



Auction Pack 30

Gladstone

Street, Farsley,

Pudsey,

LS28 5HZ

Introduction to this pre-sale information pack This pre-sale information pack is designed to provide information for potential purchasers of Land at 53 Portland Street, Kirkby in Ashfield, Nottinghamshire, NG17 7AG

In line with the Consumer Protection Regulations 2008, the information enclosed supports our details in providing the purchaser with as much relevant information as possible that may affect their buying decision. This enforces commitment to providing the most complete and professional service for all our clients, whether buying or selling the property.

Although the information in this pack is designed to help, the information provided is from the seller of the property and cannot guarantee the accuracy. Where the information has been sourced via the risk assessment database it is done so based on the property postcode and again this cannot be guaranteed by for accuracy. Although this pre sale pack provides an overview for a potential purchasers it does not and must not replace the usual checks that would be carried out on both parties' behalf by their acting Solicitors

CONDITIONAL AUCTION TERMS AND CONDITIONS

Introduction These Conditional Auction Terms and Conditions govern the conduct of conditional auctions conducted by Advanced Property Auctions. Any

property sold by Advanced Property Auctions either Online or in person which is expressed to be Conditional is governed by these conditions.

There are three sections:

Glossary The glossary gives special meanings to certain words used in the conditions.

Auction Conduct Conditions The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who participates in the auction. They apply wherever the property is located and cannot be changed without the auctioneer's agreement.

Reservation Conditions If you are the successful bidder in a conditional auction for a property then you must enter into a reservation agreement and will be bound by the reservation conditions relevant to that Property.

Important Notice

Before bidding for a property, a prudent Buyer should carry out their own due diligence, including but not limited to:

- Read these Conditional Auction Terms and Conditions and the Buying section of the Auctioneer's Website
- Check the Buyer Information Pack including the Special Conditions for the Property
- Take advice from professionals such as a conveyancer, a financial advisor, or a surveyor where appropriate.
- Have finance available for the Purchase Price, the Reservation Fee, and any additional fees stated in the Special Conditions These Conditions assume that a Buyer has acted as a prudent Buyer, and bidding without doing so is at your own risk.

Glossary

This glossary applies to the AUCTION CONDUCT CONDITIONS and the RESERVATION CONDITIONS.

The laws of England and Wales apply to the CONDITIONS and YOU, WE, the SELLER and the BUYER all submit to the jurisdiction of the Courts of England and Wales.

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a “person” includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or reenacted by the date of the AUCTION or the CONTRACT DATE (as applicable);
- where the following words appear in small capitals they have the specified meanings.

ACTUAL COMPLETION DATE The date when COMPLETION takes place or is treated as taking place for the purposes of apportionment and calculating interest.

ADDENDUM An amendment or addition to the CONDITIONS or to the PARTICULARS or to both whether contained in a supplement to the CATALOGUE, a written notice from the AUCTIONEERS or an oral announcement at the AUCTION.

Approved Financial Institution Any bank or building society that is regulated by a competent UK regulatory authority or is otherwise acceptable to the AUCTIONEERS.

ARREARS ARREARS of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE. ARREARS Schedule The ARREARS schedule (if any) forming part of the SPECIAL CONDITIONS.

AUCTION

The AUCTION advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

The conditions so headed, including any extra AUCTION CONDUCT CONDITIONS.

Auctioneers

The Auctioneers at the AUCTION.

BUSINESS DAY

Any day except (a) Saturday or Sunday or (b) a bank or public holiday in England and Wales.

BUYER

The person who agrees to buy the LOT or, if applicable, that person's personal representatives: if two or more are jointly the BUYER their obligations can be enforced against them jointly or against each of them separately.

BUYER INFORMATION PACK T

The pack of documents relating to the Property.

CATALOGUE

The catalogue for the AUCTION as it exists at the date of the AUCTION (or, if the catalogue is then different, the date of the CONTRACT) including any ADDENDUM and whether printed or made available electronically.

COMPLETION

Unless the SELLER and the BUYER otherwise agree, the occasion when they have both complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION has been unconditionally received in the SELLER'S conveyancer's client account (or as otherwise required by the terms of the CONTRACT).

Condition

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

CONTRACT

The CONTRACT by which the SELLER agrees to sell and the BUYER agrees to buy the LOT.

CONTRACT DATE T

The CONTRACT DATE is the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

DOCUMENTS

DOCUMENTS of title including, if title is registered, the entries on the register and the title plan and other DOCUMENTS listed or referred to in the SPECIAL CONDITIONS relating to the LOT (apart from FINANCIAL CHARGES).

EXTRA GENERAL CONDITIONS

Any CONDITIONS added or varied by the AUCTIONEERS starting at CONDITION G30.

FINANCIAL CHARGE

A charge to secure a loan or other financial indebtedness (but not including a rent charge or local land charge).

GENERAL CONDITIONS

The SALE CONDITIONS headed 'GENERAL CONDITIONS OF SALE', including any EXTRA GENERAL CONDITIONS.

INTEREST RATE As specified in the CONTRACT.

LOT Each separate property described in the CATALOGUE or (as the case may be) the property that the SELLER has agreed to sell and the BUYER to buy (including chattels, if any).

Old ARREARS ARREARS due under any of the TENANCIES that are not "new TENANCIES" as defined by the Landlord and Tenant (Covenants) Act 1995

ONLINE On our website.

PARTICULARS

The section of the CATALOGUE that contains descriptions of each LOT (as varied by any ADDENDUM).

PRACTITIONER

An insolvency PRACTITIONER for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, a person undertaking a similar role).

PRICE

The PRICE (exclusive of VAT) that the BUYER agrees to pay for the LOT.

READY TO COMPLETE

Ready, willing and able to complete: if COMPLETION would enable the SELLER to discharge all FINANCIAL CHARGES secured on the LOT that have to be discharged by COMPLETION, then those outstanding financial charges do not prevent the SELLER from being READY TO COMPLETE.

RESERVATION AGREEMENT

The agreement which is to be signed by the Buyer and the Seller or by the AUCTIONEER as agent on behalf of either the Seller or Buyer or both, reserving the Property for sale by the SELLER to the BUYER as per the RESERVATION CONDITIONS.

RESERVATION FEE

A non-refundable fee paid by the Buyer to us to reserve the Property.

SALE CONDITIONS

The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM.

SELLER

The person selling the LOT. If two or more are jointly the SELLER their obligations can be enforced against them jointly or against each of them separately.

SPECIAL CONDITIONS

Those of the RESERVATION CONDITIONS so headed that relate to the LOT.

TENANCIES

TENANCIES, leases, licences to occupy, and agreements for lease, and any DOCUMENTS varying or supplemental to them.

TENANCY Schedule

The schedule of TENANCIES (if any) forming part of the SPECIAL CONDITIONS.

TRANSFER

TRANSFER includes a conveyance or assignment (and “to TRANSFER” includes “to convey” or “to assign”).

We (and Us and Our)

The AUCTIONEERS.

You (and Your) Someone who has seen the CATALOGUE or who attends or bids at or otherwise participates in the AUCTION, whether or not a BUYER.

Auction Conduct Conditions

Words in small capitals have the special meanings defined in the Glossary.

A1 Introduction

A1.1 The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.

A1.2 If YOU make a bid for a LOT or otherwise participate in the AUCTION it is on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. They can be varied only if WE agree.

A2 OUR role

A2.1 As agents for each SELLER we have authority to

(a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER;

(b) offer each LOT for sale by conditional AUCTION;

(c) receive and hold deposits (if applicable);

(d) sign each RESERVATION AGREEMENT; and

(e) treat a RESERVATION AGREEMENT as repudiated if the BUYER fails to sign the RESERVATION AGREEMENT or pay a RESERVATION FEE as required by these AUCTION CONDUCT CONDITIONS or fails to provide identification as required by the AUCTIONEERS.

These are the notes referred to on the following official copy

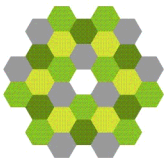
The electronic official copy of the title plan follows this message.

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

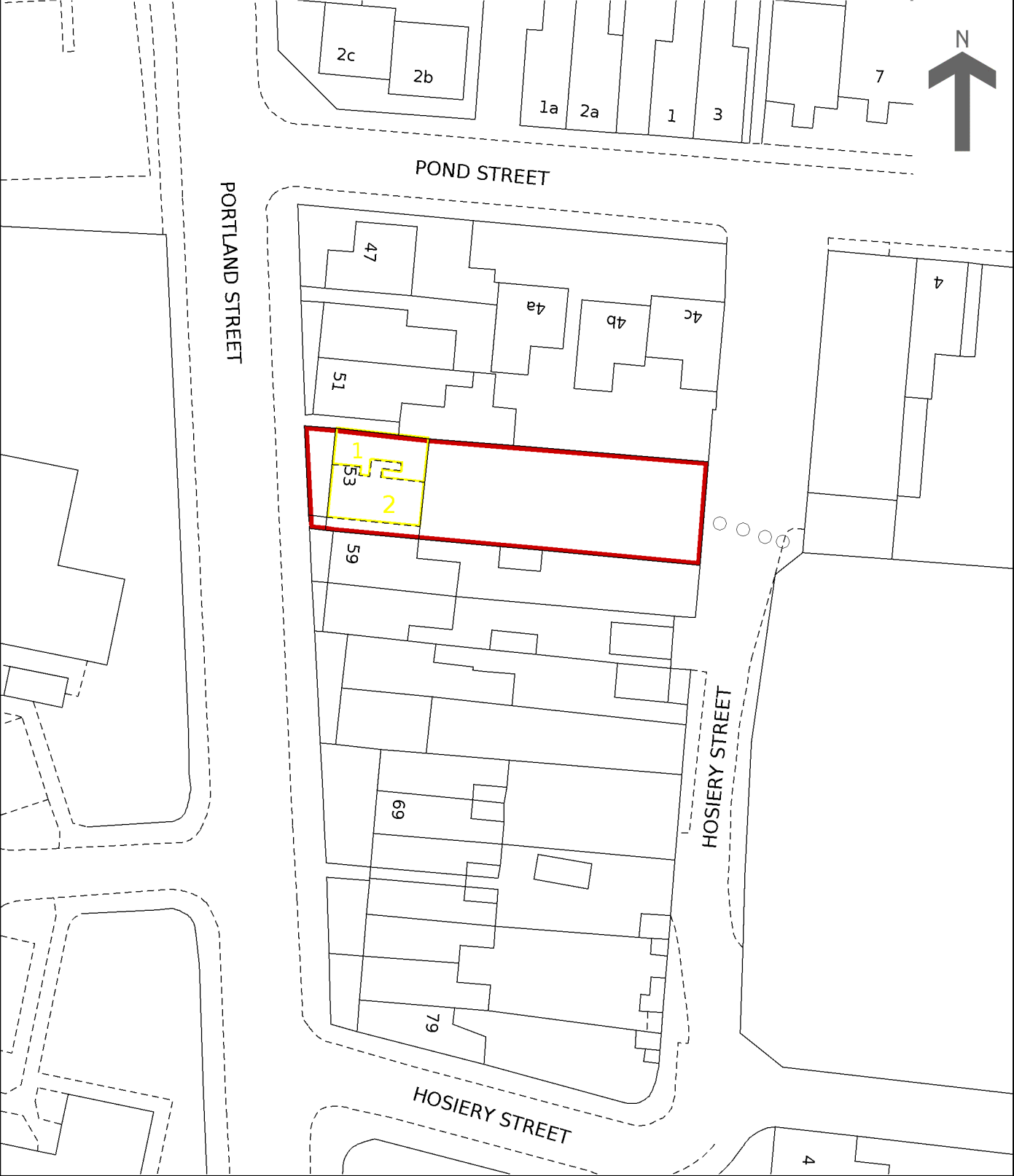
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 05 December 2023 shows the state of this title plan on 05 December 2023 at 11:19:49. 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, Nottingham Office .



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The electronic official copy of the register follows this message.

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



Official copy of register of title

Title number NT382946

Edition date 05.02.2013

- This official copy shows the entries on the register of title on 05 DEC 2023 at 11:19:49.
- 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 05 Dec 2023.
- 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, Nottingham Office.

A: Property Register

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

NOTTINGHAMSHIRE : ASHFIELD

- 1 (25.04.1977) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 53, 55 and 57 Portland Street, Kirkby in Ashfield, (NG17 7AG).

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 (08.09.2003) PROPRIETOR: EMERALD ALRICK SALMON of 53 Portland Street, Kirkby in Ashfield, Notts.
- 2 (08.09.2003) The price stated to have been paid on 29 August 2003 for the land in this title and in NT275435 was £33,000.
- 3 (08.09.2003) The Transfer to the proprietor contains a covenant to perform any obligations affecting the property which will remain binding on the transferor after the date thereof and of indemnity in respect thereof.
- 4 (17.02.2006) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 28 November 2005 in favour of The Mortgage Works (UK) PLC referred to in the Charges Register.

C: Charges Register

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

- 1 The land is subject to such restrictive covenants as may have been imposed thereon before 10 August 1891 and are still subsisting and capable of being enforced.

C: Charges Register continued

- 2 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.

NOTE: Each lease is referenced by edging and numbering in yellow on the filed plan unless otherwise stated in the schedule of leases.

- 3 (17.02.2006) REGISTERED CHARGE dated 28 November 2005 affecting also title NT275435.
- 4 (17.02.2006) Proprietor: THE MORTGAGE WORKS (UK) PLC (Co. Regn. No. 2222856) of Nationwide House, Pipers Way, Swindon SN38 1NW.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	14.04.1992 (NSE) 1 (part of)	Flat C (first floor only)	27.03.1992 125 years from 27 March 1992	NT275435
2	16.06.1992 (NSE) 1 (part of), 2 (part of)	Flat A, 53 Portland Street (Ground Floor)	30.04.1992 125 years from 27 March 1992	NT276876

End of register

TOWN AND COUNTRY PLANNING ACT 1990

Town and Country Planning (General Permitted Development) (England) Order 2015
Town and Country Planning (Development Management Procedure) (England) Order 2015
Town and Country Planning (Control of Advertisements) (England) Regulations 2007
Town and Country Planning (Tree Preservation) England Regulations 2012
Planning (Listed Buildings and Conservation Areas Act 1990
Planning (Hazardous Substances) Act 1990
Planning and Compensation Act 1991

Approval Notice

Full Planning Application

Approval has been granted by Ashfield District Council for the development referred to below providing it is carried out in accordance with the application and plans submitted. The approval is subject to the conditions set out on the attached sheet.

Application Details

Planning Reference Number: **V/2022/0532**

Location of Development: **53 Portland Street, Kirkby in Ashfield, Notts, NG17 7AG**

Description of Development: **Dwelling**

Applicant Name: **E Salmon**

Date: **08/09/2023**

CONDITIONS:

1. The development hereby approved shall be begun before the expiration of 3 years from the date of this permission.
2. This permission shall be read in accordance with the following plans: Site Location Plan and Block Plan, Drawing No.102.P01.101B, Received 06/10/2022. Proposed Elevations, Drawing No.102.P03.301, Received 06/10/2022. Proposed Floor Plans / Layout Plan, Drawing No.102.P01.102, Received 06/10/2022. The development shall thereafter be undertaken in accordance with these plans unless otherwise agreed in writing by the Local Planning Authority.
3. The materials and finishes to be used for the external elevations and roof of the proposal shall match those used on the existing dwelling (53 Portland Street, Kirkby in Ashfield, NG17 7AG), as identified within the submitted application form.
4. The parking space shown on the submitted plans and vehicle manoeuvring area shown on the adjacent unadopted track, shall all be hard surfaced with a bound and permeable material. Details of which shall be submitted to and approved in writing by the Local Planning Authority, and completed prior to the occupation of the dwelling.
5. Prior to the occupation of the dwelling hereby approved a scheme of sound mitigation shall be submitted to and approved in writing the local planning authority. The scheme shall be designed following the completion of a sound survey undertaken by a competent person. The scheme shall be designed to achieve the following criteria with the ventilation operating:
 - a. Bedrooms 30 dB LAeq (15 nutes) (2300 hrs - 0700 hrs)
 - b. Living/Bedrooms 35 dB LAeq (15 Minutes) (0700 hrs - 2300 hrs)
 - c. All Other Habitable Rooms 40 dB LAeq (15 Minutes) (0700 hrs - 2300 hrs)
 - d. All Habitable Rooms 45 dB LAm_{ax} to occur no more than 10 times per night (2300 hrs - 0700 hrs)
 - e. Any outdoor amenity areas 55 dB LAeq (1 hour) (0700 hrs - 2300 hrs)The approved scheme shall be implemented in full and retained thereafter.
6. No development past slab level shall take place until drainage plans for the disposal of surface water and foul sewage have been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented in accordance with the approved details before the development is first brought into use.
7. Prior to the occupation of the hereby approved dwelling, details shall be submitted to the Local Planning Authority and approved in writing in relation to the type and number of bird and bat boxes/bricks, and at least one bee brick, which are to be installed within the fabric of the new dwelling. The boxes/bricks shall thereafter be installed in accordance with the approved details and maintained in perpetuity.
8. Small holes (gaps 130mm x 130mm) shall be provided in any garden fence/wall or other non-permeable structure (and/or railings and/or hedgerows) to allow a continuous pathway in which hedgehogs and other small mammals can move through the developed residential site. Such holes and boundary treatments shall be implemented prior to occupation and thereafter be retained in perpetuity.

9. The existing arm bar gate barrier across Hosier Street, outside of the application site, should be removed prior to the commencement of the hereby approved development.

REASONS:

1. To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 as amended.
2. To ensure that the development takes the form envisaged by the Local Planning Authority when determining the application.
3. To ensure the satisfactory appearance of the development.
4. In the interest of highway safety.
5. To protect the aural amenity of future occupiers of the dwellings.
6. To ensure that the development provides a satisfactory means of drainage, in order to reduce the risk of creating; or exacerbating a flooding problem, and to minimise the risk of pollution.
7. To reduce the impact of the development on habitats and species.
8. To enhance biodiversity.
9. In the interest of highway safety.

INFORMATIVE

1. The applicant/developer is strongly advised to ensure compliance with all planning conditions, if any, attached to the decision. Failure to do so could result in LEGAL action being taken by the Ashfield District Council at an appropriate time, to ensure full compliance. If you require any guidance or clarification with regard to the terms of any planning conditions then do not hesitate to contact the Development & Building Control Section of the Authority on Mansfield (01623 450000).

For further detail on the decision please see the Council's website <https://planning.ashfield.gov.uk/planning-applications> and search for the planning reference number.

REASONS FOR APPROVAL

The decision to grant permission has been taken having regard to the policies and proposals in the Ashfield Local plan Review (2002) and all relevant material considerations, including Supplementary Planning Guidance:

PROACTIVE WORKING

The processing of this application has been undertaken in accordance with the requirements of the National Planning Policy Framework 2021.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

.....
PP. Theresa Hodgkinson
Chief Executive

IMPORTANT NOTES

It is your responsibility to make sure that where necessary approval under Building Regulations has been obtained before you start work. The approved plans for both Building Regulations and Planning Permission must be for the same development. You must make sure that any changes made to meet Building Regulations are sent to the Planning Department as well. In some cases you may need further planning approval. Please contact buildingcontrol@Erewash.gov.uk for more information regarding Building Regulations.

Where residential layouts are involved, a favourable planning decision does not necessarily imply that the infrastructure will be suitable for an adoption agreement under the Highways Act 1980.

Details of how to appeal against the conditions on this decision are given on the attached sheet.

Appeals to the Planning Inspectorate

You can appeal against this decision within the time given below. Appeals should be made to the *Planning Inspectorate in all cases. In respect of applications for:

- Planning Permission
- Details pursuant to an outline planning permission
- Removal or variation of a condition
- Discharge of condition
- Listed building consent
- Conservation area consent and
- Applications for the determination of prior approval of details.

You have 6 months from the date of the decision to appeal. However, In respect of householder applications you have 12 weeks from the date of decision to lodge an appeal.

*Planning Inspectorate
Temple Quay House
2 The Square
Temple Quay
Telephone: 0117 372 6372
Bristol
enquiries.pins@gt.net.gov.uk
BS1 6PN

Email:

Website: <https://www.gov.uk/government/organisations/planning-inspectorate>

Notes for applicants who intend to carry out works that affect new or existing Highway and Public Open space:

It is strongly recommended that the applicant contact the Council at an early stage to clarify the codes etc. with which compliance will be required in the particular circumstance, and it is essential that design calculations and detailed construction drawings for the proposed works are submitted to and approved by the County Council (or District Council) in writing before any work commences on site.

Correspondence with the Council should be addressed to:-

***Nottinghamshire County Council
Highways Management (North)
Fountain Court
Bevercotes House
Sherwood Energy Village
Ollerton
Nottinghamshire
NG22 9FF***

***Telephone contact - 01623-520711
Email contact hdc.north@nottsccl.gov.uk***

Section 38 Agreement (Highways Act 1980)

The applicant should note that notwithstanding any planning permission that if any highway forming part of the development is to be adopted by the Council, the new roads and any highway drainage will be required to comply with the Nottinghamshire County Council's current highway design guidance and specification for road works.

www.leics.gov.uk/htd

Advanced Payments Code (Highways Act 1980)

The Advanced Payments Code in the Highways Act 1980 applies and under section 219 of the Act payment will be required from the owner of the land fronting a private street on which a new building is to be erected. The code applies both to roads/streets that are to remain private and those that are to be adopted. The developer should contact the Council with regard to compliance

with the Code, or alternatively to the issue of a Section 38 Agreement and bond under the Highways Act 1980. A Section 38 Agreement can take some time to complete. Therefore, it is recommended that the applicant contact the Council as early as possible to discuss this.

Diversions, 'stopping up' of public rights of way or highway (Section 247 & 257 of the Town & Country Planning Act 1990)

The proposed development may affect a public right of way. Following a grant of planning permission, the local planning authority may make an order to stop up or divert a footpath or bridleway if they are satisfied that it is necessary to enable development to be carried out in accordance with Planning Permission.

The granting of planning permission does not mean that public rights of way will automatically be diverted or stopped up. A separate application must be made to stop up or divert a footpath or bridleway following the granting of planning permission. The applicant will need to contact **Legal Services 01623-457323** to ascertain the legal steps required to be undertaken.

Any preliminary obstruction of or interference with the public rights of way concerned is not only an offence but may make it impossible for the local planning authority to proceed with the making of the Order.

Green Space & Sustainable Urban Drainage Systems (SUDS) schemes

It is important that the applicant contact the Council at an early stage when looking to introduce any Green Space areas and features or SUDS proposals into any future development sites, to agree long term maintenance issues and help eliminate future land ownership problems and concerns including boundaries, perimeters and public access points.

Correspondence with the Council for Green Space and SUDS enquiries should be addressed to:-

For public open/green space land transfer-

***Estates Manager
Telephone contact 01623-457277***

And for future maintenance-

***Service Lead – Waste & Environment
Telephone contact 01623-457873***

Notes for applicants who intend to carry out work which will include the demolition of a building of more than 50 cubic metres:

You will be required to serve a notice on the Authority under Section 80 of the Building Act 1984. The notice should be accompanied by a location plan. Upon receipt of the notice we will consult with the necessary bodies and, where appropriate, a consent to demolish will be issued (under Section 81 of the Act) together with conditions, which must be complied with when demolition is carried out. Please contact buildingcontrol@Erewash.gov.uk for more information regarding Building Regulations.

Notes for applicants who intend to carry out work to which the Building Regulations apply:

Now that your Planning permission has been granted, you will also need to consider applying for Building Regulation approval. The process should be straight-forward and is in simple terms a technical exercise to ensure that your project will comply with current national building standards. These are minimum standards that aim to ensure your health and safety (and other members of your household) is not compromised. Please contact buildingcontrol@Erewash.gov.uk for more information regarding Building Regulations.



Naomi Thompson Place

Planning Application - Design & Access Statement
Revised Scheme

Site Address:
53 Portland Street
Kirkby-In-Ashfield
NG17 7AG

Submitted By:
Obinna Springer-Williams

On behalf of:
Emerald Salmon

Contents

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- 03 Existing Surrounding Area Photos
- 04 Existing Site Photos
- 05 Proposal Summary
- 06 Proposed Site Plan
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- 09 Use
- 10 Amount
- 11 Layout
- 12 Scale
- 13 Landscaping
- 14 Appearance
- 15 Access





View 1



View 2



04

Site Photos

Currently the site is vacant and used to store bins and park vehicles. The proposal will be located on this part of the site.



Located to the rear of 53 Portland Street is the Naomi Thompson Place. A modern bungalow designed to accommodate the needs of the elderly and/or disabled.

The brief for the project is centred on creating a space where an elderly or disabled person can live in a space that is designed for their needs.

With courtyards to grow plants or vegetables and interior spaces designed with full wheelchair accessibility, Naomi Thompson Place would be a perfect addition to the area and offers an alternative to other living options for some of the most vulnerable in our society.



06

Site Plan

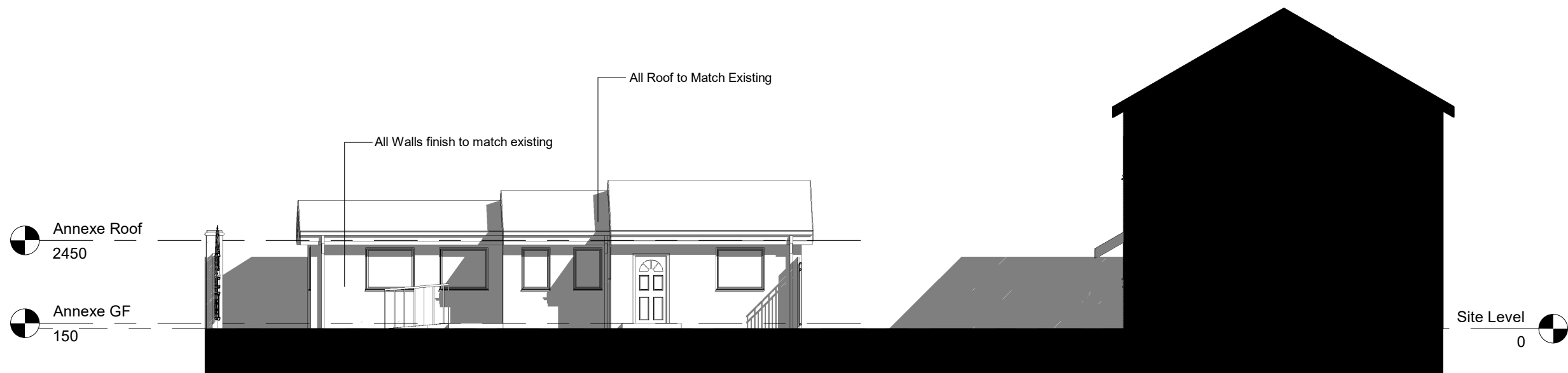


07

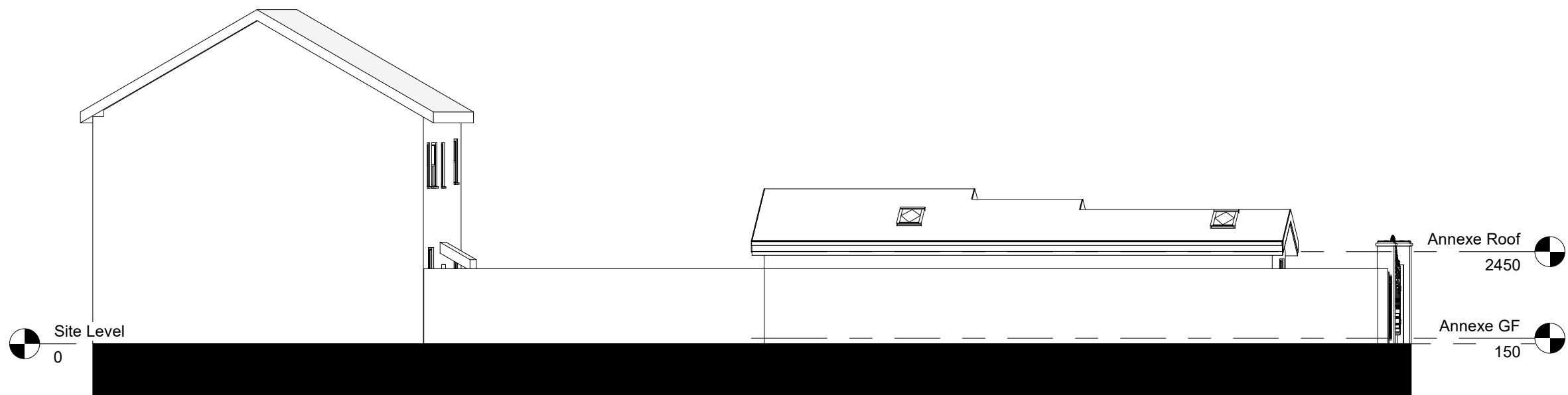
Ground Floor Plan

The layout proposed involves an open plan kitchen dining and living room area, a main bedroom, accessible bathroom & a secondary bedroom for carers or family members. All spaces, apart from the secondary room, are designed to be wheelchair accessible. This was an important element for the client as it was important the project was accessible to all.

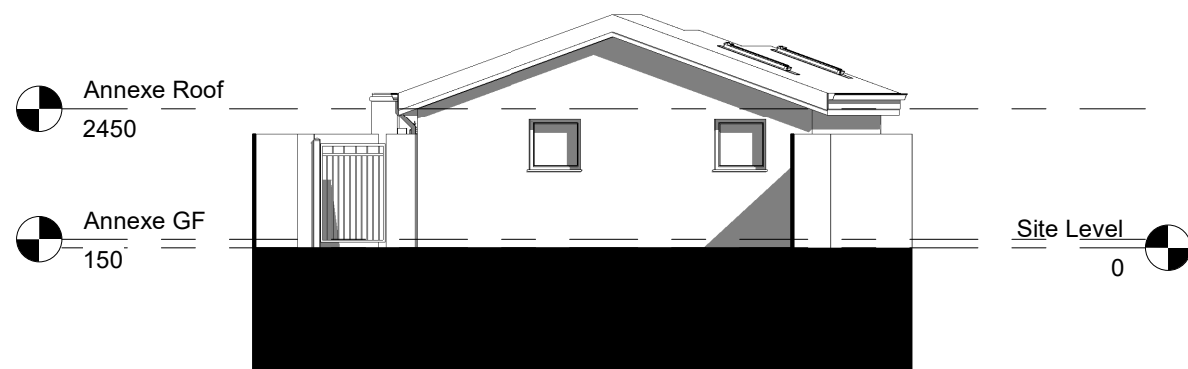
Refer to Drawing 102.P01.102



North
1 : 100



South
1 : 100



West
1 : 100



East
1 : 100



09

Use

The new build bungalow will be used as a residence for the disabled and/or elderly.





The proposed landscaping includes a garden that is low maintenance and suitable for the elderly and/or disabled. This is to create a positive environment which helps their well-being.
The Front garden doubles as an ambulance refuge & parking

13

Landscaping



14

Appearance

The materiality of the project centres around making sure the new build proposal is not imposing on the area. Therefore the exterior facade will have the same render finish as the existing main building and the roof will also be finished in the same material as the existing.



Hosiery Street, as pictured, is currently an undeveloped road. If it is serve as the main access to the proposal it would have to refurbished.

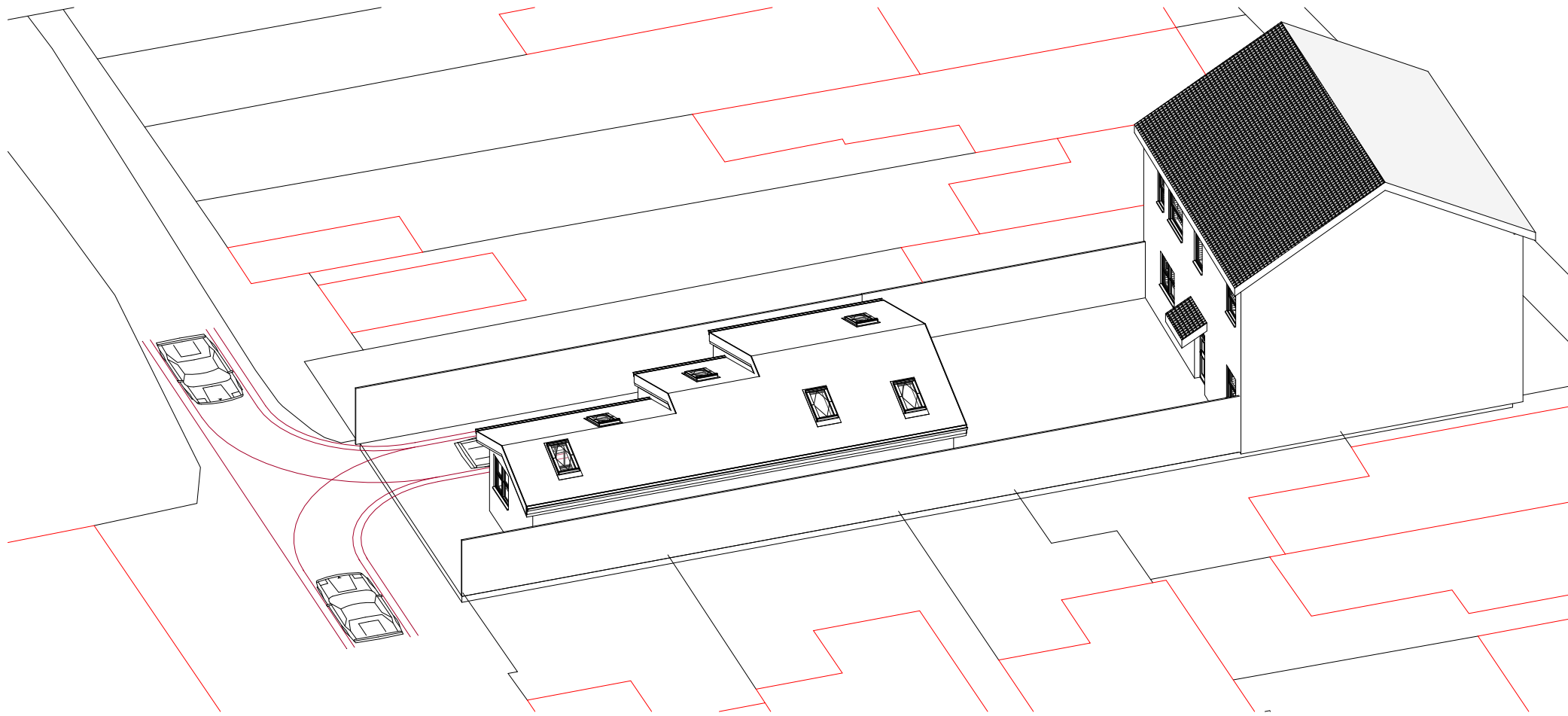
Prior to composing this document, research was done to determine who is responsible for the refurbishment of the road. After contacting Via East Midlands, who manage the roads for the council in Kirkby-In-Ashfield, we gained the following response:

“Part of Hosiery Street to the rear of the property is not highway maintainable at public expense. There are no plans that we are aware of to adopt this section. The part of Hosiery Street that is adopted highway is the part that joins with Stonemasons Mews that is also adopted highway maintainable at public expense.”

Therefore, after consulting the surrounding neighbours, it is anticipated that the refurbishment of the road will be community funded by local residents due to the positive impact it would have on the area.

15
Access

As per the feedback received from the planning office in the initial application, we have looked at demonstrating vehicle access will work through a turning circle diagram.

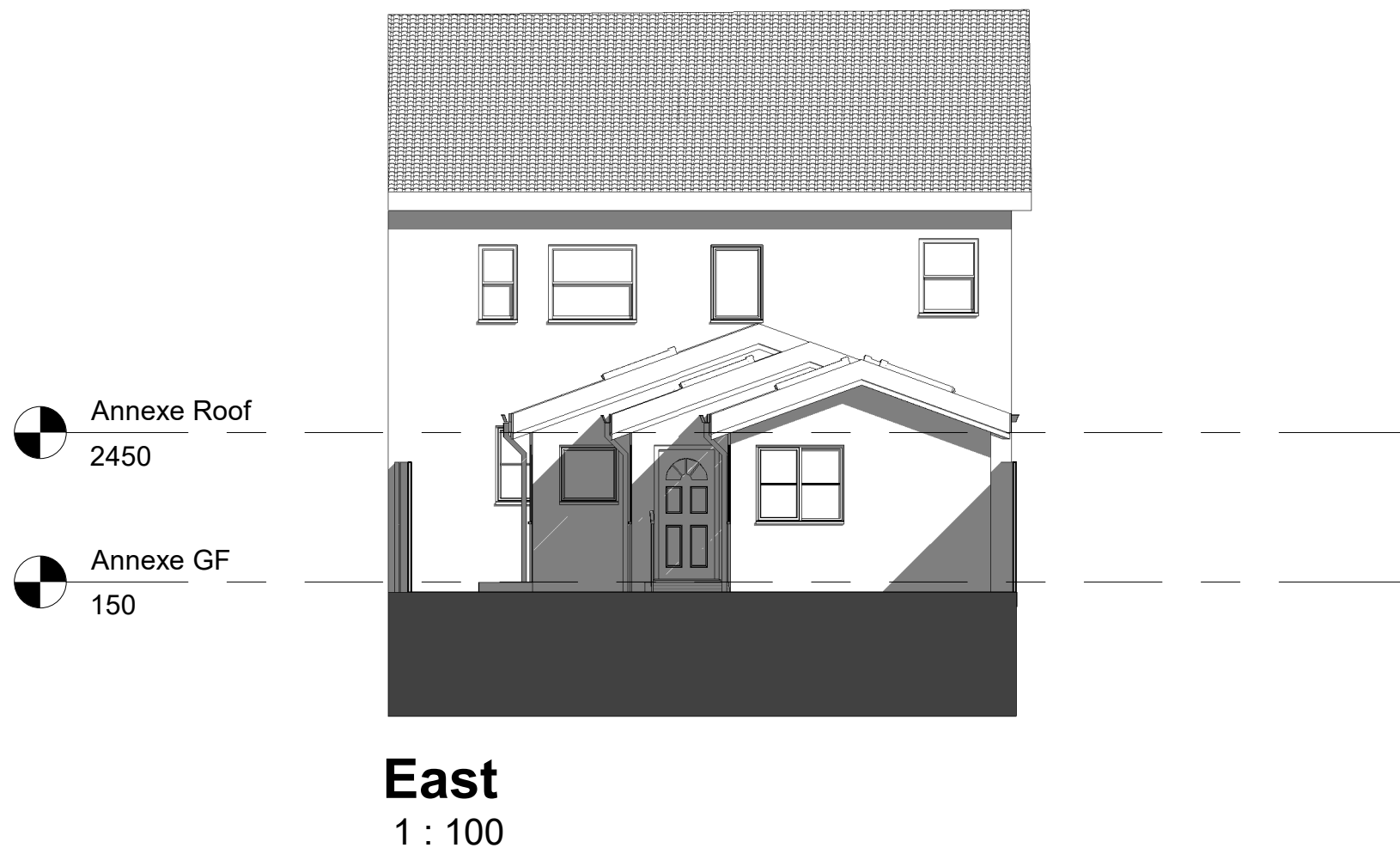
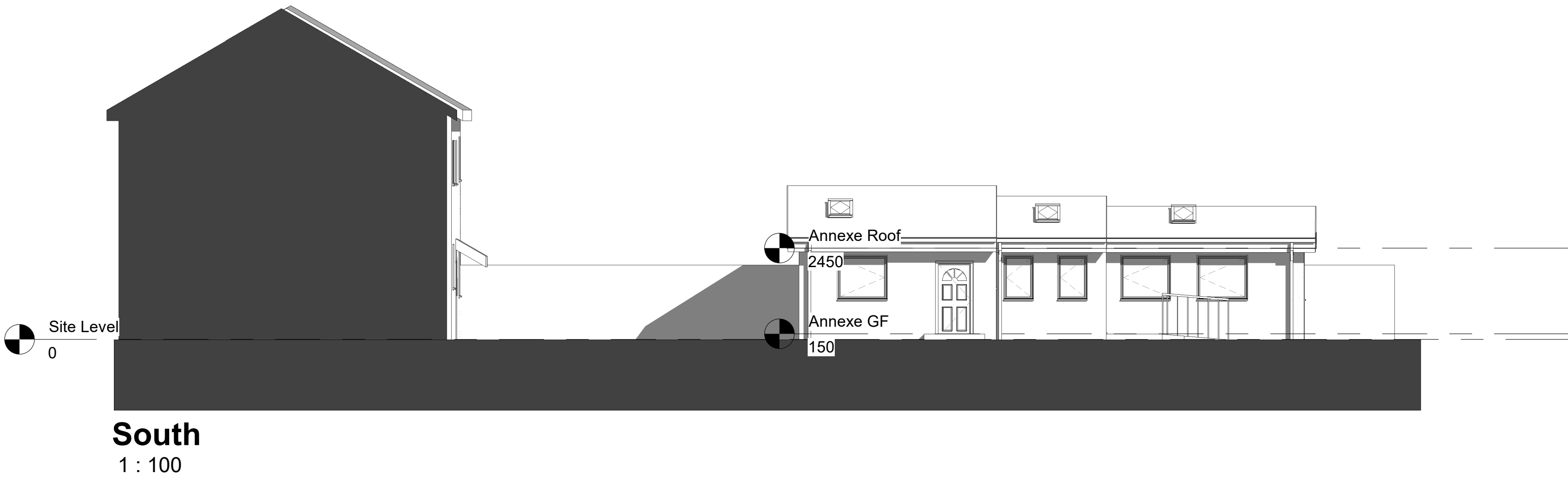
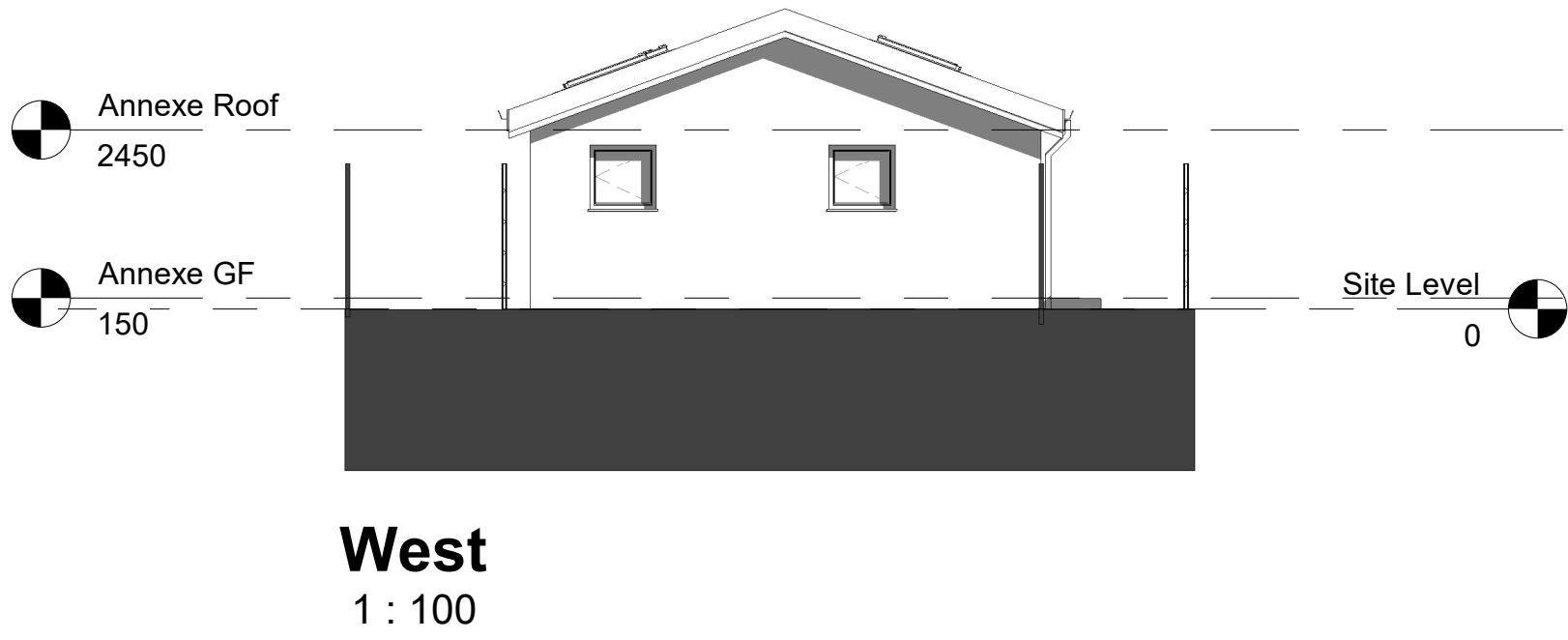
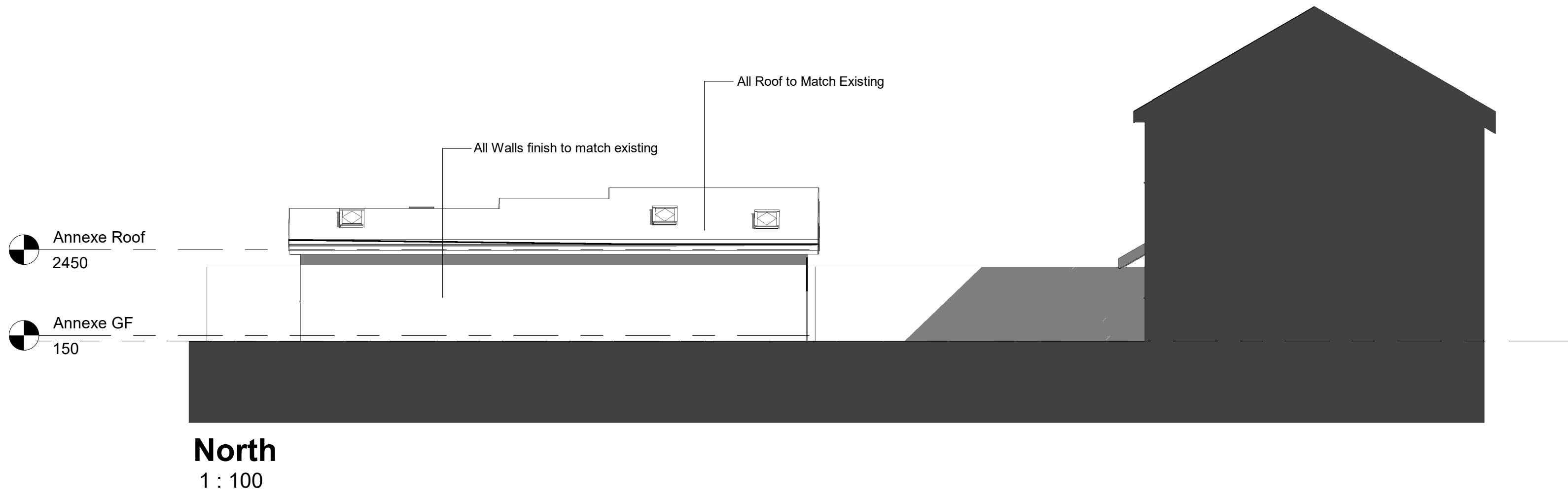


15
Access









Rev	Description	Date

CODE	SUITABILITY DESCRIPTION
STATUS	PURPOSE OF ISSUE PLANNING

Address: 53 Portland Street
Kirkby-In-Ashfield
NG17 7AG

PROJECT
The Naomi Thompson
Place

TITLE
ELEVATIONS

CLIENT
Emerald Salmon

DRAWN BY OSW	CHECKED BY OSW	DATE 09/02/2021
SCALE (@ A1) 1 : 100		PROJECT NUMBER 102
DRAWING NUMBER 102.P03.301		REV

Drainage and Water Search

Prepared for: LEAS Division - Landmark Information Group Limited <tim.marsden@landmark.co.uk>



Property Address

53, Portland Street, Kirkby-in-Ashfield, Nottingham,
NG17 7AG.



Mains Water

 Connected



Foul Water

 Connected



Surface Water Sewer

 Connected



Sewer Pipe Within Boundary

 Yes



Water Pipe Within Boundary

 No

About Your Search

Date:
06/12/2023

Search Type:
Drainage and Water Search

Sewer Undertaker
Severn Trent Water Limited




Our Reference:
D02989240

Your Reference:
Searches/NG177AG/NT382946

Report Prepared by:
Fiona Mathieson

Invoice Number:
E24838286

Legend

-  Typical response
-  Caution - please refer to relevant question
-  Needs attention

If you have any questions about the contents of this Drainage and Water Search, please contact our Customer Service Team on:

Telephone 0800 052 0117


Email cs@onesearchdirect.co.uk

Drainage and Water Search

Report Reference D02989240

53, Portland Street, Kirkby-in-Ashfield, Nottingham, NG17 7AG.


Drainage Map

 Enclosed

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

Please refer to the attached map. Where relevant, assets have been transcribed.

Map of Waterworks

 Enclosed

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

Please refer to the attached map. Where relevant, assets have been transcribed.

Foul Water


 Connected

2.1 Does foul water from the property drain to a public sewer?

Records indicate that foul water from the property does drain to a public sewer.

Note: Please note that this answer has been inferred based on the location of the public sewer in relation to the property (refer to plan for details). In the event that this is incorrect our Professional Indemnity Cover will be applied. Please refer to section 10 of the Terms and Conditions.

Surface Water


 Connected

2.2 Does surface water from the property drain to a public sewer?

Records indicate that surface water from the property does drain to a public sewer.

Note: Please note that this answer has been inferred based on the location of the public sewer in relation to the property (refer to plan for details). In the event that this is incorrect our Professional Indemnity Cover will be applied. Please refer to section 10 of the Terms and Conditions.

Surface Water

 See Detail

2.3 Is a surface water drainage charge payable?

Please refer to the vendor. Obtaining a copy of a recent water bill will confirm the charging basis for the property.

Drainage Assets within Boundary

 Yes

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


The map indicates an asset within the boundaries of the property. A full site inspection should be conducted prior to any works commencing to accurately locate the asset.

Notes

- (1) It has not always been a requirement for public sewers, disposal mains or lateral drains to be recorded on the public sewer map. It is therefore possible for unidentified sewers, disposal mains or lateral drains to exist within the boundaries of the property. A full site inspection is recommended prior to any work commencing.
- (2) Please note that from 1st October 2011 the majority of private sewers and lateral drains connected to the public network as of 1st July 2011 transferred into public ownership and it is therefore possible there may be additional public assets within or close to the boundary which may not be shown on the public sewer plan. The presence of public assets running within the boundary of the property may restrict further development. If there are any plans to develop the property further enquiries should be made to the undertaker.
- (3) The undertaker has a legal right of access to carry out work on its assets, subject to notice. This may result in employees of the undertaker or its contractors needing to enter the property to carry out work.

53, Portland Street, Kirkby-in-Ashfield, Nottingham, NG17 7AG.

Surface Water

 Insured

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

Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property. This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.

Public Sewer


 Yes

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

The public sewer map included indicates that there is a public sewer within 30.48 metres (100 feet) of a building within the property.

Note: From 1st October 2011 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.

Public Sewer

 Insured

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

Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property. This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.

Adoption


 No

2.6 Are any sewer 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?

The property is part of an established development and is not subject to an adoption agreement. Please note the majority of private sewers and lateral drains subject to adoption agreements were transferred into public ownership from 1st October 2011 and there may therefore be additional public sewers other than those shown on the plan.

Note: In the case of recent or new developments, please refer to developer.

Building Over Agreements

 See Detail

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

There is no statutory access to records in relation to any approval or consultation about plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. Where an asset is shown within the boundary, you may wish to make additional enquiries of the relevant authority.


Notes: (1) Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.
(2) From the 1st October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership and the sewerage undertaker may not have been approved or consulted about any plans to erect a building or extension on the property over or in the vicinity of these.

Drainage and Water Search

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Internal Flooding

 Insured

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

Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property. This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.


Sewage Treatment Works

 Insured

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

Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property. This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.

Mains Water

 Connected

3.1 Is the property connected to mains water supply?

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

Note: Please note that this answer has been inferred based on the location of the public water in relation to the property (refer to plan for details). In the event that this is incorrect our Professional Indemnity Cover will be applied. Please refer to section 10 of the Terms and Conditions.

Water Assets within Boundary

 No

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

The map indicates there are no water mains, resource mains or discharge pipes within the boundaries of the property.

Note: It has not always been a requirement for such water mains, resource mains or discharge pipes to be recorded on the public sewer map. It is therefore possible for water mains, resource mains or discharge pipes to exist within the boundaries of the property. A full site inspection is recommended prior to any work commencing.

Adoption

 No

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

Records indicate that water supply serving the property are not the subject of an existing adoption agreement or an application for such an agreement.


Note: Where the property is part of an established development it would not normally be subject to an adoption agreement under Section 104 of the Water Industry Act 1991.

Drainage and Water Search

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Water Pressure

 Insured

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

Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property. This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.


Water Supply Classification

 See Detail

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

Please refer to the vendor. Obtaining a copy of a recent water bill will confirm the classification for the property.

Water Meter

 See Detail

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

Please refer to the vendor. Obtaining a copy of a recent water bill will confirm the charging basis for the property.

Sewerage Undertaker

 See Answer

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

Severn Trent Water Limited, PO Box 5344, Asset Data Management, GIS Mapping Team, Coventry, CV3 9FT.
Telephone: 08457 500 500 Web: www.severntrent.co.uk


Water Undertaker

 See Answer

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

Severn Trent Water Limited, PO Box 5344, Asset Data Management, GIS Mapping Team, Coventry, CV3 9FT.
Telephone: 08457 500 500 Web: www.severntrent.co.uk


Sewerage Service Billing

 See Detail

4.2 Who bills the property for sewerage services?

Please refer to the vendor. Obtaining a copy of a recent water bill will confirm the charging basis for the property.


Water Service Billing

 See Detail

4.3 Who bills the property for water services?

Please refer to the vendor. Obtaining a copy of a recent water bill will confirm the charging basis for the property.

Charging Basis

 See Detail

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


Please refer to vendor. Obtaining a copy of a recent water bill will confirm the charging basis for the property.

Drainage and Water Search

Report Reference D02989240

53, Portland Street, Kirkby-in-Ashfield, Nottingham, NG17 7AG.

Public Sewer

 Insured

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

Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property. This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.

Drainage and Water Search

53, Portland Street, Kirkby-in-Ashfield, Nottingham, NG17 7AG.

Report Reference D02989240

Terms and Conditions

The Search Company

1. This Search Report was prepared by:
OneSearch Direct Limited
2nd Floor
Skypark 1
8 Elliot Place
Glasgow
G3 8EP

Tel 0800 052 0117
Email cs@onesearchdirect.co.uk

(Referred to as "OneSearch").

2. OneSearch Direct is a Limited Company registered in Scotland, Company Number SC230285.

3. OneSearch maintain contractual relationships with various persons involved in the conveyancing process in the UK. OneSearch will disclose on the Search Report any personal or business relationship it has with individuals involved in the sale of the property as identified when the Search Report is ordered. OneSearch cannot accept liability for failing to disclose a relationship when a person's involvement in the transaction is not declared at the outset.

Terms for Preparation of Search

4. This Search Report does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.

5. The necessary searches to prepare this report were completed on the date of issue as specified on the coversheet. This report has been compiled by either a physical examination of public records or the firm's own current records.

Legal Issues

6. The Search Report has been prepared with reasonable care and skill by staff trained and employed by OneSearch.

7. The seller of the subjects or the person acting as his/her estate agent may make copies of this Search Report subject to our prior agreement.

8. These terms are enforceable against OneSearch not only by the seller of the property but also by the purchaser of, or mortgage lender in respect of, the property, in their own right.

9. Any queries or complaints regarding the content of the Search Report; the manner in which the search was prepared or completed; or the service provided by staff of OneSearch should be submitted in the first instance to Customer Services as set out in paragraph 1. Claims may also be made under the relevant insurance. (See also under Liability and Insurance below.)

Liability

10. This search is protected by Professional Indemnity Insurance arranged by Travelers Insurance Co Ltd, the limit of which is £10,000,000. This indemnity also provides cover for errors and omissions in local authority and water company data/ records which are used to compile our search reports. The search further benefits from 6 years run-off cover.

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

Complaints Procedure

12. OneSearch is registered with the Property Codes Compliance Board as a subscriber to the Search Code. The Ombudsman can award up to £5000 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.

If you make a complaint, we will:

- Acknowledge your complaint 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 email, 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 addressed to Customer Services as set out in paragraph 1, either by letter, email, or telephone.

If you are not satisfied with our final response, you may refer the complaint to **The Property Ombudsman** scheme:

Tel 01722 333306
Email admin@tpos.co.uk
Web <http://www.tpos.co.uk/>

We will cooperate fully with the Ombudsman during any investigation and comply with his decision.

Drainage and Water Map



THIS MAP IS PROVIDED FOR INDICATIVE PURPOSES ONLY

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NOTES

1. The position of any apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. No liability is accepted by OneSearch Direct for any error or omission. Assets are indicated for reference purposes only.
2. Private drains and sewers connecting the property to the public system may not be shown as water companies have not historically held these details. Only those assets indicated on the publicly available statutory maps are reproduced on this plan.
3. Section 104 sewers may not be shown on this plan.

4. On 1st October 2011 some private assets transferred to water company ownership, including private sewers and lateral drains. These assets will be indicated where they have been added to the statutory sewer maps, but may not be shown due to the historical nature of private sewers (See note 2).
5. The presence of service pipes should be anticipated and the actual position of mains should be verified and established on site prior to commencing any work
6. For searches in the Wessex Water area, where we are aware that public sewer pipes are 300mm or larger in diameter, these will be shown as strategic sewers.



PERSONAL SEARCH (DW ERRORS AND OMISSIONS AND MISSING ANSWERS)

ISSUED BY
STEWART TITLE LIMITED

stewart title®

POLICY SUMMARY

keyfacts

POLICY TYPE

Personal Search (DW Errors and Omissions and Missing Answers)

THE INSURER

Stewart Title Limited

POLICY TERM

In Perpetuity from the Policy Date

INSURER'S ADDRESS

6 Henrietta Street, London, WC2E 8PS

TO THE POLICYHOLDER

We assume the need to purchase this policy has resulted from legal advice provided to you. You should read this summary in conjunction with the full policy wording to ensure you are fully aware of the terms and conditions of the cover.

TO THE INTERMEDIARY

We recommend this document is provided to the Insured before the conclusion of the insurance contact.

SIGNIFICANT CONDITIONS OR EXCLUSIONS UNDER THIS POLICY

Full details of conditions and exclusions are detailed in the policy, but we would draw your attention to the following:

You, or anyone acting on your behalf, must not:

- disclose the existence of this policy to any third party other than prospective purchasers, lenders, lessees and their legal advisers without our prior written consent
- take or fail to take action which results in a Claim as this may prejudice your position and void the policy
- take any steps to settle a Claim without our prior written consent.

UPDATING THE COVER

Requests to increase or extend cover can be considered. We are not permitted to provide advice or recommend how you proceed as you will need to make your own choice about this, with guidance from your intermediary.

RIGHTS TO CANCEL POLICY

This policy can be cancelled by contacting us within 14 days of the policy date, provided all interested parties (such as lenders holding a mortgage or charge on the Property) consent to cancellation. If you wish to cancel this policy, please write (quoting your policy number) to 'The Underwriting Manager' at the Insurer's Address.

HOW TO CLAIM

Please write (quoting your policy number) to 'The Claims Counsel' at the Insurer's Address or by e mail to ukclaims@stewart.com. You must provide details to us of any potential Claim without delay, please read the full Claims conditions within the policy.

COMPLAINTS

Any complaint should be raised in the first instance with our General Counsel by

- Writing to the General Counsel at the Insurer's Address
- Telephoning 0207 010 7820

Details of our complaints handling procedure are available by contacting our General Counsel

If we are unable to resolve your complaint to your satisfaction, you may have the right to refer your complaint to the Financial Ombudsman Service at Exchange Tower, London E14 9SR. The Financial Ombudsman Service website address is <http://www.financial-ombudsman.org.uk/>.

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the Claim.

Further information about compensation scheme arrangements is available from the FSCS who can be contacted at Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. The FSCS website may be viewed at www.fscs.org.uk.

BASIS OF COVER

The Insured has paid or agreed to pay the Premium for this indemnity cover.

The Insured agrees to comply with the terms and conditions of the policy. Failure by the Insured to comply can lead to invalidation of the policy in whole or in part or reduce the amount of any Claim subsequently made.

Signed for and on behalf of Stewart Title Limited

A handwritten signature in black ink, appearing to read 'Steven Lessack', written in a cursive style.

Steven Lessack
CEO, Stewart Title Limited

Authorised Signatory

POLICY SCHEDULE

POLICY NUMBER 160482	PROPERTY Each property which is noted on the bordereau
POLICY DATE As referred to on the bordereau per Property	LIMIT OF INDEMNITY See Additional Policy Clause(s) section below
POLICY TERM In Perpetuity from the Policy Date	PREMIUM See Additional Policy Clause(s) section below

THE INSURED

The party purchasing the Property at the Policy Date and any bank, building society or other similar lending institution holding a mortgage or charge on the Property ('the Lender') whether as a result of the purchase or as the result of the owner of the Property remortgaging it to the Lender

THE INSURER

STEWART TITLE LIMITED - (Company Reg 2770166), 6 Henrietta Street, Covent Garden, London, WC2E 8PS

THE DEFECT

The Insured has been provided with a Regulated Drainage and Water Search ('the Search') by the Organisation which may contain an Adverse Entry which materially affects the market value of the Property.

INSURED USE

Continued use of the Property for residential or commercial uses as in existence at the Policy Date

EXCLUSION(S)

Any Claim arising from or relating to:

- (i) any matter revealed in any other searches made available to the Insured or anyone acting on the Insured's behalf prior to the Policy Date
- (ii) any matter otherwise known to the Insured or anyone acting on the Insured's behalf prior to the Policy Date
- (iii) consequential loss
- (iv) environmental or contamination matters (including but not limited to the Environmental Protection Act 1990)
- (v) any matter where the Insured or their legal advisors have not followed or acted upon the guidance notes provided in the Search

ADDITIONAL POLICY CLAUSE(S)

Definitions:-

Adverse Entry - Any matter or matters which would have been disclosed in the Search and which were in existence on or before the Policy Date

which adversely affect the market value of the Property but which were not disclosed in the Search due to:-

- (i) the absence in the Search of answers to questions 2.4.1, 2.5.1, 2.8, 2.9, 3.4 and 4.5 and/or
- (ii) incorrect information being given to the Organisation by the statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Search and/or
- (iii) incorrect information being given by the Organisation to the Insured in respect of Questions 2.1, 2.2 and 3.1 where the Organisation has interpreted data obtained from the statutory authority or authorities responsible for maintaining the registers but that interpretation is incorrect due to the negligence of, or an error by, the Organisation.

Organisation - One Search Direct

Regulated Search - A search requested by or on behalf of the Insured in the course of a purchase or remortgage transaction relating to the Property in response to which the Organisation in accordance with the Council of Property Search Organisations' search code has undertaken enquiries and provided a report upon which the Insured relies.

LIMIT OF INDEMNITY
(Up to £ per Property)
£ 2,000,000.00

PREMIUM
(£ inclusive of I.P.T)
£1.15

MEMORANDUM OF ENDORSEMENT For Seller Cover**Definitions:**

The definitions referred to below shall be read as being in addition to those given or where repeated for the purpose of the cover provided to the seller under the Policy as an alternative to those in the Policy.

Seller: The Seller of the Property who has requested and paid for the Regulated Search in order to enable the sale of the Property to the Buyer;

Buyer: The person(s), corporate or incorporate body, named as Buyer in the exchanged contract for the purchase of the Property on whose behalf a Regulated Search has been undertaken or who relies upon a Regulated Search carried out on behalf of the seller of the Property by the Organisation and who has subsequently purchased the Property following receipt of the Regulated Search.

Completion Date: The date upon which the sale of the Property to the Buyer completed.

Offer Price: The lower of (i) the price agreed between the Seller and the Buyer for the sale of the Property prior to the completion Date (ii) the highest valuation of the Property obtained by the Seller from and estate agent prior to marketing the property with the estate agent.

Sale Price: The price actually paid by the Buyer to the Seller for the Property on the Completion Date as detailed in the exchanged contract.

Seller Cover

The cover under this Policy will be extended to provide the additional cover referred to below namely that:-

The Seller shall have cover starting on the Completion Date for the matters referred to in sub paragraph (ii) under the definition of Adverse Entry in this policy by revealing an Adverse Entry which should not have been revealed ('the Error') and which is the sole and direct cause of the Buyer renegotiating the Offer Price of the Property to the Sale Price and as a result of which renegotiation the Seller has suffered loss.

Exclusions

The Company shall be not liable to indemnify the Seller for any Error:

- (i) not disclosed in the Search
- (ii) in respect of any matter of which the Seller or his legal representative had Knowledge as at the date that contracts are exchanged with the Buyer for the purchase of the Property.
- (iii) Any Adverse Entry which arises after the Effective Date
- (iv) The cover for the Seller shall not apply where the transaction is a remortgage or the Property is used for commercial purposes

Conditions

All conditions referred to in the Policy shall apply

This policy document and the bordereau form the basis of the Insured's policy, and the contract between the Insured and the Insurer. Please read the documents and keep them safe.

COVER

In the event there is an Adverse Entry affecting the Property on the Policy Date directly arising from the Search which materially affects the market value of the Property as detailed in the Defect ("Claim") the Insurer will indemnify the Insured against:

- a. The cost of remedying the Adverse Entry (including but not limited to the provision of a further indemnity policy to cover the specific risk(s) revealed by the Adverse Entry) and/or any sums paid pursuant to any voluntary settlement or compromise of a Claim with the prior written consent of the Insurer or any final order, decision, judgment or permanent injunction awarded against the Insured to free the Property from the Claim
- b. Reduction in the market value of the Property used in accordance with the Insured Use the market value being the average of the estimates of two independent Valuers of the market value of the Property as defined from time to time in the guidelines issued by the Royal Institute of Chartered Surveyors at the date of a final order, decision, judgment or permanent injunction awarded against the Insured, or where the Insurer otherwise accepts liability, and being the difference between the market value of the Property as at the Policy Date on the assumption the Adverse Entry is unenforceable and the market value of the Property as at the Policy Date to the extent the Adverse Entry is held to be enforceable
- c. Any shortfall in the amount required to discharge the outstanding debt under the mortgage or charge where the Insured is a mortgagee and exercises its rights under the mortgage or charge, or where the Insurer otherwise accepts liability.
- d. Any damages or compensation (including costs and expenses) awarded against the Insured in any proceedings brought against the Insured or agreed in any voluntary settlement or compromise of a Claim with the prior written consent of the Insurer
- e. All other costs and expenses incurred by the Insured with the prior written consent of the Insurer including the costs of the Insurer in defending or settling the Claim on the Insured's behalf

GENERAL PROVISIONS

- a. Any act or omission by the Insured, or anyone acting on the Insured's behalf, which in whole or in part induces a Claim under the policy may prejudice the Insured's position and could invalidate the policy in whole or in part or reduce the amount of any Claim.
- b. The Insurers liability under this policy will not exceed the Limit of Indemnity (as increased by the Inflation Provision if applicable).
- c. This policy shall be governed by and construed in accordance with the law of England and Wales and is subject to the jurisdiction of the courts of England and Wales.
- d. The policy and any endorsement issued in respect of it are one contract and shall be read together.
- e. The insured will not be entitled to abandon the Property to the Insurer.
- f. Your information may be used for the purposes of insurance administration by the Insurer, its associated companies, by reinsurers and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the Insurer's compliance with any regulatory rules/codes.
- g. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.
- h. If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.
- i. In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

NON INVALIDATION

The interest in this policy of any Insured will not be invalidated by a breach of the policy terms or conditions by any other party, unless

- a. Such party acted on the Insured's behalf or with the Insured's knowledge and consent
- b. Where the Insured is a successor in title, they had knowledge of a breach of the policy terms or conditions or of previous non-disclosure or misrepresentation to the Insurer.

IMPORTANT CONDITIONS

In respect of each Property:-

- a. In deciding to accept this policy in exchange for the Premium and in setting the terms and premium, the Insurer has relied on the assumptions made being correct and any information given by the Insured (or anyone acting on the Insured's behalf). The Insured must ensure that, when answering any questions asked by the Insurer, any information provided is accurate and complete and the Insurer is informed of any assumptions which cannot be met.
 - b. If the Insured deliberately or recklessly provides the Insurer with false or misleading information, the Insurer may treat this policy as if it never existed and decline all claims.
 - c. If the Insured provides the Insurer with false or misleading information carelessly, the Insurer may:
 - a. treat this policy as if it had never existed, and refuse to pay all claims and return the premium paid. However, the Insurer may only do so if it would not otherwise have provided the Insured with insurance cover at all;
-

- b. amend the terms of this insurance, and apply the amended terms as if they were already in place, if a claim has been adversely affected by the Insured's carelessness;
 - c. reduce the amount the Insurer will pay on a claim in the proportion the premium the Insured has paid bears to the premium the Insurer would have charged for the policy; or
 - d. take a similar proportionate action.
- The Insurer, or anyone acting on the Insurer's behalf, will write to the Insured if the Insurer intends to treat this policy as if it had never existed, or amend the terms of the policy.
- d. If the Insured becomes aware that the information given to the Insurer is inaccurate, the Insured must inform the Insurer as soon as practicable.
 - e. The Insured (or anyone acting on the Insured's behalf) shall not at any time disclose the existence of this policy to any third party other than bona fide prospective purchasers, their lenders, lessees and respective legal advisers without the Insurers written consent
 - f. The Insured shall not discuss the Defect with any party without the Insurer's written consent, who, it is reasonable to believe can as a result of the discussion make a Claim.
 - g. A bordereau is provided to the Insurer by the Policyholder in Excel format setting out the address of the Property, the Limit of Indemnity (being the purchase price of the Property) and the Policy Date (being the date of exchange of contracts for the purchase of the Property by the Insured) and that the bordereau is sent to the Insurer at the Insurer's Address within 14 days of the month end following the Policy Date and payment for all properties listed on the bordereau paid either by cheque payable to Stewart Title Limited or by BACS to HSBC Bank Plc, 60 Queen Victoria Street, London EC4N 4TR Account Name: Stewart Title Premium Collection Account, Sort Code 40-05-30, Account Number: 94573269 Reference: 160482

In respect of Conditions e, f and g above where the Insured fails to comply with these conditions the Insurer's liability under this policy may be limited to the extent the Insurer is compromised by any breach of these conditions

COMPLAINTS PROCEDURE

Any complaint should be raised in the first instance with our General Counsel by

- Writing to the General Counsel at the Insurer's Address
- Telephoning 0207 010 7820

Details of our complaints handling procedure are available by contacting our General Counsel.

If we are unable to resolve your complaint to your satisfaction, you may have the right to refer your complaint to the Financial Ombudsman Service at Exchange Tower, London E14 9SR. The Financial Ombudsman Service website is <http://www.financial-ombudsman.org.uk/>.

The existence, and your use of, this complaints process is without prejudice to your other rights under this policy and your rights in law.

RIGHT TO CANCEL POLICY

This Policy can be cancelled by contacting us within 14 days of the policy date, provided all interested parties (such as lenders holding a mortgage or charge on the Property) consent to cancellation. If you wish to cancel this policy, please write (quoting your policy number) to 'The Underwriting Manager' at the Insurer's Address.

We may at our discretion charge you for the time that you have been on cover including Insurance Premium Tax.

Any refund of premium will be made to the party who paid the premium.

CLAIMS CONDITIONS

On becoming aware of any potential or actual Claim, the Insured will:

- a. provide written notice and details to the Insurer at the Insurer's Address immediately of all known facts including all communications, correspondence and all court documents.
- b. not admit any liability whatsoever or take steps to compromise or settle the Claim, without the written consent of the Insurer.
- c. provide all information and assistance that the Insurer and/or any party professional or otherwise acting on the Insurer's behalf require at the Insured's own expense doing everything reasonably practicable with the Insurer's prior written consent to minimise any loss.

The Insured will not make any

- a. admission, promise of payment or indemnity
- b. application to a court, Upper Tribunal (Land Chamber) or the Land Registry without the written consent of the Insurer

DEALING WITH THE CLAIM

- a. In dealing with the Claim the Insurer will at its discretion and cost be entitled to (whether or not the Insurer is liable under this policy):-
 - i. take or defend proceedings in any court or tribunal in the name of the Insured in any proceedings including the right to abandon or submit to judgment

-
- ii. exercise, in the name of the Insured, any rights or remedies available to the Insured in any proceedings including the right to abandon or submit to judgment
 - iii. compromise, settle or compound the Claim and deal in such manner as it thinks fit
 - iv. pay at any time to the Insured the amount of the Limit of Indemnity (as increased by the Inflation Provision if applicable) or any lesser amount for which the Claim can be settled and then relinquish control of and have no further involvement with the Claim.
- b. The Insurer shall be under no obligation to pay the proceeds of any Claim paid under this Policy to any party other than the Insured and that the proceeds of any Claim shall be incapable of assignment.
 - c. If, at the time of the Claim, there is other insurance (whether incepted by the Insured or any other party) under which the Insured may be entitled to make a Claim, either wholly or partly in respect of the same interest or risk covered by this policy, the Insurer will not be liable to pay or contribute more than their rateable proportion of the Claim.
 - d. If the Insured shall make any Claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and the Claim shall be forfeited.
 - e. The Insurer will be entitled to all rights and defences it may have in respect of a Claim notified by any Insured against any successor to that Insured.
 - f. Where the Insurer and the Insured cannot agree to the amount to be paid under this policy the matter shall be referred to an arbitrator to be appointed by the parties (or in default of agreement, in accordance with the law in force at the time). The making of an award by the arbitrator shall be a condition precedent to any right of action against the Insurer. The Insured will afford to the Insurer every reasonable assistance in this respect.
 - g. If the Insurer agrees or is obliged to make any payment to or on behalf of an Insured because of the risk insured by this policy the Insurer will immediately be subrogated to any rights which the Insured may have in relation to that risk.

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the Claim.

Further information about the compensation scheme arrangements is available from the FSCS who can be contacted at Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, EC3A 7QU. The FSCS website may be viewed at www.fscs.org.uk.

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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 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.

Complaints

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

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

TPOs Contact Details:

The Property Ombudsman scheme
Milford House,
43-55 Milford Street,
Salisbury,
Wiltshire
SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
Email: admin@tpos.co.uk

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

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

Regulated Local Authority Search

Land Charges Summary

This search reveals 7 registration(s) as described in the schedule hereto.



Planning Permissions

Sections 1.1a-1.1i

Yes



Building Regulations Approval

Sections 1.1j-1.1l

Yes



Planning Designations and Proposals

Section 1.2

Identified



Roads

Roads, Footways, and Footpaths
Maintained at Public Expense
Section 2.1

Public

Other Matters



Nearby Road Schemes

Section 3.4

No



Nearby Railway Schemes

Section 3.5

Identified



Traffic Schemes

Section 3.6

No

About Your Search

Search Type:

**Land Charges Register and Local
Search Enquiries**

Property:

53 Portland Street
Kirkby-in-Ashfield
Nottingham
NG17 7AG

Local Authority:

Ashfield District Council
Council Offices, Urban Road,
Kirkby-in-Ashfield, Nottingham,
Nottinghamshire, NG17 8DA.

Our Reference:

XX/3578488

Your Reference:

Searches/NG177AG/NT382946

Prepared by:

jmack

Invoice Number:

E24838285

Date:

06/12/2023

If you require any further information, or if you would like to order any additional recommended searches or insurances, please do not hesitate to contact our Customer Service Team on:



0800 052 0117



cs@onesearchdirect.co.uk



Contents

This report is divided into the following colour codes for ease of interpretation:-

Search of Local Land Charges Register
Local Search Enquiries
1.1 Planning and Building Regulation Decisions and Pending Applications
1.2 Planning Designations and Proposals
2.1 Roads, Footways and Footpaths
2.2 - 2.5 Public Rights of Way
3.1 - 3.2 Land Required for Public Purposes
3.3 Drainage Matters
3.4 Nearby Road Schemes
3.5 Nearby Railways Schemes
3.6 Traffic Schemes
3.7 Outstanding Notices
3.8 Contravention of Building Regulations
3.9 Notices, Orders, Directions, and Proceedings under Planning Acts
3.10 Community Infrastructure Levy (CIL)
3.11 Conservation Areas
3.12 Compulsory Purchase
3.13 Contaminated Land
3.14 Radon Gas
3.15 Assets of Community Value

If you require assistance in interpreting this report, call our customer services desk on **0800 052 0117** or email cs@onesearchdirect.co.uk.

The information in this Search Report has been prepared following a search of (a) publicly available property related information held by the relevant local authority; and (b) property related information derived from the relevant local authority held by OneSearch Direct Ltd.

Search of Local Land Charges Register

Subjects: **53, Portland Street, Kirkby-in-Ashfield, Nottingham, NG17 7AG.**
 Date of Search Report: **06/12/2023**
 Search Report No: **05414788**
 Search Report Prepared By: **jmack**

Charges on Register

03 - Planning Charges			
Description Of Charge (including reference to appropriate statutory provision)	Originating Authority	Place Where Relevant Documents May Be Inspected	Date Of Registration
V/1974/0106 Proposal: CHANGE OF USE FROM HOUSE TO PROBATION TREATMENT CENTRE	Ashfield District Council	Council Offices, Urban Road, Kirkby-in-Ashfield, Nottingham, Nottinghamshire, NG17 8DA.	27/6/1974
V/1975/0644 Proposal: RENEWAL OF CONSENT FOR PROBATION TREATMENT CENTRE	Ashfield District Council	Council Offices, Urban Road, Kirkby-in-Ashfield, Nottingham, Nottinghamshire, NG17 8DA.	7/10/1975
V/1976/0835 Proposal: CHANGE OF USE FROM RESIDENTIAL TO OFFICES	Ashfield District Council	Council Offices, Urban Road, Kirkby-in-Ashfield, Nottingham, Nottinghamshire, NG17 8DA.	20/12/1976
V/1977/0048 Proposal: ALTERATIONS FROM RESIDENTIAL TO OFFICES	Ashfield District Council	Council Offices, Urban Road, Kirkby-in-Ashfield, Nottingham, Nottinghamshire, NG17 8DA.	17/2/1977
V/1987/0195 Proposal: CHANGE OF USE TO ADVICE CENTRE AND ERECTION OF TOILET BLOCK	Ashfield District Council	Council Offices, Urban Road, Kirkby-in-Ashfield, Nottingham, Nottinghamshire, NG17 8DA.	3/6/1987
V/1988/0877 Proposal: CHANGE OF USE TO RESIDENTIAL AND ALTERATIONS	Ashfield District Council	Council Offices, Urban Road, Kirkby-in-Ashfield, Nottingham, Nottinghamshire, NG17 8DA.	23/2/1989
04 - Miscellaneous Charges			
Description Of Charge (including reference to appropriate statutory provision)	Originating Authority	Place Where Relevant Documents May Be Inspected	Date Of Registration
Smoke Control Order Ashfield No 9 made under Section 11 of the clean Air Act 1956 to operate from 01/07/1975 but this is subject to an exemption in respect of the use of paper and sticks in kindling SCO_RefNo009_1973 ke Control Order	Ashfield District Council	Council OfficesUrban RoadKirkby-in-AshfieldNottinghamNottinghamshireNG17 8DA.	22/1/1979

Local Search Enquiries

Subjects: **53, Portland Street, Kirkby-in-Ashfield, Nottingham, NG17 7AG.**
 Date of Search Report: **06/12/2023**
 Search Report No: **05414788**
 Search Report Prepared By: **jmack**

Local Search Enquiries deal with entries which affect the subjects of search but which have not been registered as a Land Charge by the Local Authority.

Information relating to applications, consents, designations, notices, orders and other items which are disclosed in the search of the Land Charges register will not be duplicated below.

Planning and Building Regulation Decisions and Pending Applications

1.1. Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications:-

1.1

Section 1.1 (a) Planning Permissions			Yes
Decision	Date	Application Type	
V/1974/0106 Proposal Change of use from house to probation treatment centre	Approved on Conditions	28-Jun-1974	Planning
V/1975/0644 Proposal Renewal of consent for probation treatment centre	Approved on Conditions	8-Oct-1975	Planning
V/1976/0835 Proposal Change of use from residential to offices	Approved on Conditions	20-Dec-1976	Planning
V/1977/0048 Proposal Alterations from residential to offices	Approved on Conditions	17-Feb-1977	Planning
V/1987/0195 Proposal Change of use to advice centre and erection of toilet block	Approved on Conditions	4-Jun-1987	Planning
V/1988/0877 Proposal Change of use to residential and alterations	Approved on Conditions	23-Feb-1989	Planning
V/2021/0147 Proposal Dwelling	Refused	28-Apr-2021	Planning
Section 1.1 (b) Listed Building Consents			None
Section 1.1 (c) Conservation Area Consents			None
Section 1.1 (d) Certificate of Lawfulness of Existing Use or Development			None
Section 1.1 (e) Certificate of Lawfulness of Proposed Use or Development			None
Section 1.1 (f) A Certificate of Lawfulness of Proposed Works for Listed Buildings			None
Section 1.1 (g) A Heritage Partnership Agreement			None
Section 1.1 (h) A Listed Building Consent Order			None
Section 1.1 (i) A Local Listed Building Consent Order			None
Section 1.1 (j) Building Regulations Approvals			None
Section 1.1 (k) Building Regulations Completion Certificate			None
Section 1.1 (l) Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?			Yes
Decision	Date	Application Type	

CP/2013/2884/	Registered	31-May-2013	Certificate Number: 05414788 Any Building Regulations Certificate or Notice Issued in Respect of Work Carried out under a Competent Person Self Certification
Proposal Install a photovoltaic system House Dwelling Install one or more new circuits House Dwelling			
20201106NICEIC/1.2	Registered	5-Nov-2020	Any Building Regulations Certificate or Notice Issued in Respect of Work Carried out under a Competent Person Self Certification
Proposal Install a replacement consumer unit			
Informative <i>The seller or developer should be asked to provide evidence of compliance with building regulations. This search reports information on planning and other matters relating to the subject property only. If required, information relating to other properties in the vicinity can be supplied on receipt of a separate search request.</i>			
Informative <i>The Local Authority's computerised records of planning and building control documents do not extend back before planning - 01/01/1974 - and building control - 01/01/2000 - and replies will only cover the period since that date. If earlier history is required, please contact the Planning & Building Control Department - refer to search information sheet for contact details</i>			
Informative <i>With regards to 1.1(I) please note the Local Authority may not always be aware of such works and enquiries should also be made of the seller.</i>			

Planning Designations and Proposals

1.2. 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?			See details below	1.2
Ashfield Local Plan Review Adopted	Adopted	22/11/2002		
Local Plan Policy	Borough Boundary			
Local Plan Policy	Main Urban Area			
Local Plan Policy	District Shopping Centre			
Local Plan Policy	Greenwood Community Forest Boundary			
Informative <i>This reply reflects the Policies or Proposals in any existing adopted Development Plan and in any formally proposed Alteration or Replacement Plan, but does not include Policies contained in Planning Guidance Notes or Supplementary Planning documents. Further enquiries should be made to the Local Authority (ref to Search Information Sheet).</i>				

Roads

2.1 Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are:-		2.1
(a) Highway Maintainable at Public Expense	Public	
Name	Status	
Portland Street, Kirkby-in-Ashfield	Public	
(b) Subject to adoption and supported by a bond or bond waiver	No	
(c) To be made up by a local authority who will reclaim the cost from the frontagers; or	No	
(d) To be adopted by a local authority without reclaiming the cost from the frontagers?	No	
Informative Any further enquiries should be made to the Local Authority's Highways Department (refer to Search Information Sheet).		

2.2 Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?	No	2.2
Informative Please note additional public rights of way may exist other than those shown on the definitive map.		

2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, on the Register?	No	2.3
Informative Please note additional public rights of way may exist other than those shown on the definitive map.		

2.4 Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?	No	2.4
Informative Please note additional public rights of way may exist other than those shown on the definitive map.		

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

No

2.5

Other Matters

Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property? If so please refer to Search Information Sheet for contact details. Note: Matters entered onto the Local Land Charges Register, or visibly by property/site inspection, will not be referred to (where relevant) in answer to the enquiries 3.1 to 3.15 below

Land Required for Public Purposes

3.1. Is the property included in land required for public purposes?

No

3.1

Land to be Acquired for Road Works

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

No

3.2

Drainage Matters

3.3

3.3. Is the property:-	
(a)Served by a sustainable urban drainage sustem (SuDS)?	Not Available
(b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?	Not Available
(c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?	Not Available
Informative <i>Many Local Authority records do not allow for the provision of comprehensive answers for these questions. We therefore recommend checking planning approvals, Section 106 Agreements and referring to the vendor in order to establish if the property is served by a Sustainable Urban Drainage System.</i>	

Nearby Road Schemes

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

No

3.4

- (a) The centre line of a new trunk road or special road specified in any order, draft order or scheme;
- (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;
- (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;
- (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; or
 - iii) Construction of a roundabout (other than a mini-roundabout) or widening by construction of one or more additional traffic lanes
- (e) The centre line of the proposed route of a new road under proposals published for public consultation; or
- (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 of a roundabout (other than a mini-roundabout); or
 - iii) Widening by construction of one or more additional traffic lanes, under proposals published for public consultation?

Informative

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

Nearby Railway Schemes

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

No

3.5

Informative

Please refer to search information sheet for contact details relating to relevant rail schemes.

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

Yes

3.5

Scheme Type	Proposal
HS2 Phase 2 - preferred route November 2016	HS2 Phase 2 - West Midlands to Leeds and Manchester - preferred route November 2016
Maid Marian Line Reopening	Maid Marian Line Reopening
Informative <i>Please refer to search information sheet for contact details relating to relevant rail schemes.</i>	

Traffic Schemes

3.6 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:	No	3.6
<ul style="list-style-type: none"> (a) Permanent stopping up or diversion; (b) Waiting or loading restrictions (c) One way driving (d) Prohibition of driving (e) Pedestrianisation (f) Vehicle width or weight restrictions (g) Traffic calming works including road humps (h) Residents parking controls (i) Minor road widening or improvement (j) Pedestrian crossings (k) Cycle tracks; or (l) Bridge building? 		
<p>Informative <i>In some circumstances, road closures can be obtained by third parties from magistrate's courts, or can be made by the Secretary of State for Transport without involving the local authority.</i></p>		
<p>Informative <i>Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.</i></p>		
<p>Informative <i>This enquiry is designed to reveal matters that are yet to be implemented and could not therefore be ascertained by a visual inspection. Schemes that have been, or are currently being implemented will not be referred to in answer to this enquiry.</i></p>		

Outstanding Notices

3.7. Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this schedule:-	No	3.7
<ul style="list-style-type: none"> (a) Building Works; (b) Environment; (c) Health and Safety; (d) Housing; (e) Highways; or (f) Public health? (g) Flood and coastal erosion risk management 		
<p>Informative <i>Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.</i></p>		

Contravention of Building Regulations

3.8. Has a local authority authorised in relation to the property any proceedings for the contravention of any provisions contained in building regulations	No	3.8
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Notices, Orders, Directions and Proceedings under Planning Acts

3.9

3.9. 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) Enforcement Notice	No
(b) Stop Notice	No
(c) Listed Building Enforcement Notice	No
(d) Breach of Condition Notice	No
(e) Planning Contravention Notice	No
(f) Other Notice Relating to Breach of Planning Control	No
(g) Listed Buildings Repair Notice	No
(h) In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation	No
(i) A Building Preservation Notice	No
(j) A Direction Restricting Permitted Development	No
(k) An Order Revoking or Modifying Permission	No
(l) An Order Requiring Discontinuance of Use or Alteration or Removal of Buildings or Works	No
(m) Tree Preservation Order	No
(n) Proceedings to Enforce a Planning Agreement or Planning Contribution	No

Informative

Matters already entered on the Local Land Charges Register will not be revealed in answer to enquiries 3 (a), (c), and (f-n).

Community Infrastructure Levy (CIL)

3.10 (a) Is there a CIL charging schedule?	No	3.10
(b) If yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-		
(i) a liability notice?	No	
(ii) a notice of chargeable development	No	
(iii) a demand notice	No	
(iv) a default liability notice?	No	
(v) an assumption of liability notice?	No	
(vi) a commencement notice?	No	
(c) Has any demand notice been suspended?	No	
(d) Has the Local Authority received full or part payment of any CIL liability?	No	
(e) Has the Local Authority received any appeal against any of the above?	No	
(f) Has a decision been taken to apply for a liability order?	No	
(g) Has a liability order been granted?	No	
(h) Have any other enforcement measures been taken?	No	
Informative <i>Matters already entered on the Local Land Charges Register will not be revealed in answer to enquiries 3.10 (b)(i), (b)(iii), (d), and (f-h).</i>		

Conservation Areas

3.11. Do the following apply in relation to the property:-	No	3.11
a) The making of the area a Conservation Area before 31st August 1974; or b) An unimplemented resolution to designate the area a Conservation Area?		

Compulsory Purchase

3.12. Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	No	3.12
Informative <i>Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.</i>		

Contaminated Land

3.13. 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:-

No

3.13

- a) A contaminated land notice;
- b) In relation to a register maintained under section 78R of the Environmental Protection Act 1990 -
 - I) A decision to make an entry; or
 - II) An entry; or
- c) Consultation with the owner or occupier of the property conducted under Section 78G (3) of the Environmental Protection Act 1990

Informative

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

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

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

As part of the OneSearch Local Search we will inspect the remediation register where available.

Radon Gas

3.14. Do records indicate that the property is in a “Radon Affected Area” as identified by Public Health England or Public Health Wales?	Yes 3.14
<p>Yes. If you have obtained an environmental report we would refer you to the relevant section which will provide you with the percentage of homes in your immediate area which are above the action level. If you have not obtained an environmental report please contact us and we will provide you with a radon risk report. The cost of a Landmark Radon Report is currently £1.20 including VAT.</p> <p>Informative</p> <p><i>“Radon Affected Area” means a part of the country with a 1% probability or more of present or future homes being above the Action Level. Such areas are designated by Public Health England which also advises Government on the numerical value of the “Radon Action Level” (the recommended maximum radon concentration for present homes expressed as an annual average concentration in the home. Radon concentrations above the Action Level should be reduced below it and become as low as reasonably practicable).</i></p> <p><i>The areas are identified from radiological evidence and are periodically reviewed by Public Health England. Existing homes in Affected Areas should have radon measurements. The present owner should say whether the radon concentration has been measured in the property; whether the result was at or above the Action Level and if so whether remedial measures were installed and whether the radon concentration was re-tested to assess the effectiveness of the remedy.</i></p> <p><i>Radon preventative measures are required for new buildings in higher risk areas. For new properties the builder and/or the owners of properties built after 1988 should say whether protective measures were incorporated in the construction of the property.</i></p> <p><i>Further information on radon, including an indicative version of the Radon Affected Areas map, the associated health risks and common questions and answers is available from Public Health England Radon Survey Centre of Radiation website (http://ukradon.org/). Alternatively information can be requested from Public Health England on 01235 822622 or by writing to Radon Survey, Centre for Radiation, Chemical and Environmental Hazards, Chilton, Didcot, Oxon, OX11 0RQ.</i></p>	

Assets of Community Value

3.15. (a) Has the property been nominated as an asset of community value? If so:-	No	3.15
(i) Is it listed as an asset of community value?	No	
(ii) Was it excluded and placed on the “nominated but not listed” list?	No	
(iii) Has the listing expired?	No	
(iv) Is the Local Authority reviewing or proposing to renew the listing?	No	
(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?	No	
(ii) Has the Local Authority received a notice of disposal?	No	
(iii) Has any community interest group requested to be treated as a bidder?	No	
Informative Matters already entered on the Local Land Charges Register will not be revealed in answer to enquiry 3.15 (a)(i).		

Search Information Sheet

Service Contact Details

Ashfield District Council

Council Offices
Urban Road
Kirkby-in-Ashfield
Nottingham
NG17 8DA



Public Health England

Public Health England
Wellington House
133-155 Waterloo Road
London
SE1 8UG



020 7654 8000



enquiries@phe.gov.uk

Crossrail

8 Cavell Mews
Flitwick
Bedford
MK45 1GT



0345 602 3813



helpdesk@crossrail.co.uk

HS2

28 Larch Road
Dartford
DA1 2LF



020 7944 4908



HS2enquiries@hs2.org.uk

Terms and Conditions

The Search Company

1. This Search Report was prepared, and the search carried out, by OneSearch Direct Limited, (Company number SC230285), 2nd Floor, Skypark SP1, 8 Elliot Place, Glasgow G3 8EP (referred to in these Notes as "OneSearch").
2. ONESEARCH Direct Limited is a limited company registered in Scotland.
3. OneSearch maintain contractual relationships with various persons involved in the conveyancing process in the UK. OneSearch will disclose on the Search Report any personal or business relationship which it has with any person involved in the sale of the property who is identified at the point of ordering the search. OneSearch cannot accept any liability for failing to disclose a relationship where the involvement of a person in the transaction was not made known to it at the time of ordering the search.

Terms for Preparation of Search

4. This Search Report does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.
5. The information in this Search Report has been prepared following a search of (a) publicly available property related information held by the relevant local authority; and (b) property related information derived from the relevant local authority held by OneSearch. The address of OneSearch is set out in paragraph 1 above in this Notes section. Copies of relevant documents held by the relevant local authority can be obtained by contacting the relevant local authority at the said address. Fees and contact information for obtaining copies of such documents are available on request by contacting us on 0800 052 0117 or by e-mailing cs@onesearchdirect.co.uk. The searches from which this Search Report was prepared were completed on the date this Search Report was issued (the said date of issue being the date stated on page 1 of the report.)

Scope of Area Searched

6. Local Plan policies, proposals and recommendations: only those which apply directly to the property of the search are disclosed.
7. Planning applications and building regulations on the property only have been searched. The minimum search period is 10 years.

Definition of Search Terms

8. Definition of Search Terms - Roads
 - . Any road (as defined by the Highways Act 1980) or part thereof which has been taken over and is maintained by the local Roads Authority is denoted as Public.
 - . Any road (as defined by the Highways Act 1980) or part thereof which has not been taken over and is not maintained by the local Roads Authority is denoted as Private.

Legal Issues

9. The Search Report has been prepared with reasonable care and skill by staff trained and employed by OneSearch.
10. The seller of the subjects or the person acting as his/her estate agent may make copies of this Search Report subject to our prior agreement.
11. These terms are enforceable against OneSearch not only by the seller of the property but also by the actual or potential purchaser of, or mortgage lender in respect of, the property, in their own right.

Cancellations

12. Wherever possible, we will cancel a request without attaching a charge. In some instances, however, we may need to recover costs which have already been incurred. Any such costs will be applied in line with the following timescales:
- Any personal search cancelled up to one working day after the order is placed can be cancelled without charge
 - Any personal search cancelled on the expected return date, or one working day before, will attract a 100% charge
 - Any personal search cancellation request made between these times will attract a 50% charge.
 - Any ancillary report cancellation request received where no work has been carried out can be cancelled without charge. Any direct costs incurred will be passed on and charged in full.

Should you have any questions regarding the cancellation policy please contact the Customer Services Department on 0800 052 0117.

Cancellations

12. Wherever possible, we will cancel a request without attaching a charge. In some instances, however, we may need to recover costs which have already been incurred.

Queries

13. Any queries or complaints regarding the content of the Search Report; the manner in which the search was prepared or completed; or the service provided by staff of OneSearch should be submitted in the first instance to the Customer Services Department by telephone on 0800 052 0117 or by emailing cs@onesearchdirect.co.uk. Claims may also be made under the relevant insurance. (See also under Liability and Insurance below.)

Liability and Insurance

14. This search is protected by Professional Indemnity Insurance arranged by Tokio Marine HCC, the limit of which is £10,000,000. This indemnity also provides cover for errors and omissions in local authority and water company data/records which are used to compile our search reports. The search further benefits from 6 years run-off.
15. If the insurance company goes out of business, compensation may be available from the Financial Services Compensation Scheme (FSCS). The Financial Ombudsman Service may also provide help in resolving disputes involving insurance companies.

Complaints Procedure

16. OneSearch Direct is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly.

If you want to make a complaint, we will:

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

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs); Tel: 01722 333306, website: www.tpos.co.uk, email: admin@tpos.co.uk.

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

Complaints should be sent to: cs@onesearchdirect.co.uk

or

Customer Services Manager
OneSearch Direct
Skypark SP1
8 Elliot Place
Glasgow
G3 8EP
Tel: 0800 052 0117

The Search Company, OneSearch Direct have a contractual relationship with the following parties to the compilation of your search
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LEAS Division - Landmark Information Group Limited

Fact Sheet for Homebuyers



Why do I need this search?

Your conveyancer has requested this search to make sure there are no nasty surprises lurking within your property. It is usually a lender requirement that you obtain a local search before they will agree to release the finance you need to complete your property transaction. But what does it all mean?

08 - Civil Aviation Charges	
Description Of Charge (including reference to appropriate statutory provision)	Originating Authority
Reference ABCXX. Aerodrome safeguard zones. Within the boundary of the Aerodrome Safeguarding Area there may be restrictions on all buildings, structures, erections and works exceeding 90 metres in height (295.3 feet) - DfT circular 2003.	North Somerset Council

Local Land Charges

The Land Charges Register will highlight any restrictions on use, or financial obligations placed on the property. These are generally binding on successive owners, so it's very important that your conveyancer explains this part thoroughly to you.

Planning Decisions

Have previous owners been rejected for that extension you had your eye on? Has permission been granted for those double glazed windows on your property that is within a Conservation Area? You can find out in this section of the report.

1.1. Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications:-		
Section 1.1 (a)	Planning Permissions	None
Section 1.1 (b)	Listed Building Consents	None
Section 1.1 (c)	Conservation Area Consents	None
Section 1.1 (d)	Certificate of Lawfulness of Existing Use or Development	None
Section 1.1 (e)	Certificate of Lawfulness of Proposed Use or Development	None

Section 1.1 (f)	Building Regulations Approvals
Section 1.1 (g)	Building Regulations Completion Certificate
Section 1.1 (h)	Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?

Building Regulations

Have any works that have been carried out on property been done with appropriate consent? This section will reveal any applications made to Building Control for changes to the property. This is important as any works without appropriate consent may result in the council taking action and as the new homeowner you would be liable for remediation work.

Planning Designations and Proposals

Local Plans are vital for setting out what types of development can be permitted within a local development framework. This includes housing, business, and essential infrastructure.

1.2. 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 Somerset Council Local Development Framework	
Clevedon, Nailsea, and Portishead	Adopted
North Somerset Replacement Local Plan Adopted#1390	
Local Plan Policy	Conservation Area
Local Plan Policy	Borough Boundary
Local Plan Policy	Forest of Avon
Local Plan Policy	Settlement Boundary

2. Which of the roads, footways and footpaths named in the application for this search are:-				
(a) Highway Maintainable at Public Expense				
Name	Carriageway	Footway	Footpath	Verge
Sample Hill, Portishead	Public	Public	None	None
Footpath to side	None	None	Private	None

Roads

If your road is not maintainable at public expense, you could be liable for its maintenance and repairs. Your conveyancer will clarify ownership and liability should the search return a "private" result.

Fact Sheet for Homebuyers

Important! Please note...

Your conveyancer will discuss with you any issues that have been flagged up in this report. If there's a section you would like more information on, please get in touch with them directly and they can advise you further.



3.6 Has a local authority approved but not yet implemented any of the following for roads, footways and footpaths which abut the boundaries of the property:

- (a) Permanent stopping up or diversion;
- (b) Waiting or loading restrictions
- (c) One way driving
- (d) Prohibition of driving
- (e) Pedestrianisation
- (f) Vehicle width or weight restrictions
- (g) Traffic calming works including road humps
- (h) Residents parking controls
- (i) Minor road widening or improvement
- (j) Pedestrian crossings
- (k) Cycle tracks; or
- (l) Bridge building?

Roads, Railway and Traffic Schemes

Are there any proposals to construct a new road or railway nearby? What about proposed speed bumps outside your front door? This report will search within 200m for road and railway schemes, and will detect any relevant traffic schemes.

Notices and Orders

This section of the search will report on any enforcement action connected to the property, whether that be proposed, served, appealed, or withdrawn. This includes Breach of Condition Notices and Listed Building Notices.

3.9. 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) Enforcement Notice	No
(b) Stop Notice	No
(c) Listed Building Enforcement Notice	No
(d) Breach of Condition Notice	No
(e) Planning Contravention Notice	No

3.12. 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:-

No

- a) A contaminated land notice;
- b) In relation to a register maintained under section 78R of the Environmental Protection Act 1990 -
 - i) A decision to make an entry; or
 - ii) An entry; or
- c) Consultation with the owner or occupier of the property conducted under Section 78G (3) of the Environmental Protection Act 1990

Contaminated Land

If there is contaminated land at the site of your property, and if the original polluter cannot be traced, there are instances when the new owner of the land may become liable for remediation (including compensating others who are affected by it!). Your conveyancer will be able to advise you of any liability risks.

What does this search NOT include?

Matters that are not specific to your property will not be included within this search, unless stated otherwise. Your conveyancer should also obtain other searches as required, which may include Drainage & Water, Environmental Searches and Mining Searches.

Please ensure you are comfortable with the content of this search before you fully commit to purchasing the property.



Important Consumer Protection Information

This search has been produced by Onesearch Direct (Address: Skypark SP1, 8 Elliot Place, Glasgow G3 8EP Telephone: 0800 052 0117 Fax: 0141 572 2033 or E-mail: cs@onesearchdirect.co.uk) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

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

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

The Code's core principles

Firms which subscribe to the 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.

Complaints

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

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

TPOs Contact Details:

The Property Ombudsman scheme
Milford House,
43-55 Milford Street,
Salisbury,
Wiltshire
SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
Email: admin@tpos.co.uk

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

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