

Auction Pack Index

Friends Mission Hall 48-52 St Georges Road Lowestoft

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SPECIAL CONDITIONS OF SALE

FRIENDS TRUSTS LIMITED ON BEHALF OF THE TRUSTEES OF NORFOLK & WAVENEY AREA QUAKER MEETING OF THE RELIGIOUS SOCIETY OF FRIENDS

Sale of Friends Mission Hall 48-52 St Georges Road Lowestoft NR33 0JP

1. The property known as Friends Mission Hall 48-52 St Georges Road Lowestoft NR33 0JP 56 and shown edged red on the plan annexed hereto and registered at the Land Registry under title number SK301807 ("the Property").
2. The property is held by Friends Trusts Limited on behalf of the Sellers, the Trustees of Norfolk & Waveney Area Quaker Meeting of the Religious Society of Friends, and they shall transfer the Property with limited title guarantee in accordance with the Transfer attached hereto.
3. The Property is sold subject to the following conditions and to the conditions known as the Standard Commercial Property Conditions (3rd Edition) so far as the latter conditions are not inconsistent with the following conditions.
4. The Seller's solicitors are Cozens-Hardy LLP of Castle Chambers, Opie Street, Norwich, NR1 3DP. Tel: (01603) 625231. (Reference: JFB)
5. Immediately following the sale of the Property the Buyer shall pay a deposit of 10% of the purchase price to the Seller's solicitors as agents for the Seller and the Buyer shall sign the Memorandum of Sale.
6. The sale is with vacant possession on completion.
7. The Completion Date shall be 18 December 2019
8. The Property is sold with all faults and defects whether of condition or otherwise and neither the Seller nor its agents are responsible for any such faults or defects or, for any statements contained in the Particulars of the Property as prepared by the agents.
9. The Buyer hereby acknowledges that he has not entered into the Contract in reliance upon any of the said statements and that he has satisfied himself as to the correctness of each of the said statements by inspection or otherwise and that no warranty or representation has been made by the Seller or its agents in relation to or in connection with the Property.
10. The prescribed rate of interest is 4% above Lloyds Bank plc base rate for the time being in force.
11. The Property is sold subject to all Town Planning Schemes development plans and notices of the local or any other competent authority whatsoever affecting the same and whether registerable as local land charges or not and whether made before or after the date hereof.
12. The restrictions on disposition imposed by Sections 117 to 121 of the Charities Act 2011 apply to the Property.
13. The Seller is not an exempt charity and the Seller certifies that as charity trustees

they do have power under the trusts of the charity to effect this disposition and that they have complied with the provisions of Section 117 of the Charities Act 2011 so far as it is applicable to it.

14. On completion the Buyer will reimburse the Seller the sum of £301.40 being the cost of a Local Authority Search, Chancel Search and Water and Drainage Search.
15. The Property is sold together with the benefit of and subject to the incumbrances and the other matters contained or referred to in the title deduced and Standard Conditions 4.1.1 and 4.1.2 are amended accordingly.
16. The title as deduced and all matters contained or referred to therein shall be deemed to have been accepted by the Buyer and Standard Conditions 7.1.1 shall not apply thereto.
17. Standard Condition 2 shall be deleted.
18. If any VAT is chargeable on any supply made by the Seller the Buyer will pay the Seller an amount equal to that VAT as additional consideration on completion.
19. If the Buyer is a "connected person" for the purposes of the Charities Act 2011 the sale will be conditional on the consent of the Charity Commissioners being obtained.
20. Completion of the sale and purchase shall take place on the Completion Date or if later 10 working days after receipt of the consent referred to in clause 17 of the Special Conditions of Sale. The Seller shall use all reasonable endeavours to obtain the consent from the Charity Commissioners to the sale. In the event that the consent is not obtained within 60 days after the date hereof either party can by service on the other terminate this contract.

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 28 October 2019 shows the state of this title plan on 28 October 2019 at 10:47:43. 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 **SK301807**
Ordnance Survey map reference **TM5390NE**
Scale **1:1250**
Administrative area **Suffolk : East Suffolk**



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The electronic official copy of the register follows this message.

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



Official copy of register of title

Title number SK301807

Edition date 02.05.2019

- This official copy shows the entries on the register of title on 18 OCT 2019 at 10:06:00.
- 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 18 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.

SUFFOLK : EAST SUFFOLK

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Friends Mission Hall, 48-52 St Georges Road, Lowestoft (NR33 0JP).

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 PROPRIETOR: FRIENDS TRUSTS LIMITED (Co. Regn. No. 188362) of Friends House, 173 Euston Road, London NW1 2BJ and of friendstrusts@quaker.org.uk.
- 2 (04.02.2008) 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.
- 3 (19.05.2016) RESTRICTION: No disposition by the proprietor of the registered estate to which section 117-121 or section 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(3) or section 125(2) of that Act as appropriate.
- 4 (04.02.2008) The Conveyances of the land edged and numbered 1 and 2 in blue on the title plan to the proprietor contain a covenant to observe and perform the stipulations and restrictions referred to in the Charges Register.
- 5 (19.05.2016) The proprietor's address for service has been changed.

C: Charges Register

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

1 (04.02.2008) A Deed of Mutual Covenants dated 21 January 1869 made between The Several Persons whose Names and Seals were thereunto subscribed contains the following covenants affecting the land edged on numbered 1 in blue on the title plan:-

each of the persons whose names are in the said schedule doth hereby COVENANT for himself his appointees heirs and assigns

will not at any time carry on or permit to be carried on on any part of his premises respectively save and only except on lots 267 and 290 the trade or business that may be or tend to grow to be an annoyance or nuisance or dangerous to the neighbourhood.

IT IS HEREBY EXPRESSLY DECLARED to be the true intent and meaning of these presents that the several covenants herein contained shall run with against and in favour of the land so that all persons for the time being respectively having any estate or interest in the said hereditaments respectively or any part thereof may be bound thereby and may have the benefit thereof.

AND IT IS ALSO DECLARED that no party hereto his heirs or assign shall become personally responsible for any breach of any covenant a provision of these presents committed in respect of any lot after he or they shall have parted with his or their whole estate and interest in such lot provided he or they shall at or before the time of parting with such lot estate or interest have given to the person or persons to whom such estate and interest shall pass full notice of these presents and the contents thereof shall have procured such person or persons in the conveyance to him or them to execute a covenant to observe and perform the same.

AND IT IS HEREBY DECLARED AND AGREED to be the true intent and meaning of these presents that any or more of the persons having or claiming any estate or interest in the same hereditaments or any part thereof may take any proceedings at law or equity or otherwise against any one or more of the other persons having or claiming any estate or interest in the said hereditaments or any part thereof notwithstanding any other such person or persons may not be parties to such proceedings or may dissent therefrom.

NOTE:-No information regarding the numbering of lots nor the persons named in the schedule was lodged on first registration.

2 (04.02.2008) By a Conveyance dated 18 August 1886 made between (1) George Jonathan Mills and (2) James Mickleburgh the land edged and numbered 2 in blue on the title plan was with other land was conveyed subject as follows:-

subject to the stipulations specified in a Deed Poll a copy whereof was contained in the Second Schedule thereto

THE SECOND SCHEDULE referred to

To all to whom these presents shall come the several persons whose names and seals are hereunto subscribed and set send greetings Whereas the hereditaments described in the plan hereunto annexed were put up for sale by auction on the 16 day of December 1868 at the Suffolk Hotel Lowestoft in the County of Suffolk in 243 Lots numbered 151 to 393 inclusive are now the owners of the several lots set opposite to our respective names in the Schedule hereto And whereas it was stipulated at the said sale that every Purchaser should execute this Deed Now know that each of the persons whose names are in the said Schedule doth hereby covenant for himself his appointees and assigns

.....
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3 And also will not at any time carry on or permit to be carried on on any part of his premises respectively save and only except on lots 267 and 290 the trade or business of a Publican, Licensed Victualler or Dealer in Beer Ale or any trade or business that may be or tend to grow

C: Charges Register continued

to be an annoyance or nuisance or dangerous to the neighbourhood

4 It is hereby declared that the word 'Owner' shall in these presents mean the person or persons having the first estate of freehold whether legal or equitable but if any occupier or receiver of the rents shall neglect to disclose on request in writing the full name and address of the owner then any person entitled to sue such owner may levy a distress upon the lot or lots belonging to any such owner to recover any sum payable by him under these presents and all expenses arising from the non-payment or incurred in or about obtaining payment in the same manner as Landlords are now authorised to distrain in case of rent in arrear.

5. And it is hereby expressly declared to be the true intent and

meaning of these presents that the several covenants herein contained shall run with against and in favour of the land so that all persons for the time being respectively having any estate or interest in the said hereditaments respectively or any part thereof may be bound thereby and may have the benefit thereof.

6 And it is also declared that no party hereto his heirs or assigns shall become personally responsible for any breach of any covenant or provision of these presents committed in respect of any lot after he or they shall have parted with his or their whole estate and interest in such lot provided he or they shall at or before the time of parting with such estate or interest have given to the person or persons to whom such estate and interest shall pass full notice of these presents and the contents thereof and shall have procured such person or persons in the conveyance to him or them to execute a covenant to observe and perform the same.

7 And it is hereby declared and agreed to be the true intent and meaning of these presents that any or more of the persons having or claiming any estate or interest in the same hereditaments or any part thereof may take any proceedings at Law or in equity or otherwise against any one or more of the other persons having or claiming any estate or interest in the said hereditaments or any part thereof notwithstanding any other such person or persons may not be parties to such proceedings or may dissent therefrom.

NOTE: The land edged and numbered 2 in blue on the title plan comprised part of Lot 316 and part 317.

End of register



Order Reference:G2482899-2
Produced on:04 November 2019



COMMERCIALDW Drainage and Water Enquiry

The information in this document refers to:

Friends Mission Hall
48 - 52 St Georges Road
Lowestoft
NR33 0JP

This document was ordered by:

Cozens-Hardy LLP
Castle Chambers
Opie Street
Norwich
NR1 3DP

Customer reference: JFB/F01391-1-1

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: G2482899-2.

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) and Paul Langley (Essex & Suffolk Water) who have no, nor are 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) and Paul Langley (Essex & Suffolk Water) who have no, nor are likely to have, any personal or business relationship with any person involved in the sale of the property.

This was requested on 28 October 2019 and completed on 04 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

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 WaterIndustry (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 for more details.

Summary of Responses

Question	Answer
1 Where relevant, please include a copy of an extract from the public sewer map	Map Included
2 Where relevant, please include a copy of an extract from the map of waterworks	Map Included
3 Does foul water from the property drain to a public sewer?	Yes
4 Does surface water from the property drain to a public sewer?	Yes
5 Is a surface water drainage charge payable?	See Details
6 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	No
6.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?	No
7 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	Yes
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?	No
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?	No
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?	Not Applicable
10 Is any building within the property at risk of internal flooding due to overloaded public sewers?	No
11 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works	See Details
12 Is the property connected to mains water supply?	Yes
13 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	No
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?	No
15 Is the property at risk of receiving low water pressure or flow?	No
16 What is the classification of the water supply for the property?	See Details
17 Please include details of the location of any water meter serving the property	See Details
18.1 Who is responsible for providing the sewerage services for the property?	Anglian Water Services Limited
18.2 Who is responsible for providing the water services for the property?	Essex & Suffolk Water
19 Who bills the property for sewerage services?	See Details
20 Who bills the property for water services?	See Details
21 Is there a meter installed at the property?	Yes
22 Is there any easement giving Anglian Water the right of access to defined assets located within the boundary of the property?	No
23 Are there any trade effluent consents relating to this site/property	No

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 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

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:
Essex & Suffolk Water
PO Box 292
Durham DH1 9TX
Tel: 0345 782 0999
www.eswater.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.
Essex & Suffolk Water is a trading name of Northumbrian Water Limited (a company registered in England under no. 2366703 whose registered office is at Head Office, Abbey Road, Pity Me, Durham, DH1 9ZR).

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
For further information on surface water drainage, please visit the Ofwat website;
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 are no public sewers, disposal mains or lateral drains within the boundaries of the property. However, 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 5.07 kilometres to the South of the property. The name of the sewage treatment works is KESSINGLAND-MARSH LN 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. The map of waterworks has been supplied by Essex & Suffolk Water of PO Box 292, Durham, DH1 9TX.

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 175.000000mg/l which is defined as Very Hard by Essex & Suffolk Water.

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	175.000000	437.500000	30.630000	74.030000	23.800000	4.410000

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/not located within the dwelling-house which is or forms part of the property, and in particular is located at a position that is not known.

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 Essex & Suffolk Water
PO Box 292
Durham DH1 9TX
Tel: 0345 782 0999
www.eswater.co.uk

Informative Essex & Suffolk Water is a trading name of Northumbrian Water Limited (a company registered in England under No. 2366703 whose registered office is at Head Office, Abbey Road, Pity Me, Durham DH1 9ZR).

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

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: wstradeeffluent@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, 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

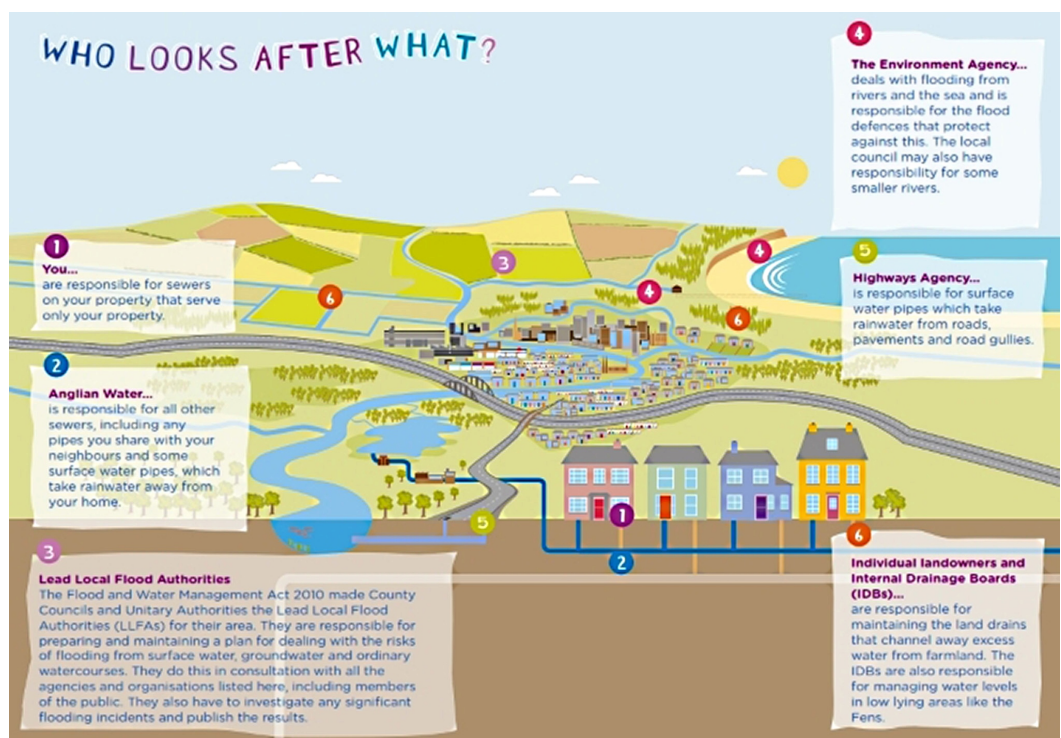
Water and sewerage queries, interruption to services and emergencies

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

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.

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:

01722 333306

Fax:

01722 332296

Website:

www.tpos.co.uk

Email:

admin@tpos.co.uk



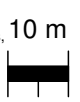
Valves/Regulators	Fittings/Symbols	Storage/Operations	Network Types	Specific Main Types	Area Types
P1 P2 P3 P4			Distribution — Blue Treated — Purple Raw — Orange Fire — Red Supply — Green	Abandoned Asbestos Abandoned Out of Commission Private Proposed	Water Quality District Metering Easement



User : CON29ESW
 Title : G2482899-2
 Centre Point : 653896,290820

Date : 01/11/2019
 Map Sheet : TM5390NE

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Date: 31/10/19 Scale: 1:1000 Map Centre: 653894,290820 Title: G2482899-2

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.

Manhole Reference	Liquid Type	Cover Level	Invert Level	Depth to Invert
0700	F	9.628	8.098	1.53
0701	F	9.654	7.964	1.69
0804	F	10.915	9.465	1.45
0805	F	-	-	2.85
0806	F	11.101	8.811	2.29
0807	F	-	-	-
0808	F	-	-	-
6900	F	9.844	7.484	2.36
7700	F	7.17	6.48	0.69
7701	F	7.71	2.8	4.91
7800	F	9.358	5.608	3.75
7801	F	9.218	4.468	4.75
7802	F	8.989	4.689	4.3
7803	F	9.221	2.671	6.55
7804	F	8.371	2.741	5.63
8700	F	8.054	5.194	2.86
8701	F	8.106	6.596	1.51
8702	F	7.966	5.406	2.56
8703	F	-	-	-
8800	F	8.716	6.286	2.43
8801	F	8.94	8.19	0.75
8802	F	-	-	-
8901	F	10.159	2.579	7.58
9700	F	-	-	-
9701	F	-	-	-
9800	F	9.124	8.104	1.02
9801	F	9.863	7.793	2.07
9802	F	9.833	8.573	1.26
9813	F	-	-	-
9814	F	-	-	-
9815	F	-	-	-
9900	F	9.857	8.647	1.21
9901	F	9.578	8.808	0.77
9902	F	10.032	8.642	1.39
0751	S	9.311	7.811	1.5
0752	S	9.643	6.893	2.75
0852	S	11.085	9.635	1.45
0853	S	10.819	9.069	1.75
7851	S	8.386	7.156	1.23
7852	S	9.351	8.121	1.23
7853	S	9.254	8.194	1.06
7854	S	8.729	7.105	1.624
8751	S	8.344	6.194	2.15
8752	S	-	-	-
8753	S	-	-	-
8951	S	10.244	9.134	1.11

Manhole Reference	Liquid Type	Cover Level	Invert Level	Depth to Invert

Manhole Reference	Liquid Type	Cover Level	Invert Level	Depth to Invert



REPLIES TO STANDARD ENQUIRIES OF LOCAL AUTHORITY (2016 Edition)

Applicant: Cozens-Hardy LLP

Castle Chambers
Opie Street
Norwich
Norfolk
NR1 3DP

jfbreeze@cozens-hardy.com

Your Reference: JFB/F01391-1-1
Search Reference: 04248/19
NLIS Reference:
Date: 30-Oct-2019

Property:

Friends Misson Hall
48 - 52 St Georges Road
Lowestoft
Suffolk
NR33 0JP

Other Roads etc:

Additional Properties: Friends Misson Hall St Georges Road Lowestoft

I refer to your Standard Enquiries relating to the above property. These replies relate to that property as shown on the location plan where supplied. The replies are given subject to the Notes to the Standard Enquiries.

NOTE

Listed building records are held per English Heritage details, and do NOT include any of the curtilage surrounding a listed building/structure. The local search also does not refer to any "Locally Listed Buildings.

Signed on Behalf of East Suffolk Council

Chief Executive

All correspondence relating to these answers should quote the official Search Reference.

Standard Enquiries of Local Authority

PLANNING AND BUILDING REGULATIONS

1.1 Planning and building decisions and pending applications

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

(a) a planning permission

None

(b) a listed building consent

None

(c) a conservation area consent

None

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

None

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

None

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

None

(g) a heritage partnership agreement

None

(h) a listed building consent order

None

(i) a local listed building consent order

None

(j) building regulations approval

None

(k) building regulation completion certificate and

N/A

(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

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?

WAVENEY LOCAL PLAN (ADOPTED MARCH 2019)

Policy WLP1.2 - Settlement Boundaries Waveney Local Plan, Adopted March 2019

ROADS AND PUBLIC RIGHTS OF WAY

Roadways, footways and footpaths

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

(a) highways maintainable at public expense

St Georges Road is maintainable under the Highways Act 1980

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

None

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

None

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

None

Public rights of way

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

None

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

No

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.

N/A

OTHER MATTERS

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

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

3.1 Land required for public purposes

Is the property included in land required for public purposes?

Please refer to planning permissions answer 1.1 and development designations answer 1.2.

3.2 Land to be acquired for road works

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

No.

3.3 Drainage matters

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

Our 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, S.106 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? If yes, is the owner responsible for maintenance?

Our 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, S.106 Agreements and with the Vendor to establish whether any sustainable urban drainage systems are in place at the property.

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

Our 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, S.106 Agreements and with the Vendor to establish whether any sustainable urban drainage systems are in place at the property.

3.4 Nearby road schemes

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

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

None

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

None

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

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

None

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

None

(d) the outer limits of:

None

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

None

(f) the outer limits of:-

(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

None

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

None

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

None

3.5 Nearby railway schemes

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

No

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

None

3.6 Traffic schemes

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

(a) permanent stopping up or diversion

None

(b) waiting or loading restrictions

None

(c) one way driving

None

(d) prohibition of driving

None

(e) pedestrianisation

None

(f) vehicle width or weight restriction

None

(g) traffic calming works including road humps

None

(h) residents parking controls

None

(i) minor road widening or improvement

None

(j) pedestrian crossings

None

(k) cycle tracks

None

(l) bridge building

None

Informative

Questions 3.2 to 3.6 inclusive - It should be noted that as a result of public consultation it is possible that these proposals may not be implemented. In addition in some circumstances road closures can be applied for without consultation to the Council.

3.6 (a-l) Note: Some parking controls are administered by the District Council & Enquirer should check position with them.

3.7 Outstanding notices

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

(a) building works

No

(b) environment

None.

(c) health and safety

None.

(d) housing

No

(e) highways

None

(f) public health

None.

(g) flood and coastal erosion risk management

The local authority has issued no notices, however other organisations have powers to do so and the local authority holds no records of that data.

3.8 Contravention of building regulations

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

No

3.9 Notices, orders, directions and proceedings under Planning Acts

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

(a) an enforcement notice

No

(b) a stop notice

No

(c) a listed building enforcement notice

No

(d) a breach of condition notice

No

(e) a planning contravention notice

No

(f) another notice relating to breach of planning control

No

(g) a listed building repairs notice

No

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

N/A

(i) a building preservation notice

No

(j) a direction restricting permitted development

Yes

(k) an order revoking or modifying planning permission

No

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

No

(m) a tree preservation order

No

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

No

3.10 Community infrastructure levy (CIL)

(a) Is there a CIL charging schedule?

Yes, the CIL charging schedule covering the geographical area formerly known as Waveney District was formally adopted on 22/05/2013. CIL charges come into effect on all planning decisions taken from 01/08/2013.

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

No

(c) Has any demand notice been suspended?

No

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

No

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

No

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

No

(g) Has a liability order been granted?

No

(h) Have any other enforcement measures been taken?

No

3.11 Conservation area

Do the following apply in relation to the property?

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

No

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

No

3.12 Compulsory purchase

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

No

No

3.13 Contaminated Land

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

(a) a contaminated land notice

No

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

Register in force but there are no entries at present

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

No

3.14 Radon Gas

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

The property is not in a Radon Affected Area

3.15 Assets of Community Value

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

No

(b) If the property is listed:

No

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

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

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

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

Area means any area in which the property is located.

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

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



REGISTER OF LOCAL LAND CHARGES OFFICIAL CERTIFICATE OF SEARCH

Your Reference: JFB/F01391-1-1
Search Reference: 04248/19

NLIS Reference:

Date: 30-Oct-2019

Applicant: Cozens-Hardy LLP

Castle Chambers
Opie Street
Norwich
Norfolk
NR1 3DP

jfbreeze@cozens-hardy.com

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

NOTE

Listed building records are held per English Heritage details, and do NOT include any of the curtilage surrounding a listed building/structure. The local search also does not refer to any "Locally Listed Buildings".

Land: Friends Misson Hall
48 - 52 St Georges Road
Lowestoft
Suffolk
NR33 0JP

It is hereby certified that the search requested above reveals the 1 registration described in the Schedule(s) hereto up to and including the date of this certificate.

Signed on Behalf of East Suffolk Council

Chief Executive

**East Suffolk Council
Property Information Team**
**Register of Local Land Charges
Schedule to Official Certificate of Search**

Part 3: Planning Charges (b) Other planning charges			
Description of charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of Registration
Properties in the area of Waveney District in use as dwelling houses Direction made under Article 4(1) to which Article 5 applies relating to preventing dwelling houses changing to houses in multiple occupation Dated 26/01/2011 Confirmed 22.07.2011 Copy available by emailing land.charges@eastsuffolk.gov.uk ARTICLE 4(1) OF THE TOWN AND COUNTRY PLANNING (GENERAL PERMITTED DEVELOPMENT) ORDER 1995 AS AMENDED TLC REF: PT200770	WAVENEY DC TOWN HALL, HIGH STREET, LOWESTOFT, SUFFOLK NR32 1HS	Waveney District Council, Marina Customer Service Centre, Marina, Lowestoft, NR32 1HH	23/02/2012

NOTE

Listed building records are held per English Heritage details, and do NOT include any of the curtilage surrounding a listed building/structure. The local search also does not refer to any "Locally Listed Buildings".

HM Land Registry
Official copy of
title plan


Title number **SK301807**
Ordnance Survey map reference **TM5390NE**
Scale **1:1250**
Administrative area **Suffolk : East Suffolk**



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Search Reference: 04248/19	 EASTSUFFOLK COUNCIL
Property Address: Friends Misson Hall 48 - 52 St Georges Road Lowestoft Suffolk NR33 0JP	
Date: 29-Oct-2019	Scale: 1: 1250
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LOCAL LAND CHARGES VAT RECEIPT

VAT Receipt Number: 04248/19
VAT Receipt Date: 29-Oct-2019

Applicant: Cozens-Hardy LLP
Castle Chambers
Opie Street
Norwich
Norfolk
NR1 3DP

Search Reference: 04248/19
Online Reference:
Online Source:
Search Date: 29-Oct-2019

Search Property: Friends Misson Hall
48 - 52 St Georges Road
Lowestoft
Suffolk
NR33 0JP

Product Description				
Service Description	VAT Rate %	NET Amount	VAT Amount	Total Amount
1 x LLC1 Full	0.00	£25.00	£0.00	£25.00
CON29 Standard (Full)	20.00	£100.33	£20.07	£120.40
	Totals	£125.33	£20.07	£145.40

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

Certificate Details

Certificate Number	7985977
Issue Date	31/10/2019
Client Ref	G2482899-1
Address	Friends Mission Hall, 48 - 52 , St Georges Road , Lowestoft , NR33 0JP

We hereby certify that, based upon historical parish and tithe district boundaries, third party data and the relevant documentation found at The National Archives, the property is within a tithe district or Parish that has no record of risk of chancel repair liability.

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

The service is only available for properties in England and Wales. The data used to identify potential risk is derived from an academic study of historical parish boundaries 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 Archives within the relevant Inland Revenue Indices for the subject parish;
- b) the property is within a parish with evidence of risk but the property is situated within a tithe district that has no risk per the records described above;
- c) the record held by the National Archive details that the total liability is held by the Church Commissioners, Cathedrals and/or educational establishments.

When purchasing land from any of these parties please enquire with them directly regarding this liability. It should be noted that this service searches against a 25 metre radius from the identified address point of the subject building in order to establish the location in respect of the relevant historical boundary.

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

Terms and Conditions

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

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

ChancelCheck® Guidance Note

Chancel Repair Liability Background

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

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

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

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

ChancelCheck® Identifies the Problem

ChancelCheck®

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

Certificate

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

Report

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

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

ChancelSure® Offers a Solution

ChancelSure®

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

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

Insurer Details

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

Expert Underwriters

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

Period of Cover

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

Bespoke Policies

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

Samples

To download a sample policy, please visit www.cls.co.uk/propertyinsight.

ChancelSure® Insurance Policy Premiums

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

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

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

Residential Property (25 Years)

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

Residential Property (35 Years)

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

Residential Property (In Perpetuity)

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

Bespoke Policies

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

Please contact our underwriting team by email info@clspropertyinsight.co.uk.

ChancelSure® Insurance Policy Premiums

Commercial Property (25 Years)

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

Commercial Property (25 Years)

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

Bespoke Policies

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

Please contact our underwriting team by email info@clspropertyinsight.co.uk.

PCCB Guidance Note

IMPORTANT CONSUMER PROTECTION INFORMATION

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

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

The Search Code

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

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

Core Principles

Search providers which subscribe to the Code will:

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

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

TPO's Contact Details:

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

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

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

CLS Complaint Resolution Procedure

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



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

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

Commercial Property Standard Enquiries

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

Conditions

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

Particulars

Seller: Friends Trusts Limited on behalf of the Sellers, the Trustees of Norfolk & Waveney Area Quaker Meeting of the Religious Society of Friends

Property: Friends Mission Hall 48-52 St Georges Road Lowestoft Suffolk
NR33 0JP

Transaction: Auction sale

Seller's solicitors: Cozens-Hardy LLP

Date: 06 November 2019

Interpretation

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

- **Buyer:** includes tenant and prospective tenant.
- **Conduits:** means the pipes, wires and cables through which utilities and other services are carried.
- **Property:** includes any part of it and all buildings and other structures on it.
- **Rights:** means any covenants, agreements, rights, restrictions, or informal arrangements of any kind (including any which are in the course of being acquired).

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

Practical Law

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ENQUIRIES

1. BOUNDARIES AND EXTENT

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

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

Not so far as aware of any but the Buyer must rely on his own inspection and survey.

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

Not so far as aware

- 1.3 In relation to each of the Boundary Features:

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

The Seller has no information regarding these issues.

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

Not so far as aware but the Buyer must rely on his own inspection and survey.

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

Not so far as aware

2. RIGHTS BENEFITING THE PROPERTY

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

Not aware of any.

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

Not known.

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

Not so far as aware

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

Direct from road but rely on own searches and enquiries

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

Not so far as aware

3. ADVERSE RIGHTS AFFECTING THE PROPERTY

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

Not aware of any but rely on own enquiries

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

Not known.

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

Not aware of any but the Buyer must rely on own inspection and survey.

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?

Not so far as aware

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

Not so far as aware

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?

Not so far as aware but the Buyer must rely on his own inspection and survey.

4.2 Is there any Green Deal Plan affecting the Property?

Not so far as aware

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?

Rely on his own inspection and survey.

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

None available.

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 available.

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.

So far as aware

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.

N/A

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.

Gas, electricity and water

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

Rely on own inspection and survey.

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

Not so far as aware

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.

George Gawlinski

7. FIRE SAFETY AND MEANS OF ESCAPE

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

Direct to the car park.

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

Not so far as aware

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

Not so far as aware

8. PLANNING AND BUILDING REGULATIONS

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

Not so far as aware

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

Not so far as aware but rely on own searches

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

Maintenance only, so far as aware

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

None so far as aware

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

Religious meeting house.

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.

None available.

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?

Not known.

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

The Buyer must rely on his own inspection and searches.

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

Rely on own searches

9. STATUTORY AGREEMENTS AND INFRASTRUCTURE

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

Not so far as aware

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

Not so far as aware

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

Not so far as aware

10. STATUTORY AND OTHER REQUIREMENTS

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

Not so far as aware

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.

Attached.

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.

Not applicable.

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.

Not applicable.

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.

There are none. Rely on own searches

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

Rely on own searches and enquiries.

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

Not so far as aware

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

Confirmed so far as aware

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.

Confirmed so far as aware but rely on own searches.

12. OCCUPIERS

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

Not so far as aware

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

April 2019.

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?

Not so far as aware

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

None so far as aware

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

N/A

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

N/A

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

None so far as aware

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?

Not so far as aware

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

Exemption as a Church.

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

Not so far as aware

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

None available.

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

Not so far as aware

15. NOTICES

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

None received so far as aware

16. DISPUTES

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

None so far as aware

17. SDLT ON ASSIGNMENT OF A LEASE

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

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

Not applicable.

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

N/A

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

N/A

18. DEFERRED PAYMENT OF SDLT

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

N/A

19. VAT

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

Not applicable.

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

Not applicable.

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

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

Not applicable.

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

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

Not applicable.

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

Not applicable.

20. CAPITAL ALLOWANCES

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

Not applicable.

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

Not applicable.

Energy Performance Certificate

Non-Domestic Building



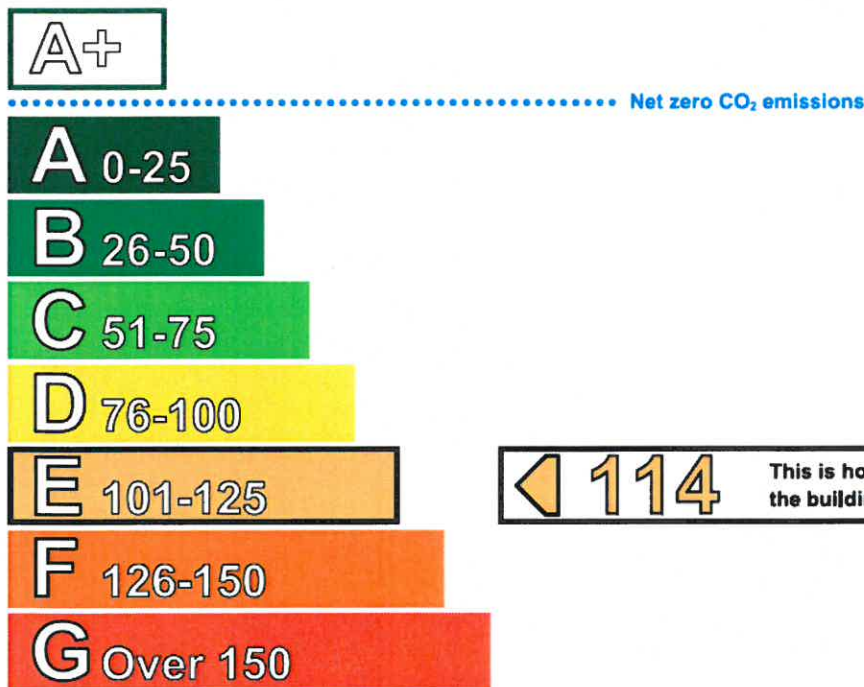
50 St. Georges Road
LOWESTOFT
NR33 0JP

Certificate Reference Number:
9484-3050-0018-0090-9625

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

Energy Performance Asset Rating

More energy efficient



Less energy efficient

Technical Information

Main heating fuel:	Natural Gas
Building environment:	Heating and Natural Ventilation
Total useful floor area (m ²):	186
Assessment Level:	3
Building emission rate (kgCO ₂ /m ² per year):	145.07
Primary energy use (kWh/m ² per year):	830.07

Benchmarks

Buildings similar to this one could have ratings as follows:



Administrative Information

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

Assessment Software:	DesignBuilder SBEM v6.1.0 using calculation engine SBEM v5.6.a.1
Property Reference:	448060580000
Assessor Name:	Ian Blanchard
Assessor Number:	EES/015116
Accreditation Scheme:	Elmhurst Energy Systems
Employer/Trading Name:	EPC Energy Surveys.co.uk
Employer/Trading Address:	Weismain Burgh Road Great Yarmouth NR31 9EG
Issue Date:	22 Oct 2019
Valid Until:	21 Oct 2029 (unless superseded by a later certificate)
Related Party Disclosure:	Not related to the owner.

Recommendations for improving the energy performance of the building are contained in the associated Recommendation Report - 0940-0041-8089-4520-6096.

About this document and the data in it

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

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

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

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

Opportunity to benefit from a Green Deal on this property

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

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

Recommendation Report

This report is associated with an Energy Performance Certificate.

Report Reference Number: 0940-0041-8089-4520-6096

50 St. Georges Road
LOWESTOFT
NR33 0JP

Building Type(s): D2 General Assembly and Leisure plus Night Clubs and Theatres

ADMINISTRATIVE INFORMATION	
Issue Date:	22 Oct 2019
Valid Until:	21 Oct 2029 (*)
Total Useful Floor Area (m ²):	186
Building Environment:	Heating and Natural Ventilation
Calculation Tool Used:	DesignBuilder Software Ltd, DesignBuilder SBEM, v6.1.0, SBEM, v5.6.a.1
Property Reference:	448060580000
Energy Performance Certificate for the property is contained in Report Reference Number: 9484-3050-0018-0090-9625	

ENERGY ASSESSOR DETAILS	
Assessor Name:	Ian Blanchard
Employer/Trading Name:	EPC Energy Surveys.co.uk
Employer/Trading Address:	Weismain Burgh Road Great Yarmouth NR31 9EG
Assessor Number:	EES/015116
Accreditation Scheme:	Elmhurst Energy Systems
Related Party Disclosure:	Not related to the owner.

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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:

Recommendation	Potential impact
Replace 38mm diameter (T12) fluorescent tubes on failure with 26mm (T8) tubes.	MEDIUM
Replace tungsten GLS lamps with CFLs: Payback period dependent on hours of use.	LOW
Add optimum start/stop to the heating system.	MEDIUM
Consider replacing T8 lamps with retrofit T5 conversion kit.	LOW
Some walls have uninsulated cavities - introduce cavity wall insulation.	MEDIUM
Some windows have high U-values - consider installing secondary glazing.	MEDIUM
Add weather compensation controls to heating system.	MEDIUM
Introduce HF (high frequency) ballasts for fluorescent tubes: Reduced number of fittings required.	LOW
Some loft spaces are poorly insulated - install/improve insulation.	MEDIUM
Add local time control to heating system.	MEDIUM

b) Recommendations with a medium payback

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

Recommendation	Potential impact
Some solid walls are poorly insulated - introduce or improve internal wall insulation.	MEDIUM
Consider replacing heating boiler plant with a condensing type.	HIGH

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

c) Recommendations with a long payback

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

Recommendation	Potential impact
Improve insulation on HWS storage.	LOW
Roof is poorly insulated. Install or improve insulation of roof.	MEDIUM
Consider installing solar water heating.	LOW
Consider installing PV.	LOW

d) Other Recommendations

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

No recommendations 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) using the report reference number of this document.

b) Implementing recommendations

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

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

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

c) Legal disclaimer

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

d) About this document and the data in it

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

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

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

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

www.gov.uk/government/collections/energy-performance-certificates. It explains the content and use of this document, 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.

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

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

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

Leave blank if not yet registered.

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

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

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

Complete as appropriate where the transferor is a company.

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

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

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

1	Title number(s) of the property: SK301807
2	Property: Friends Mission Hall 48-52 St Georges Road Lowestoft
3	Date:
4	Transferor: FRIENDS TRUSTS LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 00188362 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
5	Transferee for entry in the register: <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee's intended address(es) for service for entry in the register:
7	The transferor transfers the property to the transferee

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

Place 'X' in any box that applies.

Add any modifications.

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

Complete as necessary.

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

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

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

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

8	Consideration <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): <input type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
9	The transferor transfers with <input type="checkbox"/> full title guarantee <input checked="" type="checkbox"/> limited title guarantee
10	Declaration of trust. The transferee is more than one person and <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares <input type="checkbox"/> they are to hold the property on trust:
11	Additional provisions <u>11.1 Definitions</u> "the Charity" means Norfolk & Waveney Area Quaker Meeting of the Religious Society of Friends (registered charity number 1134787) "Charity Trustees" includes all the persons who are for the time being trustees of the Charity "the Nominee" means Friends Trusts Limited <u>11.2 Recitals</u> 11.2.1 The property is vested in the Nominee as the nominee for the Charity and as such is held upon charitable trusts.

11.2.2 This Deed has been approved and ordered to be executed by resolution passed at a duly constituted meeting of the Charity Trustees.

11.2.3 Two of the Charity Trustees are authorised under a limited authority given pursuant of the Section 333 of the Charities Act 2011, to execute this Transfer on behalf of the Charity Trustees.

11.3 Statement required by the Charities Act 2011

11.3.1 The land transferred is held by Friends Trusts Limited in trust for Norfolk & Waveney Area Quaker Meeting of the Religious Society of Friends, a non-exempt charity, and this transfer is not one falling within paragraph (a), (b), (c) or (d) of section 117(3) of the Charities Act 2011, so that the restrictions on disposition imposed by sections 117-121 of that Act apply to the land

11.4 Certificate of the Charity Trustees

11.4.1 The Charity Trustees certify that they have power under the trusts of the Charity to affect this disposition and they have complied with the provisions under sections 117-121 of the Charities Act 2011 so far as applicable to it.

11.5 Other

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

11.5.2 The Transferee with the object of affording to the Transferor a full and sufficient indemnity but not further or otherwise hereby (jointly and severally) covenant with the Transferor to observe and perform the covenants referred to in the Charges Register for the said title to the Property and will indemnify the Transferor against all actions claims and demands in respect of any future breach or non observance thereof

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

12 Execution

Executed as a deed by affixing the common seal of **FRIENDS TRUSTS LIMITED** in the presence of:

Common seal of company

Signature of Director

Signature of Secretary

Signed as a deed on behalf of the trustees by one of their number under an authority conferred pursuant to section 333 of the Charities Act 2011

Signature

Authorised signatories

Signature of witness
 Name (in BLOCK CAPITALS)
 Address

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

Signed as a deed on behalf of the trustees by one of their number under an authority conferred pursuant to section 333 of the Charities Act 2011

Signature

Authorised signatories

Signature of witness
 Name (in BLOCK CAPITALS)
 Address

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

Remember to date this deed in panel 3.

WARNING

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

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

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