"discharge pipe" means a pipe from 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 any buildings or yards appurtenant to buildings within the same curtilage;

"easement" means the rights relating to a pipe or pipes granted to the water undertaker or sewerage undertaker by an agreement. This is to be distinguished from statutory rights arising from the service of a statutory notice;

"effluent" means any liquid, including particles of matter and other substances 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 (e);

"licensed water supplier" means a company which is the holder for the time being of a water supply licence under Section 17A(1) of the 1991 Act(f);

"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 undertaker's satisfaction; and

(b) until the date that private sewer or lateral drain is vested in the sewerage undertaker;

"non-household premises" means premises used, or intended for use, for commercial purposes;

"map of waterworks" means the map made available under section 198(3) of the 1991 Act (g) 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(h), 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(i);

(b) by virtue of a scheme under Schedule 2 to the 1991 Act (j);

(c) under Section 179 of the 1991 Act (k); or

(d) otherwise;

"public sewer map" means the map made available under Section 199(5) of the 1991 Act (l);

"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;

"trade effluent" means any effluent which is wholly or partly produced in the course of any trade or industry carried on at trade premises;

"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" 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; and

"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.

(2) In this Schedule, 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.

(a) 1991 c.56.

(b) S.I. 2000/3184. These Regulations apply in relation to England.

(c) S.I. 2001/3911. These Regulations apply in relation to Wales.

(d) Section 51A was inserted by Section 92(2) of the Water Act 2003 (c. 37). Section 104(1) was amended by Section 96(4) of that Act.

(e) Various amendments have been made to Sections 102 and 104 by section 96 of the Water Act 2003.

(f) Inserted by Section 56 of and Schedule 4 to the Water Act 2003.

(g) Subsection (1A) was inserted by Section 92(5) of the Water Act 2003.

(h) Section 106(1A) was inserted by Section 99 of the Water Act 2003.

(i) 1989 c.15.

(j) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.

(k) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.

(l) Section 199 was amended by Section 97(1) and (8) of the Water Act 2003.

# COMMERCIALDW

## Appendix 2: Terms and Conditions

### 1) Introduction

- a) These terms (together with our General Terms) set out the terms which will apply in respect on any Orders you place with us for any of our commercial drainage and water enquiry products being (i) a COMMERCIALDW Report, (ii) a COMMERCIALDW Premium Report, (iii) a COMMERCIALDW Plus Report and/or (iv) a COMMERCIALDW Plus Premium Report.
- b) In addition to any defined terms in the General Terms (which shall apply to these terms), the following words shall have the following meanings:
  - i) "Commercial Property" means the address or location provided by you when your placed an Order in respect of which you request a Report which is either (a) a commercial property used solely for carrying on a trade or business or is intended for commercial use or (b) a property or site which is intended to be developed;
  - ii) "Large Commercial Property" means a Commercial Property which either (a) covers more than 2 hectares, and/or (b) has more than one drainage and water connection on the site;
  - iii) "Small Commercial Property" means a Commercial Property which is either (a) less than 2 hectares and/or (b) only has one drainage and water connection;
  - iv) The term "Report" for the purposes of these terms, shall mean the commercial drainage and water report prepared by us in relation to the commercial drainage and water report prepared by us in relation to the Commercial Property being one of the following which you select at the time you place your Order:
    - (1) A COMMERCIAL DW Report;
    - (2) A COMMERCIALDW Premium Report;
    - (3) A COMMERCIALDW Plus Report; and/or
    - (4) A COMMERCIALDW Plus Premium Report.
- c) The COMMERCIALDW Report and the COMMERCIALDW Premium Report should be used for Small Commercial Properties.
- d) The COMMERCIALDW Plus Report and the COMMERCIALDW Plus Premium Report should be used for Large Commercial Properties.
- e) Further details of the characteristics of the Geodesys Reports are set out on the Website. It is your responsibility to select the Report that is most suitable for your needs.

### 2) Scope of the Report

- a) We will prepare the Report using the Commercial Property details you provide at the time you place your Order. The Report you receive will rely on the accuracy, completeness and legibility of the address and/or plans that you supply with your Order.
- b) The Report is produced only for use in relation to a Commercial Property which require the provision of drainage and water information. Where you require a report for a residential property, you can order a different report from us, and different terms shall apply.
- c) The Report provides information as to the indicative location and connection status of existing services and other information relating to drainage and water enquiries and should not be relied on for any other purpose. The Report may contain opinions or general advice. We cannot ensure that any such opinion or general advice is accurate, complete, valid or fit for your particular purpose, and neither you nor your Client should rely solely on this advice.
- d) As you may expect, the information contained in the Report can change on a regular basis so we cannot be responsible to you or your Client for any change in the information contained in the Report after the date on which the Report was produced (as shown in the Report).
- e) The Report does not give details about the actual state or condition of the Commercial Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Commercial 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 by the Client.
- f) The position and depth of apparatus shown on any Maps attached to the Report are approximate and are provided as a general guide only. Where you or your Client intend to carry out any excavation or other works at the Commercial Property, the exact positions and depths of any apparatus should be obtained by excavation trial holes and the Maps must not be relied on in the event of excavation or other works made in the vicinity of our apparatus. We do not give any warranty as to the accuracy or completeness of such information.

### 3) Additional Provisions relating to our Liability to you for the COMMERCIALDW Report and the COMMERCIALDW Premium Report

- a) Our total liability whether for breach of contract, tort, negligence, breach of statutory duty, misrepresentation or any other cause of action arising under or in connection with the COMMERCIALDW Report or the COMMERCIALDW Premium Report shall be limited in accordance with the General Terms and limited to a maximum aggregate financial limit of £2,000,000.
- b) The Maps attached to the Report are provided pursuant to our statutory duty to make such Maps available for inspection. Notwithstanding the provisions of the Terms, your attention is drawn to the notice on the Map(s) attached to the Report which applies to the Map and its contents.
- c) Where we provide a Report for a Commercial Property which receives either water or drainage services from us, and another company ("other service provider") provides the other service, then our total liability, whether for breach of contract, tort, negligence, breach of statutory duty, misrepresentation or otherwise, arising under or in connection with the supply of the information from the other service provider is limited to such sums as we are entitled to and able to recover from the other service provider.

### 4) Additional Provisions relating to our Liability to you for the COMMERCIALDW Plus Report and the COMMERCIALDW Plus Premium Report

- a) Our total liability whether for breach of contract, tort, negligence, breach of statutory duty, misrepresentation or any other cause of action arising under or in connection with the COMMERCIALDW Plus Report or the COMMERCIALDW Plus Premium Report shall be limited in accordance with the General Terms and limited to a maximum aggregate financial limit of £10,000,000. Where you require multiple reports because of the multiple supply points at the property or because the property / land is so large, then this limit of liability will apply only once in respect of the multiple Reports you may receive.
- b) The Maps attached to the Report are provided pursuant to our statutory duty to make such Maps available for inspection. Notwithstanding the provisions of the Terms, your attention is drawn to the notice on the Map(s) attached to the Report which applies to the Map and its contents.
- c) Where we provide Report for a Commercial Property which receives either water or drainage services from us, and another company provides the other service, then we will not have any liability for information provided by that other company in respect of the water or drainage services they provide in respect of the Commercial Property. Any such information will be provided by us as an agent for the company from which the information was obtained.

### 5) General

- a) These Terms (and any documents referred to herein) are the only terms and conditions that shall apply to any order in respect of the Report and shall constitute the entire agreement between you and us and supersede, replace and extinguish any previous arrangement, understanding or agreement between us relating to such Report.
- b) Any dispute or claim arising out of or in connection to these terms and or their subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of England and Wales. Any dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- c) If there is any conflict or inconsistency between the provisions of these Geodesys Terms and the General Terms, the provisions of these Geodesys Terms shall prevail.
- d) In the event of any conflict of inconsistency between any information on the Website describing the features of the Report and the Terms, then the Terms shall prevail.
- e) Where you are acting in the normal course of your business, your Client is entitled to the benefit of these Terms. No other person who is not a party to these Terms has any right to enforce their terms.

## APPENDIX 3: Some things you should know...

### Private Sewer Transfer

In October 2011, Anglian Water became responsible for looking after many sewers and pipes that take used water from your toilets and sinks. This was due to a change in the law.

If your client's property is connected to the public sewer system, Anglian Water are now responsible for the pipes that are outside the boundary of the property and, depending on the property type, they may be responsible for pipes inside the boundary.

Simply put, Anglian Water became responsible for an estimated 23,500km of additional sewers and drains which were previously looked after and maintained by our customers. To put that in context, it is an increase of 60 percent on what Anglian Water already owned.

Previously if there was a blockage in a sewer outside the boundary of the homeowners property, but connecting to the main sewer, the homeowner was probably responsible for sorting it out

Now, the homeowner is only responsible for pipes that are inside the property boundary that take the used water for recycling. To find out more visit [www.anglianwater.co.uk/sewerswitchover](http://www.anglianwater.co.uk/sewerswitchover), or call 0845 026 5232.

### Who should unblock or report a drain or sewer?

If there is a blockage or a repair is needed to a pipe, that is not connected to the sewers, or is within the boundary and only serves that property, then the homeowner is responsible for it.

If the problem is with a section of pipe that takes water from more than one property and connected to the public sewer system, it is the responsibility of Anglian Water. Please contact the team on 03457 145 145.

### Sewers owned by Anglian Water

For sewers that have been adopted as a public sewer, or were built before 1 October 1937, then Anglian Water is responsible for sorting it out. Please call to report it on 03457 145 145.

More information about sewers and drains is available on the Anglian Water website.

The picture below shows examples of responsibility for different property types.



### Terraced properties

It is common for terraced properties to have a public sewer passing within the property boundary. The only section of the sewer which would remain private is the end of the terrace where the run of the sewer would begin. Where the sewer is shared, the water company would be responsible for the maintenance. The property owner would only be responsible for the lateral drain leading to the public sewer.

### Semi-detached

The majority of semi-detached properties will share a connection. The section of the sewer which serves both properties will have been transferred into the ownership of the water company.

### Detached

These property types are most likely to connect directly to the public sewer. It is very unlikely that assets within the boundary of the property would be transferred into the ownership of the water company. The homeowner would be responsible for the connection up to the property boundary.

### Apartment/Flats

Shared drainage systems within a property curtilage will remain private. Any drains and sewers outside the boundary will have been transferred.



## Pumping Stations

After 1 October 2016, many private pumping stations became the responsibility of Anglian Water Services.

Anglian Water Services are currently assessing each of these eligible pumping stations and carrying out detailed surveys and any necessary repairs. Details of power supply for the station will also be required to transfer the billing across to Anglian Water Services.

If the station serves two or more properties, then it is eligible to transfer. A pumping station which serves a single property is exempt from the transfer and will generally remain private unless it is situated on third-party land.

Once Anglian Water Services identify a station to adopt, they will write to the homeowner(s) to inform them of their intention to adopt which will include waivers of consent.

Many industrial or commercial pumping stations will remain privately owned too on the basis that they are situated on a single site in what is deemed to be a single curtilage.

Maintenance of pumping stations is anticipated to be completed on a 12 monthly basis which will be reviewed dependent on monitoring and performance.

For further information on the private sewer transfer and pumping station adoption, please visit:

<https://anglianwater.co.uk/household/water-recycling-services/private-sewers-and-lateral-drains.aspx>

## SuDS (Sustainable Drainage Systems)

SuDS are an alternative way to manage surface water by reducing or delaying rainwater run-off.

SuDS manage rainfall by replicating what happens in nature. They prevent many of the problems caused by surface water run-off from development by reducing the impact of excessive quantities of water flow. They aim to mimic the way rainfall drains naturally rather than conventional piped methods, which cause problems such as flooding, pollution or damage to the environment.

Since April 2015, SuDS should be considered as part of the planning process on all major developments consisting of 10 or more properties. SuDS can be provided in a number of ways including swales, retention ponds and underground storage.

Ponds and detention basins provide areas for surface water to run off into, while permeable paving on driveways can absorb it, limiting the flow into nearby drains and easing the pressure on the sewer network. Swales are shallow, broad, vegetated channels designed to store surface water run-off and remove pollutants.

Further information in relation to the charging and maintenance of SuDS can be found in question 3.3 in the Local Authority search or the developer of your property.

Anglian Water Services promote the use of SuDS as a sustainable and natural way of controlling surface water run-off.

## A guide on who looks after what...

Although it is often interconnected, our regions network of drains and sewers is managed and maintained by a number of different organisations and agencies.

### Some useful contacts:

#### For supply queries

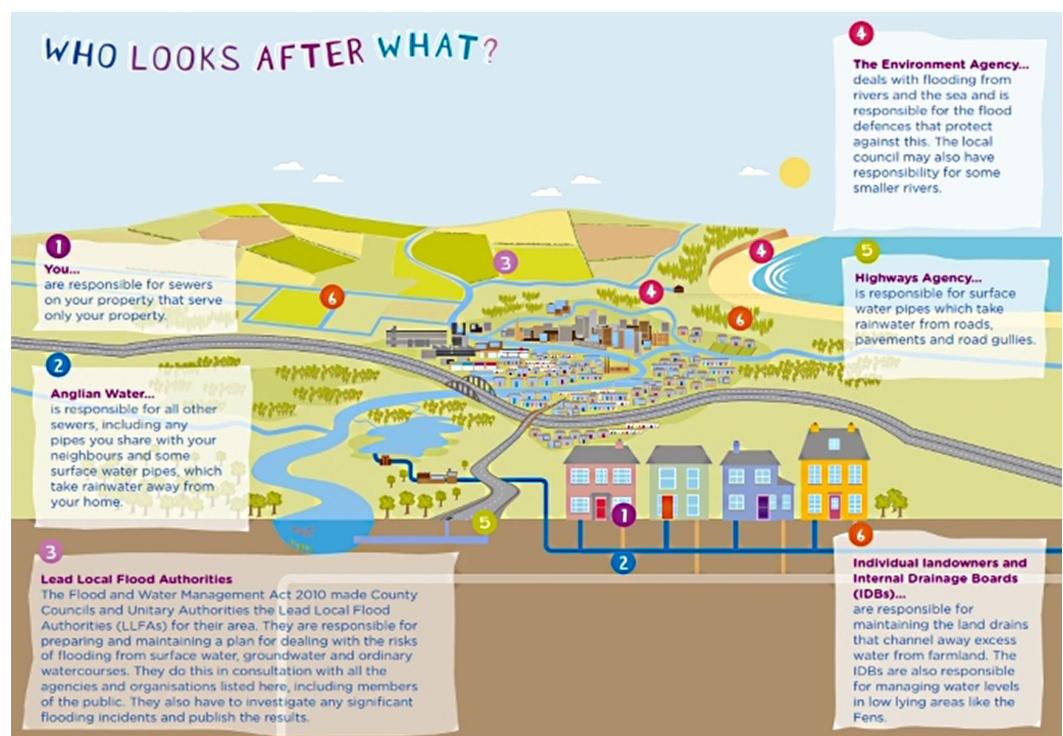
Water and sewerage queries, interruption to services and emergencies

**03457 145 145**

24/7 service

#### In Your Area

Select the [link](#) to get the latest updates on repairs, incidents or planned work in your area.



## APPENDIX 4: Important Consumer Protection information

This search has been produced by Geodesys, a trading name of Anglian Water Services Ltd. Our address is - Osprey House, 1 Percy Road, Huntingdon, Cambridgeshire, PE29 6SZ. To contact us - Tel 0800 085 8050 or email [customer.services@geodesys.com](mailto:customer.services@geodesys.com)

### Geodesys Complaints Process

Whilst we make every effort to ensure that all our searches are accurate and dispatched in a timely way, we understand that occasionally things may not go as planned. We will always try to resolve a query or complaint immediately. If for some reason this isn't possible or you are not happy with the course of action taken by us, you can request that we escalate the issue internally or refer your complaint to an independent third party.

If:

- it is not possible to resolve your complaint immediately, we will take all the details, investigate your complaint and respond within 5 working days.
- it is a complex issue requiring more time, we will still contact you within 5 working days to update you with our progress.
- you would like us to liaise with a third party who is acting on your behalf, let us know.
- we do not contact you within 5 working days of you raising the complaint, you are entitled to £50 compensation.
- we consider your complaint to be justified we will :
  - Refund your search fee.
  - Provide you with a revised search.
  - Take all action within our control to put things right.
  - Keep you informed at all times.
- we cannot resolve your complaint or have failed to comply with the complaints procedure you can :
  - Let us know and we will escalate your complaint
  - Refer the issue to an independent body such as TPOs. (See below)

Geodesys is 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 CON29DW Enquiry and the Commercial Drainage and Water Enquiry.

For more information please visit [www.dwsn.org.uk](http://www.dwsn.org.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.

### The Property Ombudsman scheme (TPOs)

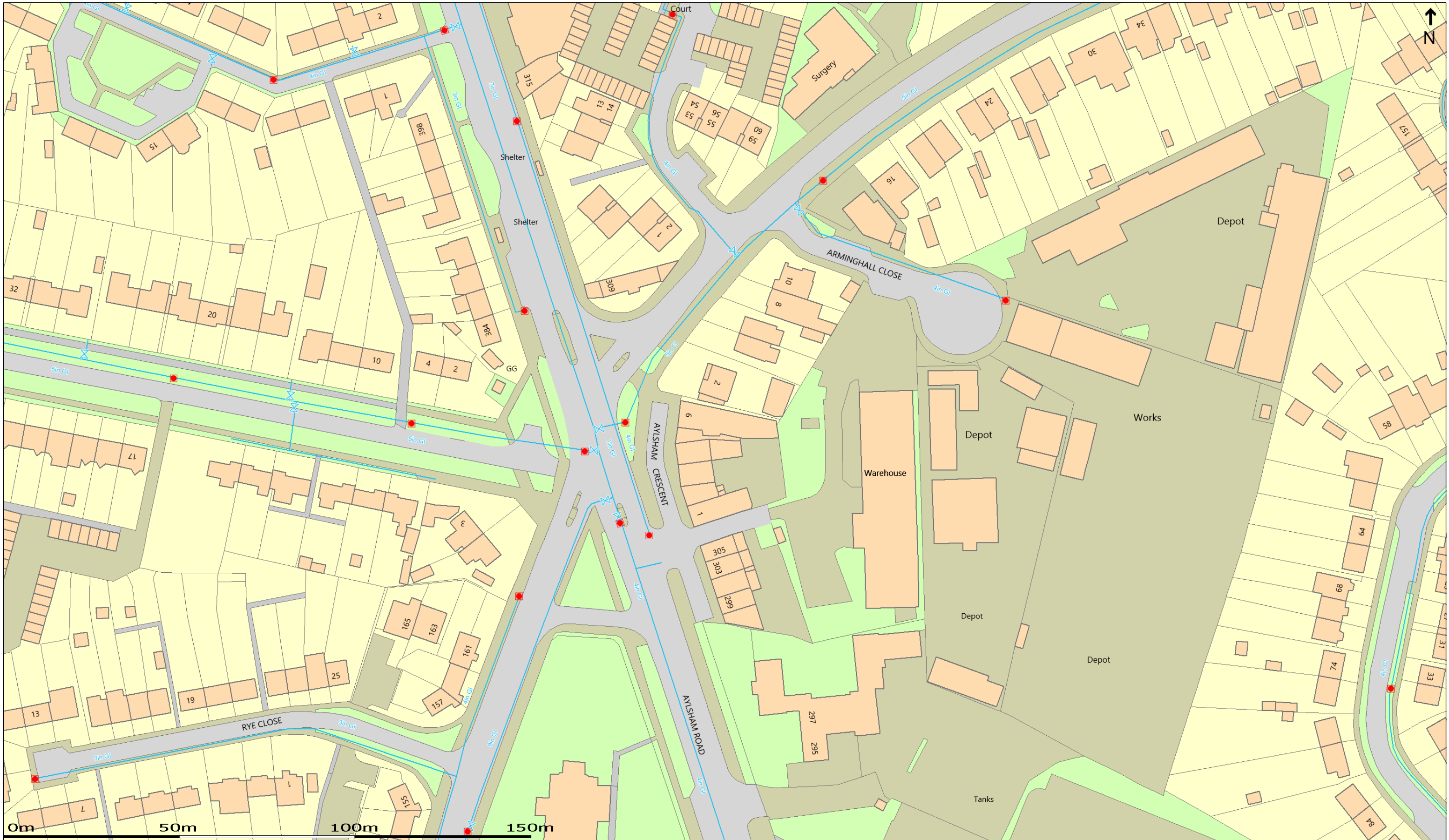
If we cannot resolve your complaint or have failed to comply with the complaints procedure, you may refer your complaint under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £25,000 to you if the Ombudsman finds that you or your client has suffered actual financial loss, distress or inconvenience.

TPOs Contact Details:

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

Telephone:  
Fax:  
Website:  
Email:

01722 333306  
01722 332296  
[www.tpos.co.uk](http://www.tpos.co.uk)  
[admin@tpos.co.uk](mailto:admin@tpos.co.uk)



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Date: 04/11/19 Scale: 1:1000 Map Centre: 621994,311038 Title: G2484078-1

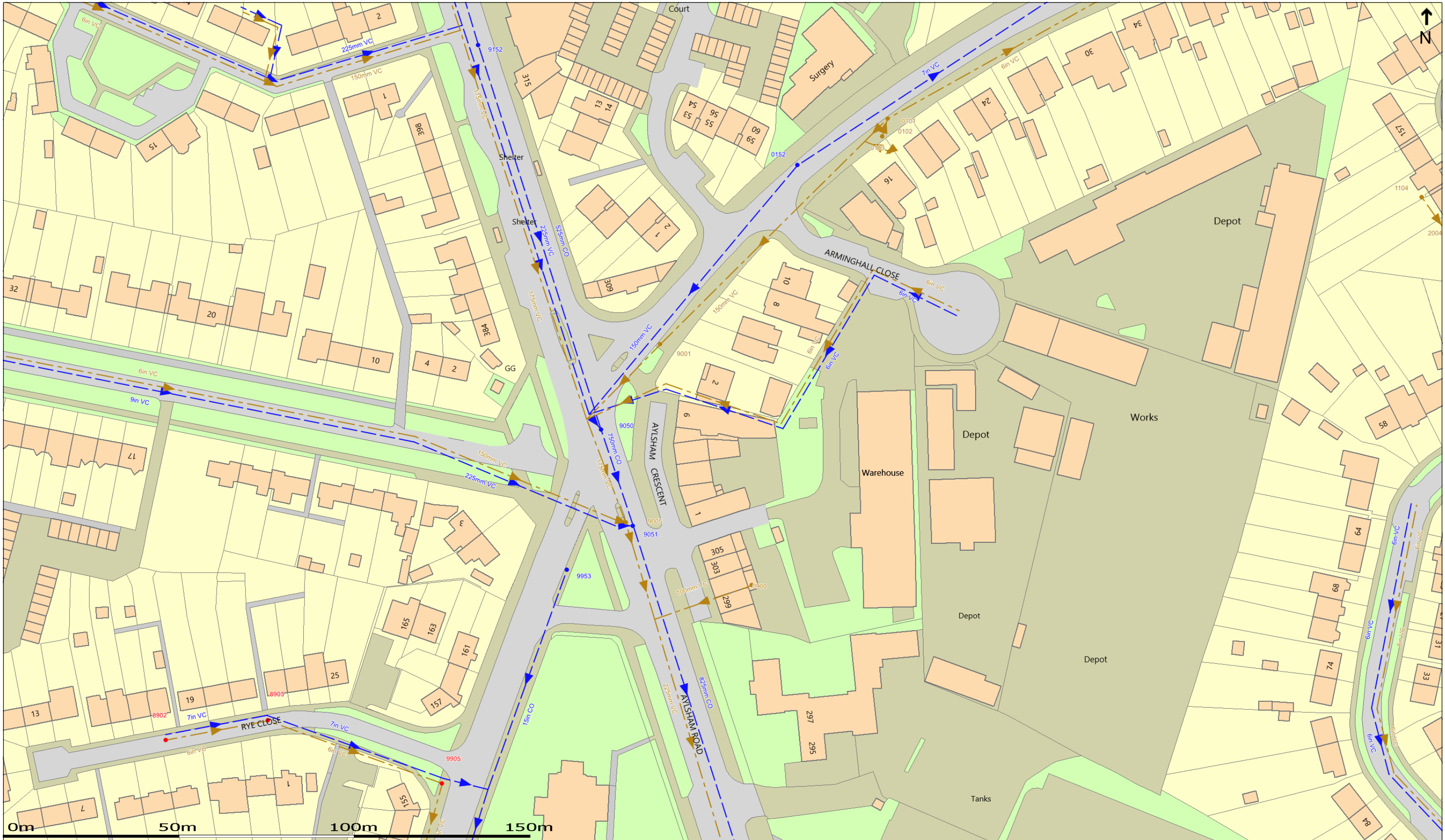
**COMMERCIALDW**  
DRAINAGE AND WATER ENQUIRY

- |                      |  |  |         |
|----------------------|--|--|---------|
| Water Main (Potable) |  |  | Hydrant |
| Decommissioned Water |  |  |         |
| Water Main (Raw)     |  |  | Fitting |



This plan is provided by Anglian Water pursuant its obligations under the Water Industry Act 1991 sections 198 or 199. It must be used in conjunction with any search results attached. The information on this plan is based on data currently recorded but position must be regarded as approximate. Service pipes, private sewers and drains are generally not shown. Users of this map are strongly advised to commission their own survey of the area shown on the plan before carrying out any works. The actual position of all apparatus MUST be established by trial holes. No liability whatsoever, including liability for negligence, is accepted by Anglian Water for any error or inaccuracy or omission, including the failure to accurately record, or record at all, the location of any water main, discharge pipe, sewer or disposal main or any item of apparatus. This information is valid for the date printed. This plan is produced by Anglian Water Services Limited (c) Crown copyright and database rights 2019 Ordnance Survey 100022432. This map is to be used for the purposes of viewing the location of Anglian Water plant only. Any other uses of the map data or further copies is not permitted. This notice is not intended to exclude or restrict liability for death or personal injury resulting from negligence.





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Date: 04/11/19 Scale: 1:1000 Map Centre: 621994,311038 Title: G2484078-1

**COMMERCIALDW**  
DRAINAGE AND WATER ENQUIRY

- Foul Sewer
- Surface Sewer
- Combined Sewer
- Final Effluent

- Decommissioned Sewer (colour denotes effluent type)
- Private Sewer (colour denotes effluent type)
- Rising Main (colour denotes effluent type)

- Manhole (colour denotes effluent type)
- Public Pumping Station
- Private Pumping Station
- Decommissioned Pumping Station

- Public Sewage Treatment Works
- Private Sewage Treatment Works
- ⊕ Outfall
- ⊖ Inlet



This plan is provided by Anglian Water pursuant its obligations under the Water Industry Act 1991 sections 198 or 199. It must be used in conjunction with any search results attached. The information on this plan is based on data currently recorded but position must be regarded as approximate. Service pipes, private sewers and drains are generally not shown. Users of this map are strongly advised to commission their own survey of the area shown on the plan before carrying out any works. The actual position of all apparatus MUST be established by trial holes. No liability whatsoever, including liability for negligence, is accepted by Anglian Water for any error or inaccuracy or omission, including the failure to accurately record, or record at all, the location of any water main, discharge pipe, sewer or disposal main or any item of apparatus. This information is valid for the date printed. This plan is produced by Anglian Water Services Limited (c) Crown copyright and database rights 2019 Ordnance Survey 100022432. This map is to be used for the purposes of viewing the location of Anglian Water plant only. Any other uses of the map data or further copies is not permitted. This notice is not intended to exclude or restrict liability for death or personal injury resulting from negligence.





## Drinking Water Quality Report for the Mancroft Public Water Supply Zone (NE54)

Report period: January 2019 to June 2019

### Your drinking water supply

Anglian Water's region is divided into around 160 water supply areas called Public Water Supply Zones, each providing our customers with an excellent drinking water supply. We carry out around 140,000 tests each year on drinking water samples taken from customer taps. The number of drinking water samples we take, and the tests we carry out, are specified in the current Water Supply (Water Quality) Regulations and our regulator, the Drinking Water Inspectorate, carry out regular audits to make sure we comply with these regulations.

During the period of this report, all samples taken in this Public Water Supply Zone fully met the legal limits specified in the current Water Supply (Water Quality) Regulations.

#### Source:

Your drinking water supply comes from both surface (either river or reservoir) and groundwater (borehole) sources.

#### Hardness:

Your drinking water supply is classified as very hard. The hardness has been shown in different units below to help you set your domestic appliances:

Total hardness as Calcium (mg/l)	Total hardness as Calcium carbonate (mg/l)	Total hardness as Degrees Clark (°Clark or °e)	Total hardness as Degrees French (°f)	Total hardness as Degrees German (°dH)	Total hardness as millimoles (mmol/l of Ca)
131.4	328.5	22.864	32.85	18.659	3.285

(mg/l = milligrammes per litre is the same as parts per million)

#### Fluoride:

We don't add fluoride to your drinking water supply, but there is naturally occurring fluoride present in all drinking water supplies.

#### Chlorine:

Disinfection is important to ensure there are no harmful organisms in the water. We use chlorine to disinfect drinking water supplies. In this Public Water Supply Zone we add a small amount of ammonia in this process which means your drinking water supply is chloraminated.

#### Lead:

If you live in a house built before 1970, you may have lead pipework. If you think you may have lead pipework, call our Lead Advice Line on 0345 070 3445 to arrange for a free lead test.

#### Work in your area:

To make sure the quality of the drinking water we supply remains excellent, we sometimes need to carry out work to ensure we continue to meet the legal limits specified in the Water Supply (Water Quality) Regulations 2016 (as amended). This work is known as a Programme of Work. Our Regulator, the Drinking Water Inspectorate, closely monitors the progress of this work and will formally sign it off when it is completed. The table below shows what we are doing in the Mancroft PWSZ:

Parameter	Programme of Work
Metalddehyde, clopyralid and total pesticides	Catchment management

#### Drinking water sample results:

The results of tests carried out on drinking water samples taken from customer taps in this Public Water Supply Zone for the period are shown in the following table:

Parameter	Legal Limit	Units	Number of samples taken	Sample Results			Number of samples not meeting legal limit
				Minimum	Average	Maximum	
MICROBIOLOGICAL PARAMETERS							
Clostridium perfringens	0	No. per 100 ml	20	0	0	0	0
Coliform bacteria	0	No. per 100 ml	92	0	0	0	0
Colony counts (3 day at 22°C)	No abnormal change	No. per 1 ml	28	0	1	17	0
E. coli	0	No. per 100 ml	92	0	0	0	0
Enterococci	0	No. per 100 ml	5	0	0	0	0
CHEMICAL PARAMETERS							
1,2-dichloroethane	3	µg/l	20	<0.13	<0.133	<0.164	0
Alkalinity (as calcium carbonate)	No legal Limit	mg/l	1	231	231	231	0
Aluminium	200	µg/l	28	<14	<14.2	15.8	0
Ammonium	0.5	mg/l	28	0.163	0.216	0.284	0
Antimony	5	µg/l	5	<0.13	<0.18	0.38	0
Arsenic	10	µg/l	5	0.16	0.2	0.28	0
Benzene	1	µg/l	20	<0.055	<0.057	<0.078	0
Benzo(a)pyrene	0.01	µg/l	5	<0.001	<0.001	<0.001	0
Boron	1	mg/l	20	<0.068	<0.068	<0.068	0
Bromate	10	µg/l	20	<0.35	<0.35	<0.35	0
Cadmium	5	µg/l	5	<0.007	<0.008	0.01	0
Calcium	No legal Limit	mg/l	2	117	122	127	0
Chloride	250	mg/l	20	51.3	66.3	82.6	0
Chlorine (free)	No legal Limit	mg/l	92	<0.05	<0.08	0.27	0
Chlorine (total)	No legal Limit	mg/l	92	0.34	0.86	1.1	0
Chromium	50	µg/l	5	<0.673	<0.673	<0.673	0
Colour	20	mg/l	28	<0.34	<0.88	1.8	0
Conductivity	2500	µS/cm @ 20 °C	121	621	735	832	0
Copper	2	mg/l	5	0.004	0.015	0.026	0
Cyanide	50	µg/l	20	<1	<1.06	1.44	0
Fluoride	1.5	mg/l	11	0.156	0.209	0.378	0
Hardness (total) as calcium	No legal Limit	mg/l	2	128	131.4	134.8	0
Iron	200	µg/l	28	<7	<7	<7	0
Lead	10	µg/l	5	<0.16	<2.92	7.67	0
Magnesium	No legal Limit	mg/l	2	5.08	5.94	6.8	0
Manganese	50	µg/l	28	<1	<1	<1	0
Mercury	1	µg/l	20	<0.029	<0.029	<0.029	0
Nickel	20	µg/l	5	1.31	2.4	5.83	0
Nitrate	50	mg/l	28	21.2	28.5	36.7	0
Nitrite	0.5	mg/l	28	<0.009	<0.009	<0.009	0
Nitrite/Nitrate	1		28	0.424	0.57	0.734	0
Odour	Acceptable to consumers and no abnormal change	Dilution No.	28	0	0	0	0
PAHs (sum of 4)	0.1	µg/l	5	0	0	0	0
pH (Hydrogen ion)	6.5 - 9.5	pH value	28	7.44	7.53	7.66	0
Phosphorus	No legal Limit	mg/l	44	1.81	1.94	2.12	0
Potassium	No legal Limit	mg/l	1	4.36	4.36	4.36	0
Selenium	10	µg/l	5	0.38	0.65	1.12	0
Sodium	200	mg/l	5	25.2	26.5	27.7	0
Solvents (tetrachloroethane and trichloroethene)	10	µg/l	20	0	0.17	1.01	0
Sulphate	250	mg/l	20	44.8	58	71.4	0
Taste	Acceptable to consumers and no abnormal change	Dilution No.	28	0	0	0	0
Temperature	No legal Limit	°C	92	5	11.5	19.1	0
Tetrachloromethane	3	µg/l	20	<0.094	<0.096	<0.1	0
Total organic carbon (TOC)	No abnormal change	mg/l	20	0.98	1.66	3.36	0
Trihalomethanes (THMs) (total)	100	µg/l	5	12.7	17.2	24.7	0
Turbidity	4	NTU	28	0.03	0.07	0.16	0
PESTICIDES							
2,4-D	0.1	µg/l	4	<0.005	<0.005	<0.005	0
Aldrin	0.03	µg/l	4	<0.001	<0.001	<0.001	0
Atrazine	0.1	µg/l	16	<0.003	<0.006	0.011	0
Bentazone	0.1	µg/l	12	<0.004	<0.004	<0.004	0

Bromacil	0.1	µg/l	8	<0.003	<0.003	<0.003	0
Carbetamide	0.1	µg/l	8	<0.002	<0.003	<0.003	0
Chloridazon	0.1	µg/l	4	<0.004	<0.004	<0.004	0
Clopyralid	0.1	µg/l	12	<0.004	<0.008	<0.009	0
Dieldrin	0.03	µg/l	4	<0.001	<0.001	<0.001	0
Ethofumesate	0.1	µg/l	4	<0.004	<0.006	<0.011	0
Flufenacet	0.1	µg/l	4	<0.003	<0.003	<0.003	0
Fluroxypyr	0.1	µg/l	8	<0.003	<0.007	<0.01	0
Glyphosate	0.1	µg/l	4	0.003	0.005	0.008	0
Heptachlor	0.03	µg/l	4	<0.001	<0.001	<0.001	0
Heptachlor epoxide	0.03	µg/l	4	<0.001	<0.001	<0.001	0
Linuron	0.1	µg/l	4	<0.007	<0.007	<0.007	0
MCPA	0.1	µg/l	8	<0.004	<0.004	<0.004	0
MCPP (Mecoprop)	0.1	µg/l	8	<0.003	<0.003	<0.003	0
Metaldehyde	0.1	µg/l	16	<0.004	<0.007	0.024	0
Metazachlor	0.1	µg/l	4	<0.001	<0.002	0.003	0
Pesticides - Total	0.5	µg/l	21	0	0.01	0.024	0
Propyzamide	0.1	µg/l	8	<0.002	<0.002	<0.002	0
Quinmerac	0.1	µg/l	12	<0.001	<0.003	<0.004	0
Simazine	0.1	µg/l	4	<0.005	<0.005	<0.005	0

Units	
<	Below the limit of detection of our analysis
mg/l	Milligrammes per litre or parts per million
µg/l	Microgrammes per litre or parts per billion
Pt/Co	Platinum/Cobalt
µS/cm	Micro Siemens per centimetre
Bq/l	Becquerel per litre
mSv/year	Micro Sieverts per year
NTU	Nephelometric Turbidity Units
No legal limit	There is no legal limit set in the Regulations

GLOSSARY		
Parameter	What it means	Legal limit
1,2-dichloroethane	Used in industrial processes. Trace amounts may be found in some water sources. Removed by water treatment.	3 µg/l
Acrylamide	A monomer not found naturally in water but found in polyacrylamide which can be used for water treatment. Use of polyacrylamide is tightly controlled.	0.1 µg/l
Alkalinity	Alkalinity is the amount of calcium and magnesium salts dissolved in the water. Known as temporary hardness and removed by boiling.	No legal limit
Aluminium	Naturally present in some water sources. Can be used in water treatment processes but is then removed. Anglian Water periodically use aluminium in the water treatment process at some water treatment works.	200 µg/l
Ammonium (ammonia and ammonium ions)	Naturally present in most water sources. Can be added as part of the disinfection process to maintain chlorine in the distribution system (known as chloramination).	0.5 mg/l
Antimony	Not found naturally in drinking water. Traces found in water are likely to be due to contact with brass fittings or lead solder.	5 µg/l
Arsenic	Low levels can occur naturally in some groundwater sources. Arsenic is removed by water treatment.	10 µg/l
Benzene	Used in the petrochemical and plastics industry. May be present in water sources due to industrial pollution but is removed by treatment.	1 µg/l
Benzo(a)pyrene	One of several compounds known as poly aromatic hydrocarbons (PAHs). Coal tar was historically used to line water mains to prevent corrosion; trace levels can be found in drinking water where coal tar linings are still present.	0.01 µg/l
Boron	Low levels may occur naturally in some water sources. Industrial discharges or detergents in treated sewage effluents can increase levels in surface waters.	1 mg/l
Bromate	May occasionally be detected in groundwater sources caused by industrial pollution. Can also be formed by the reaction of naturally occurring bromide with oxidants (such as ozone) used in the disinfection of drinking water.	10 µg/l
Cadmium	Low levels may occur naturally in some groundwater sources. Cadmium is removed by water treatment.	5 µg/l
Calcium	Occurs naturally in water as it passes through mineral deposits and rock strata.	No legal limit
Chloride	A common component of salt and found naturally in most water sources.	250 mg/l
Chlorine (free) Chlorine (total)	Anglian Water disinfects all water supplies using chlorine. The concentration of chlorine used is carefully controlled to ensure disinfection of the water is maintained whilst minimising any taste or odour issues for customers.	No legal limit
Chromium	Rarely found in drinking water. Traces may be found if water has passed through rock strata containing naturally occurring chromium.	50 µg/l
<i>Clostridium perfringens</i>	Organisms found in the gut of warm blooded animals. Their presence in treated water indicates possible contamination and requires investigation.	0 per 100 ml

Coliform bacteria	Organisms found in the environment (soil, water and vegetation). Their presence in treated water indicates possible contamination and requires investigation.	0 per 100 ml
Colony counts - 2 day at 37°C - 3 day at 22°C	Are a measure of naturally occurring harmless bacteria found in drinking water.	No. per 1ml - No abnormal change
Colour	Slight tingeing of the water can occur naturally in some water sources. It is removed by water treatment.	20 mg/l Pt/Co scale
Conductivity	A measure of the amount of naturally occurring dissolved inorganic substances in water.	2500 µS/cm at 20°C
Copper	Rarely found in water sources. Can occur in drinking water which has been in contact with copper pipes and fittings in households. May cause blue/green staining.	2.0 mg/l
<i>Cryptosporidium</i>	A parasite that can cause severe gastroenteritis. Continuous monitoring is carried out at any water treatment works classified as being at significant risk.	No legal limit
Cyanide	Rarely found in drinking water. Traces may be found if water has passed through rock strata containing naturally occurring cyanide.	50 µg/l
<i>E. coli</i> and Enterococci	Organisms found in the gut of warm blooded animals. Their presence in treated water indicates possible contamination and requires investigation.	0 per 100 ml
Epichlorohydrin	Not found naturally in water but found in polyamine which can be used for water treatment. Use of polyamines is tightly controlled.	0.1 µg/l
Fluoride	Occurs naturally in many water sources at varying concentrations. Fluoride is added to some drinking water supplies at the request of the local Health Authority.	1.5 mg/l
Gross alpha activity Gross beta activity	Both of these are measured as part of the calculation of the Total Indicative Dose (TID) for radiation (see below).	0.1 Bq/l 1 Bq/l
Hardness (total)	Hardness is due to the calcium and magnesium salts dissolved in the water. The geology of the Anglian Water area means all our water is hard.	No legal limit
Iron	Naturally occurring in many water sources. Can be present in drinking water due to the corrosion of iron water mains. Can also be used in water treatment processes but is then removed.	200 µg/l
Lead	Lead is very occasionally found in water sources. It is more usually found in drinking water due to contact with lead pipes in properties built before 1970. Anglian Water dose phosphate to water supplies in areas where lead could leach from pipework, but the only permanent solution for householders is replacement of any lead pipework.	10 µg/l
Magnesium	Occurs naturally in water as it passes through mineral deposits and rock strata.	No legal limit
Manganese	Occurs naturally in many water sources and is removed by water treatment.	50 µg/l
Mercury	Rarely found in drinking water. Traces may be found if water has passed through rock strata containing naturally occurring mercury.	1 µg/l
Nickel	Occurs naturally in some groundwater sources. It can be found in drinking water due to contact with modern nickel coatings on domestic taps and fittings.	20 µg/l
Nitrate	Occurs naturally in most water sources. Increased levels in water sources can occur as a result of fertiliser use. Dilution with low nitrate water sources and water treatment reduces nitrate levels.	50 mg/l
Nitrite	Occurs naturally at low levels in some water sources but is removed by treatment. It is sometimes produced as a by-product when ammonia and chlorine are used together to disinfect the water.	0.5 mg/l (at customer taps), 0.1 mg/l (at water treatment works)
Nitrite/Nitrate	Measure of the combined concentrations of these two compounds in drinking water. Concentration of nitrate divided by 50 + concentration of nitrite divided by 3 should be less than or equal to 1.	1
Odour	A measure of the aesthetic quality of drinking water. Unusual odours or tastes may indicate a problem which needs investigating.	Acceptable to consumers and no abnormal change
Pesticides – organochlorine compounds (aldrin, dieldrin, heptachlor, heptachlor epoxide)	Persistent in the environment but no longer used in the UK. Treatment processes are used to remove any pesticide residues where present.	0.03 µg/l
Pesticides – other than organo chlorine compounds	Traces of pesticides can occasionally be found in water sources as a result of agricultural and non agricultural use of pesticides in the environment. Treatment processes are used to remove any pesticide residues where present. Monitoring is carried out for the most widely used pesticides in the area of supply.	0.1 µg/l
Pesticides - total	This is the sum of the concentrations of the individual pesticides detected.	0.5 µg/l
pH (hydrogen ion)	A measure of the acidity or alkalinity of water; pH values below 7 are acidic, 7 is neutral and above 7 are alkaline. A low pH can result in pipe corrosion.	6.5 (min) - 9.5
PAHs (sum of 4)	Polycyclic aromatic hydrocarbons (PAHs) may be found in drinking water where coal tar was historically used to line water mains to prevent corrosion. Those measured are benzo(b)fluoranthene, benzo(k)fluoranthene, benzo(ghi)perylene and indeno(1,2,3-cd)pyrene.	0.1 µg/l (sum of 4)
Phosphorus	Occurs naturally in water but can be added during water treatment in the form of phosphate to minimise the amount of lead which can be dissolved in water.	No legal limit
Potassium	Occurs naturally in water as it passes through mineral deposits and rock strata.	No legal limit
Selenium	Rarely found in drinking water. Traces may be found if water has passed through rock strata containing naturally occurring selenium.	10 µg/l
Sodium	Low levels occur naturally in many water sources. Domestic water softeners can increase the sodium concentration. Softened water should not be used for drinking, cooking and preparing babies' feeds.	200 mg/l
Solvents (tetrachloroethane and trichloroethene)	This standard is the sum of both solvents. Traces may be found in water sources due to industrial pollution. Solvents are removed using specialist treatment.	10 µg/l for the sum of both
Sulphate	Occurs naturally in many water sources after contact with mineral deposits and rock strata.	250 mg/l
Taste	A measure of the aesthetic quality of drinking water. Unusual odours or tastes may indicate a problem which needs investigating.	Acceptable to consumers and no abnormal change
Temperature	This is a measure of the water temperature when samples are taken.	No legal limit
Tetrachloromethane	A solvent sometimes found in water sources due to industrial pollution. Solvents are	3 µg/l

	removed using specialist treatment.	
Total Indicative Dose (TID)	TID is the effective dose of radiation exposure the body may receive through drinking water. It is required to be measured if the gross alpha or gross beta activities (see above) exceed the screening values.	0.1 mSv/year
Total Organic Carbon (TOC)	A measure of the total amount of organic matter in the water.	No abnormal change
Trihalomethanes (THMs) (total)	Can be formed during the disinfection of water supplies if chlorine reacts with naturally occurring organic substances.	100 µg/l
Tritium	Tritium is a radioactive isotope of hydrogen which is found naturally in water at very low levels.	100 Bq/l
Turbidity	This is a measure of the cloudiness of the water.	4 NTU at customer taps 1 NTU at water treatment works
Vinyl chloride	Not found naturally in water. May be found in water pipes containing polyvinyl chloride (PVC). Concentrations are strictly controlled by product specification.	0.5 µg/l
Further information can be found on the Anglian Water and Drinking Water inspectorate websites: <a href="http://www.anglianwater.co.uk">www.anglianwater.co.uk</a> <a href="http://www.dwi.gov.uk">www.dwi.gov.uk</a>		



**Property Address:**

6, Aylsham Crescent  
NORWICH  
NR3 2RZ

**Date of Issue** 31 October 2019

**Reference** PP00630350

**Client Ref** 00296328

## NO LIABILITY

PinPoint CHANCEL has searched their records of historical parish and tithe boundaries, third party data, and data sourced from the national archives.

We have determined that the property is not located in a historical parish or tithe district containing a record of Chancel Liability

**Based upon this result, we have provided an Insurance Policy covering the property for Chancel Liability up to the sum of £3 Million (subject to terms and conditions)**

This service is only available for properties in England and Wales. The data used to identify potential risk is derived from an academic interpretation of historical parish boundaries, tithe districts and the relevant documentation pertaining to potential chancel repair liability held at the National Archive.

"No record of risk" means:

- a) no record of risk is held by the National Archive within the relevant Inland Revenue Indices for the subject parish;
- b) the record held by the National Archive details that the total liability is held by the Church Commissioners, Cathedrals and/or educational establishments.

It should be noted that this service searches against the identified address point of the subject building and not the delineated boundary of the property, in order to establish the location in respect of the relevant historical boundary.

**PinPoint Chancel Ltd**

Riverbank House, 1 Putney Bridge Approach, London SW6 3JD

T: 0844 822 3960

E: [info@PinPointinformation.co.uk](mailto:info@PinPointinformation.co.uk)

[www.PinPointinformation.co.uk](http://www.PinPointinformation.co.uk)







## Your Aviva Legal Indemnity Policy Schedule

### Chancel Repair policy number: 24821431CLI

Pinpoint Limited has produced a negative search result for Chancel liability in respect of the Property

This policy has been arranged for you on the recommendation of your legal adviser. It provides evidence of your insurance and may be required in the event of a claim.

**Important.** If the information in your policy is incorrect or incomplete, or if the insurance does not meet your requirements, please tell us as soon as possible

### You are

- any owner(s) now and in the future of the freehold or leasehold interest in the Property
- any bank, building society or other lending institution holding a mortgage or charge on the Property.

### We are

Aviva Insurance Limited, of Pitheavlis, Perth PH2 0NH 9 (our registered office) registered in Scotland under company registration number 2116 authorised by the Prudential Regulation Authority regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### Your Premium Details

<b>Total premium</b>	<b>£5.60</b>
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This includes:

- |   |       |
|---|-------|
| • Chancel Repair indemnity premium excluding IPT              | £5.00 |
| • Insurance Premium Tax (IPT) at the prevailing rate of 12.0% | £0.60 |

This premium is payable once only, for the duration of your policy (see Your Period of Cover).

### Your Property details

6, Aylsham Crescent  
NORWICH  
NR3 2RZ

## Your Insured Use

Your continued use of the Property as a commercial/business unit and/or residential property (which includes owner occupied or investment residential property) not exceeding 3 acres.

## Your Cover Limit

You are covered for any claim(s) made against you under this policy for Insured Losses which you incur up to a total value of £3,000,000

## Your Period of Cover

**Start Date: 31 October 2019**

This policy is effective from the Start Date and continues for ever

## Your Covered Risk(s)

The Property is or may be subject to a liability to meet or contribute toward the cost of repairing the chancel of a church

## Operation of Cover

In return for the payment of your Premium, we will provide the Cover to you throughout your Period of Cover, provided that

- to the best of your knowledge and belief, the information in the Statement of Fact attached to this policy was true when given; and
- you comply with the Terms and Conditions of this policy.

## Your Cover

In the event that anyone relies on the Covered Risk to claim or establish during your Period of Cover a legal right to prevent or restrict your use of the Property or reduce its value when used in accordance with your Insured Use, we will, subject to the Terms and Conditions of this policy, indemnify you for your Insured Losses.

## Your Insured Losses

**As owner:** If you are an owner of the freehold or leasehold interest in the Property, the losses for which you are insured under this policy are

- all sums which you are liable to pay in accordance with any order, injunction or judgement from a court of law in respect of a chancel repair liability, or with our written agreement
- any other costs incurred by you, with our written agreement
- payable by us notwithstanding a breach of the terms or conditions of this policy by someone other than you, provided that you did not agree with, and were not aware of, the breach.

**As lender:** If you are a bank, building society or other lending institution holding a mortgage or charge on the Property, the losses for which you are insured under this policy are

- any shortfall in the repayment of your mortgage advance or loan secured by the Property, together with interest and costs, insurance premiums, legal and estate agency fees, ground

rent and service charges (if applicable), following the exercise of your power of sale of the Property as mortgagee-in-possession

- payable by us notwithstanding a breach of the terms or conditions of this policy by someone other than you, provided that you did not agree with, and were not aware of, the breach.

## Your Uninsured Losses

**As owner:** If you are an owner of the freehold or leasehold interest in the Property, the losses for which you are not insured under this policy are

any costs or expenses which result from

- damage to a church which is insurable (whether or not actually insured) under a material damage buildings insurance policy
- a chancel repair liability (including any caution) which is already registered against the Property, or in respect of which a notice of intended registration has already been lodged, at the Land Registry on or before the Start Date of the Policy
- the Property being more than 3 acres

# Your Aviva Legal Indemnity Policy Terms and Conditions

The following terms and conditions apply to all sections of your policy. If you do not keep to these terms and conditions

- we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium and/or change any excess, or
- the extent of the cover may be affected.

## General

Without first obtaining our written consent (which we need not give), you and anyone who acts on your behalf must not

- disclose the existence of this policy to anyone other than the legal advisers of prospective buyers of your Property and/or their mortgage-lenders;
- discuss or enter negotiations with anyone who may have an interest in or rights to enforce your Covered Risks;
- use the Property otherwise than in accordance with your Insured Use.

## Claims

You must

- without unnecessary delay give written notice to us of any potential or actual claim or any circumstances likely to result in a claim;
- pass immediately to us all court documents and/or other communications received by you, and provide all information and assistance which we reasonably require;
- not deal with or attempt to settle a claim without our prior written agreement;
- do and allow to be done at our expense, all things reasonably necessary to minimise any losses, damages, costs and expenses payable under this policy.

We can

- have full discretion and conduct in your name the defence and settlement of any claim or the prosecution of any claim for indemnity, damages or otherwise;
- pay to you at any time the amount of the Cover Limit or any lesser amount for which claims can be settled, and then give up control of the claims and have no further involvement with them;
- if we have accepted a claim, refer any disagreement between you and us over the amount to be paid to an agreed arbitrator (or, in the absence of agreement, an arbitrator appointed by the President of the Chartered Institute of Arbitrators) in accordance with the law at the time. Legal action can be taken by you only after the arbitrator has made an award.

If you have other insurance covering the same loss as is covered under this policy, we will pay no more than our rateable proportion of the loss.

Our liability to you in respect of all and any claims under this policy will not exceed in total the amount of the Cover Limit.

## Choice of law

The law of England and Wales will apply to this policy unless

- you and we agree otherwise; or
- at the Start Date you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English

## Your cancellation rights

If you have taken out this policy acting other than in the course of your trade, business or profession ('a consumer'), you have the right to cancel your policy within 14 days from either the date of purchase of the policy or the day on which you receive your policy documentation, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid. To cancel please call Aviva on 0800 158 2236.

Please be aware that cancellation of this policy may put you in breach of your mortgage terms and/or the terms of a sale or lease agreement.

If you are not a consumer you do not have a statutory right of cancellation under this policy.

## How to claim

If you need to make a claim, please contact the legal adviser who arranged the policy for you; or you can write to Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number (tel: 0800 158 2236).

Please be aware of the General and Claims Terms and Conditions of this policy.

## Financial Services Compensation Scheme

If you have taken out this policy acting other than in the course of your trade, business or profession ('a consumer'), you have the right to cancel your policy within 14 days from either the date of purchase of the policy or the day on which you receive your policy documentation, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid. To cancel please call Aviva on 0800 158 2236.

Please be aware that cancellation of this policy may put you in breach of your mortgage terms and/or the terms of a sale or lease agreement.

If you are not a consumer you do not have a statutory right of cancellation under this policy.

## Complaints

### Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect from us, we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

### What will happen if you complain

- We will acknowledge your complaint promptly;
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

## What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting The Manager, Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS or telephone us on 0800 158 2236.

If you are unhappy with the outcome of your complaint, you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 0800 023 4567 (calls from UK landlines and mobiles are free) or 0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

## IMPORTANT INFORMATION

### Important notice - information we need to know about

You must take reasonable care to provide complete and accurate answers to the insurer's questions when you take out or make changes to your policy.

Please tell Aviva Legal Indemnities immediately if there are any changes to the information set out in "The Statement of Fact" document or on your policy.

If you are in any doubt, please contact Aviva Legal Indemnities.

When you inform us of a change, we will tell you if this affects your policy, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by you is not complete and accurate:

- we may cancel your policy and refuse to pay any claim;
- we may not pay any claim in full;
- we may revise the premium and/or change any excess;
- the extent of the cover may be affected.

We recommend you keep a record (including copies of letters) of all information supplied to the insurer for future reference.

### Data Protection Act – information uses

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data you supply are Aviva Insurance Limited.

### Insurance administration

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agents, and by reinsurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any

sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

In assessing your application and calculating the premiums, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Similar checks may be made in assessing any claims made. Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

### **Our Regulatory Status**

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are registered as Aviva Insurance Limited. (Registered in Scotland, No.2116. Registered Office: Pitheavlis, Perth PH2 0NH) and our firm's reference number is 202153. You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting their website [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768.

### **Customers with Disabilities**

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number or telephone 0800 158 2236.

### **Telephone call charges and recording**

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Aviva Insurance Limited.  
Registered in Scotland, No. 2116.  
Registered Office: Pitheavlis, Perth PH2 0NH.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

## Statement of Fact

The following information has been provided to us by or on behalf of the owner/occupier of the Property or some other person with recent, first-hand knowledge of the Property, immediately before the Start Date of the policy.

We have relied on this information in deciding whether, and on what terms, to offer cover, and it forms part of your policy. Please read any assumptions carefully.

If you are aware of any error or inaccuracy in this information you should tell us immediately. If you do not tell us about any relevant facts:

- we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium and/or change any excess, or
- the extent of cover may be affected.

1. The Property is comprised of less than 3 acres
2. Within the past 3 months, a search has been carried out at the Land Registry which does not disclose the registration, or notice of intended registration, of a chancel repair liability affecting the Property
3. You are not aware of any correspondence or contact by or with a parochial church council or any other church body or authority about a liability for chancel repair which affects either the owners of the Property, or owners of other properties in the vicinity of the Property

Aviva Insurance Limited.  
Registered in Scotland, No. 2116.  
Registered Office: Pitheavlis, Perth PH2 0NH.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



## STATUTORY DISCLOSURE NOTICE

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### TO THE INTERMEDIARY

This document must be revealed to the ultimate policyholder (including any lender's interest) before the conclusion of the insurance contract.

If you are a Solicitor, Licensed Conveyancer or Legal Executive, you should disclose this document to your client and/or their lender and/or the purchasers legal representatives for the benefit of their client and/or lender prior to the conclusion of the insurance contract.

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### TO THE POLICYHOLDER

#### **Who are we?**

PinPoint Chancel Ltd Registered office, Riverbank House, Putney Bridge Approach London SW6 3JD. Reg No.06019828

#### **What services do we provide?**

We assume that you are reading this because you have received professional advice that identified a need for the insurance policy requested. We are not permitted to provide advice on your requirement for the Insurance policy, or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional advisor.

#### **Payment for our services.**

Should you decide to proceed with purchasing an insurance policy you will be charged a premium that applies to the insurance policy you request which includes an administration fee of £6.00 (£5 net of VAT)

#### **Our regulatory status.**

PinPoint Chancel Ltd are an Appointed Representative of Arlington Insurance Services Ltd which is authorised and regulated by the Financial Conduct Authority. This can be checked by utilising the FCA website, [www.fca.gov.uk](http://www.fca.gov.uk).

#### **Financial Conduct Authority.**

The FCA is an independent body that regulates the financial services industry (Including general sales and administration) in the UK.

#### **The FCA requires us to provide you with this document for you information.**

We recommend that you use the information provided in this document to help you decide if our services are right for you.

#### **What to do if you have a complaint.**

If you have any cause for complaint, you should, in the first instance write to us at: PinPoint Chancel Ltd, Riverbank House, 1 Putney Bridge Approach, London SW6 3JD. Tel: 0844 822 3960. Email: [info@PinPointinformation.co.uk](mailto:info@PinPointinformation.co.uk). Please quote the details of the policy (surname and initial, policy number and property address)

# Terms of Business

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PinPoint Chancel Ltd  
Riverbank House,  
1 Putney Bridge Approach,  
London SW6 3JD

0844 822 3960  
[PinPointinformation.co.uk](http://PinPointinformation.co.uk)

Registered in England and Wales 06019828, Registered Office:  
Riverbank House, 1 Putney Bridge Approach, London SW6 3JD

## 1. Definitions

In these Terms the following words shall have the following meanings:

1.1 “Charges” means our charges for providing the Services.

1.2 “Client” means the seller, buyer, potential buyer and a lender in respect of the Property who is the intended recipient of the Report and has an actual or potential interest in the property, and/or the individual or organisation to whom You provide professional services as an agent and/

or Your professional advisors, where applicable.

1.3 “Confirmation of Order” means when we confirm acceptance of your Order by electronic means.

1.4 “Information” means any information supplied by You to Us in connection with the provision of the Services including any information provided by you in an Order.

1.5 “Intellectual Property Rights” means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property right.

1.6 “PIO” (Pinpoint Information Online) is the Pinpoint website system. You will have been supplied a username and password for accessing the website.

1.7 “Literature” means our brochures, price lists and advertisements in any type of media, including the content of the Website.

1.8 “Order” means the request for Services by You.

1.9 “Request” means the electronic request via website.

1.10 “Property” means an address or location for which Pinpoint Information provides a Service.

1.11 “Report” means report prepared by the suppliers in respect of the Property.

1.12 “Service(s)” means the supply of services by Us to You on your behalf.

1.13 “Supplier” means any organisation or third party who provides data or information or reports of any form to Pinpoint for the purposes of providing the Services.

1.14 “Terms” means these terms and conditions of business.

1.15 “You” and “Your” are references to the individual, company, partnership or organisation who accesses the Website or places an Order with Pinpoint.

1.16 “Website” means one of the family of Pinpoint websites for which we have supplied you with a username and password.

1.17 “We”, “Us”, “Our” “Pinpoint” “Pinpoint Chancel” “Pinpoint Chancel Search” and “PinPoint Chancel Insurance” are references to Pinpoint Chancel Ltd whose registered office is at Riverbank House Putney Bridge Approach London SW6 3JD.

1.18 “Reseller” means a reseller of the Company whom the Company has duly appointed to resell its Products and Services

1.19 “Account” means the account with credit limit established by a Customer with the Company and/or the Reseller for the purpose of purchasing Products or Services

## 2. Agreement

2.1 The agreement between You and Pinpoint shall come into existence when Pinpoint accepts your Account Registration

2.2 These Terms, as maybe varied from time to time, shall govern the agreement between You and Pinpoint to the exclusion of all other terms and conditions.

2.3 By submitting an Order, you shall be deemed to have accepted these Terms and You agree to be bound by these Terms when You place any Order. Your continued use of the Services shall amount to your acceptance of any variations to these Terms.

2.4 These Terms together with the Literature and Order comprise the whole agreement relating to the supply of the Services to You by Pinpoint. You have not relied upon any representations save insofar as the same have been expressly incorporated in these Terms and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.

### 3. Services

3.1 Pinpoint shall use reasonable care and skill in providing the Services to You, and in providing search reports and services will comply with the Search Code, however, the Services are provided on the express basis that the information and data supplied in the Services are derived from Suppliers and Pinpoint does not warrant the accuracy or completeness of such information or data.

3.2 Pinpoint will not be obliged to accept any Order and we may refuse to provide the Services at any time without giving any reason. No contract for Services will come into force until the Confirmation of Order.

3.3 We reserve the right to make any changes to the Services to conform with any applicable statutory requirements or which we deem appropriate in our sole discretion.

3.4 Our Services and any Supplier services are provided solely for Your use, or the use of Your clients on whose behalf You have commissioned

the Services, and shall not be used or relied upon by any third party, without Our written consent.

3.5 Subject to anything else contained within these Conditions, all other warranties, conditions, terms, undertakings and obligations, whether express or implied are expressly excluded.

3.6 To receive Services from the Company You have to set up an Account. Once you have opened an account you will be able to set up as Approved Users and you will be able to purchase services

### 4. Charges

4.1 Unless expressed otherwise, the Charges will include VAT at the applicable rate.

4.2 Pinpoint reserves the right to amend its prices from time to time and the Services will be charged at the price applicable at the date on which an Order is submitted.

4.3 On receiving an order from you, we will check the validity of the items and prices. If there is a problem with the item ordered or the price, we will contact you and offer to credit this order or amend it.

4.4 When paying by credit card, we automatically receive proof of payment.

4.5 If your account is set up for BACS payments, payment is required the same day and you will daily send us a statement of the payments to us.

4.6 If your account is set up for Direct Debit, we will collect the payment directly from your bank.

4.7 Processing of the order will commence when an Order is submitted and the Confirmation of Order is sent to you.

4.8 Invoices will be sent to you electronically (or made available online), or by post, confirming individual items of an order and the Charges for that order.

### 5. Cancellation of Services

5.1 Due to the instant process of the Pinpoint Chancel 'screening search' it is not possible for a Pinpoint chancel 'screening search' to be cancelled.

5.2 Cancellation of Pinpoint chancel search insurance: If You want to cancel an Order submitted to Us then You agree to notify Us as soon as possible and within 14 days either from the day of purchase of the insurance or on the day on which you receive your policy documentation, whichever is the later. You will remain liable for any expenses or disbursements We may have incurred prior to receiving your notice of cancellation. All expenses or disbursement must be paid in accordance with Term 4. You will not be entitled to obtain a refund of the Charges if you cancel on or after the Confirmation Date.

## 6. Termination

6.1 Pinpoint may suspend or terminate any agreement between us without any liability to You with immediate effect if at any time:

- (i) You fail to make any payment due in accordance with Term 4;
- (ii) If You repeatedly breach or commit or cause to be committed a material breach of these Terms; or
- (iii) You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so.

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

6.3 Pinpoint reserves the right to refuse to supply any or all Services to You without notice or reason.

## 7. Events Beyond Our Control

7.1 You acknowledge that the Company shall not be liable for any interruption, delay, or failure in the provision of the Services which are caused or contributed to by any circumstance which is outside our reasonable control including but not limited to, lack of power, computer malfunction, inaccurate processing of data, or delays in receiving, corruption of data whilst in the course of conversion, printing, telecommunications failure or overload, , loading or checking data, geo-coding, or processing by computer in the course of electronic communication.

## 8. Warranties and Limitation of Liability

8.1 We provide warranties and accept liability only to the extent stated in this Term 8.

8.2 Nothing in these Terms excludes either party's liability for death or personal injury caused by its negligence.

8.3 As the information contained in the Services is provided to Pinpoint by its Suppliers, Pinpoint cannot control its accuracy or completeness, nor is it within the scope of Pinpoint's Services to check the information provided by its Suppliers. Accordingly, Pinpoint will only be liable to You for any loss or damage caused by its negligence or wilful default and Pinpoint shall not in any other circumstances be liable for any inaccuracies, faults or omissions in the Services nor shall Pinpoint have any liability if the Services are used otherwise than in accordance with these Terms.

8.4 Pinpoint shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by Pinpoint.

8.5 Pinpoint shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to Your computer equipment, software, data or other property resulting from Your access to, use of or browsing of the Website; or as a result of downloading any material, data, text, images, video or audio from the Website; or by the contents of or Your access to, any website linked to the Website; or for inaccuracies or typographical errors of information or on the Website.

8.6 All warranties, conditions and other terms implied by statute or common law are excluded, to the fullest extent permitted by law

8.7 We cannot accept any responsibility for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by you.

8.8 We have insurance in place to protect the client against negligence by us and with regard to information to be included in the report. However, PinPoint assumes that the value of the property does not exceed £5 million, and that it is the responsibility of the customer to advise the firm at the time of requesting the search where the property exceeds £5 million. Our insurers in respect of the report are: HCC International, Fitzwilliam House, 10 St Marys Axe London EC3A 8BF

8.9 FCA Status - Pinpoint Chancel Ltd are an Appointed Representative of Arlington Insurance Services Ltd who are Authorised and regulated by the Financial Conduct Authority. FSA Registration number 442301. This can be checked by visiting [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or contacting FCA on 0300 500 5000.

8.10 The insurance which is the subject of Terms of Business is provided by Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, Tel 0800 158 2236. Pinpoint Chancel Ltd are not permitted to provide advice on your requirement for the Insurance policy, or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional advisor.

## 9. Intellectual Property Rights

9.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either Pinpoint or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.

9.2 You agree that You will treat and will procure that Your clients on whose behalf You have commissioned

the Services will treat as strictly private and confidential the Services and all information which they obtain from the Services.

9.3 You agree that You will procure that Your clients on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with PinPoint Chancel Information change, amend, remove, alter or modify the Service or any trademark or proprietary marking in the Service.

9.4 We disclaim all proprietary rights including without limitation, Intellectual Property Rights with respect to provision of Services by Our Suppliers.

9.5 You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this Term 9.

## 10. Assignment & Title Retention Clause

10.1 You shall not be entitled to assign Your agreement with Us or any part of it without Our prior written consent.

10.2 We may assign the agreement or any part of it to any person, firm or company.

10.3 Title to the Report shall remain vested in us and shall not pass to you until the purchase price for Report has been paid in full and received by us.

## 11. General

11.1 The parties to these Terms do not intend that any term of Our agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.

11.2 Failure or delay by Us in enforcing or partially enforcing any provision of the agreement will not be construed as a waiver of any of Our rights under the agreement.

11.3 Any waiver by Us of any breach of, or any default under, any provision of the agreement by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the agreement.

11.4 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.

11.5 Unless otherwise stated in these Terms, all notices from You to PinPoint Chancel Information or vice versa must be in writing and sent to

Executive office address: Riverbank House, 1 Putney Bridge Approach, London SW6 3JD or Your address as stipulated in the Order.

11.6 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English Courts.

## 12. Complaints procedure

If You have a complaint regarding the Company's Services or Products, please send the details in writing to Pinpoint Chancel Ltd, Riverbank House, 1 Putney Bridge Approach, London SW6 3JD or email to [info@PinPointinformation.co.uk](mailto:info@PinPointinformation.co.uk) or telephone 0844 822 3960. We will handle any complaints both speedily and fairly, we will:

i) Acknowledge your complaint within 1 working day of receipt; ii) Normally deal with it fully and provide a final response in writing within 20 working days of receipt; iii) Keep you informed by letter, telephone or email, as you prefer. If we need more time; iv) Provide a final response, in writing, at the latest within 40 working days of receipt; v) Liaise, at your request, with anyone acting formally on your behalf

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision. If you are not satisfied with our final response, or if we exceed the response timescales, you may take one of the following actions:

1.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 SP1 2BP

2.If your complaint is in relation to our insurance products: You may refer your complaint to the Financial Ombudsman Service; Exchange Tower Harbour Exchange London E14 9S



### 13. Data Protection

As required by the UK General Data Protection Rule 2018, we follow strict security procedures in the storage and disclosure of the information you have given to us. For further information please refer to Data Protection on our website - [www.PinPointinformation.co.uk](http://www.PinPointinformation.co.uk)

### 14. Privacy Statement

We use the information we collect about you to process orders and to provide an improved service for our customers. Our Privacy Policy is compliant with the Data Protection Act 2018 and associated legislation. For further information please refer to our Privacy Statement on our website [www.PinPointinformation.co.uk](http://www.PinPointinformation.co.uk)



### 15. Search Code

#### Important consumer protection information

This screening product has been produced by Pinpoint Chancel Ltd of Riverbank House, 1 Putney Bridge Approach, London SW6 3JD, Tel 0844 822 3960; [info@PinPointinformation.co.uk](mailto:info@PinPointinformation.co.uk) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code.

**The Search Code provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the UK.**

It 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, your search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

#### The Code's 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 and relevant laws.

– Monitor their compliance with the Code

#### Complaints

If you have a query or complaint about your search, you should raise it directly with us, and if appropriate ask for any complaint to be considered under our formal internal complaints procedure (see paragraph 12). If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £5,000 to you if he finds that you have suffered actual 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 'Pinpoint Chancel Ltd' in the first instance, not to TPOs or to the PCCB.

#### TPOs Contact Details:

The Property Ombudsman scheme, Milford House 43-45 Milford Street Salisbury Wiltshire SP1 2BP

Tel: 01722 333306 Fax: 01722 332296  
Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

You can 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 SEARCH CODE**



Property Insight

## Please find attached your: FCI Retail

This search has been arranged by CLS Property Insight Limited ('CLS'), 17 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4UA. Telephone Number: 01732 753910, Email: [info@clspropertyinsight.co.uk](mailto:info@clspropertyinsight.co.uk) and is subject to CLS' terms and conditions. Full details of CLS' terms and conditions can be viewed at <https://www.clsl.co.uk/assets/documents/TermsConditions-B2B.pdf>.

The search was compiled by Future Climate Info Limited ('FCI') and is subject to FCI's terms and conditions. Full details of FCI's terms and conditions can be viewed at <http://futureclimateinfo.com/wp-content/uploads/2019/04/FCI-terms-and-conditions-v010419.pdf>, or sent upon request.

Both CLS and FCI 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, for more information please go to: [www.propertycodes.org.uk](http://www.propertycodes.org.uk).

If you have any questions regarding the contents of this search or would like to find out more about the products that CLS provides, please contact our Client Services Team on 01732 753910 or [info@clspropertyinsight.co.uk](mailto:info@clspropertyinsight.co.uk).

CLS Property Insight Limited  
17 Kings Hill Avenue, Kings Hill,  
West Malling, Kent, ME19 4UA  
T: +44 (0)1732 753 910  
E: [info@clspropertyinsight.co.uk](mailto:info@clspropertyinsight.co.uk)  
W: [www.clsl.co.uk/propertyinsight](http://www.clsl.co.uk/propertyinsight)

CLS Property Insight Limited (Registered in England; company number 06993053) is authorised and regulated by the Financial Conduct Authority.  
CLS Property Insight Limited is also authorised and regulated by the PCCB and a member of COPSO.





## Report Details

**Address:**  
6, AYLISHAM CRESCENT,  
NORWICH, Norfolk, NR3 2RZ

**Requested by:**  
X-Press Legal Services  
Norfolk Ltd

**Grid Reference:**  
E: 621992 | N: 311040

**Date:**  
31/10/2019

**Report Reference:**  
00296328

**Report ID:**  
653777

## Professional Opinion

### 1. ENVIRONMENTAL

**PASS**

**Consideration(s):**  
1.06, 1.17 EMFs

### 2. FLOOD

**PASS**

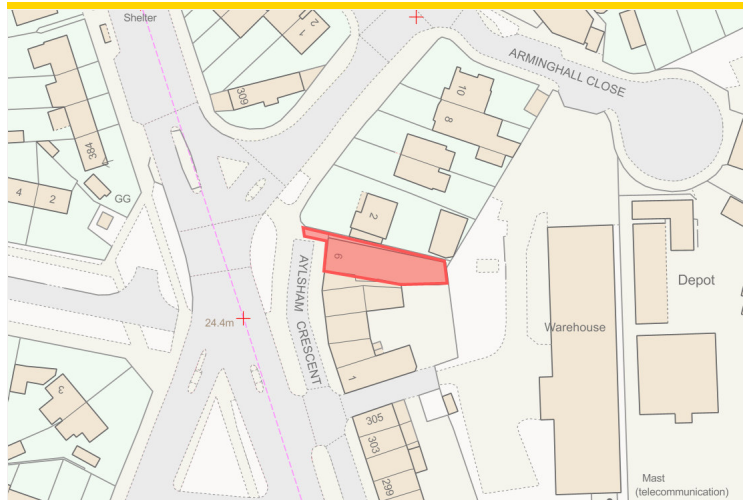
**Consideration(s):**  
2.03 Specialist Advice

### 3. GROUND STABILITY

**PASS**

**Consideration(s):**  
3.12, 3.14, 3.15 Consult Surveyor

## Subject Site



Air Quality Index: **Some Polluted Areas**  
(See 1.25)

This page should always be read in conjunction with the full report. The Professional Opinion indicates the potential risks and any other potential issues associated with the property. The results should be disclosed to client and/or lender and/or insurer as appropriate.

- A **'Pass'** is given if no potential property specific risk has been identified.
- A **'Pass with Considerations'** is given where there are potential hazards in the locality to bear in mind, or if there are features nearby which some clients might consider could affect them.
- A **'Further Action'** is given if there is a potential property specific risk and a further action is advised.

In the event of a request to review the Professional Opinion based on additional information, or if there are any technical queries, the professional advisor who ordered the report should contact us at [info@futureclimateinfo.com](mailto:info@futureclimateinfo.com), or call us on 01732 755 180.



**Assessed by:**

*FCI Risk Team*

[www.futureclimateinfo.com/team](http://www.futureclimateinfo.com/team)



Regulated by RICS



If you require assistance, please contact your Search Provider or alternatively contact FCI directly with your Report ID.  
Tel: 01732 755 180 | Email: [info@futureclimateinfo.com](mailto:info@futureclimateinfo.com) | Web: [www.futureclimateinfo.com](http://www.futureclimateinfo.com)

## 1. ENVIRONMENTAL (INC. CONTAMINATED LAND)

### 1.02 Remediation Warranty

YES

Unless contaminated land insurance has been requested at the time of purchase, this report has the benefit of a warranty from FCI providing cover of up to £100,000 for 6 years from the date of purchase in the event that the Local Authority serves a Part 2A Remediation Notice and remediation costs have to be borne by the property owner. Terms and conditions apply; please visit Terms and condition apply; please visit <http://futureclimateinfo.com/wp-content/uploads/2019/04/FCI-terms-and-conditions-v010419.pdf>

If the client and/or the lender requires cover in the form of contaminated land insurance, please contact CLS at [www.cls.co.uk](http://www.cls.co.uk) or call 01732 753 910 for further information.

### 1.03 Official Contaminated Land | Register Entries & Notices

PASS

Norwich District (B) Council data indicates that the property is not within 25 metres of an area of land that has been designated Contaminated Land under Part 2A of the Environmental Protection Act 1990.

### 1.06 Electricity Infrastructure | Electricity Pylons

PASS (WITH CONSIDERATIONS)

Data provided by the Ordnance Survey indicates that the property is within 250 metres of one or more major electricity pylons.

**CONSIDERATIONS:** Electric and Magnetic Fields (EMFs) are produced wherever electricity is used. There are guidelines to limit exposure to electric and magnetic fields (exposures in the home are usually well below these guideline levels). There is no definitive evidence to link EMFs to both long and short term health risks.

If you are concerned about EMFs further information and advice is available from Public Health England at [www.gov.uk/government/collections/electromagnetic-fields](http://www.gov.uk/government/collections/electromagnetic-fields), or from [www.emfs.info](http://www.emfs.info).

### 1.17 OFCOM Mast Site Clearance Locations

PASS (WITH CONSIDERATIONS)

Data provided by OFCOM indicates that the property is within 250 metres of one or more mobile phone base stations.

**CONSIDERATIONS:** Electric and Magnetic Fields (EMFs) are produced wherever electricity is used. There are guidelines to limit exposure to electric and magnetic fields (exposures in the home are usually well below these guideline levels). There is no definitive evidence to link EMFs to both long and short term health risks.

If you are concerned about EMFs further information and advice is available from Public Health England at [www.gov.uk/government/collections/electromagnetic-fields](http://www.gov.uk/government/collections/electromagnetic-fields), or from [www.emfs.info](http://www.emfs.info).

### 1.18 Past Industrial Land Uses

PASS

In the Professional Opinion of the FCI Risk Team the property is not on or within 25 metres of any former industrial land uses depicted on historic Ordnance Survey maps, from which the level of environmental risk is likely to result in the property being determined Contaminated Land under Part 2A of the Environmental Protection Act 1990.

### 1.21 Radon Gas

PASS

Data provided by the British Geological Survey (BGS) indicates that the property is not in a Radon Affected Area.

This is because the property is in a Lower probability radon area (less than 1% of homes are estimated to be at or above the Action Level of 200 Bq m<sup>-3</sup>), therefore no protective measures are required.

### 1.24 Air Quality Management Area

NOTE

Although information on air quality is not included within the Environmental risk assessment in this report we are able to provide information from DEFRA.

Data provided by DEFRA indicates that the property is not in or within 100 metres of an Air Quality Management Area (AQMA). An AQMA is declared where the air pollutants occur above EU and Government targets, and where the council is required to create and follow an Air Quality Action Plan (AQAP) to improve air quality.

Please note that though this property is not within an Air Quality Management Area, this does not necessarily guarantee good air quality. For more information on air quality please visit <https://uk-air.defra.gov.uk/air-pollution/>.

## 1.25 Air Quality Index

## NOTE

The MappAir® air quality dataset provided by Earthsense includes information on Nitrogen Dioxide (NO2) and Particulate Matter (PM2.5) from vehicle emissions and indications from other sources. The model gives an indication of annual mean pollution for 2016 at a resolution of 100 metres.



Some Polluted Area

The data indicates that the property is in an area with a rating of 2 or Some Polluted Areas. A rating of 2 means there is a moderate chance of pollution levels exceeding healthy levels, particularly in poor weather conditions. There is a fair chance of higher pollutant concentrations around major roads.

For further information on air quality go to <https://uk-air.defra.gov.uk/>

## 1.27 Checked Datasets

The dataset categories analysed in this section are listed below. For more information, please visit our website.

Remediation Warranty	Official Contaminated Land   Register Entries & Notices
Artificial Ground	Potentially Contaminative Current Land Uses
Electricity Infrastructure   Electricity Pylons	Electricity Infrastructure   Overhead Power Lines
Electricity Infrastructure   Power Cables and Lines	Electricity Infrastructure   Substations
Environmental Permits   Closed Mining Waste Facilities	Environmental Permits   End of Life Vehicles
Environmental Permits   Industrial Sites	Environmental Permits   Waste Sites
Fuel / Petrol Stations	Landfill   Current
Landfill   Historic	OFCOM Mast Site Clearance Locations
Past Industrial Land Uses	Pollution Incidents
Potentially Infilled Land	Radon Gas
Surface Dangers or Hazards   COMAH Sites	Surface Dangers or Hazards   Hazardous Waste Registrations

## 2. FLOOD (INC. FLOODABILITY RATING)

### 2.01 River and Sea Flood Risk

PASS

Data provided by the Environment Agency indicates no risk of flooding from River or Sea within 25 metres of the property.

### 2.02 Surface Water Flood Risk

PASS

Data provided by JBA Risk Management indicates that there is no risk of Surface Water flooding within 5 metres of the property. Surface water flooding occurs when heavy rainfall overwhelms the drainage capacity of an area. In these instances, the rainwater does not drain away through the normal drainage systems or soak into the ground, but lies on or flows over the ground instead.

## 2.03 Groundwater Flooding

**PASS (WITH CONSIDERATIONS)**

Data provided by JBA Risk Management indicates that the property is located within 5 metres of an area that has at least a 1% annual chance of peak groundwater levels reaching within 5m of the ground surface. Within this zone there is a risk of groundwater flooding to subsurface assets, but near-surface manifestation of groundwater is less likely.

The result of the flood risk assessment in this report is based on the best available national flood models using the best available data sources, from the leading authorities, no site visit has been made.

**CONSIDERATIONS:** In many cases local characteristics such as ground levels and surface structures may exist which can moderate the predicted flood risk to property derived from the national flood risk models. As part of our commitment to facilitating property transactions and pursuant to Law Society good practice guidance we have negotiated an affordable flood risk review service from the leading independent national flood risk experts, JBA Consulting. If you or your lender are concerned about the level of flood risk you are now able to obtain a manual review of the flood risk which combines the desktop analysis in this report with expert advice from an experienced and suitably qualified Chartered flood consultant. The Report Review service will either revise or verify the property flood risk, and provide tailored next steps guidance. For further details please visit <http://futureclimateinfo.com/how-we-can-help/residential/specialist-flood-risk-services/>. If you would like to order a Report Review, this request will need to be placed by the professional advisor who ordered the report, and can be purchased from £150 + VAT.

## 2.04 Surface Water Features

**PASS**

The Ordnance Survey Map indicates that the property is not located within 250 metres of a body of surface water, such as a stream, river, canal, reservoir, lake or pond.

## 2.05 Floodability Rating

**PASS**

The JBA Floodability Rating at this location is Clear. Clear indicates that the likelihood of flooding is Very Low.

JBA Floodability data is derived from their high resolution UK flood hazard maps which are used by most insurers when assessing flood risk. Where a higher Floodability Rating is indicated further investigation into flood risk is usually advisable. For locations rating Black 1 (High) and Black 2 (Very High) there is more likely to be a correlation between Floodability and a residential property being included within Flood Re by a participating insurer. However, please note that not all residential properties are eligible to benefit from Flood Re, see <http://www.floodre.co.uk/industry/how-it-works/eligibility/>. Further information about Flood Re is given within "Notes and Guidance – Insurance" at the end of this report.

Please always check that your Buildings Insurance policy covers Flood Damage, as the terms of any mortgage (if required) may require all risks to be covered to meet the lender's requirements.

Future Climate Info has partnered with HomeProtect to deliver home insurance for residential properties in areas considered to be at risk of flooding. HomeProtect policies are underwritten by AXA Insurance plc. Get an immediate, online quote at [www.homeprotect.co.uk/floodcover](http://www.homeprotect.co.uk/floodcover).

## 2.06 Historic Flooding

**PASS**

Data provided by the Environment Agency indicates that the property is not in or within 250 metres of an area that has flooded in the past. This includes all types of flooding, including Groundwater. However, we would always recommend asking the vendor to confirm whether or not they are aware of any previous flooding at the property.

Please see the previous sections for the Flood Risk as of the date of this report.

## 2.07 Flood Storage

**PASS**

Data provided by the Environment Agency indicates that the property is not located within 25 metres of a Flood Storage Area (land designed and operated to store flood water).

## 2.08 Dam Break

**PASS**

Data provided by JBA identifies areas of England and Wales that are most likely to suffer damage to property following the sudden and catastrophic failure of a large reservoir embankment or dam. This is a worst case scenario, it's unlikely that any actual flood would be this large. The flooding is predicted using advanced modelling techniques to ascertain if a property or site is potentially at risk in such an event.

This property is not located in the potential path which water would follow if a reservoir dam or embankment was to fail.

## 2.09 Sewer Flooding

**NOTE**

Please note that information on Sewer Flooding is not included in the flood risk assessment in this report. This information is held by the water company responsible for the public sewer network. Sewer flooding happens for a number of reasons but is most likely to occur during storms, when large volumes of rainwater enter the sewers and sewage escapes from a manhole or a drain, or by backing up through toilets, baths and sinks. Sewer flooding can also occur when pipes become blocked.

## 2.10 Checked Datasets

The dataset categories analysed in this section are listed below. For more information, please visit our website.

River and Sea Flood Risk

Surface Water Flood Risk

Groundwater Flooding

Surface Water Features

Floodability Rating

Historic Flooding

Flood Storage

Dam Break

## 3. GROUND STABILITY

### 3.01 Professional Advice

For professional advice and guidance relating to the impact of any ground stability issues on your property please contact a Chartered Building Surveyor. For help on any specialist services that may be needed please go to [www.subsidence-support.co.uk](http://www.subsidence-support.co.uk)

### 3.02 Subsidence Risk Rating

**PASS**

The Subsidence Risk Rating produced by Property Assure based on subsidence damage insurance claims is **Low**, with a risk exposure equal to or below the insurance subsidence incidence rate for England and Wales. This correlates to a rate of 1 or fewer incidents in every 1000 residencies.

The Subsidence Risk Rating assesses the risk of subsidence caused by soil shrinkage. Soil Shrinkage accounts for over 75% of all insurance subsidence incidents in England and Wales and the two main causes are clay shrinkage triggered by vegetation (60% of cases) or leaking drainage (15% of cases) washing away fine particles in the soil or softening the soil.

### 3.05 Geohazards | Running Sand

**PASS**

The British Geological Survey indicates that the property is within 50 metres of an area where there is a very low potential for running sand problems if water table rises or if sandy strata are exposed to water. No special actions required to avoid problems due to running sand.

### 3.12 Mining | Hazards (Non-Coal)

**PASS (WITH CONSIDERATIONS)**

The British Geological Survey indicates that the property is located within 50 metres of an area where small scale mining may have occurred; mine adits, shafts and tunnels may be present. Potential for localised difficult ground conditions are at a level where they should be considered.

The existence of past underground mine workings may be present. Underground mining is likely to have been of limited extent. It should be noted, however, that there is always the possibility of the existence of other sub-surface excavations, such as wells, cess pits, follies, air raid shelters/bunkers and other military structures etc. that could affect surface ground stability but which are outside the scope of this dataset.

**CONSIDERATIONS:** This does not necessarily mean that there is a problem. However it would be prudent to seek expert advice, ideally from a Chartered Building Surveyor, about the stability of the ground and particularly if there are any obvious signs of vegetation dieback or surface instability.

### 3.14 Modified Ground | Historical Analysis

**PASS (WITH CONSIDERATIONS)**

The analysis of historical maps indicates that the property is located in or close to an area of Sand and Gravel Quarries. These features can be a cause of ground instability.

**CONSIDERATIONS:** This does not necessarily mean that there is a problem. However, you may wish to ask a Chartered Building Surveyor about evidence of subsidence at or near to the property.

### 3.15 Natural Cavities & Soluble Rocks

**PASS (WITH CONSIDERATIONS)**

The British Geological Survey indicates that the property is within 50 metres of an area where soluble rocks are present within the ground. Numerous dissolution features may be present. Potential for difficult ground conditions should be investigated. Potential for localised subsidence is at a level where it should be considered.

**CONSIDERATIONS:** There will be a probable increase to insurance risk due to very significant soluble rocks being present and a high possibility of localised subsidence, especially in adverse conditions such as concentrated surface or subsurface water flow.

Specialist advice should be obtained to establish stabilisation work and land management needed to maintain stability. Surface drainage should be maintained and drainage into the ground prevented.

### 3.16 Checked Datasets

The dataset categories analysed in this section are listed below. For more information, please visit our website.

Subsidence Risk Rating	Geohazards   Collapsible Deposits
Geohazards   Compressible Ground	Geohazards   Running Sand
Geohazards   Shrink-Swell	Mapped Landslides
Landslips/slides   Slope Instability	Mining   Cheshire Brine Compensation Area
Mining   Coal Mining	Mining   Mining Cavities (Non-Coal)
Mining   Hazards (Non-Coal)	Modified Ground   Artificial Deposits
Modified Ground   Historical Analysis	Natural Cavities & Soluble Rocks

## 4. NOTES & GUIDANCE

### 4.01 Report Notes

### METHODOLOGY

The FCI Retail report is designed for commercial conveyancing transactions (purchase, sale or renewal of a lease), where redevelopment or a change of use is not proposed. This report provides a desktop risk assessment of contaminated land liabilities (Liabilities) under the Contaminated Land Regime. The assessment is carried out on 'a Property' which is defined as the area of land and buildings specified by the customer.



The assessment is based upon the principle of determining the presence of a plausible contaminant-pathway-receptor relationship (a contaminant linkage) as outlined by Contaminated Land Research Report 11 (CLR11). If all three are identified, then there must also be evidence of significant harm occurring, a significant possibility of significant harm or significant pollution or the possibility of significant pollution to Controlled Waters.

In our reports, **FURTHER ACTION** is only recommended when it is likely that the Local Authority could take action under the Contaminated Land Regime to enforce remediation of a Property. This will normally relate to Defra Category 1 or 2 sites. If no issues are identified, then the report will **PASS**.

If no issues have been identified which might result in regulatory action under the Contaminated Land Regime, but there are other material issues which the customer may wish to consider the report will **PASS (with Considerations)**.

If a report has a **FURTHER ACTION** or a **PASS (with considerations)** then recommendations are made to help resolve the issues identified. Some issues such as air quality are there for information only and in these situations this data is not assessed.

## 4.02 Contaminated Land

## METHODOLOGY

The contaminated land risk assessment used in this report takes account of statutory Contaminated Land as well as information on the various land uses or processes which may have the potential to create Contaminated Land. These include, for example, relevant former industrial land uses shown on historical maps, current industrial land uses, and relevant industrial processes. Risks such as waste sites, licensed discharge consents, radioactive substances, pollution prevention and control licences, explosives, and dangerous substance inventory, Control of Major Accidents and Hazards (COMAH), and Notification of Installations Handling Hazardous Substances (NIHHS), and Planning Hazardous Substance sites are all very highly regulated and as such are excluded from the Contaminated Land risk assessment. Such features at or nearby the property are features that may be considered in the survey or valuation.

## 4.03 Flood Insurance

## METHODOLOGY

The answers given on the availability of flood insurance reflect the flood re - insurance scheme, known as Flood Re, which was launched 1st April 2016. Flood Re has been set up to help those households who live in a flood risk area find affordable home insurance. Flood Re should make no difference to purchasing home insurance, whether that's through a price comparison site, directly from an insurer or through a broker. There is no need to contact Flood Re directly. Flood Re is intended to give peace of mind that, even after a flood claim, flood insurance should still be available with affordable premiums and excesses. Not every residential property is eligible to benefit from Flood Re, for full information about the scheme, including eligibility, see <http://www.floodre.co.uk/>.

An overall 'Floodability Rating' is given in this report based solely on JBA Floodability data. This shows the combined flood hazard, in 5 metre grid cells, from multiple sources i.e. river, sea and surface water flooding (certain groundwater flood data is also included). Over 85% of insurers use this data when assessing flood risk. The Floodability Rating is represented by colour indicators (black, red, amber, green or clear). For locations rating Black 1 (High) and Black 2 (Very High) there is more likely to be a correlation between Floodability and a residential property being included within Flood Re by a participating insurer. These indicators however provide no assurance or guarantee that insurance / insurance covering flood risk will or will not be available, no reliance should be placed upon the colour indicators, and appropriate additional enquiries should be made as to the actual availability (or not) of insurance / insurance covering flood risk. Every insurance application is unique, so other perils, risks or a previous claims history may mean that insurance is not available in any event.

Future Climate Info has partnered with HomeProtect to deliver home insurance for residential properties in areas considered to be at risk of flooding. HomeProtect policies are underwritten by AXA Insurance plc. Get an immediate, online quote at <http://www.homeprotect.co.uk/floodcover>.

## 4.04 Flood Risk and Impact on Value

## METHODOLOGY

The flood risk assessment in this report is based on the best available historic, river, sea, and surface water flooding data. This includes data supplied by the Environment Agency and Jeremy Benn Associates (JBA). A flood risk assessment using these data sources, however, should not be regarded as definitive. Because the flood risk assessment is based on theoretical risk models, there is always the possibility that exceptional weather conditions and/or failure of flood defences can cause flooding that was not anticipated. No site visit has taken place.

The Professional Opinion on flood risk given in this report is based on a flood risk assessment of River, Sea and Surface Water flooding, using Environment Agency and JBA data. If there is a history of flooding it is reported but it is not included in the flood risk assessment because circumstances can change, for example the provision of flood defences, causing the flood conditions to be different today. Susceptibility to groundwater flooding is reported but is also not included in the flood risk assessment; this is because the data identifies geological conditions which could enable groundwater flooding to occur, but does not model the risk of such an occurrence.

RICS advises that flood risk does reduce the value of a property, compared with a similar property without such a risk. This depends on the particular circumstances of the property, any history of flooding, and the provision of flood defences. For some 'at risk' property, for example, the reduction in value may be offset by an increase due to the property's amenity value close to a river, stream or coast.

## 4.05 Flood Planning, Flood Warning and Reporting, and Flood

### Resistance and Resilience Measures

### METHODOLOGY

Detailed advice on flooding and resistance and resilience measures, flood risk planning and costs, and flood warning and reporting systems, is available from the following websites:

Government: <https://www.gov.uk/prepare-for-a-flood/find-out-if-youre-at-risk>  
Insurance Industry: <https://www.abi.org.uk/Insurance-and-savings/Topics-and-issues/Flooding>  
RICS: [www.rics.org/uk/knowledge/consumer-guides/guide-to-flooding](http://www.rics.org/uk/knowledge/consumer-guides/guide-to-flooding)

## 4.06 Limitations

### METHODOLOGY

The FCI Retail report is suitable only for the following Planning Use Codes A1 Shops, A2 Financial and professional services, A3 Restaurants and cafés, A4 Drinking establishments, A5 Hot food takeaway and C4 Houses in multiple occupation.

FCI reports have been designed to satisfy standard environmental due-diligence enquiries, as recommended by the Law Society's contaminated land warning card. It is a 'remote' investigation and reviews only information provided by the client and from the databases of publicly available information that have been chosen to enable a desk based environmental assessment of the Site. The Report does not include a site investigation, nor does FCI make specific information requests of the regulatory authorities for any relevant information they may hold. Therefore, we cannot guarantee that all land uses or factors of concern will have been identified by the Report. The information in the Data Section of the Report is derived from a number of statutory and non-statutory sources. While every effort is made to ensure accuracy, FCI cannot guarantee the accuracy or completeness of such information or data. FCI will not accept responsibility for inaccurate data provided by external data providers. For further information regarding the datasets reviewed within our assessment, please contact one of our technical team on 01732 755180.

## 4.07 Standard

### T&Cs, QUERIES & COMPLAINTS

This report is supplied by Future Climate Info Limited subject to Terms and Conditions of Business, available at <http://www.futureclimateinfo.com/Content/images/PDF/FCI-terms-and-conditions.pdf>. In the event of product and content queries please contact [admin@futureclimateinfo.com](mailto:admin@futureclimateinfo.com). Our formal complaints procedure can be found at <http://www.futureclimateinfo.com/complaints>.

## 4.08 Searchcode

### T&Cs

#### IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Future Climate Info Ltd, 17 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4UA, Telephone 01732 755 180, Email: [info@futureclimateinfo.com](mailto:info@futureclimateinfo.com), which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

- Provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the 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.

#### The Code's core principles

Firms which subscribe to the Search Code will:



- display the Search 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 and relevant laws
- monitor their compliance with the Code

## Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £5,000 to you if 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.**

## TPOs Contact Details:

The Property Ombudsman scheme, Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP  
Tel: 01722 333306, Fax: 01722 332296, Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk), Web: <https://www.tpos.co.uk/>  
You can 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 SEARCH CODE**

## 4.09 Report Licensing

## METHODOLOGY

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## 5. USEFUL CONTACTS

Local Authority : Norwich City Council  
Tel: 0844 980 3333  
Visit: <http://www.norwich.gov.uk>

Environment Agency | North Lutra House, Dodd Way, Off Seedlee Road, Bamber Bridge, Preston. PR5 8BX  
Tel: 08708 506 506  
Visit: [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)  
Email: [enquiries@environment-agency.gov.uk](mailto:enquiries@environment-agency.gov.uk)

JBA Consulting | South Barn, Broughton Hall, Skipton. BD23 3AE  
Tel: 01756 799919

Public Health England | Wellington House, 133-155 Waterloo Road, London. SE1 8UG  
Tel: 020 7654 8000  
Visit: <https://www.gov.uk/government/organisations/public-health-england>  
Email: [enquiries@phe.gov.uk](mailto:enquiries@phe.gov.uk)

The Coal Authority Property Search Services | 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire. NG18 4RG  
Tel: 0845 762 6848  
Visit: [www.groundstability.com](http://www.groundstability.com)  
Email: [groundstability@coal.gov.uk](mailto:groundstability@coal.gov.uk)

The British Geological Survey | Environmental Research Centre, Keyworth, Nottingham, NG12 5GG  
Tel: 0115 936 3143  
Visit: <http://www.bgs.ac.uk/>



# FCI Retail

Email: [enquiries@bgs.ac.uk](mailto:enquiries@bgs.ac.uk)

Ordnance Survey | Customer Services Ordnance Survey Adanac Drive Southampton SO16 0AS

Tel: Please contact our helpline on 08456 05 05 05  
between 8:30am and 5:30pm, Monday to Friday.

Visit: If you are calling from outside the UK, please call us on +44 8456 05 05 05  
(international calls are charged at the standard rate).  
[www.ordnancesurvey.co.uk/](http://www.ordnancesurvey.co.uk/)

Department for Business, Energy & Industrial Strategy | 1 Victoria Street London SW1H 0ET

Tel: 020 7215 5000

Email: [enquiries@beis.gov.uk](mailto:enquiries@beis.gov.uk)

# Regulated Local Authority Search

Prepared for **Clapham & Collinge LLP - Norwich**

## About your Search

### Client Ref:

6 Aylsham Crescent

### Search Number:

00296328

### Search Date:

07/11/2019

### Address of land/property:

6 AYLSHAM CRESCENT  
NORWICH  
NR3 2RZ

### Local Authority:

Norwich City Council  
City Hall  
St Peters Street  
Norwich  
NR2 1NH

### Records Inspected by:

Ashley Peters

### Report Compiled by:

X-Press Legal Services Ltd

## Local Land Charges

### REGISTRATIONS

4

## Con29 Part 1 Standard Enquiries

### PLANNING

SEE 1.1 (A-I)

### BUILDING REGS

SEE 1.1 (J-L)

### HIGHWAYS

SEE 2.1

### NEARBY ROAD SCHEMES

NO

### NEARBY RAILWAY SCHEMES

YES

### NEARBY TRAFFIC SCHEMES

NO

### OTHER SECTIONS OF 1.1 TO 3.15

YES

## Other

### NOTES FOR SOLICITOR

YES

### OTHER COMMENTS

NO

### ATTACHMENTS

NO

### PLANNING INFOGRAPHIC

YES

If you require any further information please contact:

X-Press Legal Services Norfolk | Cavell House, Stannard Place, St Crispins Road, Norwich, NR3 1YE | 01603 964143

## REGULATED ENQUIRIES OF THE LOCAL AUTHORITY

Local Authority Name and Address:

**Norwich City Council**  
**City Hall**  
**St Peters Street**  
**Norwich**  
**NR2 1NH**

This report has been prepared following a search of property related information held by the above local authority including, for example, local land charges, planning and roads data. Copies of the records identified in this report can be obtained direct from the local authority

<b>A</b>	Client Ref No:	<b>6 Aylsham Crescent</b>
	Search Date:	<b>07/11/2019</b>
	Records Inspected by	<b>Ashley Peters</b>
	Report Compiled by	<b>X-Press Legal Services</b>

<b>B</b>	Address of the land / property:	<b>6 AYLSHAM CRESCENT</b> <b>NORWICH</b> <b>NR3 2RZ</b>
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<b>C</b>	Other roadways, footways and footpaths in respect of which a reply at Enquiry 2 is required:	<b>Not requested</b>
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<b>D</b>	Questions which have not been answered, where this information has not been made available by the Local Authority.	<b>None</b>
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<b>E</b>	X-Press Legal Services has a contractual relationship with:	<b>Clapham &amp; Collinge LLP - Norwich</b>
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This search reveals 4 subsisting registrations up to and including the date of the search

All parties concerned with compiling this report are Search Code subscribers.

SEARCH EXTENT

Area searched

The blue area shown is the area searched for the purposes of this report.

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LOCAL LAND CHARGES

PLANNING

Conditional planning consent

**Reference:** 08/00498/A

Town and Country Planning Act 1990 section 70  
6 Aylsham Crescent Norwich NR3 2RZ

1 2 No. non-illuminated high level signs; 1 No. internally illuminated fascia sign and 1 No. double-sided internally illuminated projecting sign.  
HM Land Registry reference LLC-76M9

**Date of registration:** 26/06/2008

**Reference:** 07/00781/U

Town and Country Planning Act 1990 section 70  
6 Aylsham Crescent Norwich Norfolk NR3 2RZ

2 Change of use from shop (A1 use) to financial services (A2 use).  
HM Land Registry reference LLC-6M4X

**Date of registration:** 09/08/2007

**Reference:** 860394/F

Town and Country Planning Act 1990 section 70  
6 Aylsham Crescent

3 Erection of satellite receiver dish  
HM Land Registry reference LLC-6DB5

**Date of registration:** 09/05/1986

**Reference:** 830279/F

Town and Country Planning Act 1990 section 70  
6 Aylsham Crescent

4 Installation of new shop front  
HM Land Registry reference LLC-6XX3

**Date of registration:** 27/05/1983

Conservation area

No

**Enforcement notice**

No

**Modification/rectification orders**

None

**No permitted development/article 4**

No

**Planning agreement**

None

**Planning notice**

None

**Tree preservation order (TPO)**

None

**I don't know the charge category**

None

## FINANCIAL

**Financial**

None

## LISTED BUILDING

**Enforcement notice**

None

**Listed building**

No

**I don't know the charge category**

None

## LAND COMPENSATION

**Land compensation**

No

## HOUSING

**Approval under house in multiple occupation (HMO)**

None

**Grant**

None

**Interim certificate under HMO**

None

**Notice of works of repairs**

None

**Right to buy/right to acquire**

None

**I don't know the charge category**

None

## LIGHT OBSTRUCTION NOTICE (LON)

**Light obstruction notice**

No

## OTHER

**Ancient monuments**

None

**Assets of community value**

None

**Compulsory purchase order**

No

**Highways and paths**

None

**Licence**

None

**Local acts**

None

**Site of special scientific interest (SSSI)**

No

**Smoke control order**

No

**Uncommon charges**

No

**Water/drainage**

None

**I don't know the charge category**

None

## CON 29 2016 PART 1 STANDARD ENQUIRIES

### Local Plan

Norwich City Council Local Plan Adopted December 2014  
Joint Core Strategy for Broadland, Norwich & South Norfolk Adopted January 2014

## 1.1 PLANNING AND BUILDING DECISIONS AND PENDING APPLICATIONS

### Informative

This reply is based on and limited to the information available to us at the time the search is answered

(i) This reply does not cover other properties in the vicinity; it is property specific

(ii) As from 1st 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 the Fensa Registration Self-Assessment Scheme by the Glass and Glazing Federation. The owner or occupier should be asked to produce any such certificate.

**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?**

### Local Authority planning data post (LAPD)

Planning History Post 1974

### Local Authority building control data post (LABCD)

Building Control History Post 1992

### (a) a planning permission

**Description:** Registrations: Land Charges Conditional planning consent

Unregistered as follows:

**Reference:** 4750354/F

**Description:** Extension to workshop and store at 6 Aylsham Crescent

**Decision:** Approved

**Decision date:** 15/04/1975

### (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**



**Reference:** FP2007/0489/NCC

**Description:** Alterations to form new WC's  
Full plans approval  
12.12.2007

1

**(k) a building regulation completion certificate and**



**Reference:** FP2007/0489/NCC

**Description:** Alterations to form new WC's  
Completion - 19.03.2009

2

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

None

## 1.2 PLANNING DESIGNATIONS AND PROPOSALS

**Informative**

This 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

This reply is based on and limited to the information available to us at the time the search is answered.

This reply does not cover other properties in the vicinity please refer to the Notes for Solicitors page for planning designations and proposals within 500 metres.

**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?**



Within:  
Norwich Local Plan Boudary  
Critical Drainage Area  
District Retail Centre

Abuts:  
Allocated Site:  
R21 - Land at Aylsham Road, of 3.48ha is allocated for mixed use development.  
Development will: include retail provision on the street frontage, up to a maximum of 2,500 square metres (gross), with a maximum of 300 square metres (net) for comparison goods sales and appropriate parking provision; include housing development (in the region of 100 dwellings) in the north of the site; minimise impacts on setting of heritage assets; protect trees within the site and provide landscaping and site linkages; be designed to mitigate noise impact from the main road. A noise assessment will be required.

## Local Plan

Norwich City Council Local Plan Adopted December 2014  
Joint Core Strategy for Broadland, Norwich & South Norfolk Adopted January 2014

## 2.1 ROADWAYS, FOOTWAYS AND FOOTPATHS

### Informative

This reply is based on and limited to the information available to us at the time the search is answered.  
This reply does not cover other properties in the vicinity

**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:**

Yes - Aylsham Crescent - (Adopted)

**(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

## 2.2 - 2.5 PUBLIC RIGHTS OF WAY

### Informative

This reply is based on and limited to the information available to us at the time the search is answered. However additional public rights of way may exist other than those shown on the definitive map.

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

None

**2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, on the Register?**

No

**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

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

Not applicable

## 3.1 LAND REQUIRED FOR PUBLIC PURPOSES

### Informative

This reply is based on and limited to the information available to us at the time the search is answered

(i) This reply does not cover other properties in the vicinity

### 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 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 enquiries 3.1 to 3.15 below.

**Is the property included in land required for public purposes?**

No

## 3.2 LAND TO BE ACQUIRED FOR ROAD WORKS

### Informative

This reply is based on and limited to the information available to us at the time the search is answered

(i) This reply does not cover other properties in the vicinity

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

No

## 3.3 DRAINAGE MATTERS

### Informative

This reply is based on and limited to the information available to us at the time the search is answered

(i) This reply does not cover other properties in the vicinity

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



Not to the knowledge of the Local Authority

Council records do not allow for the provision of comprehensive answers in relation to this question. It is advisable that the purchaser undertakes checks of planning approvals, S106 Agreements and with the Vendor to establish whether any sustainable urban drainage systems are in place at the property.

**(b) Are there SuDS features within the boundary of the property?**



Please see 3.3a

**If yes, is the owner responsible for maintenance?**

No

**(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 applicable

## 3.4 NEARBY ROAD SCHEMES

### Informative

This reply is based on and limited to the information available to us at the time the search is answered

(i) This reply does not cover other properties in the vicinity

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.

**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:-**

**(c) (i) construction of a roundabout (other than a mini roundabout), or**

No

**(c) (ii) widening by construction of one or more additional traffic lanes**

No

**(d) the outer limits of:**

**(d) (i) construction of a new road to be built by a local authority**

No

**(d) (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway,**

No

**(d) (iii) construction of a roundabout (other than mini roundabout) or widening by construction of one or more additional traffic lanes**

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:-**

**(f) (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway**

No

**(f) (ii) construction of a roundabout (other than a mini roundabout)**

No

**(f) (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation**

No

## 3.5 NEARBY RAILWAY SCHEMES

### Informative

This reply is based on and limited to the information available to us at the time the search is answered

(i) This reply does not cover other properties in the vicinity

**(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?**

Mid Norfolk Railway Extension Scheme from Dereham to County School  
For more details please contact:  
Mid Norfolk Railway  
01362 851723

### Informative

## 3.6 TRAFFIC SCHEMES

### 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 including the council.

This reply is based on and limited to the information available to us at the time the search is answered

(i) This reply does not cover other properties in the vicinity

General Informatives (a)-(l)

1. The replies to these enquiries relate only to permanent or experimental proposals on roads, footways and footpaths that are already highways maintainable at public expense within the meaning of the Highways Act 1980 (s36).
2. Many of these smaller schemes can be introduced into or deleted from programmes at little or no notice. The replies should therefore be regarded merely as an indication of what may take place over the next few months.
3. "Approved by the Council" is presently defined by this Authority as "Schemes which have been included in a County Council funded Financial Programme for possible implementation in the current or forthcoming financial year". This means that funding has been provisionally allocated (but see also 2 above). However, in some cases further approvals are required before a scheme can actually be implemented. Minor TRO's are generally listed once approval has been given to advertise them.

Specific Informatives

- (f) The reply to (f) (vehicle width or weight restriction) relates to restrictions that will be covered by a legal order. It excludes environmental weight restrictions which have an 'except for access' clause.
- (g) The reply to (g) (traffic calming works) relates to proposals that involve physical construction on the carriageway. Proposals that are based purely or mainly on signing and lining will not be revealed.
- (h) The reply to (h) (residents parking controls) refers to proposals for the introduction or removal of residents parking controls. Amendments to existing waiting and loading restrictions within a residents controlled parking area will be revealed in the reply to enquiry 3.6(b).
- (i) The reply to (i) (minor road widening or improvements) covers proposals such as junction improvements, turning and acceleration/deceleration lanes etc., which are not revealed in the reply to 3.4. Pedestrian improvements (other than the construction of new footways) and improvements that are purely or mainly maintenance will not be revealed. Proposals for new or upgraded street lighting will not be revealed.
- (j) The reply to (j) (pedestrian crossings) covers proposals such as pedestrian refuges and new pedestrian crossings. Pedestrian crossing proposals that involve the maintenance, upgrade or improvement of existing facilities will not be revealed.

(k) The reply to (k) (cycle tracks) relates to proposals that involve physical construction. Proposals that are based purely or mainly on signing and lining may not be revealed.  
(l) The reply to (l) (bridge construction) relates to proposals which are not revealed in the reply to 3.4 and which involve the substantial reconstruction of a bridge. Proposals for culvert reconstruction or for major or minor maintenance of bridges or for improvements to parapets/footways and the like will not be revealed.

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

**Has a local authority approved but not yet implemented any of the following for 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

**(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

## 3.7 OUTSTANDING NOTICES

**Informative**

This reply is based on and limited to the information available to us at the time the search is answered  
(i) This reply does not cover other properties in the vicinity

**Do any statutory notices which relate to the following matters exist 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**

No

## 3.8 CONTRAVENTION OF BUILDING REGULATIONS

**Informative**

This reply is based on and limited to the information available to us at the time the search is answered

(i) This reply does not cover other properties in the vicinity

**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

**Informative**

The historic buildings and monuments commission (also called English Heritage) also have power to issue building preservation notices for listed buildings in London Boroughs and enquiries should also be made of them if appropriate

This reply is based on and limited to the information available to us at the time the search is answered

(i) This reply does not cover other properties in the vicinity

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

**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 a breach of planning control**

No

**(g) a listed buildings repair 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 buildings or works**

No

**(m) a tree preservation order**

No

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

No

## 3.10 COMMUNITY INFRASTRUCTURE LEVY (CIL)

**Informative**

This reply is based on and limited to the information available to us at the time the search is answered

(i) This reply does not cover other properties in the vicinity

**(a) Is there a CIL charging schedule?**



Yes  
The City Council operates a Community Infrastructure Levy which came into effect in 2013 and applies to all new development in the City



**(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:-**

**(b) (i) a liability notice?**

Not applicable

**(b) (ii) a notice of chargeable development?**

Not applicable

**(b) (iii) a demand notice?**

Not applicable

**(b) (iv) a default liability notice?**

Not applicable

**(b) (v) an assumption of liability notice?**

Not applicable

**(b) (vi) a commencement notice?**

Not applicable

**(c) Has any demand notice been suspended?**

Not applicable

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

Not applicable

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

Not applicable

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

Not applicable

**(g) Has a liability order been granted?**

Not applicable

**(h) Have any other enforcement measures been taken?**

Not applicable

## 3.11 CONSERVATION AREA

### Informative

This reply is based on and limited to the information available to us at the time the search is answered

(i) This reply does not cover other properties in the vicinity

**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 decision to designate the area a Conservation Area?**

No

## 3.12 COMPULSORY PURCHASE

### Informative

This reply is based on and limited to the information available to us at the time the search is answered  
Please note that other Authorities have compulsory powers.

Central Government departments, Statutory undertakers, Railway authorities, County Councils and the Greater London Authority, Water transport authorities, Electricity, gas or hydraulic power undertakers, British Airports Authority, Civil Aviation Authority, Post Office and British Telecom.

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

No

## 3.13 CONTAMINATED LAND

### Informative

This reply is based on and limited to the information available to us at the time the search is answered.

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

The Environment Act 1995 introduced a contaminated land regime forming part IIA of the Environmental Protection Act 1990 which became effective in April 2000. This change saw owner/occupiers become potentially liable for clean up costs as a Class B "Appropriate Person".

Local Authorities are now responsible for preparation of reports on contamination in their respective areas and their subsequent local strategy. Local Authorities will intermittently inspect their areas in respect of contamination and take action against those seriously contaminated areas. Registers of remediation notices and contaminated land identified under s.78R must also be kept. These registers do not form lists of contaminated sites; rather sites where Remediation Notices have been served. It is intended that information will also be included with regard to the condition of the land in question.

### 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

The Register maintained under S.78 of the Environmental Protection Act 1990 is currently being compiled.

#### (b) (i) a decision to make an entry

No

#### (b) (ii) an entry

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 remediation notice

No

## 3.14 RADON GAS

### Informative

This reply is based on and limited to the information available to us at the time the search is answered.

"Radon Affected Area" means a part of the country with a 1% probability or more of present or future homes being above the Action Level. Such areas are designated by the Health Protection Agency which also advises Government on the numerical value of the "Radon Action

Level" (the recommended maximum radon concentration for present homes expressed as an annual average concentration in the home. Radon concentrations above the Action Level should be reduced below it and become as low as reasonably practicable).

The areas are identified from radiological evidence and are periodically reviewed by the Health Protection Agency or its predecessor the National Radiation Protection Board. Existing homes in Affected Areas should have radon measurements.

The present owner should say whether the radon concentration has been measured in the property; whether the result was at or above the Action Level and if so whether remedial measures were installed and whether the radon concentration was retested to assess the effectiveness of the remedy.

Radon preventative measures are required for new buildings in higher risk areas. For new properties the builder and/or the owners of properties built after 1988 should say whether protective measures were incorporated in the construction of the property.

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

No

## 3.15 ASSETS OF COMMUNITY VALUE

### Informative

This reply is based on and limited to the information available to us at the time the search is answered

(i) This reply does not cover other properties in the vicinity

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

No

**If so:- (i) Is it listed as an asset of community value?**

Not applicable

**(ii) Was it excluded and placed on the "nominated but not listed" list?**

Not applicable

**(iii) Has the listing expired?**

Not applicable

**(iv) Is the Local Authority reviewing or proposing to review the listing?**

Not applicable

**(v) Are there any subsisting appeals against the listing?**

Not applicable

**(b) If the property is listed:**

**(i) Has the Local Authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property?**

No

**(ii) Has the Local Authority received a notice of disposal?**

No

**(iii) Has any community interest group requested to be treated as a bidder?**

No

## INFORMATION

**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.

## GREEN DEAL - FOR INFORMATION PURPOSES ONLY

### Informative

As from July 2015 the Government ended the funding for the Green Deal (GDfC). This was initially set up to lend money to Green Deal providers. Should you require more information please visit the Green Deal website <https://www.gov.uk/green-deal-energy-saving-measures/how-the-green-deal-works>

## NOTES FOR SOLICITOR

**Within:**

Norwich Local Plan Boundary  
Critical Drainage Area  
District Retail Centre

**Abuts:**

**Allocated Site:**

R21 - Land at Aylsham Road, of 3.48ha is allocated for mixed use development.

Development will: include retail provision on the street frontage, up to a maximum of 2,500 square metres (gross), with a maximum of 300 square metres (net) for comparison goods sales and appropriate parking provision; include housing development (in the region of 100 dwellings) in the north of the site; minimise impacts on setting of heritage assets; protect trees within the site and provide landscaping and site linkages; be designed to mitigate noise impact from the main road. A noise assessment will be required.

**Within 500 metres:**

Major Road Network - A1024  
Conservation Area  
Open Space  
Local Retail Centre  
Scheduled Historic Parks and Gardens  
Employment Area  
Allotments

**Allocated Sites:**

R12 - 261 - 277 Aylsham Road, the site of 1 hectare is allocated for housing development, to provide in the region of 50 dwellings.  
R22 - 165 - 187 Aylsham Road, The site of 0.86 hectares is allocated for mixed use redevelopment to include: housing (in the region of 20 dwellings); starter/ small business units (B1 light Industrial).



**OTHER COMMENTS**

None

**ATTACHMENTS**

No attachments

## PLANNING INFO-GRAPHIC



— Site Outline

Search buffers in metres (m)

- Grouped applications and/or mobile mast records
- OFCOM Sitefinder mobile masts
- Small Project planning application
- Mobile mast planning records
- Large Project planning application
- House Extension planning application

Please Note: The numbers and letters shown on the above info-graphic are for administration purposes only and do not relate or refer to the number of planning applications for a particular property.

Provided by Groundsure 13/11/2019 16:37. For more detailed information contact your local office to order a full planning report.

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## Data sources

The following data sources have been used when compiling this report:

- Contaminated land
- Data derived under the New Roads and Street Works Act 1991
- Environmental Information as described under the EIR Regulations 2004
- Groundsure Radon Report
- Highway maintainable at public expense
- Planning register and register of enforcement notices and breach of condition notices
- Public rights of way
- Tree preservation orders
- Local land charges register

## Property Codes Compliance Board - Search Code



### Important Consumer Protection Information

This search has been produced by  
X-Press Legal Services Norfolk  
Cavell House  
Stannard Place  
St Crispins Road  
Norwich  
NR3 1YE  
Phone 0330 159 5358 Fax 0330 159 7358  
Email central.1358@x-presslegal.co.uk

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

The Search Code:

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the 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.

### The Code's core principles

Firms 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 all search services comply with the law, registration rules and standards. Monitor their compliance with the Code.

PLEASE ASK X-PRESS LEGAL SERVICES LIMITED IF YOU WOULD LIKE A COPY OF THE SEARCH CODE



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## **X-Press Legal Services Norfolk**

### **Complaints Procedure**

#### **Information for Customers**

X-Press Legal Services Limited is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly.

If you want to make a complaint, we will:

- Acknowledge it within 5 working days of receipt.
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time.
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs):  
Tel: 01722 333306, E-mail: [admin@tpos.co.uk](mailto:admin@tpos.co.uk).

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

Complaints should be sent to:

Code Compliance Officer  
Cavell House  
Stannard Place  
St Crispins Road  
Norwich  
NR3 1YE

Phone 0330 159 5358 Fax 0330 159 7358  
Email [central.1358@x-presslegal.co.uk](mailto:central.1358@x-presslegal.co.uk)

## Terms and Conditions

### Definitions

1. In these terms and conditions, the following words shall have the following meanings:

"We", "us" and "our" are references to X-Press Legal Services

"Report" means local report prepared by us in respect of the Property.

"Property" means the address or location supplied by the Customer or Client in the Order for the Report.

The "Local Authority" means the local authority referred to in the Report.

"Order" means any request completed by the Customer or Client requesting the Report.

"Customer" means the person, company, partnership or other organisation placing an Order either on their own behalf as a Client, or as an agent for the Client.

"Client" means the seller, buyer, potential buyer and a lender in respect of the Property who is the intended recipient of the Report and has an actual or potential interest in the property.

### Agreement

2. We agree to supply the Report to the Client subject to these terms and the Client indicates their acceptance of these terms when placing an order for the Report or when relying on the information in the Report.

### The Search Report

3. We will produce the Report with reasonable care and skill and it is provided to the Client on the basis that they acknowledge and agree to the following:

3.1 The information in the Report reflects that available to us on the date the Report was produced.

3.2 The information contained in a Report can change on a regular basis and we cannot be responsible to the Client for any change in the information after the date on which the Report was produced and sent to the Client or for any inaccuracies, omissions or errors on a public register.

3.3 The Report is produced for use in relation to individual property transactions only and is for the Property supplied in the Order.

3.4 The Report is intended for the personal use of the Client.

### Liability and Insurance

4. We shall not be liable for any acts or omissions of any party for whom we are not responsible, our insurance provision includes cover for errors and omissions in local authority data and records under the firm's professional indemnity policy together with run off cover for six years.

4.1 X-Press Legal Services assumes that the value of residential/commercial property/land does not exceed £3,000,000.00 and that it is the responsibility of the customer/client to advise us at the time of requesting the report where the value of the residential/commercial property/land exceeds the stated amount. Premiums for additional cover are available upon request.

4.2 We will be liable for any negligent or incorrect recording of the information in the search report.

4.3 If the insurance company goes out of business, compensation may be available from the Financial Services Compensation Scheme (FSCS). The Financial Ombudsman Service may also provide help in resolving disputes involving insurance companies.

### Price and Payment

5. The price payable for the Report is inclusive of VAT, unless otherwise stated.

5.1 Unless the Customer and/or Client has an agreed credit account with us for payment for the Reports, we must receive payments for Reports in full before the Report is produced.

5.2 Until such time as payment has been received in full, title of this report remains with the search provider.

### Disclosure

6. X-Press Legal Services maintain and have ongoing contractual and standalone business relationships with various persons and companies involved in the conveyancing process within the United Kingdom. X-Press Legal Services discloses any relationship in Box E. X-Press Legal Services cannot and will not accept any liability for failing to disclose a relationship where the involvement in the transaction was not made known to X-Press Legal Services by the client instructions.

### Copyright

7. The copyright and intellectual property rights in the Report shall remain our property.

7.1 The Customer and Client agree to respect and not to alter any trademark, copyright notice or trading name which appears on the Report.

7.2 The Customer and Client agree to indemnify us against any costs, claims and damage suffered by us as a result of any breach by them of the copyright terms in paragraphs 7 and 7.1.

7.3 This report may also be distributed as a copy or reproduction without alteration to potential purchasers, the actual purchaser and the mortgage lender.

### General

8. If any of these terms are held to be invalid or unenforceable, that provision or part of that provision shall be taken to be removed from these terms and the remaining terms will continue in full force and effect.

8.1 These terms shall be governed by English law and shall be subject to the jurisdiction of the English Courts

8.2 In providing reports and Services XLS will comply with the Search Code [www.propertycodes.org.uk](http://www.propertycodes.org.uk)

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## Important Consumer Protection Information

### 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.

### Independent Dispute Resolution

If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint to The Property Ombudsman scheme. We will cooperate fully with the Ombudsman during an investigation and comply with the final decision.

The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

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

### TPOs Contact Details

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

Tel: 01722 333306  
Fax: 01722 332296  
[www.tpos.co.uk](http://www.tpos.co.uk)  
Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

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

Please ask X-Press Legal Services if you would like a copy of the Search Code.

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## Common Terms

### Section 38 - Highways Act 1980

Section 38 relates specifically to the creation of a new highway upon land in the ownership of anyone other than the highway authority. It is an agreement between the land owner and the authority for the construction of a new highway and the ultimate adoption by the authority as a public highway. The agreement secures a bond for the cost of the works, to enable completion of the works by the authority upon default by the developer.

### Section 278 - Highways Act 1980

Section 278 covers proposed highway works within the existing highway (modification of highways not general excavation for different reasons). This would generally encompass works such as new traffic islands, roundabouts, junction improvements, carriageway alignment etc. and is often accompanied by a Section 38 Agreement for works outside the highway.

### Section 219 - Highways Act 1980

Section 219 - secures payment of the expenses for carrying out street works in private streets next to new buildings. This makes sure that the Local Authority can complete the roadworks if the developer is unable. If work is started on a building before the appropriate sum has been paid or secured, the owner may be liable and incur a fine.

### Section 220 - Highways Act 1980

Section 220 - is served following receipt of Building Regulations approval specifying the amount to be deposited or secured in respect of the street works charges for those dwellings for which approval has been granted which must be paid before building works commence.

### Section 104 - Water Industry Act 1990

Section 104 relates to the construction of new sewers by a developer, to be offered for adoption by the Water Authority as public sewers. The agreement secures a bond for the cost of the works, to enable completion of the works by the company upon default by the developer.

### Section 106 - Pre-planning Agreement

Section 106 of the Town and Country Planning Act 1990 allows a local planning authority (LPA) to enter into a legally-binding agreement or planning obligation, with a land developer over a related issue. The obligation is sometimes termed as a "Section 106 agreement".

### Tree Preservation Orders

Tree Preservation Orders (TPOs) are made under the Town and Country Planning Act 1990 and the Town and Country Planning (Trees) Regulations 1999.

### Listed Buildings

Listed Buildings - A listed building in the United Kingdom is a building or other structure officially designated as being of special architectural, historical or cultural significance.

### Community Infrastructure Levy

The Community Infrastructure Levy (CIL) is a planning charge based on legislation that came into force on 6 April 2010. When adopted, a CIL levy allows the Council to raise contributions from new development to help pay for infrastructure that is needed to support planned growth. CIL contributions can be used to supplement other funding streams and can wholly or partly fund a variety of strategic infrastructure projects ranging from transport, green infrastructure, flood defences, education and health, subject to pooling restrictions. Where a CIL charging schedule is in place, it largely replaces Section 106 Obligations in delivering strategic infrastructure. However, s106 would still be used for affordable housing and site development-related infrastructure requirements that are deemed necessary to make a development acceptable. Some developments would pay both Section 106 and CIL, but they would fund different types of infrastructure. Contributions may also be sought for Section 278 of the Highways Act where modifications are required to the highways network.

### Conservation Areas

Conservation Areas - Local authorities have the power to designate as conservation areas any area of "special architectural or historic interest" whose character or appearance is worth protecting or enhancing.

### Planning permission

Planning permission or planning consent is the permission required in the United Kingdom in order to be allowed to build on land, or change the use of land or buildings.

### Planning Info Graphic

- Large developments: 10 or more houses (or 1-9 houses if value is greater than £1m) and all other projects with a value greater than £250,000.
- Small developments: 3-9 houses or other developments with project value of less than £250,000.
- House Extensions or new builds searched to 125m.

Please note the planning records were extracted at the time the application was submitted, the application details can be found by entering the application reference manually into the Local Authority's planning website.

The Info-graphic is 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.

**INVOICE 209015**

Date 13/11/2019  
Your Ref 6 Aylsham Crescent  
Our Ref 00296328  
Account C&C

X-Press Legal Services Norfolk

Cavell House  
Stannard Place  
St Crispins Road  
Norwich  
NR3 1YE

Phone 01603 964143

Fax 0330 159 7358

Email central.1358@x-presslegal.co.uk

Clapham & Collinge LLP  
St Catherines House  
All Saints Green  
Norwich  
Norfolk  
NR1 3GA

Searches for:  
6 AYLSHAM CRESCENT  
NORWICH  
NR3 2RZ

**Details**

Commercial Pack 1 - FCI: CON29DW - Commercial, FCI  
Retail <0.25 Ha, PinPoint Chancel (Commercial),  
Regulated Local Authority Search

**Ex-VAT****VAT****Total VAT Rate**

£303.33

£60.67

£364.00

20.0%

**Total**

£303.33

£60.67

**£364.00**

Payment Terms Strictly 14 Days Please.  
BACS: Account Number 55482874  
Sort Code 09-01-28  
Please Quote Invoice Number as Reference

Company No. 6880370  
VAT No. 970 1971 09

## Commercial Property Standard Enquiries

### CPSE.7 (version 1.2) General short form pre-contract enquiries for all property transactions

#### Conditions

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

#### Particulars

**Seller:** Hornbuckle Mitchell Trustees Limited David William Hughff Michael William Chapman and Scott Barry Pinching

**Buyer:** Amin Bashdar

**Property:** 6 Aylsham Crescent, Norwich, NR3 2RZ

**Transaction:** Sale of the Property

**Seller's solicitors:** Clapham & Collinge LLP, St Catherines House, All Saints Green, Norwich NR1 3GA

**Buyer's solicitors:** Lincoln Law Solicitors First Floor 254/256 Lincoln Road Peterborough PE1 2ND

**Date:** 20 September 2018

#### 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, partners, employees, consultants or other staff.
4. The Buyer acknowledges that even though the Seller will be giving replies to the enquiries, the Buyer should still inspect the Property, have the Property surveyed, investigate title and make all appropriate searches and enquiries of third parties.
- 5. In replying to each of these enquiries and any supplemental enquiries, the Seller acknowledges that it is required to provide the Buyer with copies of all documents and correspondence and to supply all details relevant to the replies, whether or not specifically requested to do so.**
6. The Seller confirms that pending exchange of contracts or, where there is no prior contract, pending completion of the Transaction, it will notify the Buyer on becoming aware of anything which may cause any reply that it has given to these or any supplemental enquiries to be incorrect.

# Practical Law

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## ENQUIRIES

### 1. BOUNDARIES AND EXTENT

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

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

No

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

No

- 1.3 In relation to each of the Boundary Features:

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

We confirm that we have maintained all of the Boundary Features

- 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**

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.

We confirm that all terms and conditions have been complied with

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

No

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

Pedestrian access routes – the front door and the back door which is across a parking area

Vehicular access –road to the front, access to the back via a parking area

2.5 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**

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

None

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.

We confirm that all terms and conditions have been complied with

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

No

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

No

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

No

#### 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?

No

4.2 Is there any Green Deal Plan affecting the Property?

Not that we are aware of

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?

No

- 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.

We do not have an asbestos report

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

None

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

We confirm that all have been regularly tested

## 5. CONTENTS

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

None

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

We confirm that we own all the fixtures and fittings

## 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.

Electricity – metered

Water – metered

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

No

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

No

6.4 Please provide:

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

Karen McDowall – 01603 789966, karenm@smith-pinching.co.uk

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

No

6.6 Do you pay or contribute to the Carbon Reduction Commitment Energy Efficiency Scheme?

No

## 7. FIRE SAFETY AND MEANS OF ESCAPE

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

Front and Back Doors

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

No

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

No

**8. PLANNING AND BUILDING REGULATIONS**

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

No

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

No

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

None

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

None – last change of use was in August 2007 (attached)

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

Office

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.

Building regulations application attached dated October 2007

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

No

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

None

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

No

**9. STATUTORY AGREEMENTS AND INFRASTRUCTURE**

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

No

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

No

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

No

**10. STATUTORY AND OTHER REQUIREMENTS**

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

No

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

No

10.3 If the answer to enquiry 10.2 is yes

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

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

[N/A]

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

Carried Out by EPC Energy Surveys Limited – Energy Rating E (108)

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

N/A

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

5<sup>th</sup> June 2017 – Pitch Air

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

N/A

## 11. ENVIRONMENTAL

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

None

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

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

No



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

We confirm that we are not aware of any breach.

- 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.

We confirm that we are not aware of any environmental incidents

## 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?

Property is vacant. It was no longer required as we were able to fit all staff who were in this office into our Head Office.

## 13. INSURANCE

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

No

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

None

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

The buildings policy will not remain in place after exchange of contracts.

- 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.

Attached

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

None

**14. RATES AND OTHER OUTGOINGS**

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

No

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

No

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

No

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

Attached

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

None

## 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

## 16. DISPUTES

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

None

## 17. SDLT ON ASSIGNMENT OF A LEASE

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

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

No lease has been assigned

- 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?

No

- 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?

No

## 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.

None

## 19. VAT

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

Not registered

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.

This is not a transfer of a business as a going concern

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?

N/A

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.

N/A

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.

The property is exempt from VAT

**20. CAPITAL ALLOWANCES**

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

No

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.

N/A



NORWICH  
City Council

**Application submitted by:**

Robert Wells Property Agents  
2 Duke Street  
Norwich  
NR3 3AJ

**On behalf of:**

Smith And Pinching Group  
C/o Agents

TOWN AND COUNTRY PLANNING ACT 1990

PLANNING PERMISSION

**Application Number:** 07/00781/U

**Valid date of application:** 12th July 2007

**Decision date:** 9th August 2007

**Location:** 6 Aylsham Crescent, Norwich, Norfolk, NR3 2RZ

**Proposal:** Change of use from shop (A1 use) to financial services (A2 use).

---

**Conditions:**

1. The development must be begun within three years of the date of this permission.

**Reasons:**

1. Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990 and Section 51 of the Planning and Compulsory Purchase Act 2004.

**Reasons for Approval**

2. The decision to grant planning permission has been taken having regard to Policies SHO15, EMP2, TRA6 and TRA7 of the City of Norwich Replacement Local Plan (Adopted Version November 2004) and to all material considerations. The change of use to financial services is considered acceptable within the Aylsham Road District Shopping Centre.

DECISION SENT 10 AUG 2007

- 1) If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, s/he may appeal to the Secretary of State in accordance with Section 78 of the Town and Country Planning Act 1990 within six months of the date of the notice of decision. [Appeals must be made on a form which is obtainable from the Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN]. The Secretary of State has the power to allow a longer period for giving notice of appeal but will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears that permission for the proposed development could not have been granted by the local planning authority, or could not have been granted otherwise than subject to the conditions imposed on them, having regard to the statutory requirements (a) to the provisions of the development order, and any directions given under the order. He does not in practice refuse to entertain solely because the decision of the local planning authority was based on a direction given by him.
- 2) if permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the Secretary of State and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, s/he may serve on the Council of the county borough or county district in which the land is situated a purchase notice requiring that council to purchase his/her interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.
  - i) The statutory requirements are those set out in Section 78 of the Town and Country Planning Act 1990, namely Sections 70 and 72(1).



NORWICH  
City Council

**Note: This notice applies to the following drawings:**

Site Plan Dated 4th July 2007;  
Photograph Dated 4th July 2007;  
Proposed Floor Plan Dated 4th July 2007.

Anna Graves  
Strategic Director Regeneration and Development.



- 1) If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, s/he may appeal to the Secretary of State in accordance with Section 78 of the Town and Country Planning Act 1990 within six months of the date of the notice of decision. [Appeals must be made on a form which is obtainable from the Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN]. The Secretary of State has the power to allow a longer period for giving notice of appeal but will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears that permission for the proposed development could not have been granted by the local planning authority, or could not have been granted otherwise than subject to the conditions imposed on them, having regard to the statutory requirements (a) to the provisions of the development order, and any directions given under the order. He does not in practice refuse to entertain solely because the decision of the local planning authority was based on a direction given by him.
- 2) if permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the Secretary of State and the owner of the land claims that the land has become incapable of reasonably beneficial use in existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, s/he may serve on the Council of the county borough or county district in which land is situated a purchase notice requiring that council to purchase his/her interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.
  - i) The statutory requirements are those set out in Section 78 of the Town and Country Planning Act 1990, namely Sections 70 and 72(1).

Smith & Pinching  
295/297 Aylsham Road  
NORWICH  
NR3 2RY

Building Regulation  
Application No: **FP2007/0489**

## The Building Act 1984, The Building Regulations

### DETAILS OF WORK

**Description:** Alterations to form new WC's

**For:** Smith & Pinching

### LOCATION OF BUILDING TO WHICH WORK RELATES

**Address:** 6, Aylsham Crescent, Norwich

Full Plans were deposited under the Building Regulations made under Section 1 (3) of the Building Act 1984.

**On:** 25 October 2007

### COMPLETION DATE:

**Dated:** 19 March 2009

### COMPLIANCE WITH THE BUILDING REGULATIONS

It is hereby certified that the building works described above have been inspected and so far as the Council has been able to ascertain, after taking all reasonable steps in that behalf, the relevant requirements of Schedule 1 of the Building Regulations have been satisfied.

### AUTHORITY

This Certificate has been authorised by:



**Kevin Love**

Director

CNC Building Control Consultancy

**Dated:** 19th March 2009

Please Note: this certificate relates only to the work described in the details of work above. This does not relate to any work carried out to which the regulations did not apply on this occasion, for example to the existing building not affected by any extension work or the work of repair or the replacement of fittings, etc.



Thorpe Lodge, 1 Yarmouth Road, Norwich NR7 0DU  
T: 01603 430100 F: 01603 430541  
E: [enquiries@cncbuildingcontrol.gov.uk](mailto:enquiries@cncbuildingcontrol.gov.uk)  
W: [www.cncbuildingcontrol.gov.uk](http://www.cncbuildingcontrol.gov.uk)



A Partnership of Professionals

Smith & Pinching  
295/297 Aylsham Road  
NORWICH  
NR3 2RY

Ask For : Mark Sheppard  
Direct Dial : 01603 430126  
Email : [enquiries@cncbuildingcontrol.gov.uk](mailto:enquiries@cncbuildingcontrol.gov.uk)  
Our Ref : FP/2007/0489/  
Your ref :  
Date : 30 October 2007

Dear Sirs

**The Building Act 1984, The Building Regulations 2000 (as amended)**

**Alterations to form new WC's  
6 Aylsham Crescent Norwich**

Thank you for your building regulation application, which was received from your agent on 25 October 2007.

Anglian Water's public sewer records indicate that the proposal is situated over or in close proximity to a public sewer. I enclose a copy of the letter I have sent to your Agent requesting further information on this matter.

The plans will be checked for compliance with the regulations within 3 weeks and in view of the above, I would strongly advise that no works commence while this matter is under consideration.

Once resolved, you need to inform us so that we can make the necessary inspections and following the first inspection, you will receive an invoice for the inspection charge of £176.25 (incl. VAT).

If you have any questions, your application is being dealt with by Mark Sheppard, who can be contacted on 01603 430126.

Yours faithfully

  
**Donna Banthorpe**

Senior Business Support Administrator



Thorpe Lodge, 1 Yarmouth Road, Norwich NR7 0DU  
T: 01603 430100 F: 01603 430541  
E: [enquiries@cncbuildingcontrol.gov.uk](mailto:enquiries@cncbuildingcontrol.gov.uk)  
W: [www.cncbuildingcontrol.gov.uk](http://www.cncbuildingcontrol.gov.uk)





Hector Gibb  
8 Judges Walk  
Norwich  
Norfolk

Ask For : Mark Sheppard  
Direct Dial : 01603 430126  
Email : enquiries@cncbuildingcontrol.gov.uk  
Our Ref : FP/2007/0489/  
Your ref :  
Date : 29 October 2007

Dear Mr Gibb

**The Building Act 1984, The Building Regulations 2000 (as amended)**

**Alterations to form new WC's  
6 Aylsham Crescent Norwich**

Thank you for your building regulation application and plan fee of £117.50 (incl. VAT) received on 25 October 2007.

Anglian Water's public sewer records indicate that the proposal is situated over or in close proximity to a public sewer. In order that I may determine whether or not Building Regulation H4 (building over sewers) applies, could you please forward to me a further dimensioned plan of the proposal indicating accurately the position of the sewer. An extract of the public sewer records for the area concerned is attached.

Your early attention to this matter will ensure that the minimum of delay occurs in granting a building regulation decision. In the mean time the plans will be checked for compliance with the building regulations, which we aim to undertake within the next 3 weeks.

I would strongly advise that no works commence until the above information is provided.

If you have any questions, your application is being dealt with by Mark Sheppard, who can be contacted on 01603 430126.

Yours sincerely

*D. Banthorpe*  
**Donna Banthorpe**

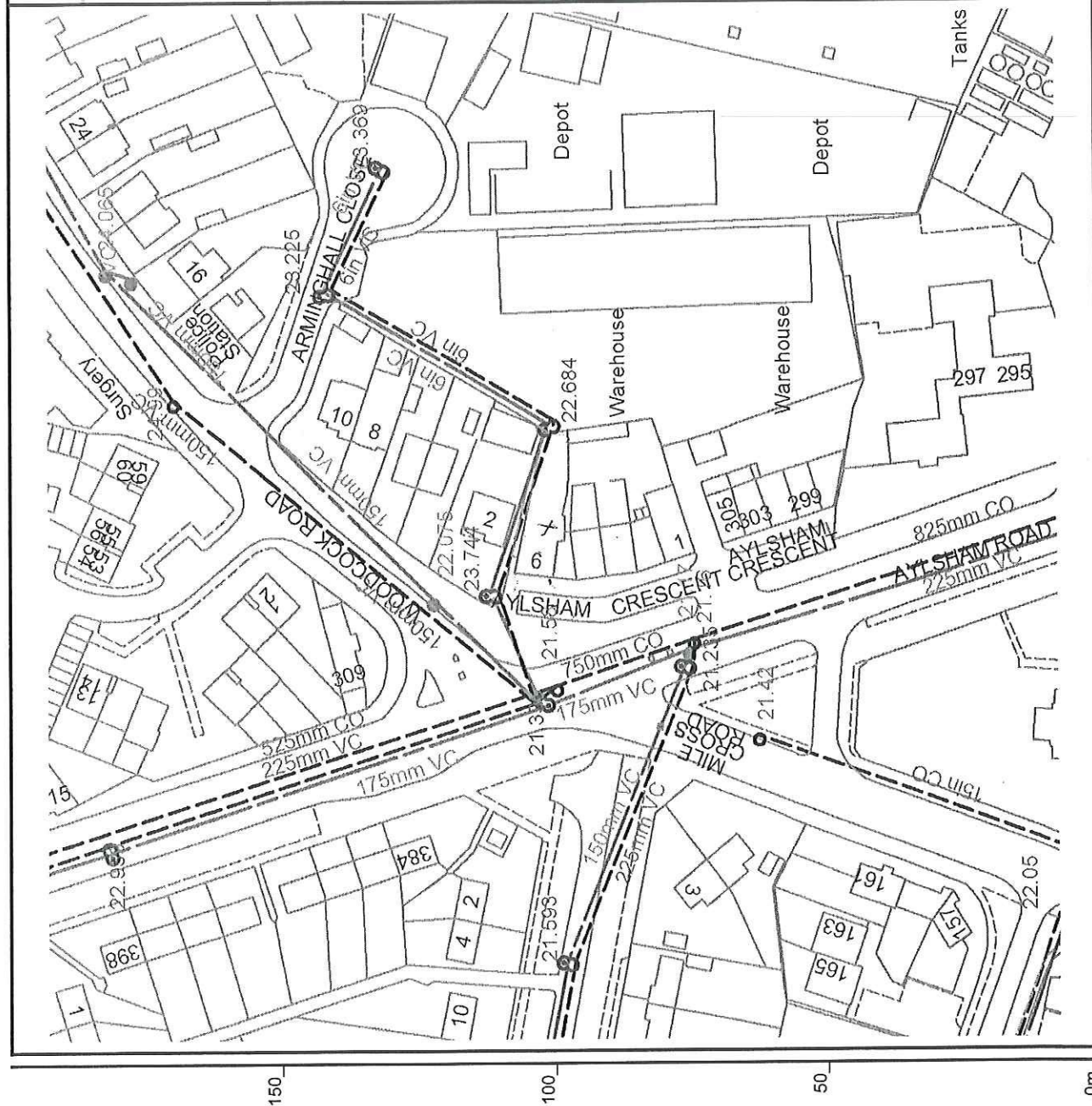
Senior Business Support Administrator  
cc to applicant with sewer map



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W: www.cncbuildingcontrol.gov.uk



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# Anglian Water Sewerage

6 Aylsham Crescent  
Nch

Asset data last updated 01/07/2006

### Sewerage Legend

Location	Access	Access	Access
Foul Sewer	_____	_____	_____
Surface Sewer	_____	_____	_____
Combined Sewer	_____	_____	_____
Private Sewer (Colour dependent on effluent type)	_____	_____	_____

Surface Manhole      Non Surface Manhole

This plan is provided by Anglian Water pursuant its obligations under the Water Industry Act 1991 sections 198 or 199. It must be used in conjunction with any search results attached. The information on this plan is based on data currently recorded but the composition must be regarded as approximate. Service pipes, private sewers and drains are generally not shown. Users of this map are strongly advised to commission their own survey of the area shown on the plan before carrying out any works. The actual position of all apparatus MUST be established by trial holes. No liability whatsoever, including liability for negligence, is accepted by Anglian Water for any error or inaccuracy or omission, including the failure to accurately record, or record at all, the location of any water main, discharge pipe, sewer or drain or disposal main or any item of apparatus. This information is valid for the date printed. The plan is produced by Anglian Water Services Limited from Ordnance Survey © Crown Copyright, WU 298492. This map is to be used for the purposes of viewing the location of Anglian Water plant only. Any other use of the map data or further copies is not permitted. This notice is not intended to exclude or restrict liability for death or personal injury resulting from negligence.





**NORWICH**  
City Council

DNA 07/00781/U

**Application submitted by:**

Robert Wells Property Agents  
2 Duke Street  
Norwich  
NR3 3AJ

**On behalf of:**

Smith And Pinching Group  
C/o Agents

**TOWN AND COUNTRY PLANNING ACT 1990**

**PLANNING PERMISSION**

**Application Number:** 07/00781/U

**Valid date of application:** 12th July 2007

**Decision date:** 9th August 2007

**Location:** 6 Aylsham Crescent, Norwich, Norfolk, NR3 2RZ

**Proposal:** Change of use from shop (A1 use) to financial services (A2 use).

---

**Conditions:**

1. The development must be begun within three years of the date of this permission.

**Reasons:**

1. Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990 and Section 51 of the Planning and Compulsory Purchase Act 2004.

**Reasons for Approval**

2. The decision to grant planning permission has been taken having regard to Policies SHO15, EMP2, TRA6 and TRA7 of the City of Norwich Replacement Local Plan (Adopted Version November 2004) and to all material considerations. The change of use to financial services is considered acceptable within the Aylsham Road District Shopping Centre.

DISCHARGED 10 AUG 2007



NORWICH  
City Council

**Note: This notice applies to the following drawings:**

Site Plan Dated 4th July 2007;  
Photograph Dated 4th July 2007;  
Proposed Floor Plan Dated 4th July 2007.

Anna Graves  
Strategic Director Regeneration and Development.

# PITCH AIR



Air Conditioning & Refrigeration

Wood View Farm, Church Lane  
Wicklewood, Norwich  
Norfolk, NR18 9QH

Tel: 01953 859866  
Email: info@pitchair.co.uk  
www.pitchair.co.uk

PSS0813

SITE ADDRESS <i>Smith &amp; Penning Aylsham Crescent Norwich NR3 2RY</i>	MANUFACTURER: <i>Mitsubishi</i>	DATE: <i>5-6-17</i>
	APPLICATION: <i>A/C</i>	ORDER NO.
	SYSTEM NO.	JOB NUMBER: <i>2966</i>
	C/U:	REF COM NO. REF 1008350
INVOICE ADDRESS:	S/NO.	SERVICE:
	EVAP:	MAINTENANCE: <input checked="" type="checkbox"/>
	S/NO.	JOB COMPLETE: <input checked="" type="radio"/> YES <input type="radio"/> NO

**JOB DESCRIPTION:**

*Routine maintenance carried out on PA1156,  
PA1157, PA1155 a + b, PA1153, PA1154  
All air conditioning systems and both lossnays  
in good operational condition.*

**MATERIALS USED**

F-GAS			
REFRIGERANT		REFRIGERANT REMOVED	
FACTORY CHARGE		RECOVERY CYLINDER No.	
ADDITIONAL CHARGE		WASTE TRANSFER NO.	
TOTAL CHARGE		SYSTEM PRESSURE TEST	
CYLINDER No.		HOURS	
REFRIGERANT ADDED		HOURS O/T	
OTHERS		MILEAGE	

DATE: <i>5-6-17</i>	ENGINEER: <i>L. Cannell</i>	CLIENT SIGNATURE: <i>Karen McDowell</i>
		PRINT NAME: <i>KAREN McDowell</i>




<b>SITE ADDRESS</b> Smiths Pouching Aylsham Crescent Aylsham Rd Norwich	<b>MANUFACTURER:</b> Mits. Danac	<b>DATE:</b> 25.5.16
	<b>APPLICATION:</b> office A/C	<b>CUSTOMER ORDER NO.</b>
	<b>SYSTEM NO.</b> PA1155 0	<b>JOB NUMBER:</b> 2301
	<b>C/U:</b>	<b>REF COM NO.</b> REF 1008350
<b>INVOICE ADDRESS:</b>	<b>S/NO.</b>	<b>SERVICE:</b> <input checked="" type="checkbox"/>
	<b>EVAP:</b>	<b>MAINTENANCE:</b>
	<b>S/NO.</b>	<b>JOB COMPLETE:</b> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

PSS0813

**JOB DESCRIPTION:**  
 Ftg. Heavy Parts Test. A/C OK

**MATERIALS USED**  
 P/No 57000040  
 57000040

F-GAS			
REFRIGERANT	24.57c	REFRIGERANT REMOVED	
FACTORY CHARGE		RECOVERY CYLINDER No.	
ADDITIONAL CHARGE		WASTE TRANSFER NO.	
TOTAL CHARGE		SYSTEM PRESSURE TEST	
CYLINDER No.		HOURS	2
REFRIGERANT ADDED		HOURS O/T	
OTHERS		MILEAGE	10.1

<b>DATE:</b> 25.5.16	<b>ENGINEER:</b> C Peirce	<b>CLIENT SIGNATURE:</b>	
		<b>PRINT NAME:</b>	