

**AUCTION PACK**

**44A Station Road  
Sheringham  
Norfolk  
NR26 8RG**

**To be sold at Auction by Arnolds Keys**

**On**

**30 October 2018**

## **AUCTION PACK INDEX**

1. Special Conditions of Sale
2. Official Copy of Title Number NK137162 and filed plan
3. Conveyance dated 11 January 1978 made between Manorwalk (1), David John Manley and  
Keith William Martin Blake (2)
4. Official Copy of Title Number NK472712 and filed plan
5. Lease dated 26 November 2012 made between James Hay Pension Trustees Limited (1) and  
Hilary Blacklaws Widdall (2)
6. Local Authority Search
7. Drainage and Water Search
8. Flood Risk Report
9. Replies to CPSE 1 – To follow
10. Energy performance certificate
11. Prescribed Form of Transfer

1. SPECIAL CONDITIONS OF SALE

**44A Station Road, Sheringham NR26 8RG**

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|--|
| <b>Brief description of the lot:</b><br>Freehold property known as 44A Station Road, Sheringham  |
| <b>Name and address of the Seller:</b><br>James Hay Pension Trustees Limited Company Number 1435887 whose registered office is at Dunn's House, St Paul's Road, Salisbury SP2 7BF          |
| <b>Name, address and reference of the seller's solicitor:</b><br>Trethowans LLP London Road Office Park London Road Salisbury Wiltshire SP1 3HP<br>(Ref: MST02/324373)                     |
| <b>Title:</b><br>Freehold – Title Number – NK137162  |
| <b>Registered:</b><br>Yes  |
| <b>Title Guarantee:</b><br>Limited   |
| <b>Deposit:</b><br>10% of the price to be paid to the auctioneers and held by the auctioneers as agents for the Seller   |
| <b>Agreed completion date:</b><br>30 November 2018   |
| <b>VAT:</b><br>The Seller has not made a VAT option on the property  |
| <b>What is the sale subject to:</b><br>The matters (including definitions) set out in the RICS Common Auction Conditions Edition 4 ("the General Conditions") and Special Conditions below |
| <b>Amendments to the General Conditions:</b><br>Where the Special Conditions conflict with General Conditions, the Special Conditions shall prevail  |
| <b>Insurance:</b><br>For the period from and including the contract date up to completion, the Seller is to insure the lot.  |
| <b>Vacant or let:</b><br>First Floor let to Christopher William James Shepherd   |
| <b>Occupational Lease</b><br>The lease of the first floor and staircase as registered at HM Land Registry with tile number NK472712  |
| <b>Transfer:</b><br>A copy of the prescribed form of Transfer has been made available prior to the Auction   |
| <b>Warranties:</b><br>There are none   |
| <b>Arrears:</b><br>Not applicable  |

## **SPECIAL CONDITIONS**

1. In light of the ruling of the Court of Appeal in the matter of *Wm Sindall -v- Cambridgeshire County Council* it is hereby reiterated that in relation to any matter where the Seller or the Seller's Solicitor's have responded to enquiries or property information forms stating "*not to the Seller's knowledge*" or "*the Seller is not aware*" and/or "*the Seller does not know*" and any like statement, no representation is made or implied that any investigation has been undertaken or made in regard to such matters referred to in the enquiry or property information form or question to which such response is made nor is any such representation may by or on behalf of the Seller.
2. If the Buyer is liable to pay compensation for delay under the General Conditions then the Buyer shall also reimburse the Seller for any losses arising out of the delayed completion including interest payable by the Seller in connection with any related purchase, interest and bank charges in connection with any bridging loan, additional removal fees, additional legal fees and any other costs and expenses whatsoever.
3. In the event that completion is delayed due to the fault of the Buyer the Buyer shall in addition to the balance of the completion monies (and in addition to any other rights or remedies of the Seller) pay to the Seller at actual completion the sum of two hundred and fifty pounds (£250.00) plus VAT as a contribution towards the Seller's Solicitors additional costs for preparing and serving a Notice to Complete under the General Conditions the recalculation of any completion statement already provided to the Buyer's Solicitors and any other matters incidental to the Buyer's failure to complete.
4. On exchange the Buyer must pay to the auctioneers, Arnolds Keys, a buyer's premium of £500 plus VAT.
5. On the agreed completion date the Buyer must pay to the Seller in addition to the purchase price and any other sums due to the Seller the costs incurred by the Seller in obtaining any Official Copies of the Registers and Title Plans from the Land Registry and Searches totalling £473.24 (inclusive of VAT) for Searches and £9 for Official Copies.
6. In order to satisfy the requirements of Section 2 of the Law and Property (Miscellaneous Provisions) Act 1989 it is hereby agreed between the parties hereto that there shall be incorporated herein the further terms and conditions (if any) expressly agreed and set out in the written correspondence between the parties Solicitors relating to this transaction.

7. The Seller will sell the Property free from encumbrances other than those expressly referred to herein and:
  - a. any matters contained or referred to in the entries or records made in registers maintained by the Land Registry as at 26 September 2018 at 16:02:43 under Title Number NK137162;
  - b. any matters discoverable by inspection of the Property before the date of this Contract;
  - c. any matters which the Seller does not and could not reasonably know about;
  - d. any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this contract;
  - e. public requirements;
  - f. the Occupational Lease and all rights and obligations arising by virtue of it and all interests deriving out of it;
  - g. any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002; and
  - h. the Buyer is deemed to have full knowledge of the matters referred to in this clause and will not raise any enquiry, objection or claim in respect of any of them.
  
8. The Buyer shall be responsible for payment of any sum or sums which may be secured on the Property or otherwise referred to in any local land charge registered against the Property at the date of completion.
  
9. The plan and photograph provided by the Seller to the Auctioneer and published in the auction catalogue or elsewhere is intended to give an adequate representation of the Property for the assistance of the Buyer but must not be relied upon as evidence of the identity extent or condition of the Property at the date of sale. The Buyer confirms that he has relied solely upon his own inspection of the Property and upon examination of the title documents in judging the identity extent and condition of the Property before making any bid for it.
  
10. The Buyer admits he has inspected the Property and that he purchases the Property solely as a result of his inspection of the Property and on the basis of the terms of this Contract and not in reliance on any warranty statement representation or otherwise whether written oral or implied and whether made by or on behalf of the Seller other than written replies by the Seller or the Seller's Solicitor to any pre-contract enquiries or any Information Sheet supplied prior to the date hereof.
  
11. A person who is not a party to this Contract shall not have any rights under or in connection with it by virtue of The Contracts (Rights of Third Parties) Act 1999.

12. The liability of James Hay Pension Trustees Limited pursuant to this Agreement shall at all times be limited to the assets for the time being of the James Hay Personal Pension Plan for Mr Michael Lee Clayton (10006).

**SALE MEMORANDUM**

I/We \_\_\_\_\_ of \_\_\_\_\_

acknowledge that we have today agreed to purchase the Property described in the attached Special Conditions of Sale at the price mentioned below and have paid the deposit mentioned below

I/We agree to pay the balance of the purchase monies and to complete the purchase in accordance with the attached Special Conditions of Sale

Dated: \_\_\_\_\_ 2018

|                      |   |                           |
|----------------------|---|---------------------------|
| Purchase Price:      | £ |                           |
| Search Fees          | £ | 473.24 (inclusive of VAT) |
| Office Copies        | £ | 9                         |
| <b>Less</b> Deposit: | £ | _____                     |
| Balance:             | £ | _____                     |

As agents for the Seller we confirm the sale acknowledge receipt of the deposit.

Name, address and reference of the Buyers' solicitors:

.....  
.....  
.....  
.....

Signed by or on behalf of the Buyer:

.....

Signed by or on behalf of the Seller:

.....

**AUCTION PACK**

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Sheringham  
Norfolk  
NR26 8RG**

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| <b>Title:</b><br>Freehold – Title Number – NK137162  |
| <b>Registered:</b><br>Yes  |
| <b>Title Guarantee:</b><br>Limited   |
| <b>Deposit:</b><br>10% of the price to be paid to the auctioneers and held by the auctioneers as agents for the Seller   |
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2. If the Buyer is liable to pay compensation for delay under the General Conditions then the Buyer shall also reimburse the Seller for any losses arising out of the delayed completion including interest payable by the Seller in connection with any related purchase, interest and bank charges in connection with any bridging loan, additional removal fees, additional legal fees and any other costs and expenses whatsoever.
3. In the event that completion is delayed due to the fault of the Buyer the Buyer shall in addition to the balance of the completion monies (and in addition to any other rights or remedies of the Seller) pay to the Seller at actual completion the sum of two hundred and fifty pounds (£250.00) plus VAT as a contribution towards the Seller's Solicitors additional costs for preparing and serving a Notice to Complete under the General Conditions the recalculation of any completion statement already provided to the Buyer's Solicitors and any other matters incidental to the Buyer's failure to complete.
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  - c. any matters which the Seller does not and could not reasonably know about;
  - d. any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this contract;
  - e. public requirements;
  - f. the Occupational Lease and all rights and obligations arising by virtue of it and all interests deriving out of it;
  - g. any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002; and
  - h. the Buyer is deemed to have full knowledge of the matters referred to in this clause and will not raise any enquiry, objection or claim in respect of any of them.
  
8. The Buyer shall be responsible for payment of any sum or sums which may be secured on the Property or otherwise referred to in any local land charge registered against the Property at the date of completion.
  
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10. The Buyer admits he has inspected the Property and that he purchases the Property solely as a result of his inspection of the Property and on the basis of the terms of this Contract and not in reliance on any warranty statement representation or otherwise whether written oral or implied and whether made by or on behalf of the Seller other than written replies by the Seller or the Seller's Solicitor to any pre-contract enquiries or any Information Sheet supplied prior to the date hereof.
  
11. A person who is not a party to this Contract shall not have any rights under or in connection with it by virtue of The Contracts (Rights of Third Parties) Act 1999.

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acknowledge that we have today agreed to purchase the Property described in the attached Special Conditions of Sale at the price mentioned below and have paid the deposit mentioned below

I/We agree to pay the balance of the purchase monies and to complete the purchase in accordance with the attached Special Conditions of Sale

Dated: \_\_\_\_\_ 2018

|                      |   |                           |
|----------------------|---|---------------------------|
| Purchase Price:      | £ |                           |
| Search Fees          | £ | 473.24 (inclusive of VAT) |
| Office Copies        | £ | 9                         |
| <b>Less</b> Deposit: | £ | _____                     |
| Balance:             | £ | _____                     |

As agents for the Seller we confirm the sale acknowledge receipt of the deposit.

Name, address and reference of the Buyers' solicitors:

.....  
.....  
.....  
.....

Signed by or on behalf of the Buyer:

.....

Signed by or on behalf of the Seller:

.....

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 NK137162

Edition date 12.03.2018

This official copy shows the entries on the register of title on 26 SEP 2018 at 16:02:43.

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 26 Sep 2018.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

This title is dealt with by HM Land Registry, Kingston Upon Hull Office.

## A: Property Register

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

NORFOLK : NORTH NORFOLK

- 1 (22.04.1993) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 44a Station Road, Sheringham (NR26 8RG).

NOTE 1: As to the part numbered 1 in blue on the title plan the upper floor is not included in the title.

NOTE 2: As to the part numbered 2 in blue on the title plan only the upper floor and stairs leading thereto are included in the title.

- 2 (22.04.1993) The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 11 January 1978 referred to in the Charges Register:-

"TOGETHER WITH

(i) the right to enter upon the adjoining property on giving reasonable notice for the purpose of reading the electricity and other meters situate at the point marked "B" on the said plan

(ii) the free right and passage and running of water soil gas and electricity from and to the property hereby conveyed through all sewers drains watercourses water pipes cisterns gutters gas pipes and all electric wires which are now or may at any time during the period of twenty-one years from the date hereof be in or under or along the Vendors adjoining property

(iii) the right to be exercised only after reasonable notice (except in the case of an emergency) at all reasonable times to enter upon the said adjoining premises of the Vendor for the purpose of decorating or executing repairs to the property hereby conveyed the Purchasers making good all damage occasioned thereby

(iv) the right of support to the property hereby conveyed as the same is at present enjoyed from the adjoining buildings of the Vendor

(v) a right of way on foot only at all times hereafter by day or night and for all purposes connected with the use and enjoyment of the property hereby conveyed but not for any other purpose whatsoever for



## A: Property Register continued

the Purchasers and their successors in title the owners and occupiers for the time being of the property hereby conveyed or any part thereof and his or their respective servants and licencees (in common with the Vendor its successors in title and all persons having the like right) over and along the footpath shown on the said plan and thereon coloured brown

(vi) a right of way as aforesaid with or without vehicles over the roadway and car park coloured green on the said plan including the right to park two vehicles on the said car park provided always that such cars shall not be parked in such a way as to obstruct either the access to or from the said car park or the reasonable free movement of other motor cars on the said car park

EXCEPTING AND RESERVING unto the Vendor and its successors in title

(i) the free and uninterrupted passage and running of water and soil gas and electricity from and to the adjoining buildings and land of the Vendor through the sewers drains watercourses water pipes cisterns gutters gas pipes and electric wires which are now or may at any time under a period of twenty-one years from the date hereof be in or under the property hereby conveyed

(ii) the right of support to the buildings of the Vendor adjoining the property hereby conveyed as the same is at present enjoyed or intended to be enjoyed

(iii) the right (to be exercised only after reasonable notice except in the case of emergency) for the Vendor and its successors in title owners and occupiers of the said adjoining premises of the Vendor or any person or persons authorised by it or them respectively to enter upon the property hereby conveyed or any part thereof at all reasonable times for the purpose of decorating or executing repairs to the said adjoining premises of the Vendor

(iv) a right of way on foot only at all times hereafter by day or night and for all purposes connected with the use and enjoyment of the said neighbouring properties of the Vendor but not for any other purpose whatsoever for the Vendor and its successors in title the owners and occupiers for the time being of the said neighbouring premises of the Vendor or any part thereof and its his or their respective servants and licencees (in common with the Purchasers and their successors in title and all persons having the like right) over and along that portion of the footpath shown on the said plan and thereon coloured brown hatched red

(v) a right of way as aforesaid with or without vehicles over that part of the car park coloured green hatched red on the said plan included the right to park vehicles on the said car park provided always that such cars shall not be parked in such a way either to obstruct the access to or from the said car park or the reasonable free movement of other motor cars on the said car park"

NOTE 1: Point 'B' referred to has been reproduced on the filed plan

NOTE 2: The footpath coloured brown referred to is tinted brown on the filed plan

NOTE 3: The car park coloured green referred to is tinted yellow on the filed plan

NOTE 4: The footpath coloured brown hatched red referred to is tinted blue and numbered 4 in blue on the filed plan

NOTE 5: The car park coloured green hatched red referred to is tinted pink and hatched blue on the filed plan.

3 (22.04.1993) The Conveyance dated 11 January 1978 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the walls and fences separating the property hereby conveyed from the adjoining property of the Vendor shall henceforth be deemed to be party walls and fences and shall be

## A: Property Register continued

used and repaired accordingly and that the water and soil pipes which serve the property hereby conveyed and the adjoining property of the Vendor shall be maintained and repaired and the cost thereof borne by the owners and occupiers for the time being of the properties being served by the same in equal shares"

- 4 (12.03.2018) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

## B: Proprietorship Register

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

### Title absolute

- 1 (18.09.2000) PROPRIETOR: JAMES HAY PENSION TRUSTEES LIMITED (Co. Regn. No. 1435887) of Dunns House, St. Pauls Road, Salisbury SP2 7BF.
- 2 (18.09.2000) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 3 (30.10.2017) 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 (22.04.1993) The parts of the land affected thereby are subject to the following rights granted by a Conveyance of an Electricity Sub-Station site lying to the North-West of the land in this title dated 13 August 1973 made between (1) Manorwalk Limited (Vendors) and (2) The Eastern Electricity Board (Board):-
- together with full right and liberty the Board to lay maintain inspect renew use alter and remove electric cables and lines and conduits or pipes for containing the same where necessary under the strip of land shown diagonally hatched black on the said site plan and to break up the surface thereof so far as necessary from time to time for the purpose of laying relaying repairing maintaining and renewing the said electric cables and lines and conduits or pipes one person executing such right forthwith making good at their own expense all damage caused in so doing.
- NOTE: The land diagonally hatched black referred to is hatched blue on the filed plan so far as it affects the land in this title.
- 2 (22.04.1993) A Conveyance of the land in this title dated 11 January 1978 made between (1) Manorwalk Limited (Vendor) and (2) David John Manley and Keith William Martin Blake (Purchasers) contains the following covenants:-
- "THE PURCHASERS jointly and severally hereby covenant with the Vendor and its successors in title that the Purchasers will not use or allow to be used the property hereby conveyed for any type of business which is in direct competition with any business being carried on upon any of the adjoining six shops in the property of the Vendor"
- 3 (22.04.1993) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.

## Schedule of notices of leases

- |   |            |  |                                  |          |
|---|------------|--|----------------------------------|----------|
| 1 | 28.09.2017 | 44a Station Road (first floor flat and staircase and 4 in blue (all part of) | 26.11.2012                       | NK472712 |
|   |            |  | From and including 26.12.2012 to |          |

Title number NK137162

## Schedule of notices of leases continued

and including  
25.11.2169

NOTE: The lease was made under the provisions of section 56 or 93(4) of  
the Leasehold Reform, Housing and Urban Development Act 1993

End of register

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

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

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

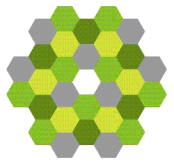
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 26 September 2018 shows the state of this title plan on 26 September 2018 at 16:02:43. 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.

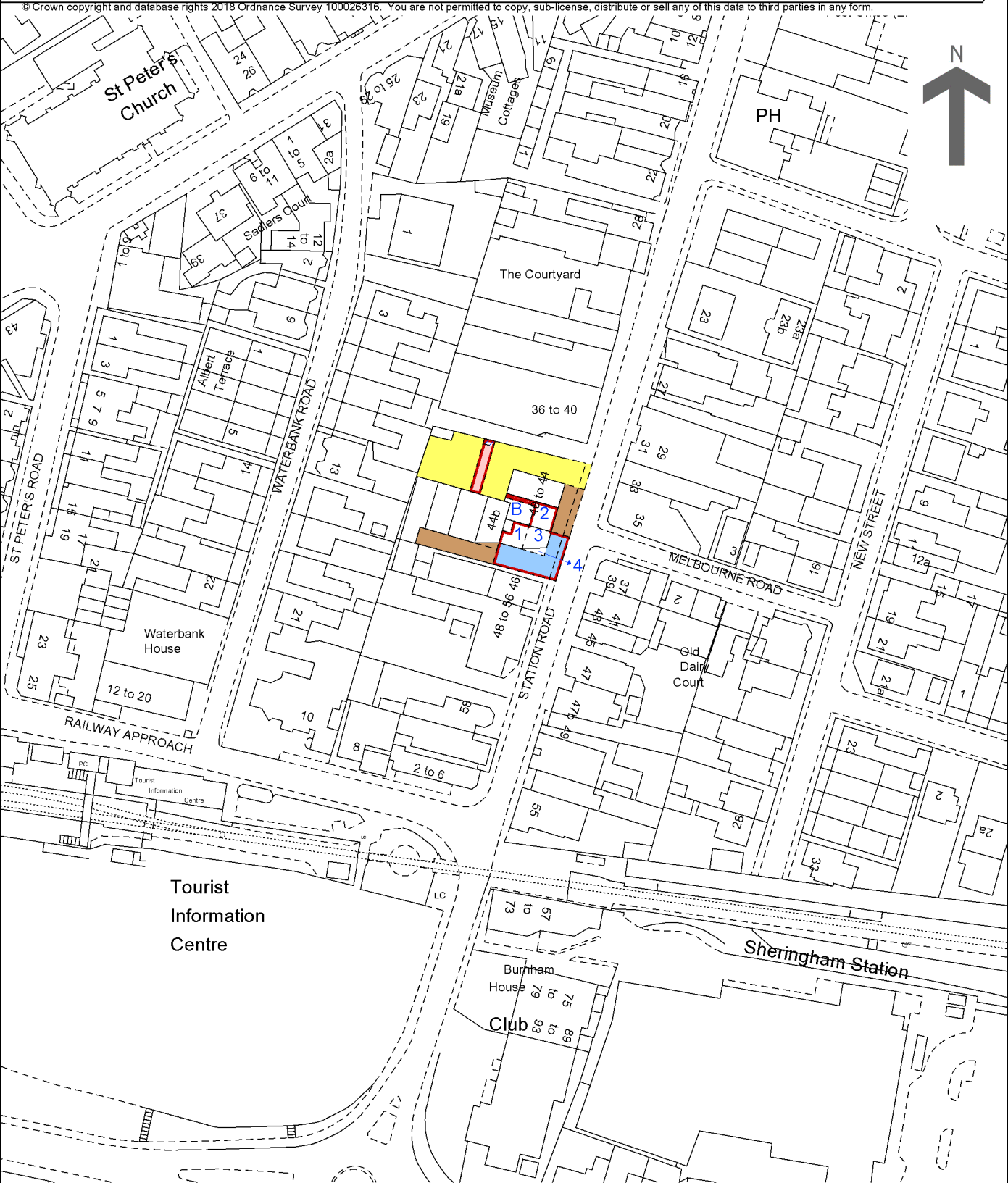
This title is dealt with by the HM Land Registry, Kingston Upon Hull Office .

# HM Land Registry Official copy of title plan

Title number **NK137162**  
Ordnance Survey map reference **TG1543SE**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **Norfolk : North Norfolk**



© Crown copyright and database rights 2018 Ordnance Survey 100026316. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.



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

Title Number NK137162

The electronic official copy of the document follows this message.

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

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

(4)

T H I S C O N V E Y A N C E is made this 15 day  
of January One thousand nine hundred and seventy-seven  
B E T W E E N MANORWALK LIMITED whose Registered Office  
is at 80/82 Finsbury Pavement London EC2A 1NG (hereinafter  
called "the Vendor") of the one part and DAVID JOHN MANTLEY  
and KEITH WILLIAM MARTIN BLAKE both of 44a Station Road  
Sheringham in the County of Norfolk (hereinafter called "the  
Purchaser") of the other part

W H E R E A S

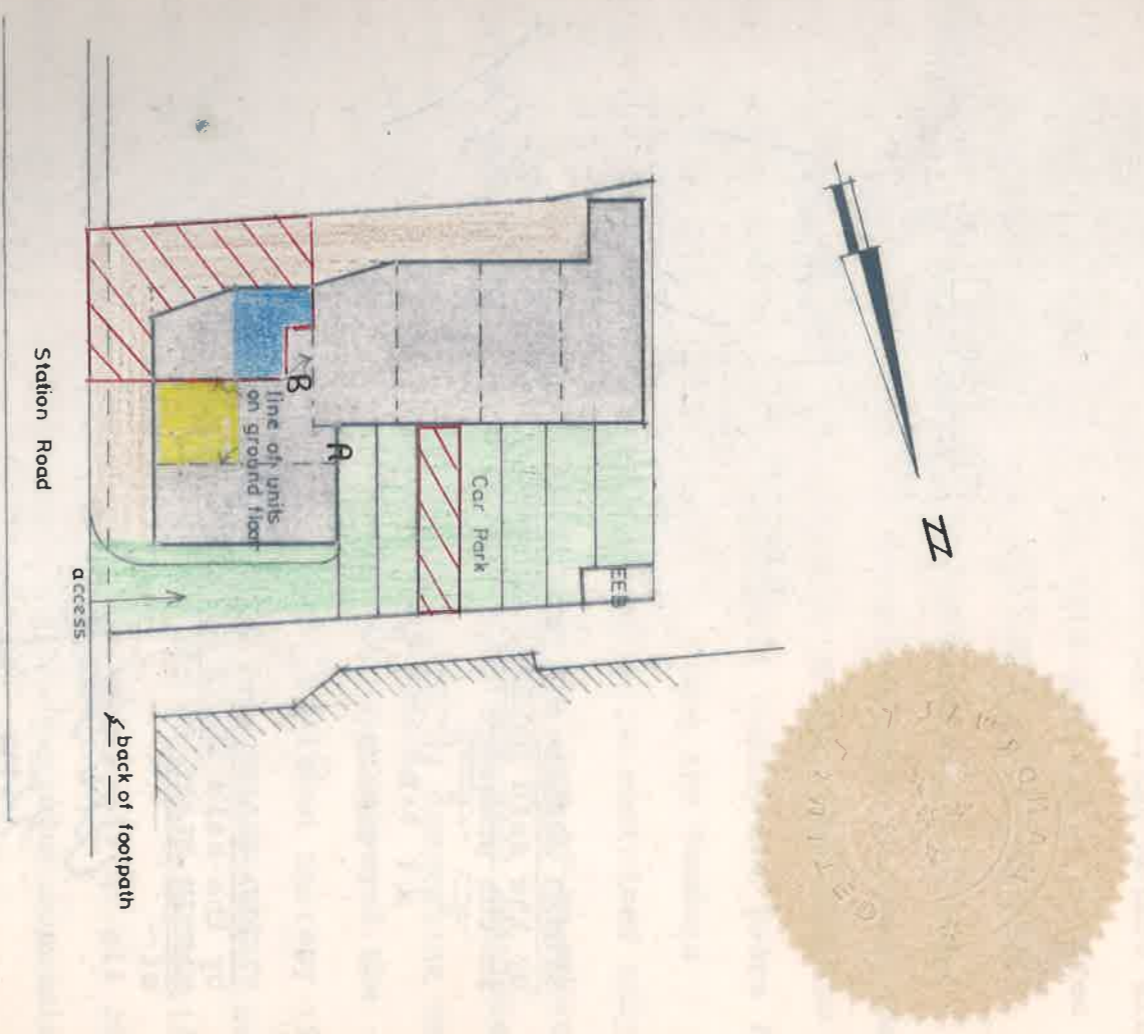
- (1) The Vendor is seized of the property hereinafter described subject only to the Lease short particulars of which are set out in the First Schedule hereto
- (2) The Vendor has agreed with the Purchasers for the sale to them of the freehold reversion to the said property expectant upon the determination of the said Lease at the price of EIGHT THOUSAND FOUR HUNDRED AND TWENTY-SEVEN POUNDS (£8,427.00)

N O W THIS DEED made in consideration of the sum of EIGHT THOUSAND FOUR HUNDRED AND TWENTY-SEVEN POUNDS (£8,427.00) paid by the Purchasers to the Vendor (the receipt whereof the Vendor hereby acknowledges) W I T N E S S E T H as follows :-

1. THE Vendor as beneficial owner hereby conveys unto the Purchasers ALL THAT piece or parcel of land situate at Sheringham in the County of Norfolk and known as number 44a Station Road Sheringham aforesaid all of which said property is for the purpose of identification only more particularly delineated on the plan annexed hereto and thereon edged red excluding that portion of the upper floor of the said premises as is coloured blue on the said plan

but including that portion of the upper floor of the

SHOPS & FLATS  
STATION ROAD  
SHERINGHAM



BLOCK PLAN  
Scale 1:500

the footpath shown on the said plan and thereon coloured brown (vi) a right of way as aforesaid with or without vehicles over the roadway and car park coloured green on



STAIRS & ESCALATORS  
WORKS  
INDUSTRIES



(THE COMMON SEAL OF MANORWALK LIMITED  
(was herunto affixed in the presence  
of:-

Director

*C.M. Spencer*

Secretary  
D. K. S. S. S. S.

*[Signature]*

SIGNED SEALED and DELIVERED  
by the said DAVID JOHN MANLEY  
in the presence of:-

*28 Market Road,  
Dorset, Worsim.*

*STAR WALKER,*

SIGNED SEALED and DELIVERED  
by the said KEITH WILLIAM  
MARTIN BLAKE in the presence  
of:-

*Outgoing  
Star High  
Jurnal  
Auctonors*

*[Signature]*

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(THE COMMON SEAL of MANORWALK I  
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(of:-

Director

Secretary

Director

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JOHN MANILEY

DEE.

SITHA.

ANAGINE

LIVERED  
LILIAM

presence

*(M. Spence)*

*(Signature)*

*(Signature)*

but including that portion of the upper floor of the adjoining premises known as 44 Station Road aforesaid as is coloured yellow on the said plan together with the stairs leading thereto from the point marked "A" on the said plan <sup>H</sup> TOGETHER WITH (i) the right to enter upon the adjoining property on giving reasonable notice for the purpose of reading the electricity and other meters situate at the point marked "B" on the said plan (ii) the free right and passage and running of water soil gas and electricity from and to the property hereby conveyed through all sewers drains watercourses water pipes cisterns gutters gas pipes and all electric wires which are now or may at any time during the period of twenty-one years from the date hereof be in or under or along the Vendors adjoining property (iii) the right to be exercised only after reasonable notice (except in the case of an emergency) at all reasonable times to enter upon the said adjoining premises of the Vendor for the purpose of decorating or executing repairs to the property hereby conveyed the Purchasers making good all damage occasioned thereby (iv) the right of support to the property hereby conveyed as the same is at present enjoyed from the adjoining buildings of the Vendor (v) a right of way on foot only at all times hereafter by day or night and for all purposes connected with the use and enjoyment of the property hereby conveyed but not for any other purpose whatsoever for the Purchasers and their successors in title the owners and occupiers for the time being of the property hereby conveyed or any part thereof and his or their respective servants and licencees (in common with the Vendor its successors in title and all persons having the like right) over and along the footpath shown on the said plan and thereon coloured brown (vi) a right of way as aforesaid with or without vehicles over the roadway and car park coloured green on

the said plan including the right to park two vehicles on the said car park provided always that such cars shall not be parked in such a way as to obstruct either the access to or from the said car park or the reasonable free movement of other motor cars on the said car park

EXCEPTING AND RESERVING unto the Vendor and its successors in title (i) the free and uninterrupted passage and running of water and soil gas and electricity from and to the adjoining buildings and land of the Vendor through the sewers drains watercourses water pipes cisterns gutters gas pipes and electric wires which are now or may at any time under a period of twenty-one years from the date hereof be in or under the property hereby conveyed (ii) the right of support to the buildings of the Vendor adjoining the property hereby conveyed as the same is at present enjoyed or intended to be enjoyed (iii) the right (to be exercised only after reasonable notice except in the case of emergency) for the Vendor and its successors in title owners and occupiers of the said adjoining premises of the Vendor or any person or persons authorised by it or them respectively to enter upon the property hereby conveyed or any part thereof at all reasonable times for the purpose of decorating or executing repairs to the said adjoining premises of the Vendor (iv) a right of way on foot only at all times hereafter by day or night and for all purposes connected with the use and enjoyment of the said neighbouring properties of the Vendor but not for any other purpose whatsoever for the Vendor and its successors in title the owners and occupiers for the time being of the said neighbouring premises of the Vendor or any part thereof and its his or their respective servants and licensees (in common with the Purchasers and their successors in title and all persons having the like right)

over and along that portion of the footpath shown on the said plan and thereon coloured brown hatched red (v) a right of way as aforesaid with or without vehicles over that part of the car park coloured green hatched red on the said plan including the right to park vehicles on the said car park provided always that such cars shall not be parked in such a way either to obstruct the access to or from the said car park or the reasonable free movement of other motor cars on the said car park (vi) the rights easements and covenants contained in a Conveyance dated the 13th August 1973 made between the Vendor of the one part and Eastern Electricity Board of the other part <sup>TO HOLD the same</sup> /in fee simple subject to and with the benefit of the matters contained in the said Conveyance dated the 13th August 1973 TO THE INTENT that the term granted by the said Lease shallforthwith merge and be extinguished in the fee simple thereof UPON TRUST for themselves as tenants in common in equal shares

2. IT IS HEREBY AGREED AND DECLARED that the walls and fences separating the property hereby conveyed from the adjoining property of the Vendor shallhenceforth be deemed to be party walls and fences and shall be used and repaired accordingly and that the water and soil pipes which serve the property hereby conveyed and the adjoining property of the Vendor shall be maintained and repaired and the cost thereof borne by the owners and occupiers for the time being of the properties being served by the same in equal shares

3. THE PURCHASERS jointly and severally hereby covenant with the Vendor and its successors in title that the Purchasers will not use or allow to be used the property hereby conveyed for any type of business which is in direct competition with any business being carried on upon any of the adjoining six shops in the property of

the Vendor

70

4. THE VENDOR hereby acknowledges the right of the Purchasers to the production of the documents mentioned in the Second Schedule hereto (the possession of which is retained by the Vendor) and to delivery of copies thereof and hereby undertakes with the Purchasers for the safe custody of the same

5. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Fifteen thousand pounds (£15,000)

IN WITNES whereof the Vendor Company has caused its Common Seal to be hereunto affixed and the Purchaser has hereunto set his hand and seal the day and year first before written

THE FIRST SCHEDULE above referred to

|         |       |                          |  |
|---------|-------|--------------------------|--|
| 27.7.73 | Lease | 21 years from<br>25.3.73 | Manorwalk Limited (1)<br>Terence Walter<br>Cammack (2) |
|---------|-------|--------------------------|--|

THE SECOND SCHEDULE above referred to

| <u>Date</u> | <u>Document</u>                   | <u>Parties</u>  |
|-------------|-----------------------------------|---|
| 11.9.1952   | Conveyance                        | T.W. Boxhall (1)<br>H.J. Chapman (2)                                |
| 6.11.1954   | Vesting Assent                    | Personal Representatives of<br>H.J. Chapman (1)<br>H.J. Chapman (2) |
| 23.9.1970   | Conveyance                        | H.J. Chapman (1)<br>Manorwalk Limited (2)                           |
| 12.11.1970  | Mortgage with<br>receipt endorsed | Manorwalk Limited (1)<br>Barclays Bank Ltd. (2)                     |

THE COMMON SEAL OF MANORWALK LIMITED was hereunto affixed in the presence of:- ) ) )



*E.M. Harvey*  
Director

*[Signature]*  
Secretary  
Director

SIGNED SEALED and DELIVERED by the said DAVID JOHN MANLEY in the presence of:- ) ) )

*[Signature]*



*[Signature]*  
AS WITNESSED  
DORIS WATSON.

*[Signature]*  
STEP WATSON,

SIGNED SEALED and DELIVERED by the said KEITH WILLIAM MARTIN BLAKE in the presence of:- ) ) )

*[Signature]*



*[Signature]*  
*[Signature]*  
*[Signature]*  
Witnesses

DATED 11<sup>th</sup> January

1938

MANORWALK LIMITED

- to -

MESSRS. D.J. MANLEY and K.W.M.B.  
BLAKE

C O N V E Y A N C E

relating to 44a Station Road  
Sheringham in the County of Norfolk

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 NK472712

Edition date 28.09.2017

- This official copy shows the entries on the register of title on 17 APR 2018 at 11:32:53.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 17 Apr 2018.
- 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. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

NORFOLK : NORTH NORFOLK

- 1 (28.09.2017) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being 44a Station Road, Sheringham (NR26 8RG).

NOTE: The flat is on the first floor and includes the staircase leading thereto.

- 2 (28.09.2017) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
 Date : 26 November 2012  
 Term : From and including 26 November 2012 to and including 25 November 2169  
 Parties : (1) James Hay Pension Trustees Limited  
 (2) Hilary Blacklaws Widdall

NOTE 1: The original lease dated 24 June 1980 referred to in the above lease was formerly registered under NK201054.

NOTE 2: A copy of the original lease is filed under NK201054.

- 3 (28.09.2017) The Lease prohibits or restricts alienation.
- 4 (28.09.2017) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.
- 5 (28.09.2017) The registered lease was granted under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.
- 6 (28.09.2017) The landlord's title is registered.

Title number NK472712

## 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 (28.09.2017) PROPRIETOR: CHRISTOPHER WILLIAM JAMES SHEPHERD of 44a Station Road, Sheringham NR26 8RG.
- 2 (28.09.2017) The covenant implied under section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 in the disposition to the proprietor is modified.

## C: Charges Register

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

- 1 (28.09.2017) A Conveyance of the freehold estate in the land in this title and other land dated 11 January 1978 made between (1) Manorwalk Limited (Vendor) and (2) David John Manley and Keith William Martin Blake (Purchasers) contains the following covenants:-  
  
"THE PURCHASERS jointly and severally hereby covenant with the Vendor and its successors in title that the Purchasers will not use or allow to be used the property hereby conveyed for any type of business which is in direct competition with any business being carried on upon any of the adjoining six shops in the property of the Vendor"
- 2 (28.09.2017) REGISTERED CHARGE dated 6 December 2012.  
  
NOTE: This charge, which takes effect against this title under the provisions of section 58(4) of the Leasehold Reform, Housing and Urban Development Act 1993, was formerly registered against title number NK201054.
- 3 (28.09.2017) Proprietor: LLOYDS BANK PLC (Co. Regn. No. 2065) of Registrations, Secured Assets, Barnett Way, Gloucester GL4 3RL.

### End of register

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

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

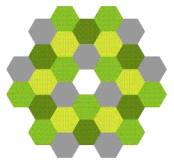
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

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

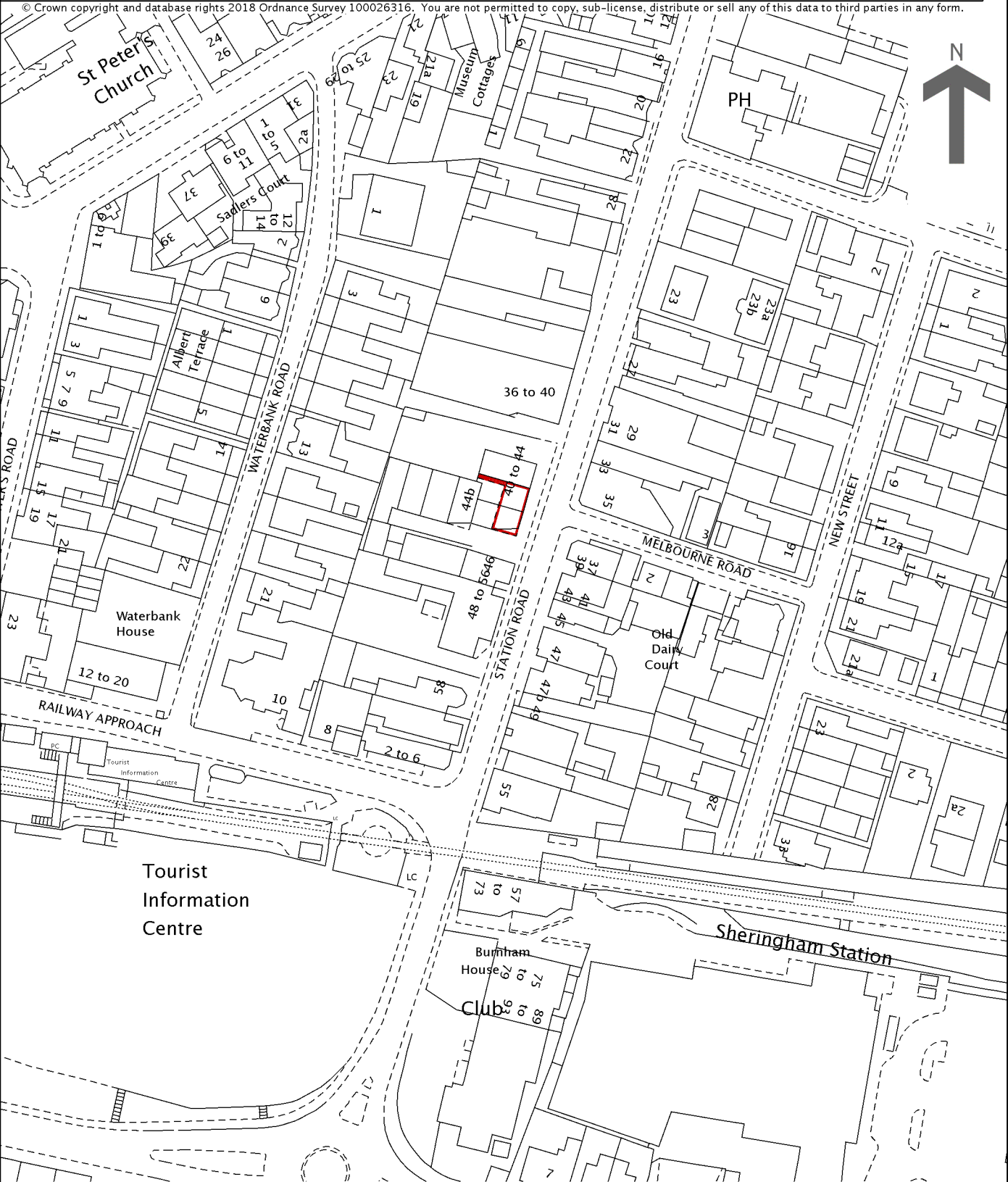
This official copy is issued on 17 April 2018 shows the state of this title plan on 17 April 2018 at 11:32:53. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be 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 **NK472712**  
Ordnance Survey map reference **TG1543SE**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **Norfolk : North Norfolk**



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DATED

26 November

2012

**RENEWAL LEASE BY REFERENCE TO AN EXISTING LEASE**

relating to  
Flat 44A Station Road  
SHERINGHAM  
Norfolk  
NR26 8RG

between

**JAMES HAY PENSION TRUSTEES LIMITED**

and

**HILARY BLACKLAWS WIDDALL**

**TRETHOWANS**  
SOLICITORS

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| 4.  | Leasehold Reform, Housing and Urban Development Act 1993 ..... | 5 |
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**PRESCRIBED CLAUSES**

**LR1. Date of lease** 26 November 2012

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)**

NK137162

**LR2.2 Other title numbers**

NK201054

**LR3. Parties to this lease**

**Landlord**

JAMES HAY PENSION TRUSTEES LIMITED Company Number: 1435887 whose registered office is at Trinity House, Anderson Road, SWAVESEY, Cambridgeshire CB24 4UQ

**Tenant**

HILARY BLACKLAWS WIDDALL of Flat 44A Station Road, SHERINGHAM, Norfolk NR26 8RG

**Other parties**

None.

**LR4. Property**

**In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.**

See the definition of "Property" in clause 1.1 of this lease and clause 1 of the Lease.

**LR5. Prescribed statements etc.**

**LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.**

This lease is granted under section 56 of the Leasehold Reform, Housing and Urban Development Act 1993.

**LR5.2 This lease is made under, or by reference to, provisions of:**

None.

**LR6. Term for which the Property is leased**

The term as specified in this lease at clause 1.1 in the definition of "Term".

**LR7. Premium**

The premium as specified in this lease at clause 1.1 in the definition of "Premium".

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None.

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None.

**LR9.3 Landlord's contractual rights to acquire this lease**

None.

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

None.

**LR11. Easements**

**LR11.1 Easements granted by this lease for the benefit of the Property**

The easements included in clause 1.1 of this lease in the definition of "Incorporated Terms" and specified in the First Schedule of the Lease.

**LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**

The easements included in clause 1.1 of this lease in the definition of "Incorporated Terms" and specified in the Second Schedule of the Lease].

**LR12. Estate rentcharge burdening the Property**

None.

**LR13. Application for standard form of restriction**

None.



**LR14. Declaration of trust where there is more than one person comprising the Tenant**

**THIS LEASE** is dated

*26 November*

2012

**PARTIES**

- (1) JAMES HAY PENSION TRUSTEES LIMITED incorporated and registered in England and Wales with company number 1435887 whose registered office is at Trinity House, Anderson Road, SWAVESEY, Cambridgeshire CB24 4UQ (**Landlord**).
- (2) HILARY BLACKLAWS WIDDALL of Flat 44A Station Road, SHERINGHAM, Norfolk NR26 8RG (**Tenant**).

**BACKGROUND**

- (A) The freehold reversion to the Property is vested in the Landlord and is registered at HM Land Registry under title number NK137162.
- (B) The residue of the term of the Lease is vested in the Tenant and is registered at HM Land Registry under title number NK201054.
- (C) The Tenant requires the Landlord to grant a new lease of the Property in accordance with the Tenant's rights under the Leasehold Reform, Housing and Urban Development Act 1993 and the Landlord has agreed to do so.

**AGREED TERMS**

**1. INTERPRETATION**

1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

**Annual Rent:** a peppercorn, if demanded.

**Incorporated Terms:** all of the terms, requirements, covenants and conditions contained in the Lease with such modifications as are necessary to make them applicable to this lease and the parties to this lease:

- (a) including:
  - (i) the definitions and rules of interpretation in the Lease;
  - (ii) the agreements and declarations contained in the Lease;
  - (iii) the rights granted and reserved by the Lease (including the right of re-entry and forfeiture); and
  - (iv) the third party rights, restrictions and covenants affecting the Property.

- (b) but excluding any terms of the Lease which are specifically excluded by the terms of this lease or substituted by the terms of this lease.

**Landlord's Covenants:** the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be observed by the Landlord.

**Lease:** the lease by virtue of which the Tenant holds the Property, which is dated 24 June 1980 and made between David John Manley and Keith William Martin Blake (1) and Kathleen Alice Garwood (2) for a term of 99 years beginning on and including 24 June 1980 an office copy of which is annexed to this lease.

**Premium:** £6,600 (Six Thousand Six Hundred Pounds).

**Property:** the property known as Flat 44A Station Road, SHERINGHAM, Norfolk NR26 8RG as described in the Lease.

**Rent Payment Date:** 24 June.

**Tenant's Covenants:** the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be observed by the Tenant.

**Term:** a term of years beginning on and including the date hereof and ending on and including the 25 day of November 2169.

- 1.2 For the purposes of this lease only, references to the landlord and tenant in the Lease shall be read as references to the Landlord and Tenant in this lease and matters in the Lease requiring the consent or approval of the landlord shall also require the consent of the Landlord on the same terms under this lease.

## 2. GRANT

- 2.1 In consideration of the Premium, the Landlord lets with full title guarantee the Property to the Tenant for the Term at the Annual Rent.
- 2.2 The matters excepted and reserved by the Lease for the benefit of the Landlord are excepted and reserved for the benefit of the Landlord by this lease.
- 2.3 This grant is made on the terms of this lease which include the Incorporated Terms as if they were set out in full in this lease.
- 2.4 The Tenant covenants with the Landlord that it will comply with the Tenant's Covenants.
- 2.5 The Landlord covenants with the Tenant that it will comply with the Landlord's Covenants.

**3. THE ANNUAL RENT**

The Tenant shall pay the Annual Rent on or before the Rent Payment Date.

**4. LEASEHOLD REFORM, HOUSING AND URBAN DEVELOPMENT ACT 1993**

4.1 This lease is granted under section 56 of the Leasehold Reform, Housing and Urban Development Act 1993.

4.2 No long lease created immediately or derivatively by way of sub-demise under this lease shall confer on the sub-tenant, as against the Landlord, any right under Chapter II of the Leasehold Reform, Housing and Urban Development Act 1993 to acquire a new lease. For this purpose, "long lease" shall be construed in accordance with section 7 of that Act.

4.3 If at any time during the period of:

- (a) 12 months ending with the term date of the Lease; or
- (b) five years ending with the term date of this lease,

the court is satisfied that the Landlord intends to demolish, reconstruct or carry out substantial works of construction on the whole or a substantial part of any premises in which the Property is contained, and that the Landlord could not reasonably do so without obtaining possession of the Property, the court shall declare that the Landlord is entitled to possession of the Property. The Tenant will be entitled to compensation from the Landlord for the loss of the Property.

**5. REGISTRATION OF THIS LEASE**

Following the grant of this lease, the Tenant shall without delay apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall send the Landlord official copies of the Tenant's title within one month of the registration being completed.

**6. SECTION 62 OF THE LAW OF PROPERTY ACT 1925**

Except as mentioned in clause 2.3, neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

**7. ENTIRE AGREEMENT**

7.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to subject matter.

7.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

7.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property or any common parts over which the Tenant has rights under this lease may lawfully be used for any purpose allowed by this lease.

**8. LANDLORD AND TENANT (COVENANTS) ACT 1995**

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

**9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 [but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act].

**10. GOVERNING LAW AND JURISDICTION**

10.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

10.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by affixing the  
Common Seal of JAMES HAY  
PENSION TRUSTEES LIMITED in  
the presence of:

.....  
Authorised Signatory

.....  
Authorised Signatory

Signed as a deed by  
HILARY BLACKLAWS WIDDALL  
in the presence of:

  
.....  
SIGNATURE OF TENANT

Q.M. Anderson

SIGNATURE OF WITNESS

NAME GILLIAN MARGARET ANDERSON

ADDRESS 8-10 Highgate, Kendal, Cumbria. LA9 4SX

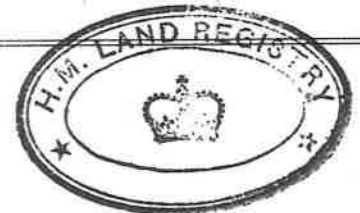
OCCUPATION Legal Receptionist

80/18c/67

Conveyance 50p

Copy

OFFICE COPY



# This Lease

is made the *Twenty fourth* day of *June*

One thousand nine hundred and eighty B E T W E E N DAVID JOHN MANLEY and KEITH WILLIAM MARTIN BLAKE both of 44A Station Road Sheringham in the County of Norfolk (hereinafter called "the Landlords") (which expression where the context so admits includes the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) of the one part and KATHLEEN ALICE GARWOOD of Flat 5 Ortonville Court Cremers Drift Sheringham aforesaid (hereinafter called "the Tenant") (which expression shall where the context so admits include the Tenant's successors in title) of the other part W I T N E S S E T H as follows:-

1. IN consideration of the sum of Nineteen thousand five hundred pounds (£19,500.00) paid by the Tenant to the Landlords (the receipt whereof the Landlords hereby acknowledge) and of the rent hereby reserved the Landlords hereby DEMISE unto the Tenant ALL THAT upper floor flat (hereinafter called "the flat") at 44A Station Road Sheringham in the County of Norfolk with the staircase leading down to ground floor level All Which is shown for the purpose of identification only on the plan annexed hereto and thereon, edged red TOGETHER WITH the rights contained in the First Schedule hereto EXCEPT AND RESERVING unto the Landlords and all others entitled thereto the rights contained in the Second Schedule hereto TO HOLD the same unto the Tenant from the *Twenty fourth* day of *June* One thousand nine hundred and eighty for a term of Ninety-nine years PAYING THEREFOR during the said term the yearly rent of One pound (£1.00) payable annually in advance on the anniversary of this Deed

2. THE Tenant for herself and her successors in title hereby covenats as follows:-  
(i) To pay the rent hereby reserved on the days and in the manner aforesaid  
(ii) To pay all existing and future rates (both general and water rates and sewerage charges) taxes and assessments and outgoings now or hereafter imposed or charged upon the flat or any part thereof  
(iii) To keep the interior and exterior of the flat and every part thereof in tenantable repair throughout the term hereby granted (including replacement whenever such shall be necessary) the structure of and above first floor level (including the beams or joists of such floor but excluding the ceiling of the ground floor premises below) and the staircase with the roof and all gutters and downpipes and the brickwork or wall from and above the same level PROVIDED ALWAYS that the Tenant shall not repair any part of the floor including beams and joists thereof without giving notice to the Landlords and the occupier of the ground floor premises of her intention so to do giving details of the work intended to be done so that the Landlords and the occupier of the ground floor premises may take such precautions as they may be advised for the protection of the ceilings of the ground floor premises the Tenant shall not be liable

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ISSUED BY  
THE HULL DISTRICT LAND REGISTRY

for any damage resulting to the ceilings of the ground floor premises

(iv) To permit the Landlords and <sup>their</sup> duly authorised agents with or without workmen and others at such reasonable times to enter upon and examine the condition of the flat and thereupon the Landlords may serve upon the Tenant notice in writing specifying any repairs necessary to be done and shall require the Tenant forthwith to execute the same and if the Tenant shall not within one month after such service of such notice proceed diligently with the execution of such repairs then permit the Landlords to enter upon the flat and execute such repairs and the cost thereof shall be a debt <sup>due</sup> to the Landlords from the Tenant and shall be forthwith recoverable by action

(v) Not to make any alterations or additions to the flat without the previous written consent of the Landlords which shall not be unreasonably withheld

(vi) Not to cut main or injure any of the walls or partitions of the flat or make any other alterations thereto without the written consent of the Landlords which shall not be unreasonably withheld

(vii) To keep the flat at all times insured throughout the tenancy in the joint names of the Landlords and the Tenant from loss or damage by fire flood and such other necessary risks normally insured under a Householders Comprehensive Policy through the Agency of Market Cross Insurance Brokers Limited of North Walsham Norfolk with the Phoenix Assurance Company Limited or through such other Brokers and with such other Insurance Company as the Landlords shall from time to time decide in a sum equal to the full insurable value thereof from time to time throughout the term <sup>hereby</sup> granted and to pay all payments necessary for the above purposes within seven days after the same shall have become due and to produce the Policy or Policies of Insurance and receipts for premiums to the Landlords on demand and to cause all monies received by virtue of any such insurance to be forthwith laid out in rebuilding and reinstating the flat or any part thereof in respect of which such monies shall have become payable or been received in accordance with the plans elevations and details thereof with such variations (if as may be agreed by the Landlords or may be necessary having regard to the then existing statutory provisions byelaws and regulations affecting the same and any necessary planning approval (which it shall be the Tenant's obligation to obtain) and to the satisfaction in all respects of the Surveyor for the time being of the Landlords and to make up any deficiency out of her own monies PROVIDED ALWAYS that if the Tenant shall at any time fail to keep the flat insured as aforesaid the Landlords may do all things necessary to effect and maintain such insurance and any monies so expended for that purpose shall be payable by the Tenant on demand and be recoverable forthwith by action

(viii) Not to stand or permit to be placed on the car parking space coloured blue on the said plan anything other than one private motor car

(ix) Not to do or suffer or permit to be done in or upon the flat anything whereby any Policy of Insurance may become void or voidable

(x) Not to underlet part only of the flat

(xi) The successors in title of the Tenant shall within one month give

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notice to the Landlords Solicitors of any Underletting Assignment Mortgage Charge Assent or other devolution in respect of the flat and shall pay the Landlords Solicitors charges and disbursements including Value Added Tax in respect of the registration thereof

(xii) To pay a due proportion of the cost of maintaining and repairing all water and soil pipes and all common parts over which rights are being granted to the Tenant

(xiii) To use the flat for private residential purposes only

(xiv) Not to keep any animals in the flat except one domestic pet of a quiet and docile nature

(xv) Not to do or permit or suffer to be done in the flat or the adjoining area over which rights are granted anything which in the opinion of the Landlords may be or become a nuisance or annoyance to them or in any way interfere with the quiet enjoyment or comfort of the Landlords or other occupiers of the adjoining property nor to use the same for any illegal purpose

(xvi) At the determination of the tenancy to deliver up the flat with all the Landlords fixtures in tenantable repair in accordance with the Tenants agreements herein contained and with all locks keys and fastenings complete

3. IT IS HEREBY AGREED AND DECLARED that the walls separating the flat from adjoining buildings shall be deemed henceforth to be party walls and shall be maintained accordingly

4. THE Landlords hereby covenant with the Tenant as follows:-

(a) That the Tenant paying the rent hereby reserved and performing and observing the covenants hereinbefore contained shall peaceably hold and enjoy the flat for the term hereby granted without any interruption by the Landlords or any person lawfully claiming through under or in trust for them

(b) To keep the foundations of the building of which the flat forms part in tenantable repair throughout the term hereby granted and the structure of and below first floor level and the brickwork or walls from and below the same level

5. PROVIDED ALWAYS and IT IS HEREBY AGREED as follows:-

(i) If the rent hereby reserved or any part thereof shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any of the covenants on the part of the Tenant herein contained shall not be observed and performed then and in any such case it shall be lawful for the Landlords or <sup>ANY</sup> person or persons authorised by them in that behalf at any time thereafter to re-enter the flat or any part thereof in the name of the whole and thereupon the term hereby created shall absolutely determine but without prejudice to any right of action or remedy of the Landlords in respect of any antecedent breach of the covenants by the Tenant hereinbefore contained

(ii) Any notice under this Lease shall be in writing and may be served on the person on whom it is to be served either personally or by leaving it for her at the flat (if she be the Tenant) or at her last known place of abode or by sending

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it by recorded delivery service to such premises or place and in the case of a notice to be served on the Landlords it may be served in like manner upon the Landlords or either of them or any Agent duly authorised in that behalf

(iii) The parties hereto shall bear their own respective legal costs and value added tax in connection with the preparation and completion of this Lease and a counterpart thereof the stamp duty on the Lease and Counterpart being borne by the Tenant

6. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration <sup>excluding the rent</sup> exceeds Twenty thousand pounds

IN WITNESS whereof the Landlords and the Tenant have hereunto set their hands and seals the day and year first before written

THE FIRST SCHEDULE

(Rights Granted)

1. The right to park one private motor car on the parking space coloured blue on the said plan
2. The right of support and protection as now enjoyed or intended to be enjoyed from the buildings adjoining the flat
3. The right to enter upon the adjoining property for the purpose of reading the electricity and other meters situate at the point marked "B" on the said plan
4. The free right and passage and running of water soil gas and electricity from and to the flat through all sewers drains watercourses water pipes cisterns gutters gas pipes and all electric wires which are now or may at any time during the period of twenty one years from the date hereof be in or under or along the adjoining property
5. The right to be exercised only after reasonable notice (except in the case of an emergency) at all reasonable times to enter upon the said adjoining property for the purpose of decorating or executing repairs to the flat the Tenant making good all damage occasioned thereby
6. A right of way on foot only at all times hereafter by day or night and for all purposes connected with the use and enjoyment of the flat but not for any other purpose whatsoever for the Tenant and her successors in title the owners and occupiers for the time being of the flat or any part thereof and his or their respective servants and licensees (in common with the Landlords and their successors in title and all persons having the like right) over and along the footpath/on the said plan and thereon coloured brown
7. A right of way as aforesaid with or without vehicles over the roadway and car park edged green on the said plan

THE SECOND SCHEDULE

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(Rights excepted and reserved)

1. The free and uninterrupted passage and running of water and soil gas and electricity from and to the adjoining properties and land through the sewers drains watercourses water pipes cisterns gutters gas pipes and electric wires which are now or may at any time under a period of twenty-one years from the date hereof be in or under the flat
2. The right and support and protection to the buildings adjoining the flat as the same is at present enjoyed or intended to be enjoyed
3. The right (to be exercised only after reasonable notice except in the case of emergency) for the landlords and their successors in title and the owners and occupiers of the said adjoining properties or any person or persons authorised by it or them respectively to enter upon the flat or any part thereof at all reasonable times for the purpose of decorating or executing repairs to the said adjoining properties
4. A right of way with or without vehicles over that part of the car park coloured blue on the said plan including the right to park vehicles on the remainder of the said car park provided always that such vehicles shall not be parked in such a way either to obstruct the access to or from the said land coloured blue or the reasonable free movement of vehicles on the said car park

SIGNED SEALED AND DELIVERED by the  
said ~~KATHLEEN ALICE GARWOOD~~ in the  
presence of:

*Kathleen A. Garwood (Miss)*

Witness Name: - *Beeley Rosetta Winer (Mrs)*  
Address: - *Flat 1, Carholville Court, Creemers Drive,*  
Occupation: - *Shrimpton n.R 26 8HX*  
*Retired.*



⑥

DATED 24th June 1980

Retains in

O/E's of NK 137162

MISS. K. A. GARWOOD

D. J. HANLEY ESQ  
4 K. W. H. BLAKE ESQ  
-TO-

COUNTERPART

*Lease*

OF 44A STATION ROAD  
SHERINGHAM, NORFOLK.

MURGATROYDS  
SOLICITORS,  
36 HOLYWELL HILL  
ST. ALBANS, HERTS

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ISSUED BY  
THE HULL DISTRICT LAND REGISTRY



**Official Number NLIS/18/2480**

Description of Land or Property  
**44A Station Road, Sheringham, NR26 8RG**



Enquirer's Name & Address

**SearchFlow Limited  
42  
Kings Hill Avenue, Kings Hill  
West Malling, Kent  
ME19 4AJ**

**For and on behalf of North Norfolk D.C., Council Offices,  
Holt Road, Cromer, NR27 9EN:**

No person who either conducted this search or prepared the search on behalf of North Norfolk District Council has any personal or business relationship with any person involved in the sale of the property.

**(Proper Officer)**

A handwritten signature in black ink that reads "R. Parkin".

**Date of Search: 28/09/2018**

In the event of a query or complaint regarding the content of this search please contact the above named in the first instant. The complaint will initially be dealt with under the council's internal complaints procedure.

This search has been compiled using original records held by the District Council.

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| REGISTER OF LOCAL LAND CHARGES |  
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SCHEDULE to OFFICIAL  
CERTIFICATE of SEARCH  
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**Part 03 - Planning Charges**

**Reference:** **PLA/20000646**  
**Location:** LAND AT STATION APPROACH AND STATION ROAD, SHERINGHAM

**Description:** ERECTION OF HANGING BASKET STANDS

**Date of Registration:** 08/06/2000  
**Originating Authority:** North Norfolk District Council, Council Offices, Holt Road, Cromer, Norfolk, NR27 9EN.

**Place of Inspection:** North Norfolk District Council, Council Offices, Holt Road, Cromer, Norfolk, NR27 9EN.

**Reference:** **CONA/87/1**  
**Location:** SHERINGHAM

**Description:** Conservation Area formally designated by North Norfolk District Council on 16/06/75. Under the provisions of the Civic Amenities Acts, 1967 and 1974 in respect of certain areas of Sheringham.

**Date of Registration:** 08/10/1976  
**Originating Authority:** North Norfolk District Council, Council Offices, Holt Road, Cromer, Norfolk, NR27 9EN.

**Place of Inspection:** North Norfolk District Council, Council Offices, Holt Road, Cromer, Norfolk, NR27 9EN.

## Law Society CON29 Enquiries of Local Authority (2016)

If you are applying for an electronic search, you need only supply one copy of the form and plan. If you are submitting a paper-based search, the form and plan must be submitted in duplicate. Please type or use BLOCK LETTERS.

**A.**

**Local Authority name and address:**

**Search No: NLIS/18/2480**

Signed:

On behalf of local authority

Dated: 28/09/2018

**B.**

**Address of the land/property: 44A Station Road,  
Sheringham, NR26 8RG**

UPRN(s): 100091557558

**C.**

**Other roadways, footways and footpaths in  
respect of which a reply at enquiries 2.1 and 3.6  
is required (maximum 3 roads):**

Station Road (USRN: 0)

**D.**

**Fees**

£123.16

Dated: 27/09/2018

**E.**

**Please reply to:**

SearchFlow Limited

42

Kings Hill Avenue, Kings Hill

**West Malling, Kent**

**ME19 4AJ**

### Notes

- A. Enter name and address of appropriate local authority. If the property is near a local authority boundary, consider raising certain enquiries (e.g. road schemes) with the adjoining local authority.
- B. Enter address and description of the property. Please give the UPRN(s) (Unique Property Reference Number) where known. A duplicate plan is required for all searches submitted directly to a local authority. The search may be returned if land/property cannot easily be identified.
- C. Enter name and/or mark on plan any other roadways, footways and footpaths abutting the property (in addition to those entered in Box B) to which a reply at enquiries 2.1 and 3.6 is required (subject to a maximum of 3 roads excluding any Box B road).
- D. Details of fees can be obtained from the local authority, your chosen NLIS Channel or search provider.
- E. Enter the name and address/DX address of the person or company lodging or conducting this enquiry.

## Law Society CON29 Enquiries of Local Authority (2016)

**Property Address: 44A Station Road, Sheringham, NR26 8RG**

**Search Reference: NLIS/18/2480**

### **PLANNING AND BUILDING REGULATIONS**

#### **1.1 Planning and Building Regulation Decisions and Pending Applications**

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

##### **(a) a planning permission**

See below, but PLEASE NOTE that Planning Applications prior to 1st April, 1974 are not shown in this search.

Every effort is made to ensure the accuracy of this search. However, due to the nature of the automated system used, it is possible for planning decisions relating to adjoining properties to be revealed.

Decision notices from 1988 are available on our website [www.northnorfolk.org](http://www.northnorfolk.org)

If you have a query about the relevance of a planning entry please direct your enquiry to the Land Charges Section in the first instance. If, however, you are satisfied with the reply and need copies of a planning notice please email [property.info@north-norfolk.gov.uk](mailto:property.info@north-norfolk.gov.uk).

If the property is situated in a rural area and was erected between 1948 and 1974, conveyancers should satisfy themselves that it is not subject to an agricultural occupancy restriction. Conveyancers may also wish to make similar enquiries with regard to seasonal occupancy restrictions. For further information and for copies of applications please email [property.info@north-norfolk.gov.uk](mailto:property.info@north-norfolk.gov.uk).

##### **INFORMATIVE:**

(1) This reply does not cover other properties in the vicinity of the property.

(2) As from 1st April 2002 the installation of a replacement window, roof light or roof window or specified type of glazed door must either have building regulation approval or be carried out and certified by a person who is registered under the Fenestration Self-Assessment Scheme by the Glass and Glazing Federation.

PLA/19740330, Flat At, 44B Station Road, Sheringham, NR26 8RG, CONVERSION OF STORAGE SPACE TO FLAT, Decision: Approved 21/06/1974

PLA/19830117, 44A Station Road, Sheringham, NR26 8RG, ERECTION OF FIXED DUTCH BLINDS ABOVE SHOPFRONT, Decision: Refused 06/06/1983

PF/92/1416, 44A Station Road, Sheringham, NR26 8RG, CHANGE OF USE TO ESTATE AGENTS OFFICE, Decision: Refused 04/01/1993

PF/93/0755, 44A STATION ROAD, SHERINGHAM, ALTERATIONS TO SHOP FRONT (RETROSPECTIVE APPLICATION FOR WORKS ALREADY CARRIED OUT), Decision: Approved 21/07/1993

PLA/20000646, LAND AT STATION APPROACH AND STATION ROAD, SHERINGHAM, ERECTION OF HANGING BASKET STANDS, Decision: Approved 08/06/2000, with conditions.



**(b) a listed building consent**

None, but please see note to 1.1a.

**(c) a conservation area consent**

None, but please see note to 1.1a.

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

None, but please see note to 1.1a.

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

See reply to enquiry 1.1d above.

**(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.

Please note we can only provide Building Regulation Information where the application was submitted on or after the 1st January 1995, or where the works were under construction on or after the 1st January 1995.

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

None.

Please note we can only provide Building Regulation Information where the application was submitted on or after the 1st January 1995, or where the works were under construction on or after the 1st January 1995.

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

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

**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?**

North Norfolk Core Strategy adopted 24th September 2008. Broads Local Plan adopted September 2007. (See below for properties within the Broads Executive Area.) See attached sheet for the County Council's reply.

PRIMARY LAND USE (in respect of the proposals contained in the North Norfolk Core Strategy.) Note: Together, the policies listed below cover the whole of the North Norfolk Core Strategy area.

PROVISIONS INCLUDED FOR PROPERTIES subject to the North Norfolk Core Strategy:

If you require further details of the Broads Local plan please contact the Broads Authority. The Broads Authority, Yare House, 62-64 Thorpe Road, Norwich, Norfolk NR1 1RY. Tel (01603) 610734. [www.broads-authority.gov.uk](http://www.broads-authority.gov.uk).

INFORMATIVE: This reply reflects policies or proposals in the existing development plan, but does not include policies contained in planning guidance notes.

The Council has commenced the preparation of a new Local Plan for the District. This will include revised land use policies and make new proposals for the development of land. The new Plan is expected to be adopted during 2018.

Local Development Framework Policy SS 1 : SPATIAL STRATEGY FOR NORTH NORFOLK. The majority of new development in North Norfolk will take place in the towns and larger villages, dependent on their local housing needs, their role as employment, retail and service centres and particular environmental and infrastructure constraints. Cromer, Holt, Fakenham and North Walsham are defined as Principal Settlements where the majority of new commercial and residential development will take place (approximately 75% of new employment land and 50% of new homes). Hoveton, Sheringham, Stalham and Wells-next-the-Sea are defined as Secondary Settlements in which a more limited amount of additional development will be accommodated (approximately 25% of employment land allocations and 20% of new homes). The distribution of development will also have regard to the complementary roles played by the three towns of Cromer, Holt and Sheringham in the central part of North Norfolk. The overall housing provision for North Norfolk will be distributed in accordance with the settlement hierarchy and will seek to achieve the visions for each place. The strategic policy for each settlement sets out the range of housing and employment provision and other land use considerations. A small amount of new development will be focused on a number of designated Service Villages and Coastal Service Villages to support rural sustainability. The Service Villages are: Aldborough, Briston & Melton Constable, Catfield, Corpusty & Saxthorpe, Horning, Little Snoring, Walsingham, Ludham, Roughton, Southrepps. The Coastal Service Villages are: Bacton, Blakeney, Happisburgh, Mundesley, Overstrand, Weybourne. Development in these Coastal Service Villages will support local coastal communities in the face of coastal erosion and flood risk. Land may be identified in or adjacent to these settlements to provide for new development or relocation from areas at risk. The rest of North Norfolk, including all settlements not listed above, will be designated as Countryside and development will be restricted to particular types of development to support the rural economy, meet affordable housing needs and provide renewable energy.

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Local Development Framework Primary Retail Frontages

Policy SS 5: Economy (strategic approach to economic issues). Policy SS5 Economy (Employment Areas): In Employment Areas, as designated on the Proposals Map, only employment generating development proposals will be permitted. Retail warehousing and hotels may be permitted providing that there is no sequentially preferable site available. Policy SS5 Economy (Town Centres): The role of town centres as a focus of a broad range of shopping, commercial, cultural and other uses will be supported. Policy SS5

Economy (Primary Shopping Areas): Other than on identified Retail Opportunity sites, residential proposals will be permitted where they do not result in the loss of shops or other main town centre uses located with a defined Primary Shopping Area. Primary Shopping Areas are defined in order to concentrate retail development in central areas of the town. Policy SS5 Economy (Primary Retail Frontages): Primary Retail Frontages are defined in order to concentrate retail development in central areas of towns. Policy EC 5: Location of retail and commercial leisure development (specifies appropriate location according to size). Policy EC5 Location of Retail and Commercial Leisure Development: Within Primary Retail Frontages as defined on the Proposals Map, proposals that would result in more than 30% of the defined frontage being used for non A1 uses (as defined in the Town and Country Planning (Use Classes) Order 1987, as amended) will not be permitted.

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#### Local Development Framework Primary Shopping Areas

Policy SS 5: Economy (strategic approach to economic issues). Policy SS5 Economy (Employment Areas): In Employment Areas, as designated on the Proposals Map, only employment generating development proposals will be permitted. Retail warehousing and hotels may be permitted providing that there is no sequentially preferable site available. Policy SS5 Economy (Town Centres): The role of town centres as a focus of a broad range of shopping, commercial, cultural and other uses will be supported. Policy SS5 Economy (Primary Shopping Areas): Other than on identified Retail Opportunity sites, residential proposals will be permitted where they do not result in the loss of shops or other main town centre uses located with a defined Primary Shopping Area. Primary Shopping Areas are defined in order to concentrate retail development in central areas of the town. Policy SS5 Economy (Primary Retail Frontages): Primary Retail Frontages are defined in order to concentrate retail development in central areas of towns. Policy EC 5: Location of retail and commercial leisure development (specifies appropriate location according to size). Policy EC5 Location of Retail and Commercial Leisure Development: Within Primary Retail Frontages as defined on the Proposals Map, proposals that would result in more than 30% of the defined frontage being used for non A1 uses (as defined in the Town and Country Planning (Use Classes) Order 1987, as amended) will not be permitted.

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#### Local Development Framework Tourism Asset Zones

The Resorts & Hinterland Tourism Asset Zone is the priority location for new tourism related development to support the role of the tourist resorts.

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#### Local Development Framework Town Centre

Policy SS 5: Economy (strategic approach to economic issues). Policy SS5 Economy (Employment Areas): In Employment Areas, as designated on the Proposals Map, only employment generating development proposals will be permitted. Retail warehousing and hotels may be permitted providing that there is no sequentially preferable site available. Policy SS5 Economy (Town Centres): The role of town centres as a focus of a broad range of shopping, commercial, cultural and other uses will be supported. Policy SS5 Economy (Primary Shopping Areas): Other than on identified Retail Opportunity sites, residential proposals will be permitted where they do not result in the loss of shops or other main town centre uses located with a defined Primary Shopping Area. Primary Shopping Areas are defined in order to concentrate retail development in central areas of the town. Policy SS5 Economy (Primary Retail Frontages): Primary Retail Frontages are defined in order to concentrate retail development in central areas of towns.

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## **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**

None in respect of North Norfolk District Council but please see the attached sheet for County Council's reply.

INFORMATIVE: If a road, footpath or footway is not a highway, there may be no right to use it. The Council cannot express an opinion, without seeing the title plan of the property and carrying out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.

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

See attached sheet for the County Council's Reply.

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

See attached sheet for the County Council's Reply.

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

See attached sheet for the County Council's Reply.

### **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?**

See attached sheet for the County Council's reply

**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?**

See attached sheet for the County Council's reply

**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?**

See attached sheet for the County Council's reply

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

See attached sheet for the County Council's reply

## **OTHER MATTERS**

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

Note: Matters already entered onto the Local Land Charges Register will not be revealed to in answer to this enquiry.

### **3.1 Land required for Public Purposes**

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

No.

### **3.2 Land to be acquired for Road Works**

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

See attached sheet for the County Council's Reply.

### **3.3 Drainage matters**

The requirement for new development to utilise SuDs was introduced into National Planning Practice Guidance in April 2015, information provided will be from April 2015.

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

Not to the knowledge of the local authority.

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

Not to the knowledge of the local authority.

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

No further information available, please contact the water drainage provider or relevant management company.

### **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**

See attached sheet for the County Council's Reply.

**(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**

See attached sheet for the County Council's Reply.

**(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**

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

See attached sheet for the County Council's Reply.

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

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

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

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

See attached sheet for the County Council's Reply.

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

See attached sheet for the County Council's Reply.

**(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**

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

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

See attached sheet for the County Council's Reply.

### **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?**

None that the Local Authority are aware of, but see attached sheet for County Council's reply.

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

See attached sheet for County Council's reply

### **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**

See attached sheet for the County Council's Reply.

INFORMATIVE: In some circumstances, road closure orders can be obtained by third parties from magistrates courts or can be made by the Secretary of State for Transport, without involving the Council.

**(b) waiting or loading restrictions**

See attached sheet for the County Council's Reply.

See reply to 3.6a for informative.

**(c) one way driving**

See attached sheet for the County Council's Reply.

See reply to 3.6a for informative.

**(d) prohibition of driving**

See attached sheet for the County Council's Reply.

See reply to 3.6a for informative.

**(e) pedestrianisation**

See attached sheet for the County Council's Reply.  
See reply to 3.6a for informative.

**(f) vehicle width or weight restriction**

See attached sheet for the County Council's Reply.  
See reply to 3.6a for informative.

**(g) traffic calming works including road humps**

See attached sheet for the County Council's Reply.  
See reply to 3.6a for informative.

**(h) residents parking controls**

None.

**(i) minor road widening or improvement**

See attached sheet for the County Council's Reply.  
See reply to 3.6a for informative.

**(j) pedestrian crossings**

See attached sheet for the County Council's Reply.  
See reply to 3.6a for informative.

**(k) cycle tracks**

See attached sheet for the County Council's Reply.  
See reply to 3.6a for informative.

**(l) bridge building**

See attached sheet for the County Council's Reply.  
See reply to 3.6a for informative.

**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 response to any other enquiry in this form?**

**(a) building works**

None, but see the attached sheet for the County Council reply.

**(b) environment**

See reply to enquiry 3.7(a) above

**(c) health and safety**

See reply to enquiry 3.7(a) above

**(d) housing**

See reply to enquiry 3.7(a) above

**(e) highways**

See reply to enquiry 3.7(a) above

**(f) public health**

See reply to enquiry 3.7(a) above

**(g) flood and coastal erosion risk management**

No.

**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?**

None

**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 conditions notice**

No

**(e) a planning contravention notice**

No

**(f) another notice relating to breach of planning control**

No

**(g) a listed building repairs notice**

No.

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

No.

**(i) a building preservation notice**

No.

**(j) a direction restricting permitted development**

No

**(k) an order revoking or modifying planning permission**

No



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

See reply to enquiry 3.9k above.

**(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?**

The Council has considered the desirability of introducing the Community Infrastructure Levy and in light of current market conditions has resolved to suspend consideration pending signs of economic recovery. No formal timetable has been set for further reconsideration

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

**(i) a liability notice?**

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

**(iii) a demand notice?**

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

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

**(vi) a commencement notice?**

See reply to 3.10a

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

See reply to 3.10a

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

See reply to 3.10a

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

See reply to 3.10a

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

See reply to 3.10a

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

See reply to 3.10a

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

See reply to 3.10a

**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**  
See reply to 3.11a

### **3.12 Compulsory Purchase**

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

No, but see attached sheet for the County Council reply.

### **3.13 Contaminated Land**

INFORMATIVE: Further requests for information in respect to question 3.13(b) will be provided by the Environmental Protection Team and will be subject to a one off additional charge of £25.00+VAT.

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

We would advise you that our records may not include all potentially contaminated sites within the district. Should you wish for further information please contact the Environment Protection Team [ep@north-norfolk.gov.uk](mailto:ep@north-norfolk.gov.uk) Tel 01263 516085.

**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**

None

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

**(i) a decision to make an entry**

**(ii) an entry**

None

**(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 or Public Health Wales?**

No.

### **3.15 Assets of Community Value**

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

**(i) Is it listed as an asset of community value?**

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

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

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

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

No.

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

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

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

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

Not applicable.

## Law Society CON290 Enquiries of Local Authority (2016)

If you are applying for an electronic search, you need only supply one copy of the form and plan. If you are submitting a paper-based search, the form and plan must be submitted in duplicate. Please type or use BLOCK LETTERS.

**A.**

**Local Authority name and address:**

**Search No: NLIS/18/2480**

Signed:

On behalf of local authority

Dated: 28/09/2018

**B.**

**Address of the land/property: 44A Station Road,  
Sheringham, NR26 8RG**

UPRN(s): 100091557558

**C.**

**Optional enquiries (please tick as required)**

4. Road proposals by private bodies
5. Advertisements
6. Completion Notices
7. Parks and countryside
8. Pipelines
9. Houses in multiple occupation
10. Noise abatement
11. Urban Development Areas
- \* 12. Enterprise Zones, Local Development Orders and BIDs
13. Inner urban improvement areas
14. Simplified planning zones
15. Land maintenance notices
16. Mineral consultation and safeguarding areas
17. Hazardous substance consents
18. Environmental and pollution notices
19. Food safety notices
20. Hedgerow notices
21. Flood Defence and Land Drainage consents
22. Common Land and Town or Village Green

**D.**

**Fees**

£123.16

Dated: 27/09/2018

**Notes**

**E**

**Please reply to:**

SearchFlow Limited

42

Kings Hill Avenue, Kings Hill

**West Malling, Kent**

**ME19 4AJ**

- A. Enter name and address of appropriate local authority. If the property is near a local authority boundary, consider raising certain enquiries (e.g. road schemes) with the adjoining local authority.
- B. Enter address and description of the property. Please quote the UPRN(s) (Unique Property Reference Number) where known. A duplicate plan is required for all searches submitted directly to a local authority. The search may be returned if land/property cannot easily be identified.
- D. Details of fees can be obtained from the local authority, your chosen NLIS Channel or search provider.
- E. Enter the name and address/DX address of the person or company lodging or conducting this enquiry.

## Law Society CON290 Enquiries of Local Authority (2016)

**Property Address: 44A Station Road, Sheringham, NR26 8RG**  
**Search Reference: NLIS/18/2480**

### **ENTERPRISE ZONES, LOCAL DEVELOPMENT ORDERS & BIDS**

#### **12.1. Is the area designated as an enterprise zone?**

No.

#### **12.2. Is the area subject to a local development order?**

No.

#### **12.3. Is the area a business improvement district (BID)?**

No.

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

| Serial No.    | Box B   | Box C |
|---------------|---|-------|
| 1/2480/2018/0 | 44A<br>STATION ROAD<br><br>SHERINGHAM<br>NR26 8RG |       |

These responses should be read in conjunction with the footnotes.

|        |   |   |
|--------|---|---|
| 1.2    | What designations of land use in development plans?       | None  |
| 2.1(a) | Which roads are maintainable at the public expense?       | Station Road is publicly maintainable within the meaning of the Highways Act 1980.  |
| 2.1(b) | Which roads are subject to adoption, supported by bond?   | None  |
| 2.1(c) | Which roads are to be made up at frontagers cost?         | None  |
| 2.1(d) | Which roads are to be adopted without cost to frontagers? | None  |
| 2.2    | Is any PROW abutting, crossing property                   | No  |
| 2.3    | Are there any pending applications                        | No  |
| 2.4    | Are there any legal orders                                | No  |
| 2.5    | Approximate route   | Not applicable  |
| 3.1    | Land required for public purposes?                        | No  |
| 3.2    | Land to be acquired for Road Works?                       | No  |
| 3.4(a) | Trunk road schemes?                                       | No  |
| 3.4(b) | Trunk road schemes - flyover etc?                         | No  |
| 3.4(c) | Trunk road roundabout or new traffic lane etc?            | No  |
| 3.4(d) | County road construction / alteration?                    | No  |
| 3.4(e) | Public consultation, new road / alteration?               | No  |
| 3.4(f) | Approved county road scheme?                              | No  |
| 3.5(a) | Rail proposals?   | No  |
| 3.5(b) | Rail proposals within LA boundary?                        | No  |
| 3.6(a) | Stopping Up?  | No  |
| 3.6(b) | Waiting or loading restrictions?                          | None  |
| 3.6(c) | One way driving?  | None  |
| 3.6(d) | Prohibition of driving?                                   | None  |
| 3.6(e) | Pedestrianisation?  | None  |
| 3.6(f) | Vehicle width or weight restriction?                      | None  |
| 3.6(g) | Traffic calming?  | None  |
| 3.6(h) | Residents parking controls?                               | None by Norfolk County Council.   |
| 3.6(i) | Minor road widening or improvement?                       | None  |
| 3.6(j) | Pedestrian crossings?                                     | None  |
| 3.6(k) | Cycle tracks?   | None  |
| 3.6(l) | Bridge building?  | None  |
| 3.7(e) | Outstanding notices?                                      | No  |
| 3.7(g) | Flood and coastal erosion risk management                 | A statutory notice has not been served in relation to this property with regards to either section 21, 24 or 25 - Land Drainage Act 1991. No designation, consent or enforcement notice to designate or regulate activities on designated structures or features that affect flood risk have been served on this property by Norfolk County Council under Sched. 1 of the Flood and |

Please Note: If a road, footpath or footway is not highway, there may be no right to use it. The Council cannot express an opinion, without seeing the title plan of the property and carrying out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.

Signed



**NORFOLK COUNTY COUNCIL  
LAND CHARGES ENQUIRIES**

**North Norfolk District Council**  
Date Completed: 28 September 2018

| Serial No.    | Box B   | Box C |
|---------------|---|-------|
| 1/2480/2018/0 | 44A<br>STATION ROAD<br><br>SHERINGHAM<br>NR26 8RG |       |

These responses should be read in conjunction with the footnotes.

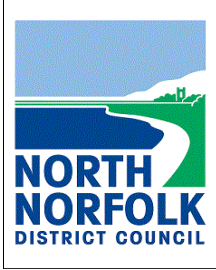
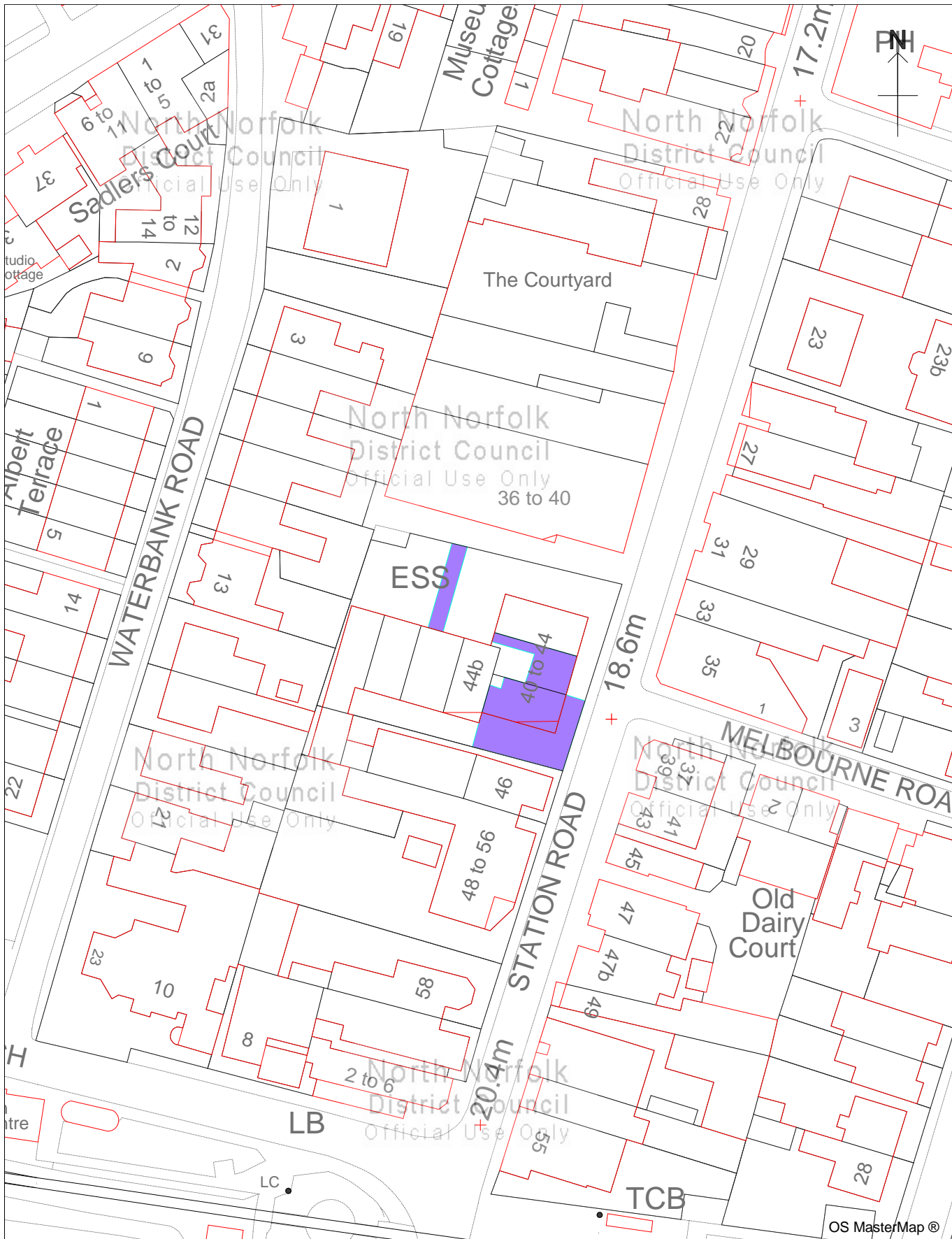
Water Management Act 2010 (FWM Act 2010). Please note: 1) The above information is limited to the data we hold as a Lead Local Flood Authority in pursuance of our duties under the FWM Act 2010 and the Land Drainage Act 1991. 2) This search relates to notices issued by NCC since commencement of this function in April 2012. There may be notices issued by other Risk Management Authorities in relation to this property. These include: 1) Internal Drainage Boards (ordinary watercourses across 20% of Norfolk) 2) District Councils (coastal erosion) 3) Environment Agency (main rivers, coastal flooding & large raised reservoirs)

- |        |                                   |    |
|--------|-----------------------------------|----|
| 3.9(g) | A listed building repairs notice? | No |
| 3.9(h) | Acquisition of listed building?   | No |
| 3.9(i) | Building preservation notice?     | No |
| 3.12   | Compulsory purchase order?        | No |

Signed



Please Note: If a road, footpath or footway is not highway, there may be no right to use it. The Council cannot express an opinion, without seeing the title plan of the property and carrying out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.



2480

North Norfolk District Council  
 Council Offices, Holt Road, Cromer, Norfolk, NR27 9EN  
 Tel: 01263 513811 Fax: 01263 515042

Scale = 1:750 +USERID+

+TIMEDATE+

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 Ordnance Survey 100018623

Aerial Photos ©Getmapping plc





Order Reference: G2374369-1  
Produced on: 01 October 2018



## COMMERCIALDW Drainage and Water Enquiry

The information in this document refers to:

44A Station Road  
Sheringham  
NR26 8RG

This document was ordered by:

Searchflow Ltd  
42 Kings Hill Avenue  
Kings Hill  
West Malling  
ME19 4AJ

Customer reference: SF26964806000

**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: G2374369-1.**

### Interpretation of Drainage and Water Search

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

### Enquiries and Responses

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

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

This was requested on 26 September 2018 and completed on 01 October 2018

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

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

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

Osprey House, 1 Percy Road, Huntingdon  
Cambridgeshire, PE29 6SZ  
DX 123730 Huntingdon 6  
Tel: 0800 085 8050  
Fax: 01480 323890  
[www.geodesys.com](http://www.geodesys.com)

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The result? Indispensable peace of mind, whether your transaction is local, regional or further afield.

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[www.geodesys.com](http://www.geodesys.com)



**GEODESYS**  
Land and property information

## Summary of Responses

| Question   | Answer                                |
|--|---------------------------------------|
| 1 Where relevant, please include a copy of an extract from the public sewer map  | <b>Map Included</b>                   |
| 2 Where relevant, please include a copy of an extract from the map of waterworks   | <b>Map Included</b>                   |
| 3 Does foul water from the property drain to a public sewer?   | <b>Yes</b>                            |
| 4 Does surface water from the property drain to a public sewer?  | <b>Yes</b>                            |
| 5 Is a surface water drainage charge payable?  | <b>See Details</b>                    |
| 6 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?   | <b>No</b>                             |
| 6.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?  | <b>No</b>                             |
| 7 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?   | <b>Yes</b>                            |
| 7.1 Does the public sewer map indicate any pumping station or any other ancillary apparatus within 50 metres of any buildings within the property?   | <b>No</b>                             |
| 8 Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?              | <b>No</b>                             |
| 9 Has a Sewerage Undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain? | <b>Not Applicable</b>                 |
| 10 Is any building within the property at risk of internal flooding due to overloaded public sewers?   | <b>No</b>                             |
| 11 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works   | <b>See Details</b>                    |
| 12 Is the property connected to mains water supply?  | <b>Yes</b>                            |
| 13 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?   | <b>No</b>                             |
| 14 Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?           | <b>No</b>                             |
| 15 Is the property at risk of receiving low water pressure or flow?  | <b>No</b>                             |
| 16 What is the classification of the water supply for the property?  | <b>See Details</b>                    |
| 17 Please include details of the location of any water meter serving the property  | <b>See Details</b>                    |
| 18.1 Who is responsible for providing the sewerage services for the property?  | <b>Anglian Water Services Limited</b> |
| 18.2 Who is responsible for providing the water services for the property?   | <b>Anglian Water Services Limited</b> |
| 19 Who bills the property for sewerage services?   | <b>See Details</b>                    |
| 20 Who bills the property for water services?  | <b>See Details</b>                    |
| 21 Is there a meter installed at the property?   | <b>Yes</b>                            |
| 22 Is there any easement giving Anglian Water the right of access to defined assets located within the boundary of the property?   | <b>No</b>                             |
| 23 Are there any trade effluent consents relating to this site/property  | <b>No</b>                             |

## Did you know?

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

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

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

## Professional Standards



Geodesys is an executive member of CoPSO (Council of Property Search Organisations), the trade association working towards a more efficient and effective market for searches.



We also comply with the rules set out in the PCCB (Property Codes Compliance Board) Search Code, a code of practice that ensures the delivery of high quality products across the property search industry. See Appendix 4 for more information.



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.



Geodesys is certified to ISO 9001 (Quality) and ISO 22301 (Business Continuity) management systems by LRQA. This helps ensure that we minimise any systems downtime by having plans in place for dealing with the unexpected and managing risk.

## Private Sewer Transfer

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

## Mapping Services

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Answer** The public sewer map included indicates that there 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 4.73 kilometres to the East of the property. The name of the sewage treatment works is CROMER STW (Anglian Water Services Ltd).

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

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

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

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

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

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

**Question 14 Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?**

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

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



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

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

**Informative** "Low water pressure" means water pressure below the reference level which is the minimum pressure when demand on the system is not abnormal. We maintain a Low Pressure Register of properties that are at risk of persistently receiving pressure below the reference level, provided that allowable exclusions do not apply. (i.e. events which can cause pressure to temporarily fall below the reference level). Water Companies are required to include in the Regulatory Register that is reported annually to the Director General of Water Services properties receiving pressure below the reference level, provided that allowable exclusions do not apply. (i.e. events which can cause pressure to temporarily fall below the reference level).  
The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap (mst). The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap.  
The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10 metres head on the customers' side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or 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 135.800000mg/l which is defined as Very Hard by Anglian Water Services Limited.

**Informative** Water hardness can be expressed in various indices for example the hardness settings for dishwashers are commonly expressed in Clark's degrees, but check with the manufacturer as there are also other units. The following table shows the normal ranges of hardness.

| Classification | Calcium (mg/l or ppm) | Calcium Carbonate (mg/l or ppm) | Degrees Clark | Degrees French | Degrees German | mmol/l (Millimoles of ca/l) |
|----------------|-----------------------|---------------------------------|---------------|----------------|----------------|-----------------------------|
| Very Hard      | 135.800000            | 339.400000                      | 23.800000     | 33.900000      | 19.000000      | 3.400000                    |

### 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 not within a building within the property, and in particular is located XXBOXING U.LOUNGE WDW.

### 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](http://www.anglianwater.co.uk)

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

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

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

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

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

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

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

**Answer** Records indicate that there is a meter(s) installed at the property.  
The meter serial number is: 16F2781684  
The property reference number is: 0015905365

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

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

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

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

As a general rule, easement widths are as follows:

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

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

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

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

**Informative** The Trade effluent consent applies to premises in the vicinity of the premises the subject of this search, but it is for the applicant to satisfy itself as to the suitability of the consent for its client's requirements. If, in the case of any trade premises, any trade effluent is discharged without such consent or other authorisation, the occupier of the premises shall be guilty of an offence. The occupier of any trade premises in the area of Anglian Water Services Limited may only discharge any trade effluent proceeding from those premises into Anglian Water Services Limited's sewers if he does so with Anglian Water Services Limited's consent. Please note any existing consent is dependant on the business being carried out at the property and will not transfer automatically upon change of ownership. To view trade effluent consents and/or our database for free please contact the following: Environmental Standards Team, Environmental Regulation, Lancaster House, Ermine Business Park, Huntingdon, Cambridgeshire, PE29 6XU or email: [Trade\\_Effluent\\_Regulation@anglianwater.co.uk](mailto:Trade_Effluent_Regulation@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) In providing you with this Report, we will comply with the Search Code.
- g) 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.

### 6) Customer Complaints Procedure

- a) Geodesys offer a robust complaints procedure which can be found by visiting <http://www.geodesys.com/complaints-process/>
- b) If your complaint has gone through our complaints procedure and you are dissatisfied with the response or it has exceeded our response timescales, you may refer your complaint for consideration under The Property Ombudsman Scheme (TPOs). You can obtain further information by visiting [www.tpos.co.uk](http://www.tpos.co.uk) or email [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

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

### Private Sewer Transfer

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

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

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

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

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

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

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

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

### Sewers owned by Anglian Water

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

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

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



### Terraced properties

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

### Semi-detached

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

### Detached

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

### Apartment/Flats

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

## Pumping Stations

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

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

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

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

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

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

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

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

## SuDS (Sustainable Drainage Systems)

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

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

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

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

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

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

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

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

### Some useful contacts:

#### For supply queries

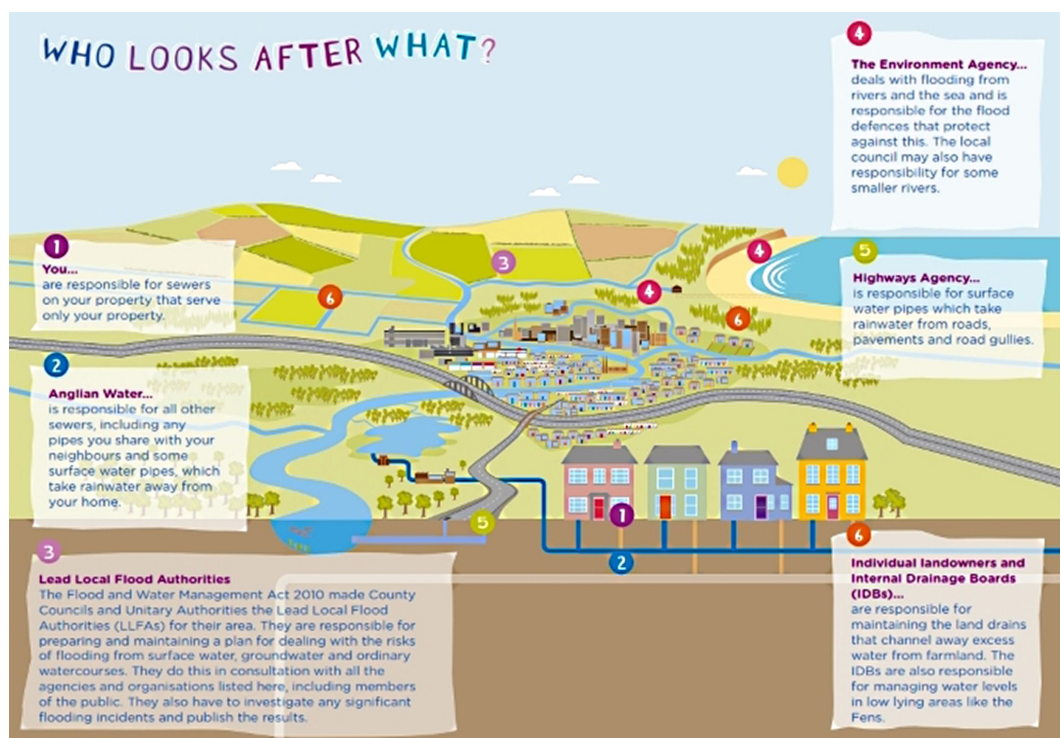
Water and sewerage queries, interruption to services and emergencies

**03457 145 145**

24/7 service

#### In Your Area

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





## APPENDIX 4: Important Consumer Protection Information

This search has been produced by Geodesys, a trading name of Anglian Water Services Ltd. Our address is - Osprey House, 1 Percy Road, Huntingdon, Cambridgeshire, PE29 6SZ. To contact us - Tel 0800 085 8050 or email [customer.services@geodesys.com](mailto:customer.services@geodesys.com). Geodesys is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

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

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 property 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 with 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, Geodesys is confirming that they keep to the principles of the Code. This provides important protection to you.

### The Code's core principles

Firms which subscribe to the Search Code will:

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

Please email [customer.services@geodesys.com](mailto:customer.services@geodesys.com) if you would like a copy of the Search Code

### Complaints

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. If you have a query or complaint about your search, you should raise it directly with us, and if appropriate ask for any complaint to be considered under our formal internal complaints procedure. We will always try to resolve a query or complaint immediately. If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman Scheme (TPOS). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of Geodesys failing to keep to the Code.

If it is not possible to resolve your complaint immediately, we will:

- take all of the details and investigate your complaint under our formal complaints procedure. If we do not contact you within 5 working days of you raising the complaint, you will be entitled to £50 compensation
- always aim to resolve a complaint fully and in writing within 5 working days, but no later than 20 working days of receipt
- keep you informed by letter, telephone or email as you prefer should we need more time to resolve the matter
- provide a final response, in writing, at the latest within 40 working days of receipt
- liaise, at your request, with anyone acting formally on your behalf

If 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

Complaints should be sent to: Customer Services, Geodesys, Osprey House, 1 Percy Road, Huntingdon, Cambridgeshire PE29 6SZ, Tel: 0800 085 8050, Email: [customer.services@geodesys.com](mailto:customer.services@geodesys.com)

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman Scheme (TPOS).

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](http://www.tpos.co.uk)  
Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

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





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Date: 28/09/18 Scale: 1:1000 Map Centre: 615787,343128 Title: G2374369-1

**COMMERCIALDW**  
DRAINAGE AND WATER ENQUIRY

- Water Main (Potable) Blue line
- Decommissioned Water Blue line with inverted triangles
- Water Main (Raw) Blue line with 'RAW' text
- Hydrant
- Fitting



This plan is provided by Anglian Water pursuant to 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 2018 Ordnance Survey 100022432. This map is to be used for the purposes of viewing the location of Anglian Water plant only. Any other uses of the map data or further copies is not permitted. This notice is not intended to exclude or restrict liability for death or personal injury resulting from negligence.



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Date: 28/09/18 Scale: 1:1000 Map Centre: 615787,343128 Title: G2374369-1

**COMMERCIALDW**  
DRAINAGE AND WATER ENQUIRY

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

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

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

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



This plan is provided by Anglian Water pursuant to 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 2018 Ordnance Survey 100022432. This map is to be used for the purposes of viewing the location of Anglian Water plant only. Any other uses of the map data or further copies is not permitted. This notice is not intended to exclude or restrict liability for death or personal injury resulting from negligence.





## Drinking Water Quality Report for the Wells Public Water Supply Zone (NE02)

Report period: January 2018 to March 2018

### Your drinking water supply

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

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

### Source:

Your drinking water supply comes from a groundwater source (borehole).

### Hardness:

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

| Total hardness as Calcium (mg/l) | Total hardness as Calcium carbonate (mg/l) | Total hardness as Degrees Clark (°Clark or °e) | Total hardness as Degrees French (°f) | Total hardness as Degrees German (°dH) | Total hardness as millimoles (mmol/l of Ca) |
|----------------------------------|--|--|---------------------------------------|--|---|
| 139.6                            | 349  | 24.29  | 34.9                                  | 19.823                                 | 3.49  |

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

### Fluoride:

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

### Chlorine:

Disinfection is important to ensure there are no harmful organisms in the water. We use chlorine to disinfect drinking water supplies. No ammonia is added in this process which means your water supply is not chloraminated.

### Lead:

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

### Drinking water sample results:

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

| Parameter  | Legal Limit                                    | Units          | Number of samples taken | Sample Results |         |         | Number of samples not meeting legal limit |
|--|--|----------------|-------------------------|----------------|---------|---------|---|
|  |  |                |                         | Minimum        | Average | Maximum |   |
| <b>MICROBIOLOGICAL PARAMETERS</b>                |  |                |                         |                |         |         |   |
| Clostridium perfringens                          | 0  | No. per 100 ml | 7                       | 0              | 0       | 0       | 0   |
| Coliform bacteria                                | 0  | No. per 100 ml | 4                       | 0              | 0       | 0       | 0   |
| Colony counts (3 day at 22°C)                    | No abnormal change                             | No. per 1 ml   | 1                       | 0              | 0       | 0       | 0   |
| E. coli  | 0  | No. per 100 ml | 4                       | 0              | 0       | 0       | 0   |
| Enterococci                                      | 0  | No. per 100 ml | 1                       | 0              | 0       | 0       | 0   |
| <b>CHEMICAL PARAMETERS</b>                       |  |                |                         |                |         |         |   |
| 1,2-dichloroethane                               | 3  | µg/l           | 7                       | <0.164         | <0.164  | <0.164  | 0   |
| Alkalinity (as calcium carbonate)                | No legal Limit                                 | mg/l           | 1                       | 239            | 239     | 239     | 0   |
| Aluminium  | 200  | µg/l           | 1                       | <14            | <14     | <14     | 0   |
| Ammonium   | 0.5  | mg/l           | 1                       | <0.042         | <0.042  | <0.042  | 0   |
| Antimony   | 5  | µg/l           | 1                       | <0.13          | <0.13   | <0.13   | 0   |
| Arsenic  | 10   | µg/l           | 1                       | 0.36           | 0.36    | 0.36    | 0   |
| Benzene  | 1  | µg/l           | 7                       | <0.078         | <0.078  | <0.078  | 0   |
| Benzo(a)pyrene                                   | 0.01   | µg/l           | 1                       | <0.001         | <0.001  | <0.001  | 0   |
| Boron  | 1  | mg/l           | 7                       | <0.068         | <0.068  | <0.068  | 0   |
| Bromate  | 10   | µg/l           | 7                       | <0.35          | <0.35   | <0.35   | 0   |
| Cadmium  | 5  | µg/l           | 1                       | 0.01           | 0.01    | 0.01    | 0   |
| Calcium  | No legal Limit                                 | mg/l           | 1                       | 134            | 134     | 134     | 0   |
| Chloride   | 250  | mg/l           | 7                       | 48             | 61.5    | 93.6    | 0   |
| Chlorine (free)                                  | No legal Limit                                 | mg/l           | 4                       | 0.25           | 0.35    | 0.4     | 0   |
| Chlorine (total)                                 | No legal Limit                                 | mg/l           | 4                       | 0.41           | 0.49    | 0.54    | 0   |
| Chromium   | 50   | µg/l           | 1                       | <0.673         | <0.673  | <0.673  | 0   |
| Colour   | 20   | mg/l           | 1                       | <0.34          | <0.34   | <0.34   | 0   |
| Conductivity                                     | 2500   | µS/cm @ 20 °C  | 9                       | 580            | 685     | 751     | 0   |
| Copper   | 2  | mg/l           | 1                       | 0.03           | 0.03    | 0.03    | 0   |
| Cyanide  | 50   | µg/l           | 7                       | <1             | <1      | <1      | 0   |
| Fluoride   | 1.5  | mg/l           | 2                       | 0.147          | 0.147   | 0.147   | 0   |
| Hardness (total) as calcium                      | No legal Limit                                 | mg/l           | 1                       | 139.6          | 139.6   | 139.6   | 0   |
| Iron   | 200  | µg/l           | 1                       | <7             | <7      | <7      | 0   |
| Lead   | 10   | µg/l           | 1                       | <0.16          | <0.16   | <0.16   | 0   |
| Magnesium  | No legal Limit                                 | mg/l           | 1                       | 3.54           | 3.54    | 3.54    | 0   |
| Manganese  | 50   | µg/l           | 1                       | <1             | <1      | <1      | 0   |
| Mercury  | 1  | µg/l           | 7                       | <0.029         | <0.029  | <0.029  | 0   |
| Nickel   | 20   | µg/l           | 1                       | 1.69           | 1.69    | 1.69    | 0   |
| Nitrate  | 50   | mg/l           | 1                       | 41.5           | 41.5    | 41.5    | 0   |
| Nitrite  | 0.5  | mg/l           | 1                       | <0.009         | <0.009  | <0.009  | 0   |
| Nitrite/Nitrate                                  | 1  |                | 1                       | 0.83           | 0.83    | 0.83    | 0   |
| Odour  | Acceptable to consumers and no abnormal change | Dilution No.   | 1                       | 0              | 0       | 0       | 0   |
| PAHs (sum of 4)                                  | 0.1  | µg/l           | 1                       | 0              | 0       | 0       | 0   |
| pH (hydrogen ion)                                | 6.5 - 9.5                                      | pH value       | 1                       | 7.4            | 7.4     | 7.4     | 0   |
| Phosphorus                                       | No legal Limit                                 | µg/l           | 2                       | 596            | 611     | 625     | 0   |
| Potassium  | No legal Limit                                 | mg/l           | 1                       | <1.373         | <1.373  | <1.373  | 0   |
| Selenium   | 10   | µg/l           | 1                       | 0.97           | 0.97    | 0.97    | 0   |
| Sodium   | 200  | mg/l           | 1                       | 24.3           | 24.3    | 24.3    | 0   |
| Solvents (tetrachloroethane and trichloroethene) | 10   | µg/l           | 7                       | 0              | 0       | 0       | 0   |
| Sulphate   | 250  | mg/l           | 7                       | 34.9           | 53.9    | 64.1    | 0   |
| Taste  | Acceptable to consumers and no abnormal change | Dilution No.   | 1                       | 0              | 0       | 0       | 0   |
| Temperature                                      | No legal Limit                                 | °C             | 4                       | 6              | 7.6     | 9.6     | 0   |
| Tetrachloromethane                               | 3  | µg/l           | 7                       | <0.1           | <0.1    | <0.1    | 0   |
| Total organic carbon (TOC)                       | No abnormal change                             | mg/l           | 7                       | 0.82           | 1.09    | 1.45    | 0   |
| Turbidity  | 4  | NTU            | 1                       | <0.013         | <0.013  | <0.013  | 0   |
| <b>PESTICIDES</b>                                |  |                |                         |                |         |         |   |
| Metazachlor                                      | 0.1  | µg/l           | 2                       | <0.003         | <0.005  | 0.007   | 0   |
| Pesticides - Total                               | 0.5  | µg/l           | 2                       | 0              | 0.004   | 0.007   | 0   |
| Quinmerac  | 0.1  | µg/l           | 2                       | <0.006         | <0.006  | <0.006  | 0   |

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

| GLOSSARY  |   |                                  |
|---|---|----------------------------------|
| Parameter   | What it means   | Legal limit                      |
| 1,2-dichloroethane                                  | Used in industrial processes. Trace amounts may be found in some water sources. Removed by water treatment.   | 3 µg/l                           |
| Acrylamide  | A monomer not found naturally in water but found in polyacrylamide which can be used for water treatment. Use of polyacrylamide is tightly controlled.  | 0.1 µg/l                         |
| Alkalinity  | Alkalinity is the amount of calcium and magnesium salts dissolved in the water. Known as temporary hardness and removed by boiling.   | No legal limit                   |
| Aluminium   | Naturally present in some water sources. Can be used in water treatment processes but is then removed. Anglian Water do not use aluminium in any water treatment process.   | 200 µg/l                         |
| Ammonium (ammonia and ammonium ions)                | Naturally present in most water sources. Can be added as part of the disinfection process to maintain chlorine in the distribution system (known as chloramination).  | 0.5 mg/l                         |
| Antimony  | Not found naturally in drinking water. Traces found in water are likely to be due to contact with brass fittings or lead solder.  | 5 µg/l                           |
| Arsenic   | Low levels can occur naturally in some groundwater sources. Arsenic is removed by water treatment.  | 10 µg/l                          |
| Benzene   | Used in the petrochemical and plastics industry. May be present in water sources due to industrial pollution but is removed by treatment.   | 1 µg/l                           |
| Benzo(a)pyrene                                      | One of several compounds known as poly aromatic hydrocarbons (PAHs). Coal tar was historically used to line water mains to prevent corrosion; trace levels can be found in drinking water where coal tar linings are still present. | 0.01 µg/l                        |
| Boron   | Low levels may occur naturally in some water sources. Industrial discharges or detergents in treated sewage effluents can increase levels in surface waters.  | 1 mg/l                           |
| Bromate   | May occasionally be detected in groundwater sources caused by industrial pollution. Can also be formed by the reaction of naturally occurring bromide with oxidants (such as ozone) used in the disinfection of drinking water.     | 10 µg/l                          |
| Cadmium   | Low levels may occur naturally in some groundwater sources. Cadmium is removed by water treatment.  | 5 µg/l                           |
| Calcium   | Occurs naturally in water as it passes through mineral deposits and rock strata.  | No legal limit                   |
| Chloride  | A common component of salt and found naturally in most water sources.   | 250 mg/l                         |
| Chlorine (free)<br>Chlorine (total)                 | Anglian Water disinfects all water supplies using chlorine. The concentration of chlorine used is carefully controlled to ensure disinfection of the water is maintained whilst minimising any taste or odour issues for customers. | No legal limit                   |
| Chromium  | Rarely found in drinking water. Traces may be found if water has passed through rock strata containing naturally occurring chromium.  | 50 µg/l                          |
| <i>Clostridium perfringens</i>                      | Organisms found in the gut of warm blooded animals. Their presence in treated water indicates possible contamination and requires investigation.  | 0 per 100 ml                     |
| Coliform bacteria                                   | Organisms found in the environment (soil, water and vegetation). Their presence in treated water indicates possible contamination and requires investigation.   | 0 per 100 ml                     |
| Colony counts<br>- 2 day at 37°C<br>- 3 day at 22°C | Are a measure of naturally occurring harmless bacteria found in drinking water.   | No. per 1ml - No abnormal change |
| Colour  | Slight tingeing of the water can occur naturally in some water sources. It is removed by water treatment.   | 20 mg/l Pt/Co scale              |
| Conductivity  | A measure of the amount of naturally occurring dissolved inorganic substances in water.   | 2500 µS/cm at 20°C               |
| Copper  | Rarely found in water sources. Can occur in drinking water which has been in contact with copper pipes and fittings in households. May cause blue/green staining.   | 2.0 mg/l                         |
| <i>Cryptosporidium</i>                              | A parasite that can cause severe gastroenteritis. Continuous monitoring is carried out at any water treatment works classified as being at significant risk.  | No legal limit                   |
| Cyanide   | Rarely found in drinking water. Traces may be found if water has passed through rock strata containing naturally occurring cyanide.   | 50 µg/l                          |
| <i>E. coli</i> and Enterococci                      | Organisms found in the gut of warm blooded animals. Their presence in treated water indicates possible contamination and requires investigation.  | 0 per 100 ml                     |
| Epichlorohydrin                                     | Not found naturally in water but found in polyamine which can be used for water treatment. Use of polyamines is tightly controlled.   | 0.1 µg/l                         |
| Fluoride  | Occurs naturally in many water sources at varying concentrations. Fluoride is added to some drinking water supplies at the request of the local Health Authority.   | 1.5 mg/l                         |
| Gross alpha activity<br>Gross beta activity         | Both of these are measured as part of the calculation of the Total Indicative Dose (TID) for radiation (see below).   | 0.1 Bq/l<br>1 Bq/l               |
| Hardness (total)                                    | Hardness is due to the calcium and magnesium salts dissolved in the water. The geology of the Anglian Water area means all our water is hard.   | No legal limit                   |
| Iron  | Naturally occurring in many water sources. Can be present in drinking water due to the  | 200 µg/l                         |

|   |  |   |
|---|--|---|
|   | corrosion of iron water mains. Can also be used in water treatment processes but is then removed.  |   |
| Lead  | Lead is very occasionally found in water sources. It is more usually found in drinking water due to contact with lead pipes in properties built before 1970. Anglian Water dose phosphate to water supplies in areas where lead could leach from pipework, but the only permanent solution for householders is replacement of any lead pipework. | 10 µg/l   |
| Magnesium   | Occurs naturally in water as it passes through mineral deposits and rock strata.   | No legal limit  |
| Manganese   | Occurs naturally in many water sources and is removed by water treatment.  | 50 µg/l   |
| Mercury   | Rarely found in drinking water. Traces may be found if water has passed through rock strata containing naturally occurring mercury.  | 1 µg/l  |
| Nickel  | Occurs naturally in some groundwater sources. It can be found in drinking water due to contact with modern nickel coatings on domestic taps and fittings.  | 20 µg/l   |
| Nitrate   | Occurs naturally in most water sources. Increased levels in water sources can occur as a result of fertiliser use. Dilution with low nitrate water sources and water treatment reduces nitrate levels.   | 50 mg/l   |
| Nitrite   | Occurs naturally at low levels in some water sources but is removed by treatment. It is sometimes produced as a by-product when ammonia and chlorine are used together to disinfect the water.   | 0.5 mg/l (at customer taps),<br>0.1 mg/l (at water treatment works) |
| Nitrite/Nitrate   | Measure of the combined concentrations of these two compounds in drinking water. Concentration of nitrate divided by 50 + concentration of nitrite divided by 3 should be less than or equal to 1.   | 1   |
| Odour   | A measure of the aesthetic quality of drinking water. Unusual odours or tastes may indicate a problem which needs investigating.   | Acceptable to consumers and no abnormal change                      |
| Pesticides – organochlorine compounds (aldrin, dieldrin, heptachlor, heptachlor epoxide)  | Persistent in the environment but no longer used in the UK. Treatment processes are used to remove any pesticide residues where present.   | 0.03 µg/l   |
| Pesticides – other than organo chlorine compounds   | Traces of pesticides can occasionally be found in water sources as a result of agricultural and non agricultural use of pesticides in the environment. Treatment processes are used to remove any pesticide residues where present. Monitoring is carried out for the most widely used pesticides in the area of supply.                         | 0.1 µg/l  |
| Pesticides - total  | This is the sum of the concentrations of the individual pesticides detected.   | 0.5 µg/l  |
| pH (hydrogen ion)   | A measure of the acidity or alkalinity of water; pH values below 7 are acidic, 7 is neutral and above 7 are alkaline. A low pH can result in pipe corrosion.   | 6.5 (min) - 9.5   |
| PAHs (sum of 4)   | Polycyclic aromatic hydrocarbons (PAHs) may be found in drinking water where coal tar was historically used to line water mains to prevent corrosion. Those measured are benzo (b)fluoranthene, benzo(k)fluoranthene, benzo(ghi)perylene and indeno(1,2,3-cd)pyrene.   | 0.1 µg/l (sum of 4)   |
| Phosphorus  | Occurs naturally in water but can be added during water treatment in the form of phosphate to minimise the amount of lead which can be dissolved in water.   | No legal limit  |
| Potassium   | Occurs naturally in water as it passes through mineral deposits and rock strata.   | No legal limit  |
| Selenium  | Rarely found in drinking water. Traces may be found if water has passed through rock strata containing naturally occurring selenium.   | 10 µg/l   |
| Sodium  | Low levels occur naturally in many water sources. Domestic water softeners can increase the sodium concentration. Softened water should not be used for drinking, cooking and preparing babies' feeds.   | 200 mg/l  |
| Solvents (tetrachloroethane and trichloroethene)  | This standard is the sum of both solvents. Traces may be found in water sources due to industrial pollution. Solvents are removed using specialist treatment.  | 10 µg/l for the sum of both   |
| Sulphate  | Occurs naturally in many water sources after contact with mineral deposits and rock strata.  | 250 mg/l  |
| Taste   | A measure of the aesthetic quality of drinking water. Unusual odours or tastes may indicate a problem which needs investigating.   | Acceptable to consumers and no abnormal change                      |
| Temperature   | This is a measure of the water temperature when samples are taken.   | No legal limit  |
| Tetrachloromethane  | A solvent sometimes found in water sources due to industrial pollution. Solvents are removed using specialist treatment.   | 3 µg/l  |
| Total Indicative Dose (TID)   | TID is the effective dose of radiation exposure the body may receive through drinking water. It is required to be measured if the gross alpha or gross beta activities (see above) exceed the screening values.  | 0.1 mSv/year  |
| Total Organic Carbon (TOC)  | A measure of the total amount of organic matter in the water.  | No abnormal change  |
| Trihalomethanes (THMs) (total)  | Can be formed during the disinfection of water supplies if chlorine reacts with naturally occurring organic substances.  | 100 µg/l  |
| Tritium   | Tritium is a radioactive isotope of hydrogen which is found naturally in water at very low levels.   | 100 Bq/l  |
| Turbidity   | This is a measure of the cloudiness of the water.  | 4 NTU at customer taps<br>1 NTU at water treatment works            |
| Vinyl chloride  | Not found naturally in water. May be found in water pipes containing polyvinyl chloride (PVC). Concentrations are strictly controlled by product specification.  | 0.5 µg/l  |
| Further information can be found on the Anglian Water and Drinking Water inspectorate websites:<br><a href="http://www.anglianwater.co.uk">www.anglianwater.co.uk</a><br><a href="http://www.dwi.gov.uk">www.dwi.gov.uk</a> |  |   |



Report Reference: SF-5480912  
Your Reference: SF26964807000  
Report Date: 26 Sep 2018  
Report Delivery Method: **Email - pdf**  
Client Email: searchreturns@searchflowsearches.co.uk

## **Groundsure Floodview**

**Address: 44A Station Road Sheringham, NR26 8RG**

Dear Sir/Madam,

Thank you for placing your order with SearchFlow. Please find enclosed the Groundsure Floodview report as requested.

If you need any further assistance, please do not hesitate to contact our helpline on 0870 787 7625 quoting the above report reference number

Yours faithfully,

SearchFlow

Enc.  
Groundsure Floodview

Report Reference: SF-5480912



# Groundsure Floodview

Address: 44A Station Road Sheringham, NR26 8RG

Date: 26 Sep 2018

Your Reference: SF26964807000

Client: Searchflow Ltd



# Aerial Photograph of Study Site



Aerial photography supplied by Getmapping PLC.  
© Copyright Getmapping PLC 2003. All Rights Reserved.

Site Name: 44A Station Road Sheringham, NR26 8RG

Grid Reference: 615788,343132

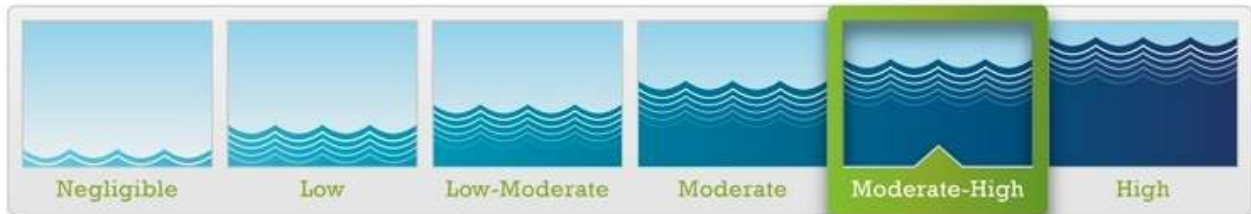
Size of Site: 0.04 ha

Report Reference: [SF-5480912](#)

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## Executive Summary: Flood Risk

The following opinion is provided by Groundsure on the basis of the information available at the time of writing and contained within this report.



|  |             |
|--|-------------|
| Is insurance cover for flooding likely to be available for the property based upon Environment Agency/Natural Resources Wales RoFRaS data? | Yes         |
| What is the highest RoFRaS risk rating for the property?   | Very Low    |
| What is the highest Environment Agency/Natural Resources Wales Flood Zone risk at the property?  | Negligible  |
| What is the risk of flooding from pluvial/surface water sources?   | Significant |
| If the site were to be redeveloped, would a NPPF flood risk assessment be required?  | Unlikely    |

## Recommendations

It is recommended that several insurers are contacted to confirm the availability of reasonably priced insurance for the property.

The purchaser may wish to make specific enquiries of the vendor regarding the history of flooding at the property.

### **Risk of Flooding from Rivers and the Sea (RoFRaS)**

As the site lies within or in close proximity to an area with a Very Low risk rating in the RoFRaS database, no further recommendations are required.

### **Environment Agency/Natural Resources Wales Flood Zones**

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No guidance required.

### **Groundwater Flooding**

Where limited potential for groundwater flooding to occur is indicated, this means that although given the geological conditions there may be a groundwater flooding hazard. Unless other relevant information, e.g. records of previous flooding, suggests groundwater flooding has occurred before in this area you need take no further action in relation to groundwater flooding hazard.

### **Development Guidance**

No guidance required.

### **JBA Surface Water (Pluvial) Flooding**

As the site lies within an area considered to be at Significant risk of surface water flooding (with a predicted depth of flooding of between 0.3m and 1m in a 1 in 75 year flooding event), it is recommended that a purchaser obtains a more detailed flood risk assessment. Some insurers may choose to not provide insurance cover for properties with a Significant risk of surface water flooding. The detailed flood risk assessment will further quantify the risk of flooding at the site as well as examining the history of flooding at the site, reviewing the standard of protection afforded to the site and providing a quote for a Full Flood Risk Assessment to meet the requirements of NPPF, if required. A Groundsure Flooding Desktop Report is available from Groundsure from £500 + VAT. Please contact Groundsure for further details.

Alternatively, a purchaser may wish to consider reducing the impact of flooding at the property by installing flood protection measures at the site. Such measures may help reduce the effects of flooding at the property if flood defences are absent or are breached, and may assist in obtaining insurance for the site. Further information on flood protection measures may be obtained from the National Flood Forum or the Flood Protection Association.

### **Historic Flood Events**

The site is not recorded to have been subject to historic flooding. However, the absence of data does not provide a definitive conclusion that the site has never flooded, only that the Environment Agency/Natural Resources Wales hold no record of any flooding at the site.

## **Additional Matters**

|                    |  |
|--------------------|--|
| Riparian ownership | If your land abuts a river, stream or ditch, you may have responsibility to maintain this watercourse, even if Title Deeds show the property boundary to be adjacent to the watercourse. This includes the responsibility for clearing debris and obstructions which may impede the free passage of water and fish, and also includes the responsibilities to accept flood flows through your land, even if these are caused by inadequate capacity downstream. There is no duty in common law for a landowner to improve the drainage capacity of a watercourse. Please contact Groundsure if you need further advice on riparian ownership issues relating to this property. |
|--------------------|--|

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**Sewerage  
Flooding**

Extreme rainfall events may overwhelm sewerage systems and cause local flooding. The water and sewerage companies within the UK are required to maintain 'DG5 - At Risk Registers' which record properties that have flooded from sewers and/or are considered to be at risk of flooding from sewers in the future. If your property is on the 'At Risk' Register, this may be recorded within a standard CON29 Drainage and Water search.

# Overview of Findings

For further details on each dataset, please refer to each individual section in the main report as listed.

| <b>Report Section</b>  |  |
|--|--|
| <b>1. Environment Agency/Natural Resources Wales Flood Zones</b>   |  |
| 1.1 Are there any Environment Agency/Natural Resources Wales Zone 2 floodplains within 250m of the study site? | No   |
| 1.2 Are there any Environment Agency/Natural Resources Wales Zone 3 floodplains within 250m of the study site? | No   |
| 1.3 Are there any Flood Defences within 250m of the study site?  | No   |
| 1.4 Are there any areas benefiting from Flood Defences within 250m of the study site?                          | No   |
| 1.5 Are there any areas of Proposed Flood Defences within 250m of the study site?                              | No   |
| 1.6 Are there any areas used for Flood Storage within 250m of the study site?                                  | No   |
| <b>2. Risk of Flooding from Rivers and the Sea (RoFRaS)</b>  |  |
| 2.1 What is the Risk of Flooding from Rivers and the Sea (RoFRaS) Flood Rating for the study site?             | Very Low                                   |
| <b>3. Historic Flood Events</b>  |  |
| 3.1 Has the site been subject to past flooding as recorded by the Environment Agency/Natural Resources Wales?  | No   |
| <b>4. Surface Water Floods</b>   |  |
| 4.1 Is the site or any area within 50m at risk of Surface Water (Pluvial) Flooding?                            | Yes  |
| <b>5. Groundwater Flooding</b>   |  |
| 5.1 What is the maximum BGS Groundwater Flooding susceptibility within 50m of the study site?                  | Limited potential for groundwater flooding |
| 5.2 What is the BGS confidence rating for the Groundwater Flooding susceptibility areas?                       | Low  |
| <b>6. BGS Geological Indicators of historic flooding</b>   |  |
| 6.1 Are there any geological indicators of historic flooding within 250m of the study site?                    | No   |
| <b>7. JBA Reservoir failure</b>  |  |

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7.1 Is the property located in an area identified as being at potential risk in the event of a reservoir failure?

No

## Using this Report

The following report is designed by Environmental Consultants for commercial property transactions bringing together the most up-to-date market leading environmental data. This report is provided under and subject to the Terms & Conditions agreed between Groundsure and the Client.

### Note: Maps

Only certain features are placed on the maps within the report. All features represented on maps found within this search are given an identification number. This number identifies the feature on the mapping and correlates it to the additional information provided below. This identification number precedes all other information and takes the following format -Id: 1, Id: 2, etc. Where numerous features on the same map are in such close proximity that the numbers would obscure each other a letter identifier is used instead to represent the features. (e.g. Three features which overlap may be given the identifier "A" on the map and would be identified separately as features 1A, 3A, 10A on the data tables provided).

Where a feature is reported in the data tables to a distance greater than the map area, it is noted in the data table as "Not Shown".

All distances given in this report are in Metres (m). Directions are given as compass headings such as N: North, E: East, NE: North East from the nearest point of the study site boundary.

## Flood Risk Framework

The Flood Risk Assessment section is based on datasets covering a variety of different flooding types. No inspection of the property or of the surrounding area has been undertaken by Groundsure or the data providers. The modelling of flood hazards is extremely complex and in creating a national dataset certain assumptions have been made and all such datasets will have limitations. These datasets should be used to give an indication of relative flood risk rather than a definitive answer. Local actions and minor variations, such as blocked drains or streams etc. can greatly alter the effect of flooding. A low or negligible modelled flood risk does not guarantee that flooding will not occur. Nor will a high risk mean that flooding definitely will occur. Groundsure's overall flood risk assessment takes account of the cumulative risk as assessed within the Environment Agency/Natural Resources Wales's RoFRaS and Flood Zone datasets, Historic Flood Events and surface water (pluvial) flooding.

This report provides an overall risk ranking of flooding potential at the site as well as answering the following key questions:

### Is insurance likely to be available for the property?

A number of insurance companies providing cover for flood risk use this data as the basis of their risk model, although they may also utilise additional information such as claims histories, which may further influence their decision. Where a significant risk of flooding is identified flood risk insurance may be difficult to obtain without further work being undertaken. Property owners of sites within Low and Medium risk areas are still considered to be at risk of flooding and insurance premiums may be increased as a result. Owners of properties within Low, Medium and High risk areas are advised to sign up to the Environment Agency/Natural Resources Wales's Flood Warning scheme.

- Very Low – the chance of flooding from rivers or the sea is considered to be Less than 1 in 1000 (0.1%) chance in any given year.
- Low – the chance of flooding from rivers or the sea is considered to be less than 1 in 100 (1%) but greater than or equal to 1 in 1000 (0.1%) chance in any given year.
- Medium - the chance of flooding from rivers or the sea is considered to be less than 1 in 30 (3.3%) but greater than or equal to 1 in 100 (1%) chance in any given year.
- High – the chance of flooding from rivers or the sea is considered to be greater than or equal to 1 in 30 (3.3%) chance in any given year.

### What is the Environment Agency/Natural Resources Wales RoFRaS risk rating for the property?

This rating is based upon the highest RoFRaS risk band to be found within the site boundary. See above for an explanation of RoFRaS risk banding.

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## What is the highest Environment Agency/Natural Resources Wales Flood Zone risk at the site?

The Environment Agency/Natural Resources Wales estimates the annual probability of flooding from rivers and the sea as:-

- Zone 1 – little or no risk with an annual probability of flooding from rivers and the sea of less than 0.1%.
- Zone 2 – low to medium risk with an annual probability of flooding of 0.1-1.0% from rivers and 0.1-0.5% from the sea.
- Zone 3 (or Zone 3a) – high risk with an annual probability of flooding of 1.0% or greater from rivers, and 0.5% or greater from the sea.
- Zone 3b – very high risk with the site being used as part of the functional flood plain or as a Flood Storage Area.

Where the property is in an area benefiting from flood defences these may be taken into account within the flood risk assessment provided. However it should be noted that flood defences do not entirely remove the risk of flooding, as they can fail or overtop. Owners of properties within Zone 2 and Zone 3 are advised to sign up to the Environment Agency/Natural Resources Wales's Flood Warning scheme.

## What is the risk of flooding from pluvial/surface water sources?

JBA Risk Management surface water flood map identifies areas likely to flood following extreme rainfall events, i.e. land naturally vulnerable to surface water or "pluvial" flooding. This data set was produced by simulating 1 in 75 year, 1 in 200 year and 1 in 1000 year rainfall events. Modern urban drainage systems are typically built to cope with rainfall events between 1 in 20 and 1 in 30 years, though older ones may even flood in a 1 in 5 year rainstorm event.

The model provides the maximum depth of flooding in each 5m "cell" of topographical mapping coverage. The maps include 7 bands indicating areas of increasing natural vulnerability to surface water flooding. These are:-

- 0.1m or greater in a 1 in 1,000 year rainfall event - Low
- Between 0.1m and 0.3m in a 1 in 200 year rainfall event – Low to Moderate
- Between 0.3m and 1.0m in a 1 in 200 year rainfall event - Moderate
- Greater than 1.0m in a 1 in 200 year rainfall event – Moderate to High
- Between 0.1m and 0.3m in a 1 in 75 year rainfall event - High
- Between 0.3m and 1.0m in a 1 in 75 year rainfall event – Significant
- Greater than 1.0m in a 1 in 75 year rainfall event – Highly Significant

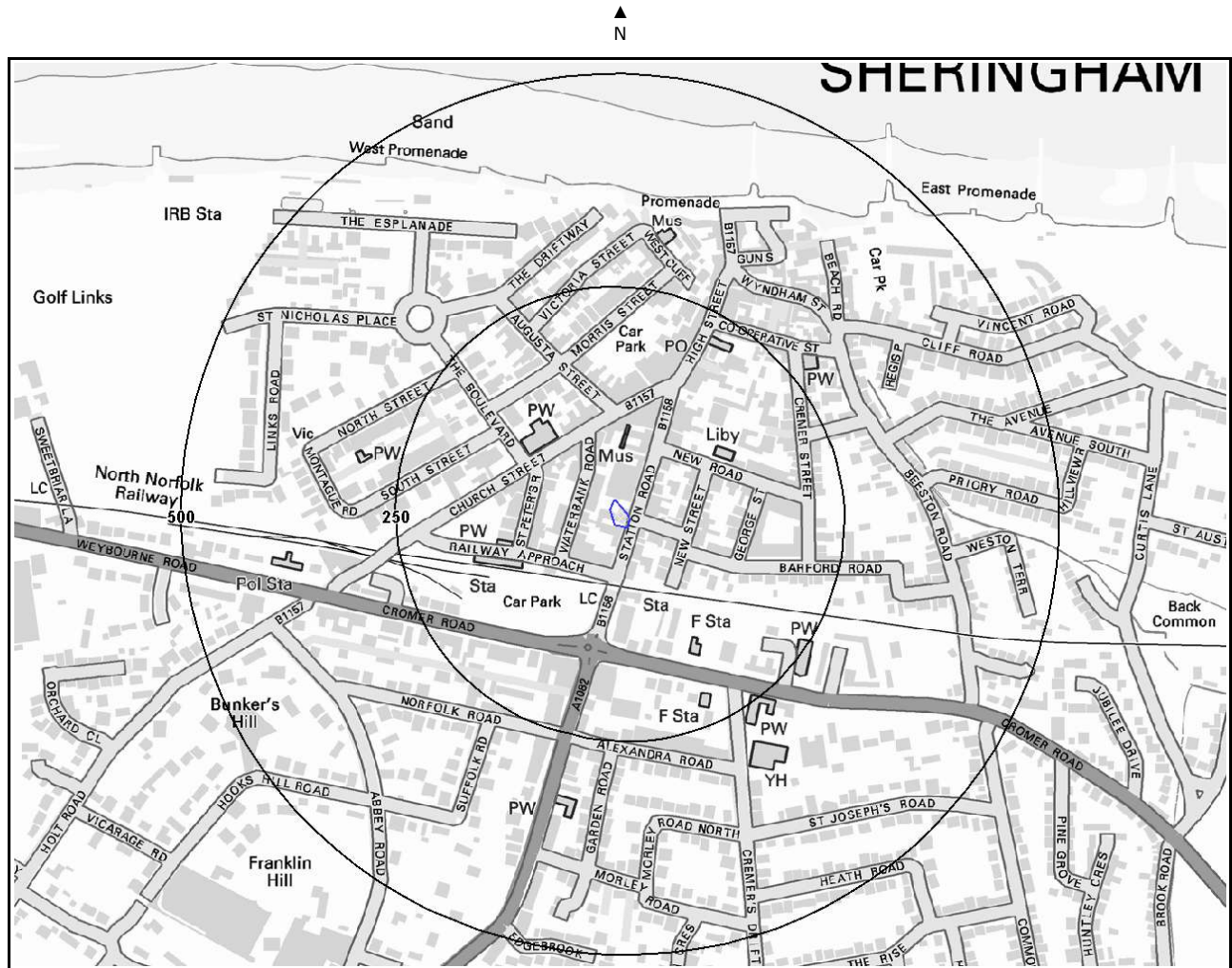
## If the site is to be redeveloped, will a Flood Risk Assessment be required under National Planning Policy Framework?

The *National Planning Policy Framework* identifies the need for Flood Risk Assessments to be carried out for developments within Flood Zones. Furthermore, any development proposals comprising one hectare or above will require a brief Flood Risk Assessment, partly due to their potential to increase flood risk elsewhere through the addition of hard surfaces and the effect of new development on surface water run-off.

The Recommendations will also highlight whether the site has been subject to an historic flood event as recorded by the Environment Agency/Natural Resources Wales. Furthermore, the recommendations will indicate whether the site is considered to lie within an area which may be susceptible to groundwater flooding. However, information regarding groundwater flooding susceptibility is not used to calculate the overall flood risk to the property due to the limitations of the database. Additionally, the flood risk assessment does not take account of flooding from sources such as burst water mains, blocked sewers or appliance failure.

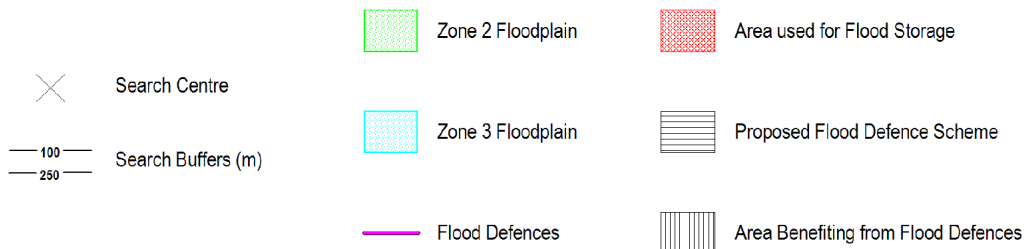


# 1. Environment Agency/Natural Resources Wales Flood Map for Planning (from rivers and the sea)



Environment Agency/Natural Resources Wales  
Flood Map for Planning Legend

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# 1. Environment Agency/Natural Resources Wales Flood Zones

## 1.1 River and Coastal Zone 2 Flooding

**Is the site within 250m of an Environment Agency/Natural Resources Wales Zone 2 floodplain? No**

Zone 2 floodplain estimates the annual probability of flooding as one in one thousand (0.1%) or greater from rivers and the sea but less than 1% from rivers or 0.5% from the sea. Any relevant data is represented on Map 1 – Flood Map for Planning:

Database searched and no data found.

## 1.2 River and Coastal Zone 3 Flooding

**Is the site within 250m of an Environment Agency/Natural Resources Wales Zone 3 floodplain? No**

Zone 3 estimates the annual probability of flooding as one in one hundred (1%) or greater from rivers and a one in two hundred (0.5%) or greater from the sea. Any relevant data is represented on Map 1 – Flood Map for Planning.

Database searched and no data found.

## 1.3 River and Coastal Flood Defences

**Are there any Flood Defences within 250m of the study site? No**

This search consists only of flood defences present in the dataset provided by the Environment Agency/Natural Resources Wales. Any relevant data is represented on Map 1 – Flood Map for Planning.

## 1.4 Areas benefiting from Flood Defences

**Are there any areas benefiting from Flood Defences within 250m of the study site? No**

Any relevant data is represented on Map 1 – Flood Map for Planning.

## 1.5 Proposed Flood Defences

**Are there any Proposed Flood Defences within 250m of the study site? No**

Guidance: This search consists only of proposed flood defences present in the dataset provided by the Environment Agency/Natural Resources Wales. Please note that proposed flood defence schemes will not influence the current RoFRaS ratings for the site.

Any relevant data is represented on Map 1 – Flood Map for Planning

This information is taken from the Environment Agency/Natural Resources Wales's database of Areas to Benefit from New and Reconditioned Flood Defences under the Medium Term Plan (MTP). The dataset contains funding allocation for the first financial year (from April). Funding for the following four financial years is not guaranteed, being only indicative, and will be reviewed annually. Projects within the Medium Term Plan qualify for inclusion in this dataset if:

- the investment leads to a change in the current standard of protection (change projects);
- the investment is a replacement or refurbishment in order to sustain the current the current standard of protection (sustain projects);

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- the project has an initial construction budget of £100,000 or more; and
- the project is included within the first five years of the MTP

The data includes all the Environment Agency/Natural Resources Wales's projects over £100K that will change or sustain the standards of flood defence in England and Wales over the next 5 years. It also includes the equivalent schemes for all Local Authority and Internal Drainage Boards. The number of households and areas of land contributing to DEFRA's Outcome Measures (OM) are also attributed i.e. could benefit from major work on flood defences.

These data also contain Intermittence Flood Maintenance Programme that show the annual maintenance programme of work scheduled to be carried by the Environment Agency/Natural Resources Wales, Local Authority or Internal Drainage Board on flood defences. Data details routine maintenance as well as intermittent work that has been funded for the coming year. The data contains a start and end coordinate defining the relevant river section where work is planned.

### **Information Warning**

Please note that the maps show the areas where investment is being made to reduce the flood and coastal erosion risk and are not detailed enough to account for individual addresses. Individual properties may not always face the same risk of flooding as the areas that surround them. Also, note that funding figures are indicative and any use or interpretation should account for future updates where annual values may change.

Every possible care is taken to ensure that the maps reflect all the data possessed by the Environment Agency/Natural Resources Wales and that they have applied their expert knowledge to create conclusions that are as reliable as possible. The Environment Agency/Natural Resources Wales consider that they have created the maps as well as they can and so should not be liable if the maps by their nature are not as accurate as might be desired or are misused or misunderstood, despite their warnings. For this reason, they are not able to promise that the maps will always be accurate or completely up to date.

This site includes mapping data licensed from Ordnance Survey used for setting the Environment Agency/Natural Resources Wales's data in its geographical context. Ordnance Survey retains the copyright of this material and it can not be used for any other purpose.

## **1.6 Areas used for Flood Storage**

**Are there any areas used for Flood Storage within 250m of the study site?**

**No**

Flood Storage Areas are considered part of the functional floodplain, and are areas where water has to flow or be stored in times of flood. The National Planning Policy Framework states that only water-compatible development and essential infrastructure should be permitted within flood storage areas, and existing development within this area should be relocated to an area with a lower risk of flooding. Any relevant data is represented on Map 1 – Flood Map for Planning.

## 2. Environment Agency/Natural Resources Wales RoFRaS Flooding Map

NW

N

NE



W

E

SW

S

SE

Environment Agency/Natural Resources Wales RoFRaS Flood Legend

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Site Outline



100  
250 Search Buffers (m)

RoFRaS Rating

Very Low

Low

Medium

High

## 2.1 Risk of Flooding from Rivers and the Sea (RoFRaS) Flood Rating (River and Coastal)

**What is the highest risk of flooding onsite?**

**Very Low**

The Environment Agency/Natural Resources Wales RoFRaS database provides an indication of river and coastal flood risk at a national level on a 50m grid with the flood rating at the centre of the grid calculated and given above. The data considers the likelihood of flood defences overtopping or breaching by considering their location, type, condition and standard of protection.

A number of insurance companies providing cover for flood risk use this data as the basis of their risk model, although they may also utilise additional information such as claims histories, which may further influence their decision. Where a high risk of flooding is identified flood risk insurance may be difficult to obtain without further work being undertaken. Property owners of sites within Low and Medium risk areas are still considered to be at risk of flooding and insurance premiums may be increased as a result. Owners of properties within Low, Medium and High risk areas are advised to sign up to the Environment Agency/Natural Resources Wales's Flood Warning scheme.

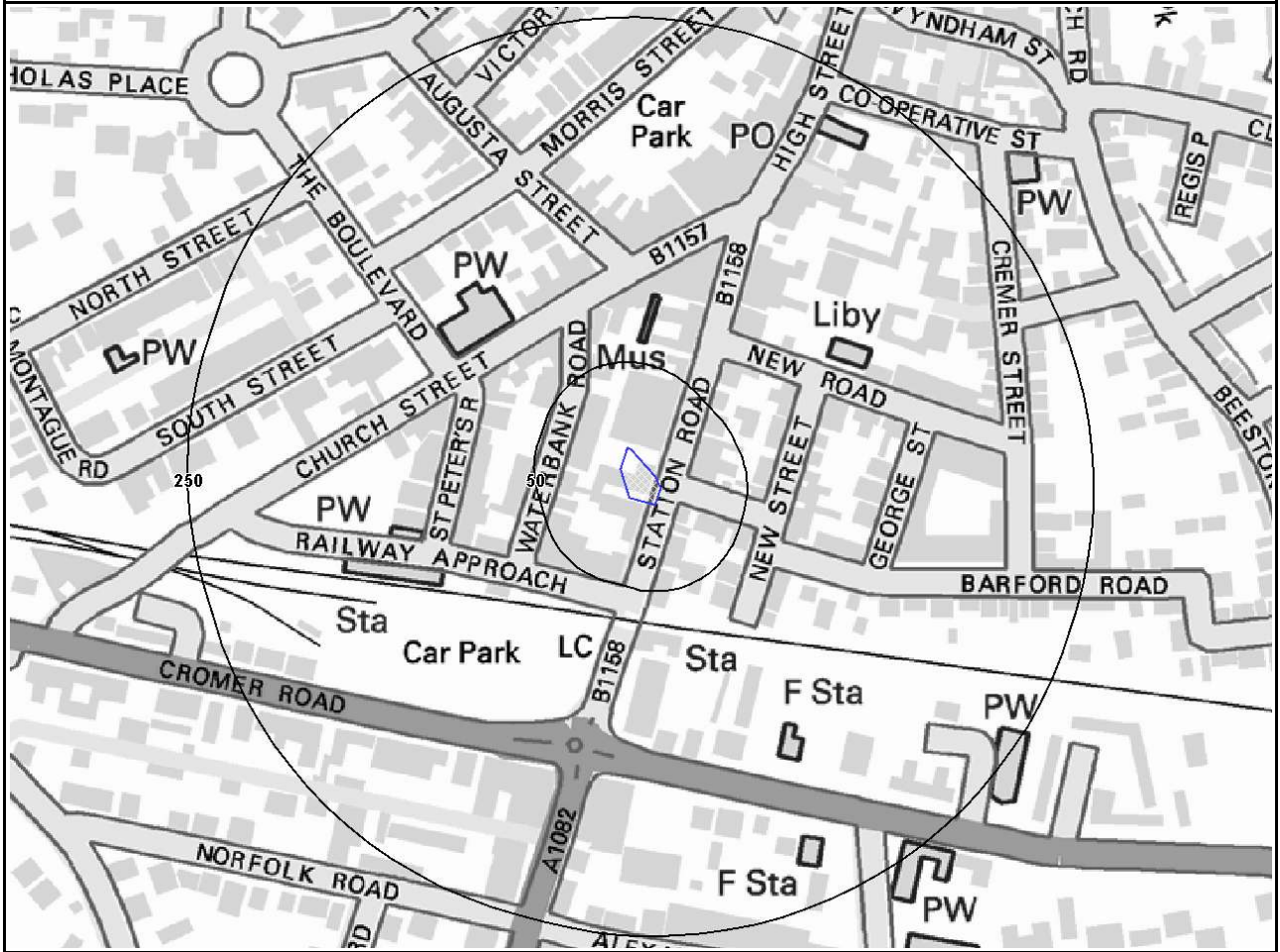
RoFRaS data for the study site indicates the property is in an area with a Very Low (less than 1 in 1000) chance of flooding in any given year.

### 3. Environment Agency/Natural Resources Wales Historic Flooding Events

NW

▲  
N

NE



◀W

▶E

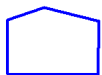
SW

▼  
S

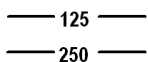
SE

Environment Agency/Natural Resources  
Wales Historic Flooding Legend

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Site Outline



Search Buffers (m)



Historic Flood Events

## 3.1 Historic Flood Outlines

**Has the site or any area within 250m of the site been subject to historic flooding as recorded by the Environment Agency/Natural Resources Wales?** **No**

This database shows the individual footprint of every flood event recorded by the Environment Agency/Natural Resources Wales and previous bodies. This data is used to understand where flooding has occurred in the past and provides details as available. Absence of a historic flood event for an area does not mean that the area has never flooded, but only that the Environment Agency/Natural Resources Wales do not currently have records of flooding within the area. Equally, a record of a flood footprint in previous years does not mean that an area will flood again, and this information does not take account of flood management schemes and improved flood defences.

Any records found within the search radius are displayed on Map 3 – Historic Flooding Events.

Historic flooding events: Database searched and no data found.

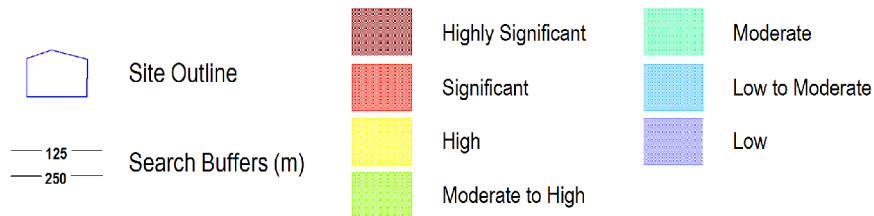
# 4. JBA Surface Water (Pluvial) Flood Map



JBA Surface Water (Pluvial) Flood Legend

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## 4. JBA Surface (Pluvial) Water Flooding

Surface Water (pluvial) flooding is defined as flooding caused by rainfall-generated overland flow before the runoff enters a watercourse or sewer. In such events, sewerage and drainage systems and surface watercourses may be entirely overwhelmed.

Surface Water (pluvial) flooding will usually be a result of extreme rainfall events, though may also occur when lesser amounts of rain falls on land which has low permeability and/or is already saturated, frozen or developed. In such cases overland flow and 'ponding' in topographical depressions may occur.

### What is the risk of pluvial flooding at the study site?

**Significant**

Guidance: The site has been assessed to be at a Significant Risk of surface water (pluvial) flooding. This indicates that this area would be expected to be affected by surface water flooding in a 1 in 75 year rainfall event to a depth of between 0.3m to 1m.

This data is provided by JBA Risk Management, © Jeremy Benn Associates Limited 2008-2014

The following pluvial (surface water) flood risk records within 50m of the study site are shown on the JBA Surface Water Flooding Map:

| Distance | Direction | Risk            |
|----------|-----------|-----------------|
| 0.0      | On Site   | Low             |
| 0.0      | On Site   | Low             |
| 0.0      | On Site   | High            |
| 0.0      | On Site   | Significant     |
| 2.0      | NE        | High            |
| 5.0      | S         | High            |
| 9.0      | NE        | High            |
| 11.0     | S         | Low             |
| 12.0     | NE        | Low             |
| 12.0     | E         | High            |
| 14.0     | NE        | High            |
| 15.0     | E         | Low             |
| 15.0     | E         | High            |
| 16.0     | S         | High            |
| 17.0     | NE        | Low             |
| 20.0     | SE        | Low             |
| 22.0     | S         | Low             |
| 26.0     | SE        | Low             |
| 28.0     | S         | Low             |
| 28.0     | S         | High            |
| 29.0     | SE        | Low to Moderate |
| 30.0     | S         | Low to Moderate |
| 33.0     | SE        | Low             |
| 34.0     | S         | Low to Moderate |
| 40.0     | S         | Low             |

## 5. BGS Groundwater Flooding

### 5.1 Groundwater Flooding Susceptibility Areas

**Are there any British Geological Survey groundwater flooding susceptibility flood areas within 50m of the boundary of the study site?** **Yes**

**What is the susceptibility to Groundwater Flooding in the search area based on the underlying geological conditions?** **Limited potential for groundwater flooding**

**Does this relate to Clearwater Flooding or Superficial Deposits Flooding?** **Clearwater Flooding**

### 5.2 Groundwater Flooding Confidence Areas

**What is the British Geological Survey confidence rating in this result?** **Low**

Groundwater flooding is defined as the emergence of groundwater at the ground surface or the rising of groundwater into man-made ground under conditions where the normal range of groundwater levels is exceeded.

The **confidence rating** is on a threefold scale - Low, Moderate and High. This provides a relative indication of the BGS confidence in the accuracy of the susceptibility result for groundwater flooding. This is based on the amount and precision of the information used in the assessment. In areas with a relatively lower level of confidence the susceptibility result should be treated with more caution. In other areas with higher levels of confidence the susceptibility result can be used with more confidence.

## 6. BGS Geological Indicators of Flooding

### 6.1 Are there any geological indicators of flooding within 250m of the study site?

**No**

This dataset identifies the presence of superficial geological deposits which indicate that the site may be, or have been in the past, vulnerable to inland and/or coastal flooding. This assessment does not take account of any man-made factors such as flood protection schemes, and the data behind the report are purely geological.

## 7. JBA Reservoir Failure Impact Modelling

**7.1 Is the property located in an area identified as being at potential risk in the event of a reservoir failure?**

**No**

JBA Risk Management have modelled the flooding impact from 1,700 reservoirs in England and Wales, should there be a catastrophic failure of a reservoir wall or embankment.

Guidance: None required

This data is provided by JBA Risk Management, © Jeremy Benn Associates Limited 2008/2009

---

## 8. Contacts

### SearchFlow Helpline

Telephone: 0870 787 7625  
[helpdesk@SearchFlow.co.uk](mailto:helpdesk@SearchFlow.co.uk)  
Kings Hill Avenue, Kings Hill  
West Malling, Kent, ME19 4AJ



### British Geological Survey (England & Wales)

Kingsley Dunham Centre  
Keyworth, Nottingham NG12 5GG  
Tel: 0115 936 3143. Fax: 0115 936 3276. Email:  
[enquiries@bgs.ac.uk](mailto:enquiries@bgs.ac.uk)  
Web: [www.bgs.ac.uk](http://www.bgs.ac.uk)  
BGS Geological Hazards Reports and general geological enquiries



### Environment Agency

National Customer Contact Centre, PO Box 544  
Rotherham, S60 1BY  
Tel: 03708 506 506  
Web: [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)  
Email: [enquiries@environment-agency.gov.uk](mailto:enquiries@environment-agency.gov.uk)



### JBA Risk Management

South Barn,  
Broughton Hall,  
Skipton  
BD23 3AE



### Ordnance Survey

Adanac Drive, Southampton  
SO16 0AS  
Tel: 08456 050505



### Local Authority

Authority: North Norfolk District Council  
Phone: 01263 513 811  
Web: <http://www.northnorfolk.org/>  
Address: Council Offices, Holt Road, Cromer, Norfolk, NR27 9EN

### Get Mapping PLC

Virginia Villas, High Street, Hartley Witney, Hampshire RG27 8NW  
Tel: 01252 845444



### CoPSO

The Old Rectory, Church Lane, Thornby, Northants NN6 8SN  
Tel: 0871 4237191  
([www.copso.org.uk](http://www.copso.org.uk))



### Acknowledgements

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This report has been prepared in accordance with the Groundsure Ltd standard Terms and Conditions of business for work of this nature.

**Report Reference: SF-5480912**

Brought to you by SearchFlow

If you would like any further assistance regarding this report then please contact SearchFlow on (T) 0870 787 7625, email: [helpdesk@SearchFlow.co.uk](mailto:helpdesk@SearchFlow.co.uk)



## **Search Code**

### **IMPORTANT CONSUMER PROTECTION INFORMATION**

This search has been produced by Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: [info@groundsure.com](mailto:info@groundsure.com) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

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

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

### **The Code's core principles**

Firms which subscribe to the Search Code will:

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

### **COMPLAINTS**

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

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

### **TPOs Contact Details:**

The Property Ombudsman scheme  
Milford House  
43-55 Milford Street  
Salisbury  
Wiltshire SP1 2BP  
Tel: 01722 333306  
Fax: 01722 332296  
Website: [www.tpos.co.uk](http://www.tpos.co.uk)  
Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)  
You can get more information about the PCCB from [www.propertycodes.org.uk](http://www.propertycodes.org.uk).

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

**Report Reference: [SF-5480912](#)**

Brought to you by SearchFlow

If you would like any further assistance regarding this report then please contact SearchFlow on (T) 0870 787 7625, email: [helpdesk@SearchFlow.co.uk](mailto:helpdesk@SearchFlow.co.uk)

## **COMPLAINTS PROCEDURE**

If you want to make a complaint, we will:

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

Complaints should be sent to: Operations Director, Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: [info@groundsure.com](mailto:info@groundsure.com)

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

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

## Standard Terms and Conditions

Groundsure's Terms and Conditions can be viewed online at this link:  
<https://www.groundsure.com/terms-and-conditions-may25-2018>



# Energy Performance Certificate

Non-Domestic Building



Anglian Internet  
44a Station Road  
SHERINGHAM  
NR26 8RG

Certificate Reference Number:  
0210-4973-0327-8330-0014

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

## Energy Performance Asset Rating

More energy efficient

A+

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

A 0-25

B 26-50

C 51-75

D 76-100

E 101-125

F 126-150

G Over 150

◀ 156

This is how energy efficient the building is.

Less energy efficient

## Technical Information

|  |                                 |
|--|---------------------------------|
| Main heating fuel:   | Grid Supplied Electricity       |
| Building environment:  | Heating and Natural Ventilation |
| Total useful floor area (m <sup>2</sup> ):                           | 43                              |
| Building complexity (NOS level):                                     | 3                               |
| Building emission rate (kgCO <sub>2</sub> /m <sup>2</sup> per year): | 221.56                          |
| Primary energy use (kWh/m <sup>2</sup> per year):                    | Not available                   |

## Benchmarks

Buildings similar to this one could have ratings as follows:

|    |                                  |
|----|----------------------------------|
| 36 | If newly built                   |
| 96 | If typical of the existing stock |

## Administrative Information

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

|                                  |  |
|----------------------------------|--|
| <b>Assessment Software:</b>      | iSBEM v4.1.d using calculation engine SBEM v4.1.d.0    |
| <b>Property Reference:</b>       | 412730380000   |
| <b>Assessor Name:</b>            | Tom Durrell  |
| <b>Assessor Number:</b>          | STRO001394   |
| <b>Accreditation Scheme:</b>     | Stroma Accreditation                                   |
| <b>Employer/Trading Name:</b>    | Brighter Energy  |
| <b>Employer/Trading Address:</b> | 293 Drayton High Road, Norwich, NR6 5BL                |
| <b>Issue Date:</b>               | 30 Sep 2013  |
| <b>Valid Until:</b>              | 29 Sep 2023 (unless superseded by a later certificate) |
| <b>Related Party Disclosure:</b> | Not related to the owner.                              |

Recommendations for improving the energy performance of the building are contained in the associated Recommendation Report - 0210-4973-0327-8330-0014.

## 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 Stroma Accreditation. You can obtain contact details of the Accreditation Scheme at [www.stroma.com](http://www.stroma.com).

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

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

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

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

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

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

# Recommendation Report

This report is associated with an Energy Performance Certificate.

**Report Reference Number: 9481-4031-0772-0000-3325**

Anglian Internet  
44a Station Road  
SHERINGHAM  
NR26 8RG

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

| <b>ADMINISTRATIVE INFORMATION</b>   |                                    |
|---|------------------------------------|
| Issue Date:   | 30 Sep 2013                        |
| Valid Until:  | 29 Sep 2023 (*)                    |
| Total Useful Floor Area (m <sup>2</sup> ):  | 43                                 |
| Building Environment:   | Heating and Natural Ventilation    |
| Calculation Tool Used:  | CLG, iSBEM, v4.1.d, SBEM, v4.1.d.0 |
| Property Reference:   | 412730380000                       |
| Energy Performance Certificate for the property is contained in Report Reference Number: 0210-4973-0327-8330-0014 |                                    |

| <b>ENERGY ASSESSOR DETAILS</b> |  |
|--------------------------------|--|
| Assessor Name:                 | Tom Durrell                                |
| Employer/Trading Name:         | Brighter Energy                            |
| Employer/Trading Address:      | 293 Drayton High Road, Norwich,<br>NR6 5BL |
| Assessor Number:               | STRO001394                                 |
| Accreditation Scheme:          | Stroma Accreditation                       |
| Related party disclosure:      |  |

## **Table of Contents**

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# 1. Introduction

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

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

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

## 2. Recommendations

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

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

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

| <b>Recommendation</b>  | <b>Potential impact</b> |
|--|-------------------------|
| Introduce HF (high frequency) ballasts for fluorescent tubes: Reduced number of fittings required.   | LOW                     |
| In some spaces, the solar gain limit in criterion 3 of ADL2A 2010 is exceeded, which might cause overheating. Consider solar control measures such as the application of reflective coating or shading devices to windows. | MEDIUM                  |
| Add time control to heating system.  | LOW                     |

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

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

| <b>Recommendation</b>  | <b>Potential impact</b> |
|--|-------------------------|
| Add optimum start/stop to the heating system.                            | LOW                     |
| Some windows have high U-values - consider installing secondary glazing. | MEDIUM                  |

### ***c) Recommendations with a long payback***

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

| <b>Recommendation</b>                                | <b>Potential impact</b> |
|--|-------------------------|
| Add local temperature control to the heating system. | LOW                     |
| Add weather compensation controls to heating system. | LOW                     |
| Add local time control to heating system.            | LOW                     |
| Consider installing an air source heat pump.         | HIGH                    |
| Consider installing a ground source heat pump.       | HIGH                    |

### ***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.

| <b>Recommendation</b>  | <b>Potential impact</b> |
|--|-------------------------|
| Consider replacing T8 lamps with retrofit T5 conversion kit.   | HIGH                    |
| Some walls have uninsulated cavities - introduce cavity wall insulation.                               | MEDIUM                  |
| Carry out a pressure test, identify and treat identified air leakage. Enter result in EPC calculation. | MEDIUM                  |
| Some glazing is poorly insulated. Replace/improve glazing and/or frames.                               | MEDIUM                  |

## 3. Next Steps

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

## 4. Glossary

### **a) Payback**

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

### **b) Carbon impact**

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

### **c) Valid report**

A valid report is a report that has been:

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

## **5. Green Deal Information**

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

**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: NK137162  |
|  | 2 Property:<br>44A Station Road, Sheringham NR26 8RG   |
|  | 3 Date:  |
|  | 4 Transferor:<br><br>James Hay Pension Trustees Limited<br><br><u>For UK incorporated companies/LLPs</u><br>Registered number of company or limited liability partnership including any prefix: 1435887<br><br><u>For overseas companies</u><br>(a) Territory of incorporation:<br><br>(b) Registered number in the United Kingdom including any prefix: |
|  | 5 Transferee for entry in the register:<br><br>[•]<br><br><u>For UK incorporated companies/LLPs</u><br>Registered number of company or limited liability partnership including any prefix: [•]<br><br><u>For overseas companies</u><br>(a) Territory of incorporation:<br><br>(b) Registered number in the United Kingdom including any prefix:          |
|  | 6 Transferee's intended address(es) for service for entry in the register:<br><br>[•]  |
|  | 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

- The transferor has received from the transferee for the property the following sum (in words and figures): [●]
- The transfer is not for money or anything that has a monetary value
- Insert other receipt as appropriate:

## 9 The transferor transfers with

- full title guarantee
- limited title guarantee

## 10 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

## 11 Additional provisions

11.1 In this Transfer the following definitions apply:-

**Occupational Lease:** the Lease of the first floor flat forming part of the Property dated 26 November 2012 made between (1) the Transferor and (2) Hilary Blacklaws Widdall and all documents supplemental to that Lease.

11.2 The Transferee covenants by way of indemnity only, on the Transferee's behalf and on behalf of the Transferee's successors in title, to observe and perform:-

- a. the covenants contained in or referred to in the Charges Register of title NK137162 in so far as they are subsisting and capable of taking effect; and
- b. the landlord covenants in or implied by the Occupational Lease,

and will keep the Transferor indemnified against all proceedings, costs, claims, expenses arising from any failure to do so.

11.3 The liability of James Hay Pension Trustees Limited shall not be personal and shall at all times be limited to the assets for the time being of the James Hay Personal Pension Plan for Mr M Clayton (number 10006).

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

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

Remember to date this deed in panel 3.

## 12 Execution

**Executed as a Deed by**  
affixing the Common  
Seal of  
**James Hay Pension**  
**Trustees Limited**  
in the presence of:



.....  
Authorised Signatory

Authorised Signatory

### WARNING

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

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

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

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