


12 JUNE 2024



HARDWICK CAMPUS ST PAUL'S ROAD CHELTENHAM GL50 4BS

University of Gloucestershire

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EXECUTIVE SUMMARY


Hardwick Campus, University of Gloucestershire, St Paul's Road, Cheltenham GL50 4BS

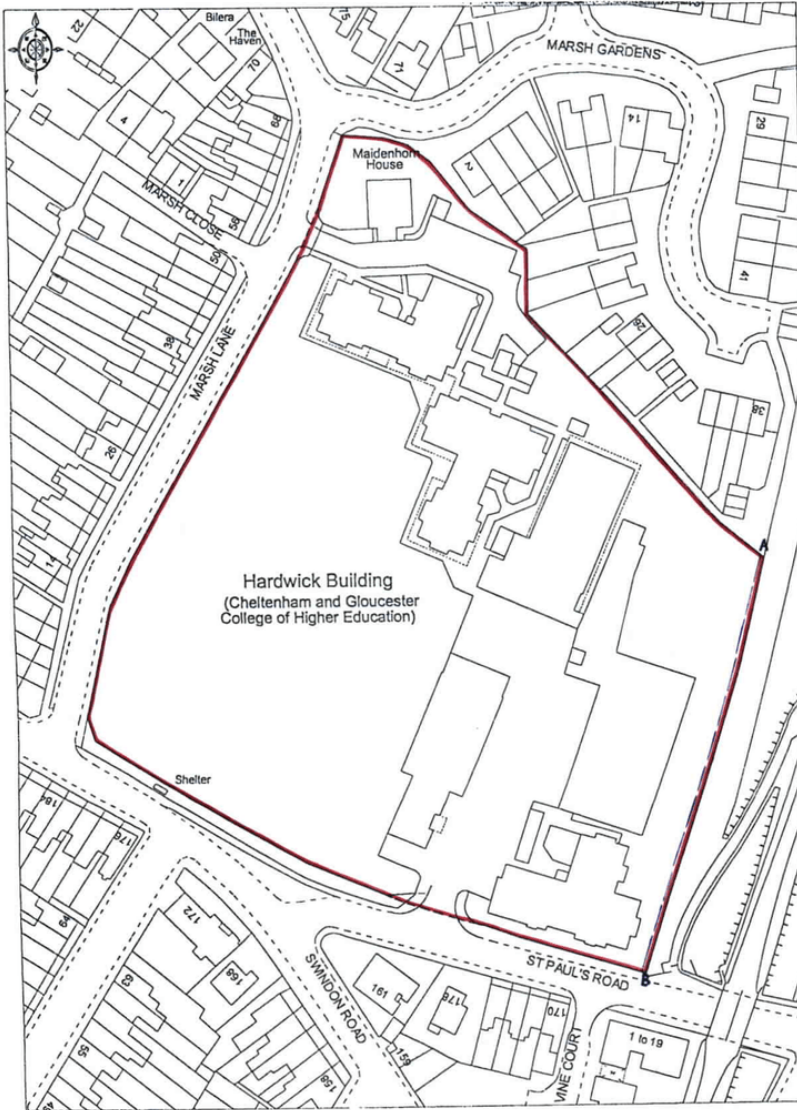
Tenure	Freehold Absolute title number GR210743
Proprietor	University of Gloucestershire
Area	Gloucestershire : Cheltenham
Description	The property is a university campus comprised of residential (on-site student accommodation – 123 rooms), teaching, storage and administrative buildings
Rights Burdening	<p>Part of the property is subject to the rights granted by a Deed dated 1 December 1954 made between (1) The Minster of Health (Grantor) and (2) South Western Gas Board)</p> <p><i>"The Grantor as Trustee hereby grants and conveys unto the Board THE EASEMENT OR RIGHT to construct lay connect and maintain and from time to time to inspect repair replace and renew a gas main within and under the aforesaid land of the Grantor in the approximate position indicated by a red line drawn on the plan hereto annexed for the purpose of passing gas through the said main TOGETHER WITH the right at all times to enter upon the said land and open the same for the purpose of enjoying and exercising the easement and rights hereby granted doing as little damage as may be and restoring the surface of the land disturbed as soon as reasonably possible thereafter TO HOLD the said easement and right unto the Board in fee simple.</i></p> <p><i>THE Board hereby covenants with the Grantor that the Board will</i></p> <p><i>(a) Pay all rates and taxes which may be imposed in respect of the easement hereby granted</i></p> <p><i>(b) Forthwith from time to time repair or make compensation for all damage that may be caused by the exercise of the said easement</i></p> <p><i>(c) Keep the Grantor indemnified against all claims demands losses and expenses arising out of or in consequence of the exercise of the said easement."</i></p> <p>Note: The red line referred to is shown by the blue broken line A-B on the title plan.</p>

Covenants	<p>An Agreement dated 19 February 1993 made between (1) The Trustees of Cheltenham and Gloucester College of Higher Education Trust (2) The Official Custodian for Charities and (3) Cheltenham Borough Council contains restrictive conditions in relation to the implementation of planning permission (reference number CB 10351/07 and modified by further application CB10351/08) for the construction of a new link building incorporating gym, sports lab, dance studio, foyer, changing space, cafeteria, accommodation, tennis courts and car parking contains the following restrictions:</p> <p><u>Car Usage</u></p> <p>Not to permit the student residence buildings to be occupied during the university terms by students who drive a motor car or a motor cycle with an engine capacity exceeding 75 cc within the Borough of Cheltenham, save a registered disabled student or a student who in the reasonable opinion of the University or Council needs a motor car to effectively pursue the courses being studied, or otherwise with the Council's written permission.</p> <p>No more than once a year must the University provide the Council upon request with evidence of the methods used by the University to enforce the above.</p> <p><u>Bus Service</u></p> <p>During college terms to maintain a bus service at such time and at such frequency so as to ensure the students of the University are efficiently transported between the Property and other university sites.</p> <p><u>Conference Car Use</u></p> <p>If the property is used for conference purposes, the University shall use all reasonable endeavours to ensure that effective arrangements are made for all motor vehicles used by delegates to be parked on privately owned land and on public highways.</p>
Section 106 Agreement	<p>An Agreement dated 19 February 1993 pursuant to Section 106 of The Town and Country Planning Act 1990 and made between (1) The Trustees of Cheltenham and Gloucester College of Higher Education Trust (2) The Official Custodian for Charities and (3) Cheltenham Borough Council contains restrictive conditions. The conditions are summarised in the section above.</p>
Wayleave Consents	<p>A Wayleave Consent in favour of Midlands Electricity Board dated 3 August 1951 contains provisions relating to underground electricity cables (copy not available from Land Registry).</p> <p>A Wayleave Consent dated 11 August 1959 in favour of The Midlands Electricity Board contains provisions relating to underground electricity cables (copy not available from Land Registry).</p>
Rights	<p>A Conveyance of the land in this title and other land dated 24 June 1965 made between (1) The Minister of Health (Vendor) and (2) The Council of the Church of England Training Colleges at Cheltenham (Council) acting by The Reverend Stanley Reginald Kekewich Howard and The Reverend Etrick Harold Eynon (Purchasers) contains the following provision:-</p> <p>"IT is hereby agreed and declared that the Purchasers shall not become entitled to any easement or right of light or air or other easement or right which would restrict or interfere with the free use of adjoining or</p>

	neighbouring land of the Vendor by the Vendor or any person deriving title under him for building or any other purposes."
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TITLE PLAN

H.M. LAND REGISTRY		TITLE NUMBER GR 210743	
ORDNANCE SURVEY PLAN REFERENCE	SO 9423	Scale 1/1250	
ADMINISTRATIVE AREA GLOUCESTERSHIRE : CHELTENHAM		© Crown Copyright	

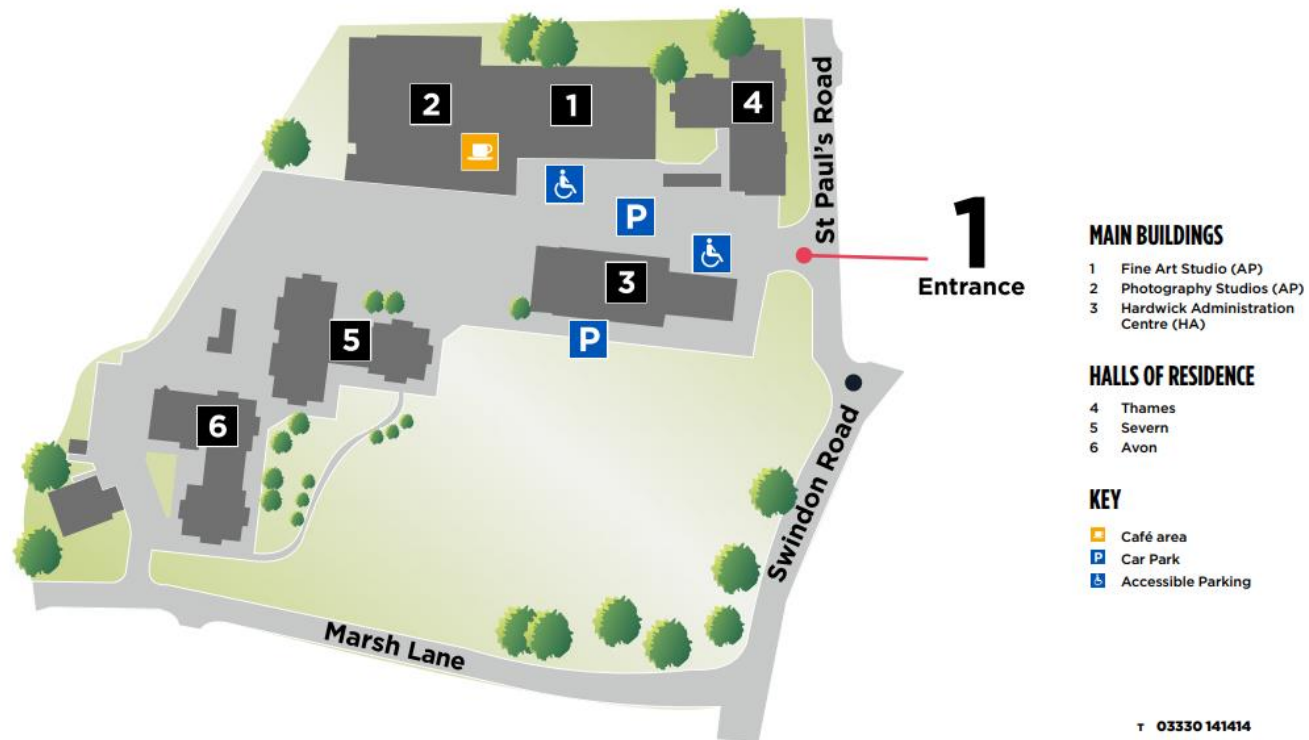


CAMPUS MAP

HARDWICK

St Paul's Road, Cheltenham GL50 4BS

 UNIVERSITY OF
GLOUCESTERSHIRE

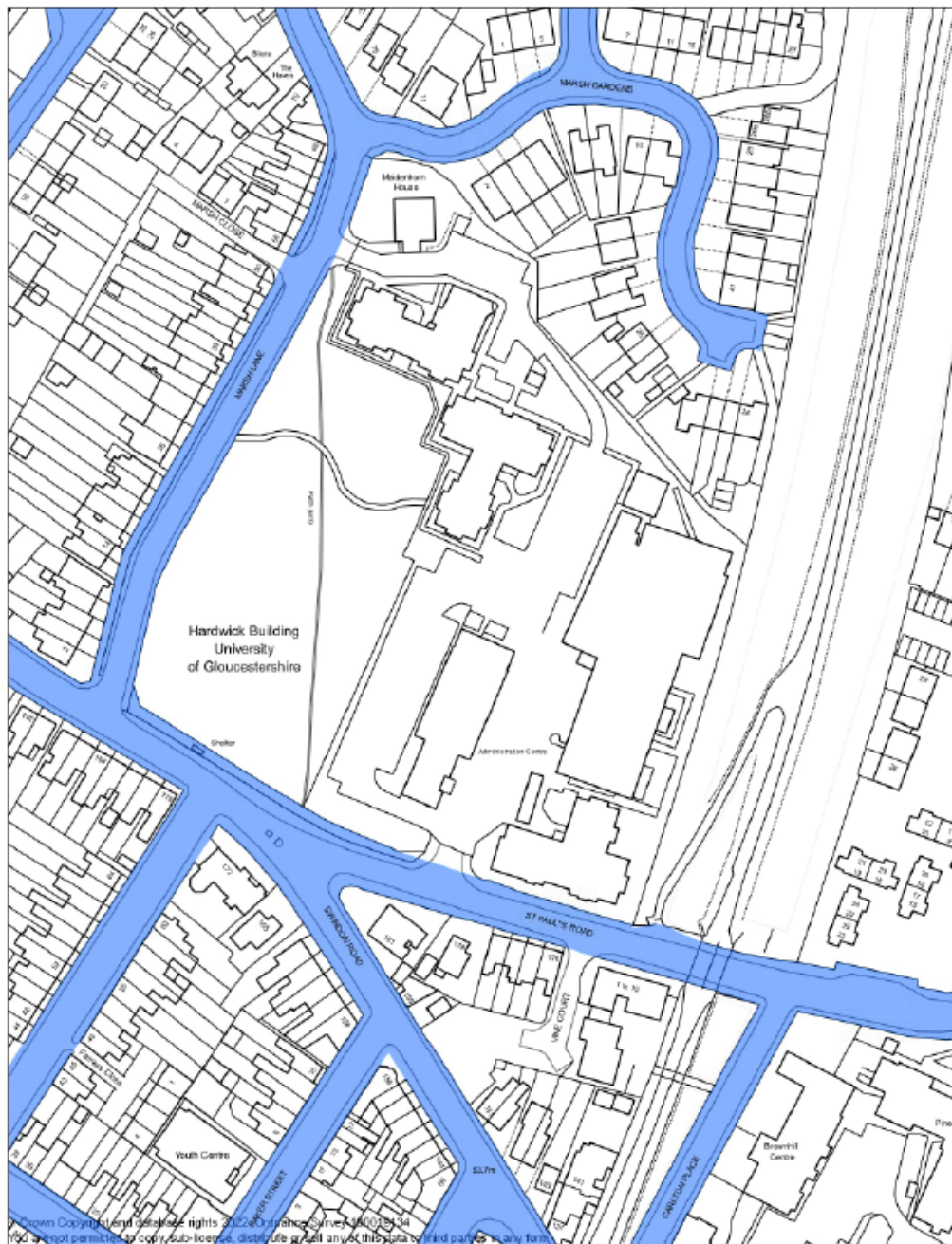


SEARCHES

SEARCH		COMMENTS
Index (SIM)	Map	<p>Hardwick Sports Centre, St. Pauls Road, Cheltenham, Gloucestershire GL50 4BS</p> <p>Freehold Title: GR210743</p>
Regulated Local Authority		<p>Please refer to Appendix 1 for the full search result with details of Building Regulations Approvals and Certificates issued since 1 January 1997.</p> <p>The Property is situated within a Principal Urban Area and HMO Restricted Area as designated by the Cheltenham Plan (adopted July 2020). The Property amongst other buildings owned by the University is referenced in the Joint Core Strategy Plan (adopted December 2017).</p> <p>The Property is within flood zone 1 of the Environment Agency Plan (floor map for planning (rivers and seas).</p> <p>The following roads are highways maintainable at public expense: St. Paul's Road, Swindon Road, Marsh Lane and Marsh Gardens (see Highways Plan).</p> <p>Cheltenham Borough Council has adopted a CIL charging schedule – linked here: https://indexpi.co.uk/CIL/60</p> <p>Listed Buildings: No</p>
Local Charges	Land	<p>Register of entries:</p> <ol style="list-style-type: none"> 06/00021/SCO Clean Air Act 1956; Smoke Control Order issued on 01/11/1988 1502 Town and Country Planning Act 1990 Section 106; An Agreement relating to planning application CB10351/07 dated 19/02/1993 20/00002/ART4 Town and Country Planning Act Article 4 & Town & Country Planning (General Permitted Development) (England) Order 2015 as amended; 3842 properties located North Central Cheltenham Restriction to Permitted Development Directions made under Article 4 of the Town and Country Planning Act registered on 11/06/2020 <p>Planning entries are summarised on pages 12 and 13 (relevant copies are enclosed at Appendix 2).</p>
Highways		<p>The extent of the highways maintainable at public expense are shown shaded blue on the Highways plan below.</p> <p>The primary access to the Property is from St. Paul's Road and there is a secondary access from Marsh Lane to the west.</p>
Commercial Drainage & Water		<p>The Property is connected to mains water and public sewer drainage for foul and surface water.</p> <p>There is a public sewer situated within the property boundaries (see sewer plan below).</p>

Flood Risk (desktop)	<p>Negligible flood risk</p> <ul style="list-style-type: none"> • River and coastal flooding = very low • Groundwater flooding = low • Surface water flooding = negligible • FloodScore insurance rating = very low
Environmental (desktop)	<p>The findings of the Groundsure desktop environmental survey dated 11 May 2022 are attached at Appendix 3. The survey concludes:</p> <ul style="list-style-type: none"> • Groundsure considers the site to comprise acceptable banking security despite some minor potentially contaminative land uses being identified. • Contaminated Land = low/moderate (acceptable risk) • Ground Stability = no significant concerns (low risk) • Not in a radon affected area. Local levels of radon are considered normal. • Climate change data indicates that the FloodScore rating shows no change in the next 5 years and no change in the next 30 years.
Chancel Repair Liability	<p>The University have a chancel repair indemnity insurance policy in place to cover chancel repair claims, losses and costs up to £5 million. The indemnity policy runs in perpetuity and covers successors in title (a copy is annexed at Appendix 6).</p>

HIGHWAYS PLAN



Scale @A4: 1:1,250

DATE: 08/06/2022

Please refer to the accompanying written material for an explanation of the information shown.
Please also note that the publicly maintainable highway boundary has been marked in accordance
with records examined by Glos. County Council, and in the absence of evidence to the contrary.



SEWER PLAN



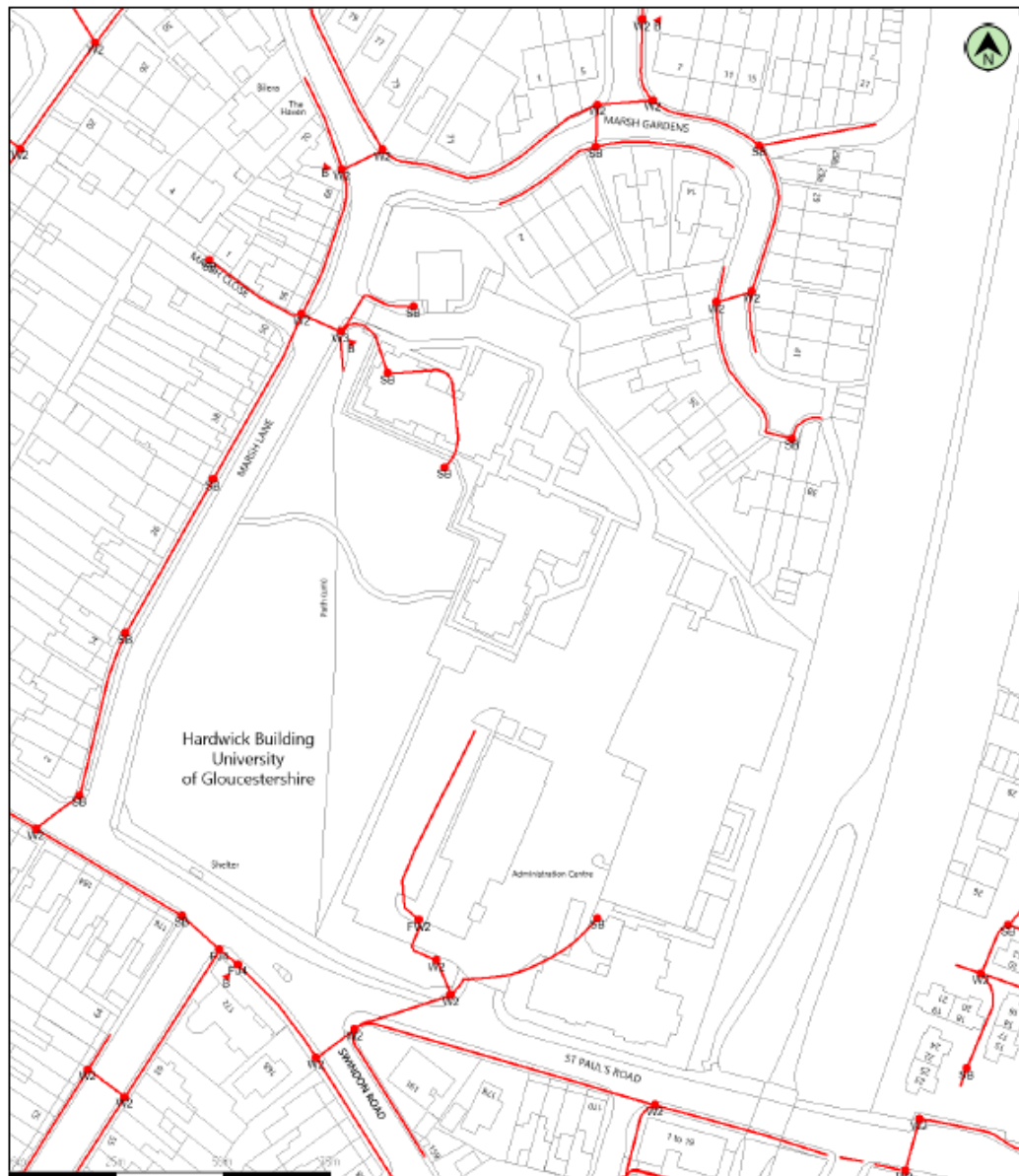
Severn Trent Water Limited, Severn Trent Centre, 2 St John's Street, Coventry, CV1 2LZ

Date of Issue: 12 May 2022

SEWER RECORD Hardwick Sports Centre, St Pauls Road, CHELTENHAM, GL50 4BS



TELECOMS PLAN – VIRGIN MEDIA



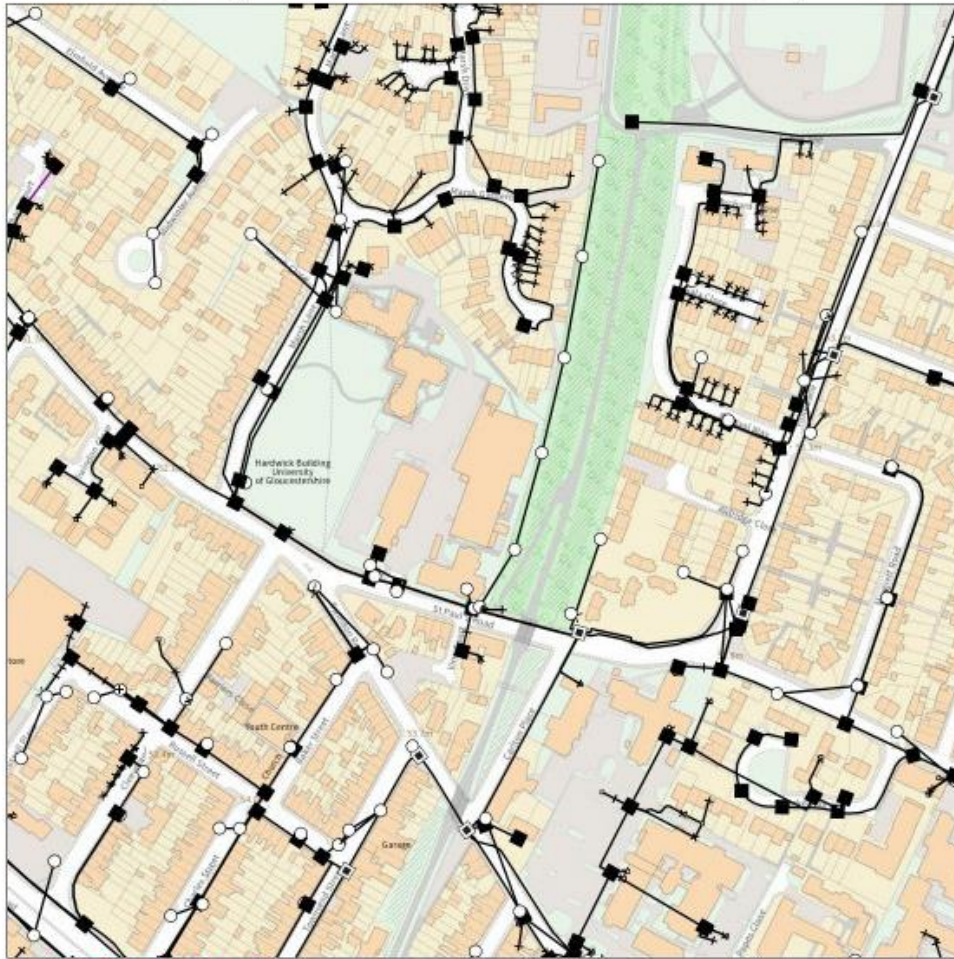
(c) Crown copyright and database rights 2024 Ordnance Survey 100019209
 Date updated: 02/04/24
 Scale: 1:1250
 Map Centre: 394341.223374
 Date: 25/04/24
 Our Ref: 1454113 - 1
 Telecoms Plan A4
 Powered by digdat

Duct, Trench	Chamber / Pole	Cabinet
southwest@indexpi.co.uk HCRLAW-LIVE.FID12516		

Important Information - please read The purpose of this plan is to identify Virgin Media apparatus. We have tried to make it as accurate as possible but we cannot warrant its accuracy. In addition, we caution that within Virgin Media apparatus there may be instances where mains voltage power cables have been placed inside green, rather than black ducting. Further details can be found using the "Affected Postcodes.pdf", which can be downloaded from this website. Therefore, you must not rely solely on this plan if you are carrying out any excavation or other works in the vicinity of Virgin Media apparatus. The actual position of any underground service must be verified by cable detection equipment, etc. and established on site before any mechanical plant is used. Accordingly, unless it is due to the negligence of Virgin Media, its employees or agents, Virgin Media will not have any liability for any omissions or inaccuracies in the plan or for any loss or damage caused or arising from the use of and/or any reliance on this plan. This plan is produced by Virgin Media Limited (c) Crown copyright and database rights 2024 Ordnance Survey 100019209.

TELECOMS PLAN – BRITISH TELECOM

Maps by email Plant Information Reply



IMPORTANT WARNING

Information regarding the location of BT apparatus is given for your assistance and is intended for general guidance only. No guarantee is given of its accuracy. It should not be relied upon in the event of excavations or other works being made near to BT apparatus which may exist at various depths and may deviate from the marked route.



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Controller of Her Majesty's Stationary Office
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KEY TO BT SYMBOLS

	Planned	Live	Change Of State	+	Hatchings
PCP			Split Coupling		Built
Pole			Duct Tee		Planned
Box			Building		Inferred
Manhole			Kiosk		Duct
Cabinet			Other proposed plant is shown using dashed lines. BT Symbols not listed above may be disregarded. Existing BT Plant may not be recorded. Information valid at time of preparation. Maps are only valid for 90 days after the date of publication.		
	Pending Add	In Place	Pending Remove	Not In Use	
Power Cable					
Power Duct					N/A

BT Ref : WQQ12409Z

Map Reference : (centre) 509437723331

Easting/Northing : (centre) 394377,223331

Issued : 25/04/2024 12:40:58

WARNING: IF PLANNED WORKS FALL INSIDE HATCHED AREA IT IS ESSENTIAL BEFORE PROCEEDING THAT YOU CONTACT THE NATIONAL NOTICE HANDLING CENTRE. PLEASE SEND E-MAIL TO: nnhc@openreach.co.uk

PLANNING HISTORY

APPLICATION REF.	DESCRIPTION	DECISION DATE	DECISION
23/00434/FUL	Internal and External Alterations	4 May 2023	Click Here
22/01198/FUL	Retention of Existing Temporary Classroom for an Additional Five Years	29 Jul 2022	Click Here
21/00155/FUL	Single Storey Side Extension to Create Cloakroom and Utility Area	19 Feb 2021	Click Here
19/00249/ADV	Convert Double Sided Paper Advertising Panel to a Double Sided Digital Advertising Panel on a Bus Shelter	21 Mar 2019	Click Here
17/01650/CONDIT	Variation of Condition 2 (Approved Documents) on Planning Permission Ref. 17/01136/FUL to Link the Temporary Classroom to the Existing Building	27 Sep 2017	Click Here
17/01354/ADV	Erection of Freestanding Monolith Sign (Non-Illuminated) (Retrospective Application)	24 Aug 2017	Click Here
17/01136/FUL	Erection of Temporary Classroom for Three Years	21 Jul 2017	Click Here
14/00090/FUL	Installation of Mezzanine Floor to Provide Additional Educational Space Within the Centre for Art and Photography Together With Associated External Changes to the Elevations and the Provision of a Helical Escape Stair	16 Apr 2014	Click Here
11/00534/FUL	Extension to Existing Car Parking Facilities to Provide Additional Overflow Car Parking Spaces, New Cycle Storage Facilities, 2.1M High Palisade Fencing, and Landscaping	19 Aug 2011	Click Here
10/02031/FUL	Alterations to Existing Sports Hall to Provide New School of Art and Photography to Include Construction of New Entrance, Provision of New Render and Curtain Walling Glazing and New Window Openings, and New External Plant Area (Following Demolition of Redundant Swimming Pool Building)	16 Feb 2011	Click Here
10/00478/CLPUD	Vehicular Access and Hardstanding	24 May 2010	Click Here
06/00530/FUL	Single Storey Extension to the Side	9 May 2006	Click Here

05/01361/FUL	Temporary Car Park to Provide 25 Spaces	14 Oct 2005	Click Here
02/01701/FUL	Erection of Garage on Land Opposite 4 Marsh Gardens	13 Dec 2002	Click Here
01/00492/FUL	Erection of Two Storey Extension	10 May 2001	Click Here
01/00493/FUL	Erection of Two Storey Extension	10 May 2001	Click Here
93/00291/PF	Stationing of 4 No Portable Buildings for Use for Teaching Purposes for Temporary Period of Two Years	29 Apr 1993	Click Here
92/00911/PF	Revised Internal Arrangement of Residential Accommodation for 122 Student Rooms With Ancillary Accommodation in Accordance With Revised Plans Received 28 October 1992	19 Nov 1992	Click Here
92/00595/PR	Application for Renewal of Existing Permission to Retain Building for Use as a Training Workshop (Permanent Use Now Applied For)	30 Jul 1992	Click Here
91/01280/PF	New Link Building Incorporating Gymnasium, Sports Laboratory, Dance Studio, Foyer, Changing Space, Cafeteria and Ancillary Accommodation Plus Erection of 3 Student Residence Buildings, Laying Out of 2 Tennis Courts and New Car Parking	5 May 1992	Click Here
91/01153/PF	Construction of a Pitched Roof in Connection With Garage Conversion to Living Accommodation (Revised Scheme)	19 Dec 1991	Click Here
91/00905/PF	Erection of Extension and Garage	24 Oct 1991	Click Here
90/00897/PF	Erection of Extension	27 Sep 1990	Click Here

APPENDIX 1

Title Documents, Regulated Local Authority and Land Charges Search



Official copy of register of title

Title number GR210743

Edition date 06.07.2022

- This official copy shows the entries on the register of title on 25 APR 2024 at 11:23:06.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 25 Apr 2024.
- 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, Gloucester Office.

A: Property Register

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

GLOUCESTERSHIRE : CHELTENHAM

- 1 (22.12.1998) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Hardwick Sports Centre, St Pauls Road, Cheltenham (GL50 4BS).
- 2 (22.12.1998) A Conveyance of the land in this title and other land dated 24 June 1965 made between (1) The Minister of Health (Vendor) and (2) The Council of the Church of England Training Colleges at Cheltenham (Council) acting by The Reverend Stanley Reginald Kekewich Howard and The Reverend Etrick Harold Eynon (Purchasers) contains the following provision:-

"IT is hereby agreed and declared that the Purchasers shall not become entitled to any easement or right of light or air or other easement or right which would restrict or interfere with the free use of adjoining or neighbouring land of the Vendor by the Vendor or any person deriving title under him for building or any other purposes."

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 (07.08.2007) PROPRIETOR: UNIVERSITY OF GLOUCESTERSHIRE (Co. Regn. No. 6023243) of Fulwood House, The Park, Cheltenham, Gloucestershire GL50 2RH.
- 2 (06.07.2022) 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 29 June 2022 in favour of National Westminster Bank PLC referred to in the Charges Register.

C: Charges Register

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

- 1 (22.12.1998) A Wayleave Consent dated 3 August 1951 in favour of The Midlands Electricity Board contains provisions relating to underground electricity cables.

NOTE: Copy Wayleave filed.

- 2 (22.12.1998) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 1 December 1954 made between (1) The Minister of Health (Grantor) and (2) South Western Gas Board (Board):-

"The Grantor as Trustee hereby grants and conveys unto the Board THE EASEMENT OR RIGHT to construct lay connect and maintain and from time to time to inspect repair replace and renew a gas main within and under the aforesaid land of the Grantor in the approximate position indicated by a red line drawn on the plan hereto annexed for the purpose of passing gas through the said main TOGETHER WITH the right at all times to enter upon the said land and open the same for the purpose of enjoying and exercising the easement and rights hereby granted doing as little damage as may be and restoring the surface of the land disturbed as soon as reasonably possible thereafter TO HOLD the said easement and right unto the Board in fee simple.

2. THE Board hereby covenants with the Grantor that the Board will

(a) Pay all rates and taxes which may be imposed in respect of the easement hereby granted

(b) Forthwith from time to time repair or make compensation for all damage that may be caused by the exercise of the said easement

(c) Keep the Grantor indemnified against all claims demands losses and expenses arising out of or in consequence of the exercise of the said easement."

NOTE: The red line referred to is shown by the blue broken line A-B on the filed plan.

- 3 (22.12.1998) A Wayleave Consent dated 11 August 1959 in favour of The Midlands Electricity Board contains provisions relating to underground electricity cables.

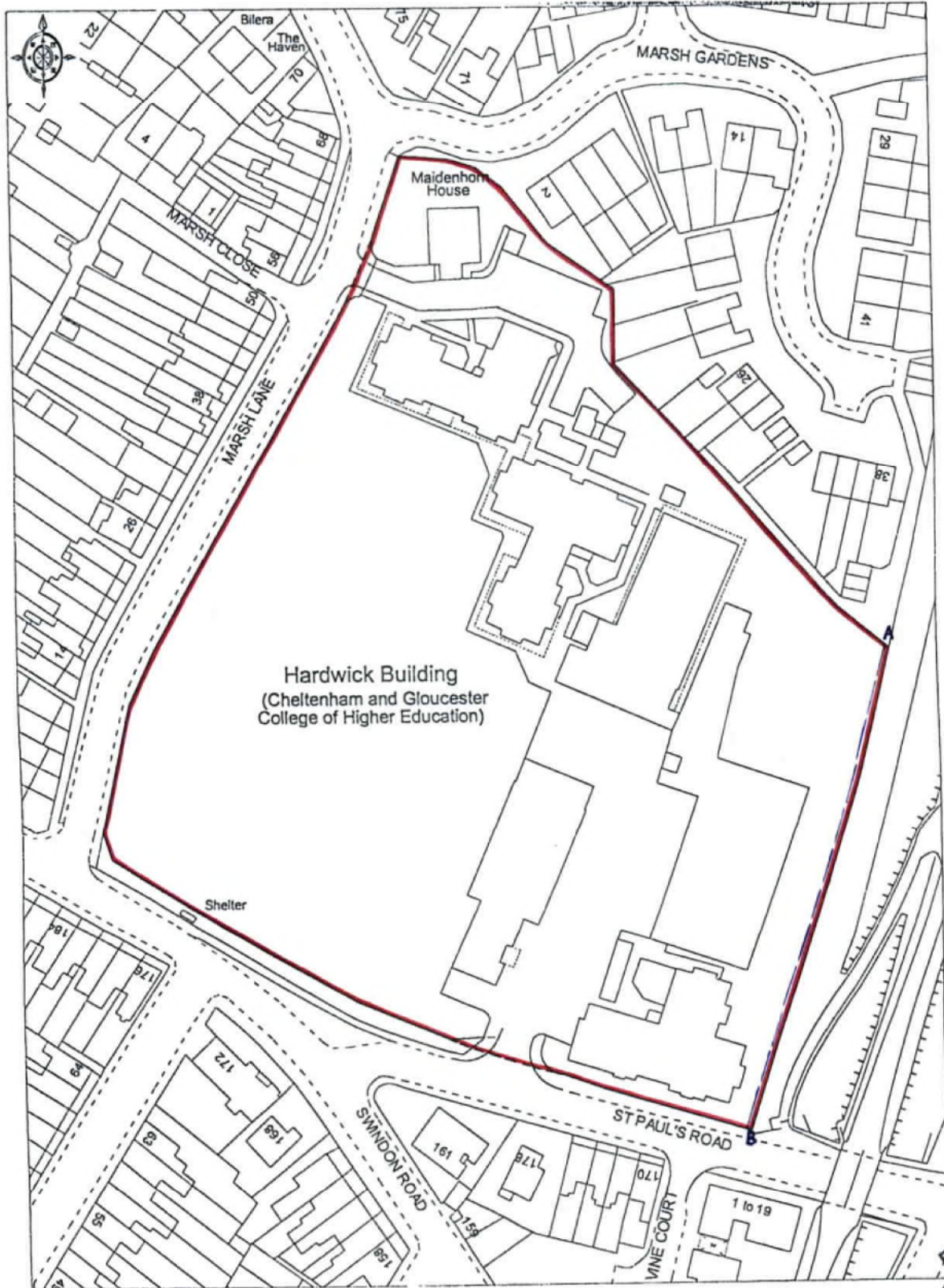
NOTE: Copy Wayleave filed.

- 4 (22.12.1998) An Agreement dated 19 February 1993 pursuant to Section 106 of The Town and Country Planning Act 1990 and made between (1) The Trustees of Cheltenham and Gloucester College of Higher Education Trust (2) The Official Custodian for Charities and (3) Cheltenham Borough Council contains restrictive conditions.

NOTE: Copy filed.

- 5 (06.07.2022) REGISTERED CHARGE dated 29 June 2022.
- 6 (06.07.2022) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of Credit Documentation, P.O. Box 339, Manchester M60 2AH.

End of register



THIS AGREEMENT is made *the nineteenth of February* 1993
BETWEEN:

- (1) THE PERSONS WHOSE NAMES ARE SET OUT IN THE SCHEDULE 1 BELOW
BEING THE PRESENT TRUSTEES OF CHELTENHAM & GLOUCESTER
COLLEGE OF HIGHER EDUCATION TRUST ("the Trustees")
- (2) THE OFFICIAL CUSTODIAN FOR CHARITIES ("the Official
Custodian")
- (3) CHELTENHAM BOROUGH COUNCIL of P.O. Box 12 Municipal
Offices Promenade Cheltenham Gloucestershire ("the
Council")

WHEREAS:

- (A) The Council is the local planning authority for the
purposes of the Town and Country Planning Act 1990 ("the
Act") for the area within which the freehold property
hereinafter referred to is situated
- (B) The freehold interest in the property known as Hardwick
St. Pauls Road Cheltenham Gloucestershire ("the
Property") shown edged red on the site plan annexed hereto
is vested in the Official Custodian on behalf of the
Charity known as the Cheltenham & Gloucester College of
Higher Education Trust ("the College") free from
incumbrances
- (C) The Trustees are the present trustees of the College and it
is intended that two of their number shall execute this
Agreement on behalf of the Official Custodian and the
Trustees in pursuance of the Charities Act 1960 Sections 17
and 34 (as amended)



- (D) The Trustees have applied to the Council by written application reference number CB 10351/07 dated 16th December 1991 as modified by a further application reference CB 10351/08 dated 30th September 1992 for permission to develop the Property of which brief details are specified in Schedule 2 below ("the Development") in accordance with the plans deposited with the Council
- (E) At meetings held on 16th June 1992 and 19th November 1992 the Council indicated its willingness to grant planning permission ("the Permission") for the carrying out of the Development in the form of the draft planning permission certificates annexed hereto

NOW THIS AGREEMENT WITNESSES as follows:

1. This Agreement is made pursuant to Section 106 of the Act as amended (and is a planning obligation for the purposes of that Section) and the Council is the local planning authority by which the provisions of this Agreement are intended to be enforceable
2. No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after the Official Custodian on behalf of the College has parted with his interest in the Property or the part in respect of which such breach occurs
3. This Agreement shall come into effect only upon the issue of the Permission PROVIDED THAT unless and until the Trustees implement the Permission (or any amendment or modification thereof that may be approved) by the carrying out of a material operation (as defined in Section 56(4) of

the Act) nothing in this Agreement shall oblige the Trustees to comply with the covenants on the part of the Trustees contained in Clause 6 of this Agreement

4. For the purposes of determining whether or not a material operation as mentioned above has been carried out there shall be disregarded such operations as demolition site clearance site preparation diversion and laying of services
5. The Trustees shall give written notice to the Council of the date upon which the Permission is implemented within the meaning of Clause 3 of this Agreement
6. The Trustees covenant with the Council for the purpose of binding the Property but without imposing any personal liability on the Official Custodian to observe and perform the restrictions and obligations set out in Schedule 3 below in respect of the Development
7. The Trustees further covenant with the Council to pay on demand the Council's reasonable legal costs incurred in connection with the preparation negotiation and completion of this Agreement
8. The Council covenants with the Trustees to observe and perform the obligations set out in Schedule 4 below
9. Without prejudice to any rights of modification discharge or variation any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing arising out of or connected with this Agreement shall be referred to the decision of a single arbitrator to be agreed by the parties or failing agreement between them to be nominated by the

President for the time being of the Royal Institution of Chartered Surveyors and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Acts 1950 to 1989 or any statutory modification or re-enactment for the time being in force

10. The Council hereby acknowledges receipt of a duplicate of this Agreement
11. For the avoidance of doubt nothing contained in this Agreement shall prejudice or affect any of the statutory rights powers duties and obligations for the time being vested in the Council as Local Authority and/or Local Planning Authority and/or as agent for the Highway Authority or the rights of the Trustees in objecting to the exercise of such statutory rights power duties and obligations
12. Save where the context otherwise requires references to any party in this Agreement shall include the successors in title of that party
13. It is expressly agreed that so long as the Property shall be held in trust for the College the Trustees shall be liable under the covenants and provisions of this Agreement only to the extent of the assets vested in them in trust for and for the benefit of the College and not further or otherwise

IN WITNESS whereof these presents have been duly executed as a deed which is delivered on the date hereof

Schedule 1

(Names of the Trustees of the Charity)

David Ashcroft, MA, TD

Gordon James Thomas Landreth, MA

Ida June Cox CertEd

Prof. Kenneth Rushton

Canon Geoffrey William Hart MA

The Revd. Paul Harris BEd BTh

The Revd. Dr. Alan Frederick Munden BTh MLitt

The Revd. Colin Sanders MA

Canon John Rossiter Harwood MA

Keith Douglas Anderson BA DipEd FRSA

Lady Mavis Dunrossil

Dr. David E. Stoddart BSc CEng MIMechE FBIM FIQA

Christopher Callen BA AMICA

Renee Fritchie

J.T. Elston

Caroline Fowles

David James Richardson BSc MBA DMS

Janet Olive Trotter BD MA MSc OBE

Dr. Peter Easy BA

William Cronshaw

Prof. N.R. Curry

Dr. Adrian Roger Thornhill BA GradIPM

Harry Robert Lewis CMS

Sarah Cook

Schedule 2
(The Development)

New link building incorporating gymnasium sports laboratory dance studio foyer changing space cafeteria and ancillary accommodation plus erection of three student residence buildings laying out of two tennis courts and new car parking

Schedule 3
(Trustees' restrictions and obligations)

1. Car Usage

- 1.1 Not to permit the Student Residence Buildings forming part of the Development to be occupied during the College terms by students of the College who drive a motor car or a motor cycle with an engine capacity exceeding 75 c.c. within the Borough of Cheltenham, save a registered disabled student or a student who in the reasonable opinion of the College and the Council (such opinion of the Council not to be unreasonably delayed) needs a motor car or such a motor cycle to pursue effectively the courses being studied by the student at the College or with the prior consent in writing of the Council any other named student.
- 1.2 Not more frequently than once a year to provide the Council upon request with evidence of the methods used by the College from time to time to enforce the provisions of paragraph 1.1 above

2. Bus Service

During the College terms to maintain a bus service (using single deck vehicles) at such times and at such frequency so as to ensure the students of the College are efficiently and effectively transported between the Property and other sites used by the College as needs arise such bus service to be free of charge to the students for the period of five years commencing with the date of commencement of the Development

3. Conference Car Usage

In the event of the Property being used for conference purposes the College shall use all reasonable endeavours to ensure that effective arrangements are made (and communicated to conference delegates) for all motor vehicles used by conference delegates to be parked on privately owned land and not on public highways

4. Junction Improvement at St. Pauls Road and Swindon Road

- 4.1 Prior to the buildings comprised in the Development being occupied the Trustees shall at their own expense complete in a good and workmanlike manner the works shown on drawing number 92 1248/1A annexed hereto to the reasonable satisfaction of the Council and using a contractor approved by the Council or a contractor who is on the list of approved contractors for highway works prepared by the Council from time to time
- 4.2 Prior to the commencement of the junction improvement works referred to above to pay to the Council a fee of 5% of the cost of constructing the said junction improvement works in respect of the supervision of the said works

5. Dedication (Marsh Lane)

The Trustees agree that upon production to them by the Council of satisfactory evidence that the Council is intending forthwith to make up as part of the public highway the strip of land referred to below the Trustees shall immediately

5.1 give up and dedicate to the public for the purpose of widening the existing highway known as Marsh Lane a strip of land containing approximately 60 square metres situate on the east side of and adjoining the public highway known as Marsh Lane and shown coloured yellow on drawing number 1877/10 annexed hereto to the intent that the said strip of land shall be added to and form part of the highway and be maintainable at the public expense

5.2 The Trustees shall immediately enter into such document as the Council may then require solely to give effect to and as evidence of such dedication

5.3 at the same time as such land is dedicated to take down and re-erect on the new boundary created between the Property and Marsh Lane all boundary structures

6. Cycle Routes

6.1 Subject to the provisions of the following paragraphs to make a contribution of £18,333 (together with such additional sum (if any) as may be payable under paragraph 6.7 below) ("the Contribution") towards the costs of constructing a cycle route network in the Borough of Cheltenham

6.2 To pay fifteen per cent of the Contribution to the Council

upon production of reasonably satisfactory evidence that the Council has completed the detailed design and specification work for the purpose of obtaining tender prices or instructing contractors for the construction of a relevant cycle route as defined below

6.3 To pay 42.5 per cent of the Contribution upon production of reasonably satisfactory evidence that the Council has commenced the construction of the relevant cycle route

6.4 To pay the remainder of the Contribution upon production of reasonably satisfactory evidence that the Council has completed the construction of the relevant cycle route

6.5 A "relevant cycle route" shall be such part of a cycle route network serving Cheltenham as in the reasonable opinion of the Council shall be capable of directly benefitting the Property

6.6 If either by a date seven years from the date hereof the Council has not commenced the construction of the relevant cycle route or by a date nine years from the date hereof the Council has not completed the construction of the relevant cycle route all liability of the Trustees to make the Contribution shall cease

6.7 The Trustees shall pay to the Council in addition to the Contribution and with each part payment of the Contribution a sum calculated by reference to the formula

$$\frac{B - A}{A} \times \pounds 18333$$

A means 139.7 (being the amount of the Index for the month of November 1992 - January, 1987 = 100)

B means the amount of the Index for the month preceding the date when the relevant part payment of the Contribution is due

Index means General Index of Retail Prices published by the Government. If after the date of this Agreement the said Index is calculated by reference to a different base date or base figure to those prevailing at the date of this Agreement then B shall be calculated as if that change had not taken place. If the said Index ceases to be published or if for any reason it becomes impossible or impractical to calculate B then in the absence of agreement between the parties as to an alternative method of calculation either the Council or the Trustees may by notice refer the calculation of B to arbitration in accordance with clause 9 of this Agreement

Schedule 4

(Council's obligations)

1. Dedication (Marsh Lane)

Upon dedication of the strip of land adjoining Marsh Lane referred to in paragraph 5 of Schedule 3 the Council shall at its own expense make up and form the said strip of land as part of the public highway

2. Cycle Routes

If either by a date seven years from the date hereof the Council has not commenced construction of the relevant cycle route

referred to in paragraph 6 of Schedule 3 or by a date nine years from the date hereof the Council has not completed the construction of the relevant cycle route the Council shall repay to the Trustees all monies which may have been paid to the Council under paragraph 6 of Schedule 3 save in respect of a sum equal to the costs and fees properly and reasonably incurred by the Council in respect of the relevant cycle route

SIGNED and DELIVERED as a Deed
by
as Trustee for the College and
for and on behalf of the Official
Custodian for Charities in the
presence of:-

X Janet. O. Trotter. X

G. H. H. H.
1 Stanleigh Tennyson
Maison
Gloucester

SIGNED and DELIVERED as a Deed
by
as Trustee for the College and
for and on behalf of the Official
Custodian for Charities in the
presence of:-

X Geoffrey W. Hunt X

G. H. H. H.
1 Stanleigh Tennyson
Maison
Gloucester

THE COMMON SEAL of CHELTENHAM
BOROUGH COUNCIL affixed hereto is
authenticated by the undermentioned
persons authorised by the Council
to act for that purpose

.....
Mayor

.....
Head of Legal Services

18209



CHELTENHAM borough council

DRAFT

DEPARTMENT OF PLANNING
CHIEF PLANNING OFFICER Nicholas Hayward

P.O. Box No. 12, Municipal Offices, Promenade, Cheltenham, Gloucestershire, GL50 1PP. Telephone 0242 262626.

TOWN AND COUNTRY PLANNING ACT 1990

TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER, 1988

PERMISSION FOR DEVELOPMENT

TO CHELTENHAM/GLOUCESTER COLLEGE OF HIGHER APPLICATION NO CB10351/07
C/O DAVID HICKEN ASSOCIATES
SOUTHGATE HOUSE
HIGH BANKS
LOOSE, MAIDSTONE
KENT. ME15 0EQ

DATE REGISTERED 16 DEC 91

DATE DECISION 16 JUN 92

In pursuance of its powers under the above mentioned Act and Order
Cheltenham Borough Council, as the Local Planning Authority, hereby
GRANTS PERMISSION for the following development:-

NEW LINK BUILDING INCORPORATING GYMNASIUM, SPORTS LABORATORY,
DANCE STUDIO, FOYER, CHANGING SPACE, CAFETERIA AND ANCILLARY ACCO
MODATION PLUS ERECTION OF 3 STUDENT RESIDENCE BUILDINGS, LAYING
OUT OF 2 TENNIS COURTS & NEW CAR PARKING
AT HARDWICK SITE, SWINDON ROAD

in accordance with the accompanying plans and to the conditions specified
hereunder :

- 1 The permission hereby granted shall be begun not later than the
expiration of five years from the date on which this permission is granted
- 2 The development hereby permitted shall not be commenced until
samples of the proposed facing materials and roofing materials have
been submitted to and approved by the Local Planning Authority, and
the facing materials and roofing materials used in the development
shall be in accordance with the samples so approved
- 3 No development shall take place until a landscaping and planting
scheme has been submitted to and approved by the Local Planning
Authority. The scheme shall include a survey of all existing trees
on the land showing the size and species and identifying those
trees, if any, it is proposed to remove. In addition it shall show
in detail all proposed tree and shrub planting, the treatment of
paved areas and areas to be grassed or treated in a similar
manner. All planting, seeding or turfing comprised in the approved
details shall be carried out in accordance with the attached
specification and be completed to the satisfaction of the Local
Planning Authority within twelve months of the completion of the
development. In the event of any of the trees or plants included

CHELTENHAM borough council

DRAFT

DEPARTMENT OF PLANNING
CHIEF PLANNING OFFICER Nicholas Hayward

P.O. Box No. 12, Municipal Offices, Promenade, Cheltenham, Gloucestershire, GL50 1PP. Telephone 0242 262626.

TOWN AND COUNTRY PLANNING ACT 1990

TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER, 1988

PERMISSION FOR DEVELOPMENT

TO CHELTENHAM/GLOUCESTER COLLEGE OF HIGHER APPLICATION NO CB10351/07
C/O DAVID HICKEN ASSOCIATES

SOUTHGATE HOUSE

DATE REGISTERED 16 DEC 91

HIGH BANKS

DATE DECISION 16 JUN 92

LOOSE, MAIDSTONE

KENT. ME15 0ER

in the scheme or any trees or plants replacing them dying or being removed or seriously damaged or diseased at any time within a period of five years from the completion of the development they shall be replaced at the same places by others of a similar size and species in the next earliest planting season unless the Local Planning Authority gives written consent to any variation.

4 Details of the boundary enclosure to St Pauls Road and Swindon Road shall be submitted to and approved by the Local Planning Authority before the development is commenced

5 The car parking spaces shall be constructed and surfaced with tarmac or other impervious surfacing material to the satisfaction of the Local Planning Authority, and no part of the development shall be used or occupied until it has been so constructed and surfaced and is otherwise available for use

6 Details of the drying and bin areas shall be submitted to and approved by the Local Planning Authority before the development is commenced

7 Detailed plans of the bicycle sheds to be erected shall be submitted to and approved by the Local Planning Authority before the development is commenced

The reasons for the Council's decision to grant permission subject to the above conditions are:-

1 Circumstances may change in the future and if the development is not carried out within this period the Authority wish to review the application

2 To preserve the visual amenities of the locality

3 In order to provide a satisfactory setting for the proposed development.

CHELTENHAM borough council

DRAFT

DEPARTMENT OF PLANNING
CHIEF PLANNING OFFICER Nicholas Hayward

P.O. Box No. 12, Municipal Offices, Promenade, Cheltenham, Gloucestershire, GL50 1PP. Telephone 0242 262626.

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER, 1988

PERMISSION FOR DEVELOPMENT

TO CHELTENHAM/GLOUCESTER COLLEGE OF HIGHER APPLICATION NO CB10351/07
C/O DAVID HICKEN ASSOCIATES
SOUTHGATE HOUSE
HIGH BANKS
LOOSE, MAIDSTONE
KENT. ME15 0EQ

DATE REGISTERED 16 DEC 91

DATE DECISION 16 JUN 92

- 4 To ensure a satisfactory form of development
- 5 To ensure that adequate off street car parking is available, in the interests of highway safety
- 6 To ensure a satisfactory form of development
- 7 To ensure a satisfactory form of development

Your attention is drawn to the fact that Building Regulation approval may also be required for the above development and you are advised to consult the Chief Building Surveyor, 14 Royal Crescent, Cheltenham. (Telephone Cheltenham (0242) 512266) in this regard.

NICHOLAS HAYWARD
Chief Planning Officer

CHEL TENHAM borough council

DEPARTMENT OF PLANNING
CHIEF PLANNING OFFICER Nicholas Hayward

P.O. Box No. 12, Municipal Offices, Promenade, Cheltenham, Gloucestershire, GL50 1PP. Telephone 0242 262626.

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER, 1988

PERMISSION FOR DEVELOPMENT

TO CHELTENHAM & GLOUCESTER COLLEGE OF H.E. APPLICATION NO CB10351/08
C/O FLETCHER JOSEPH PARTNERSHIP
14 WEST CENTRAL STREET
LONDON WC1A 1JH

DATE REGISTERED 02 OCT 92

DATE DECISION 19 NOV 92

In pursuance of its powers under the above mentioned Act and Order
Cheltenham Borough Council, as the Local Planning Authority, hereby
GRANTS PERMISSION for the following development:-

REVISED INTERNAL ARRANGEMENT OF RESIDENTIAL ACCOMMODATION
FOR 122 STUDENT ROOMS WITH ANCILLARY ACCOMMODATION IN
ACCORDANCE WITH REVISED PLANS RECEIVED 29 OCTOBER 1992
(HOLD DECISION FOR S.106)
AT HARDWICK SITE, SWINDON ROAD

in accordance with the accompanying plans and to the conditions specified
hereunder :

- 1 The permission hereby granted shall be begun not later than the
expiration of five years from the date on which this permission is granted
- 2 The development hereby permitted shall not be commenced until
samples of the proposed facing materials and roofing materials have
been submitted to and approved by the Local Planning Authority, and
the facing materials and roofing materials used in the development
shall be in accordance with the samples so approved
- 3 No development shall take place until a landscaping and planting
scheme has been submitted to and approved by the Local Planning
Authority. The scheme shall include a survey of all existing trees
on the land showing the size and species and identifying those
trees, if any, it is proposed to remove. In addition it shall show
in detail all proposed tree and shrub planting, the treatment of
paved areas and areas to be grassed or treated in a similar
manner. All planting, seeding or turfing comprised in the approved
details shall be carried out in accordance with the attached
specification and be completed to the satisfaction of the Local
Planning Authority within twelve months of the completion of the
development. In the event of any of the trees or plants included

CHELTENHAM borough council

DEPARTMENT OF PLANNING
CHIEF PLANNING OFFICER Nicholas Hayward

P.O. Box No. 12, Municipal Offices, Promenade, Cheltenham, Gloucestershire, GL50 1PP. Telephone 0242 262626.

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER, 1988

PERMISSION FOR DEVELOPMENT

TO CHELTENHAM & GLOUCESTER COLLEGE OF H.E. APPLICATION NO CB10351/08
C/O FLETCHER JOSEPH PARTNERSHIP
14 WEST CENTRAL STREET
LONDON WC1A 1JH

DATE REGISTERED 02 OCT 92

DATE DECISION 19 NOV 92

in the scheme or any trees or plants replacing them dying or being removed or seriously damaged or diseased at any time within a period of five years from the completion of the development they shall be replaced at the same places by others of a similar size and species in the next earliest planting season unless the Local Planning Authority gives written consent to any variation.

- 4 Details of the boundary enclosure to St. Pauls Road and Swindon Road shall be submitted to and approved by the Local Planning Authority before the development is commenced
- 5 The car parking spaces shall be constructed and surfaced with tarmac or other impervious surfacing material to the satisfaction of the Local Planning Authority, and no part of the development shall be used or occupied until it has been so constructed and surfaced and is otherwise available for use
- 6 Details of the drying and bin areas shall be submitted to and approved by the Local Planning Authority before the development is commenced
- 7 Detailed plans of the bicycle sheds shall be submitted to and approved by the Local Planning Authority before the development is commenced
- 8 One further parking space shall be provided on site in accordance with a plan to be first submitted to and approved by the Local Planning Authority

The reasons for the Council's decision to grant permission subject to the above conditions are:-

- 1 Circumstances may change in the future and if the development is not carried out within this period the Authority wish to review the application
- 2 To preserve the visual amenities of the locality

CHELTENHAM borough council

DRAFT

DEPARTMENT OF PLANNING

CHIEF PLANNING OFFICER Nicholas Hayward

P.O. Box No. 12, Municipal Offices, Promenade, Cheltenham, Gloucestershire, GL50 1PP. Telephone 0242 262626.

TOWN AND COUNTRY PLANNING ACT 1990

TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER, 1988

PERMISSION FOR DEVELOPMENT

TO CHELTENHAM & GLOUCESTER COLLEGE OF H.E. APPLICATION NO CB10351/08
C/O FLETCHER JOSEPH PARTNERSHIP
14 WEST CENTRAL STREET
LONDON WC1A 1JH

DATE REGISTERED 02 OCT 92

DATE DECISION 19 NOV 92,

- 3 In order to provide a satisfactory setting for the proposed development.
- 4 To ensure a satisfactory form of development
- 5 To ensure that adequate off street car parking is available, in the interests of highway safety
- 6 To ensure a satisfactory form of development
- 7 To ensure a satisfactory form of development
- 8 To ensure that adequate off street car parking is available, in the interests of highway safety

Your attention is drawn to the fact that Building Regulation approval may also be required for the above development and you are advised to consult the Chief Building Surveyor, 14 Royal Crescent, Cheltenham. (Telephone Cheltenham (0242) 512266) in this regard.

NICHOLAS HAYWARD
Chief Planning Officer



PLAN

B.M. 54.47m

Cheltenham and Gloucester
College of Higher Education
Hardwick Building

Malden House

Shelter

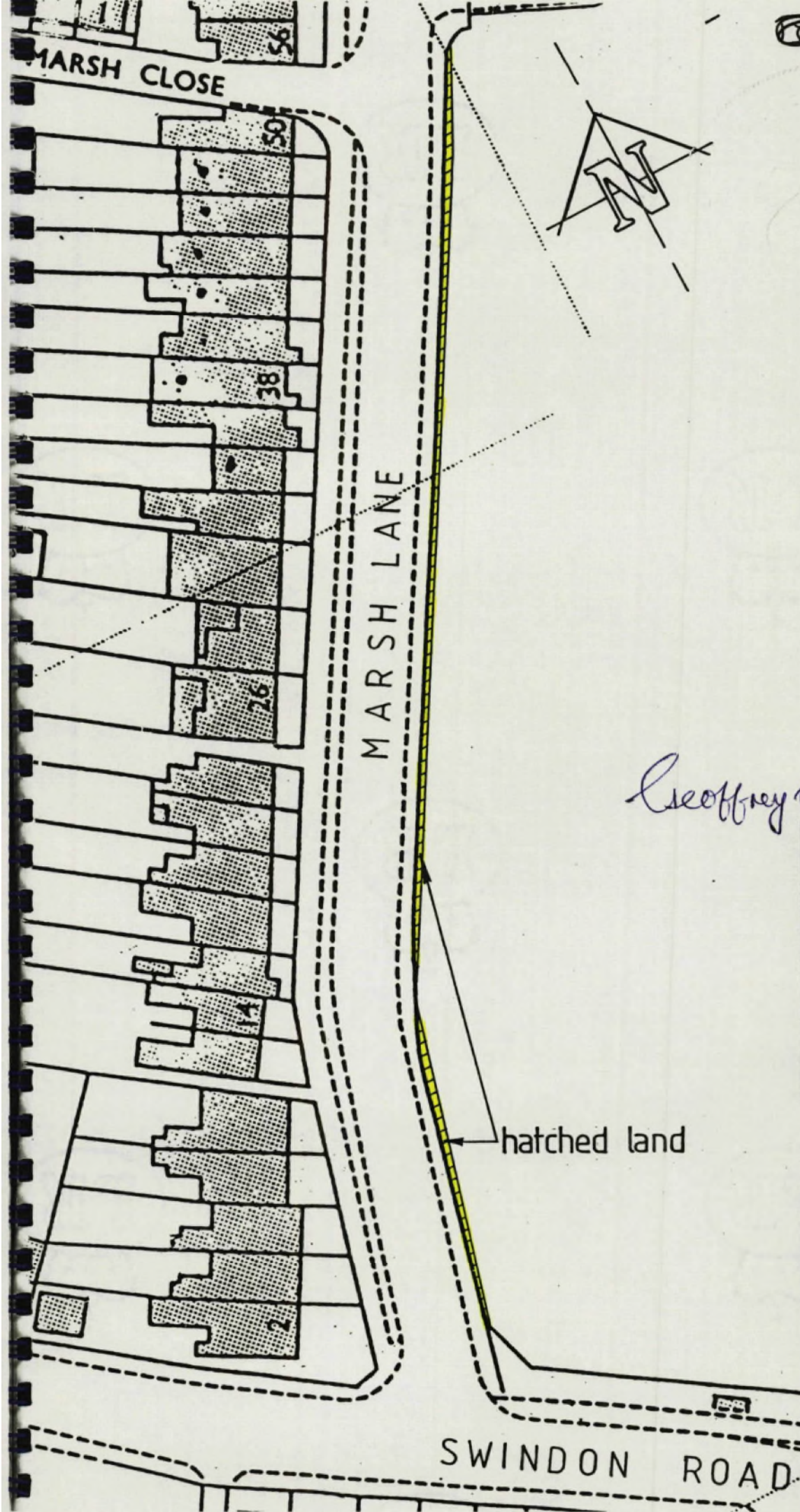
Works

B.M. 53.11m

PLAN

John Trotter
Cheltenham & Gloucester





Guys



Geoffrey W. Hart

**DAVID
DHILA
HICKEN
ASSOCIATES**

Southgate House, High Banks,
Loose, Maidstone, Kent. ME15 0EQ.
Tel: (0622) 747899 Fax: (0622) 743351

client	
CHELTENHAM & GLOUCESTER COLLEGE OF HIGHER EDUCATION	
project	
HARDWICK, ST PAUL'S ROAD, CHELTENHAM	
title	
DEDICATION LAND	
date	scale
DECEMBER 1992	1:500
drwg No.	rev
.1877/10.	

Regulated Local Authority Search



Property Address

**UNIVERSITY HARDWICK CAMPUS
ST. PAULS ROAD
CHELTENHAM
GLOUCESTERSHIRE
GL50 4BS**

Search Prepared for

**HCR Legal LLP
Ellenborough House
Wellington Street
Cheltenham
Gloucestershire
GL50 1YD**

Search No:
3413396

UPRN:
Not validated

Client Reference:
HCRLAW-LIVE.FID12516271

Plan Attached:
Yes

Optional Enquiries:
No

Local Authority:
Cheltenham Borough Council

Other Roads, Footpaths and Footways:
**SWINDON ROAD, MARSH LANE, MARSH
GARDENS, PATH TO EAST.**

Search Summary

Local Land Charges **3 Entries**

Planning History **19 Entries**

Building Regulations **11 Entries**

Road Status **Refer to Q 2.1**

Public Rights of Ways **None**

Road/Rail/Traffic Schemes **No Entries**

Notices (Only revealed in Q3.7, 3.8 & 3.9) **No Entries**

Community Infrastructure Levy **Yes**

This search was provided by Index South West

Index Property Information
South West Office
Unit 13
14 King Square
Bristol
BS2 8JH

Tel: 01179 245 546

On behalf of Index Property Information

Signed:



Date: 10/05/2024

If you have any enquiries or require any further information regarding this search, please contact us on 01179 245 546 or e-mail southwest@indexpi.co.uk

Local Land Charges Register of Entries

(excluding planning permissions recorded in the planning register of entries)

- 1 06/00021/SCO
CLEAN AIR ACT 1956
SMOKE CONTROL ORDER
ISSUED ON 01/11/1988
REGISTERED 01/11/1988
- 2 1502
TOWN AND COUNTRY PLANNING ACT 1990 SECTION 106
AN AGREEMENT RELATING TO PLANNING APPLICATION CB10351/07
DATED 19/02/1993
REGISTERED 19/02/1993
- 3 20/00002/ART4
TOWN AND COUNTRY PLANNING ACT ARTICLE 4 & TOWN & COUNTRY PLANNING (GENERAL PERMITTED DEVELOPMENT) (ENGLAND) ORDER 2015 AS AMENDED
3842 PROPERTIES LOCATED NORTH CENTRAL CHELTENHAM RESTRICTION TO PERMITTED DEVELOPMENT DIRECTIONS MADE UNDER ARTICLE 4 OF THE TOWN AND COUNTRY PLANNING ACT
REGISTERED 11/06/2020

DOCUMENT RETRIEVAL:

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Planning Register of Entries

(The local authority makes planning information records readily available from 01/01/1980 only. The records have been searched back to that date.)

- 1 86/00010/PO
ALTERNATIVE REFERENCE: CB10351/02
COLLEGE OF ST PAUL AND ST MARY CHELTENHAM GLOUCESTERSHIRE - PROPOSED SPORTS HALL
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
PERMIT 20/03/1986
REGISTERED IN THE LAND CHARGES REGISTER 20/03/1986
- 2 87/00184/PF
ALTERNATIVE REFERENCE: CB15847/01
ST PAULS CENTRE CHELTENHAM GLOUCESTERSHIRE - DEMOLITION OF DISUSED FORMER SCHOOL TOILET BLOCK AND ERECTION OF TEMPORARY BUILDING FOR USE AS A TRAINING WORKSHOP
OLD ST PAULS HOSPITAL SITE ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE
PERMIT 26/03/1987
REGISTERED IN THE LAND CHARGES REGISTER 26/03/1987
- 3 88/00704/PO
ALTERNATIVE REFERENCE: CB10351/05
HARDWICK COMPLEX CHELTENHAM GLOUCESTERSHIRE - OUTLINE PLANNING APPLICATION FOR NEW SPORTS HALL AND GYMNASIUM
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
PERMIT 04/08/1988
REGISTERED IN THE LAND CHARGES REGISTER 04/08/1988
- 4 88/00703/PO
ALTERNATIVE REFERENCE: CB10351/04
HARDWICK COMPLEX CHELTENHAM GLOUCESTERSHIRE - OUTLINE PLANNING APPLICATION FOR NEW STUDENT RESIDENCES
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
PERMIT 04/08/1988
REGISTERED IN THE LAND CHARGES REGISTER 04/08/1988
- 5 88/00702/PO
ALTERNATIVE REFERENCE: CB10351/03
HARDWICK COMPLEX CHELTENHAM GLOUCESTERSHIRE - OUTLINE PLANNING APPLICATION FOR ALL WEATHER FLOODLIT PRACTICE PITCH
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
REFUSE 04/08/1988

- 6 89/00272/PF
ALTERNATIVE REFERENCE: CB10351/06
ERECTION OF SPORTS HALL, GYMNASIUM, SQUASH COURTS, LABORATORIES AND ANCILLARY ROOMS FOR USE BY THE COLLEGE OF ST PAUL AND ST MARY (DETAILS OF OUTLINE PERMISSION GRANTED ON 4TH AUG 1988) (IN ACCORDANCE WITH REVISED BLOCK PLAN)
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
PERMIT 30/03/1989
REGISTERED IN THE LAND CHARGES REGISTER 30/03/1989
- 7 91/01280/PF
ALTERNATIVE REFERENCE: CB10351/07
NEW LINK BUILDING INCORPORATING GYMNASIUM, SPORTS LABORATORY, DANCE STUDIO, FOYER, CHANGING SPACE, CAFETERIA AND ANCILLARY ACCOMMODATION PLUS ERECTION OF 3 STUDENT RESIDENCE BUILDINGS, LAYING OUT OF 2 TENNIS COURTS AND NEW CAR PARKING
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
PERMIT 05/05/1992
REGISTERED IN THE LAND CHARGES REGISTER 05/05/1992
- 8 92/00595/PR
ALTERNATIVE REFERENCE: CB15847/02
APPLICATION FOR RENEWAL OF EXISTING PERMISSION TO RETAIN BUILDING FOR USE AS A TRAINING WORKSHOP (PERMANENT USE NOW APPLIED FOR)
OLD ST PAULS HOSPITAL SITE ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE
PERMIT 30/07/1992
REGISTERED IN THE LAND CHARGES REGISTER 30/07/1992
- 9 92/00911/PF
ALTERNATIVE REFERENCE: CB10351/08
REVISED INTERNAL ARRANGEMENT OF RESIDENTIAL ACCOMMODATION FOR 122 STUDENT ROOMS WITH ANCILLARY ACCOMMODATION IN ACCORDANCE WITH REVISED PLANS RECEIVED 28 OCTOBER 1992
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
PERMIT 19/11/1992
REGISTERED IN THE LAND CHARGES REGISTER 19/11/1992
- 10 93/00291/PF
ALTERNATIVE REFERENCE: CB10351/09
STATIONING OF 4 NO PORTABLE BUILDINGS FOR USE FOR TEACHING PURPOSES FOR TEMPORARY PERIOD OF TWO YEARS
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
PERMIT 29/04/1993
REGISTERED IN THE LAND CHARGES REGISTER 29/04/1993
- 11 05/01361/FUL
TEMPORARY CAR PARK TO PROVIDE 25 SPACES
HARDWICK CAMPUS MAIDENHORN HALL FLATS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4EZ
PERMIT 14/10/2005
REGISTERED IN THE LAND CHARGES REGISTER 14/10/2005
- 12 10/02031/FUL
ALTERNATIVE REFERENCE: PP-01319481
ALTERATIONS TO EXISTING SPORTS HALL TO PROVIDE NEW SCHOOL OF ART AND PHOTOGRAPHY TO INCLUDE CONSTRUCTION OF NEW ENTRANCE, PROVISION OF NEW RENDER AND CURTAIN WALLING GLAZING AND NEW WINDOW OPENINGS, AND NEW EXTERNAL PLANT AREA (FOLLOWING DEMOLITION OF REDUNDANT SWIMMING POOL BUILDING)
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
PERMIT 16/02/2011
REGISTERED IN THE LAND CHARGES REGISTER 16/02/2011
- 13 11/00534/FUL
ALTERNATIVE REFERENCE: PP-01455497
EXTENSION TO EXISTING CAR PARKING FACILITIES TO PROVIDE ADDITIONAL OVERFLOW CAR PARKING SPACES, NEW CYCLE STORAGE FACILITIES, 2.1M HIGH PALISADE FENCING, AND LANDSCAPING
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
PERMIT 19/08/2011
REGISTERED IN THE LAND CHARGES REGISTER 19/08/2011
- 14 14/00090/FUL
ALTERNATIVE REFERENCE: PP-03137965
INSTALLATION OF MEZZANINE FLOOR TO PROVIDE ADDITIONAL EDUCATIONAL SPACE WITHIN THE CENTRE FOR ART AND PHOTOGRAPHY TOGETHER WITH ASSOCIATED EXTERNAL CHANGES TO THE ELEVATIONS AND THE PROVISION OF A HELICAL ESCAPE STAIR
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
PERMIT 16/04/2014
REGISTERED IN THE LAND CHARGES REGISTER 16/04/2014

- 15 17/01136/FUL
ALTERNATIVE REFERENCE: PP-06136314
ERECTION OF TEMPORARY CLASSROOM FOR THREE YEARS
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
PERMIT 21/07/2017
REGISTERED IN THE LAND CHARGES REGISTER 25/07/2017
- 16 17/01354/ADV
ERECTION OF FREESTANDING MONOLITH SIGN (NON-ILLUMINATED) (RETROSPECTIVE APPLICATION)
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
GRANT 24/08/2017
- 17 17/01650/CONDIT
ALTERNATIVE REFERENCE: PP-06305885
VARIATION OF CONDITION 2 (APPROVED DOCUMENTS) ON PLANNING PERMISSION REF. 17/01136/FUL TO LINK THE TEMPORARY CLASSROOM TO THE EXISTING BUILDING
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
PERMIT 27/09/2017
REGISTERED IN THE LAND CHARGES REGISTER 28/09/2017
- 18 22/01198/FUL
ALTERNATIVE REFERENCE: PP-11366592
RETENTION OF EXISTING TEMPORARY CLASSROOM FOR AN ADDITIONAL FIVE YEARS
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
PERMIT 29/07/2022
REGISTERED IN THE LAND CHARGES REGISTER 29/07/2022
- 19 23/00434/FUL
ALTERNATIVE REFERENCE: PP-11937393
INTERNAL AND EXTERNAL ALTERATIONS.
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
PERMIT 04/05/2023
REGISTERED IN THE LAND CHARGES REGISTER 05/05/2023

DOCUMENT RETRIEVAL:

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1.1 (J) Building Regulations Approval from 01/01/1997

- 1 02/00864/OTCFUL
INTERNAL ALTERATION WORKS INCLUDING NEW STRUCTURAL OPENING AND STAIRCASE
C AND G COLLEGE HARDWICK SPORTS CENTRE ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
APPLICATION RECEIVED 22/10/2002
- 2 C11/00182/OTCFUP
ALTERATIONS TO EXISTING SPORTS HALL TO PROVIDE NEW SCHOOL OF ART AND PHOTOGRAPHY TO INCLUDE CONSTRUCTION OF NEW ENTRANCE. NEW WINDOW OPENINGS. NEW EXTERNAL PLANT AREA
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
APPLICATION RECEIVED 07/03/2011
- 3 C11/00784/OTCFUP
SINGLE STOREY STORE ROOM AND EXTERNAL WORKS TO ENHANCE DISABILITY ACCESS
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
APPLICATION RECEIVED 23/09/2011
- 4 C13/00579/OTCFUP
(HA020) ERECTION OF NEW INTERNAL PARTITION AND ASSOCIATED DOORWAY TO CREATE STORE AREA WITHIN THE HA020 CLASSROOM (GROUND FLOOR ONLY)
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
APPLICATION RECEIVED 24/07/2013
- 5 C13/00927/IN
INSTALLATION OF A MEZZANINE FLOOR IN EXISTING BUILDING AND ASSOCIATED REFURBISHMENT WORKS WITH ASSOCIATED ALTERATIONS
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
APPLICATION RECEIVED 04/11/2013

- 6 C17/00865/INI
INSTALLATION OF MODULAR BUILDING AND ASSOCIATE WORKS TO FORM LINK CORRIDOR
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
APPLICATION RECEIVED 06/09/2017

1.1 (K) Building Regulations Completion Certificates from 01/01/1997

- 1 C11/00182/OTCFUP
ALTERATIONS TO EXISTING SPORTS HALL TO PROVIDE NEW SCHOOL OF ART AND PHOTOGRAPHY TO INCLUDE CONSTRUCTION OF NEW ENTRANCE. NEW WINDOW OPENINGS. NEW EXTERNAL PLANT AREA
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
APPLICATION RECEIVED 07/03/2011
BUILDING WORK COMPLETE 09/09/2011
- 2 C11/00784/OTCFUP
SINGLE STOREY STORE ROOM AND EXTERNAL WORKS TO ENHANCE DISABILITY ACCESS
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
APPLICATION RECEIVED 23/09/2011
BUILDING WORK COMPLETE 03/11/2011
- 3 C13/00927/IN
INSTALLATION OF A MEZZANINE FLOOR IN EXISTING BUILDING AND ASSOCIATED REFURBISHMENT WORKS WITH ASSOCIATED ALTERATIONS
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
APPLICATION RECEIVED 04/11/2013
BUILDING WORK COMPLETE 09/10/2014
- 4 C17/00865/INI
INSTALLATION OF MODULAR BUILDING AND ASSOCIATE WORKS TO FORM LINK CORRIDOR
HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL50 4BS
APPLICATION RECEIVED 06/09/2017
BUILDING WORK COMPLETE 06/11/2017

1.1 (L) Competent Person Scheme from 01/01/1997

- 1 C22/10588/GASAFE
INSTALL A GAS-FIRED BOILER
MAIDENHORN HARDWICK CAMPUS ST PAULS ROAD CHELTENHAM GLOUCESTERSHIRE GL51 9JB
BUILDING WORK COMPLETE 24/01/2022

DOCUMENT RETRIEVAL:

PLEASE EMAIL SOUTHWEST@INDEXPI.CO.UK WITH A LIST OF ANY DOCUMENTS YOU REQUIRE. ANY FEES, IF APPLICABLE, WILL BE CONFIRMED BEFORE PROCEEDING. ALTERNATIVELY, PLEASE RING 0117 924 5546 TO SPEAK TO A MEMBER OF THE TEAM

Other Details:

PLANNING APPLICATIONS RELATING TO LAND ADJOINING THE CURTILAGE OF THE ADDRESS SEARCHED DO NOT FALL WITHIN THE SCOPE OF THIS SEARCH

PLEASE NOTE THIS SEARCH HAS REVEALED TH FOLLOWING BUILDING CONTROL APPLICATIONS THAT PRE-DATE 01/01/1997:

93/00004/IN
CONSTRUCTION OF 3 STUDENT BLOCKS
HARDWICK CAMPUS CHELTENHAM GLOUCESTERSHIRE
APPLICATION RECEIVED 06/01/1993
BUILDING WORK COMPLETE 04/11/1993

94/00162/AE
NEW GYMNASIUM
HARDWICK SPORTS CENTRE CHELTENHAM GLOUCESTERSHIRE
APPLICATION RECEIVED 24/05/1994
BUILDING WORK COMPLETE 03/03/1995

1. Planning and Building Regulations

1.1 Planning and building decisions and pending applications

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

(a) a planning permission

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

(b) a listed building consent

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

(c) a conservation area consent

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

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

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

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

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

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

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

(g) a heritage partnership agreement

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

(h) a listed building consent order

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

(i) a local listed building consent order

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

(j) building regulation approval

PLEASE REFER TO BUILDING REGULATION ENTRIES

PLEASE NOTE, NOT ALL BUILDING CONTROL APPLICATIONS FOR HIGHER RISK BUILDINGS ARE RETAINED BY THE RELEVANT LOCAL AUTHORITY. DOCUMENTATION RELATING TO BUILDING CONTROL MAY BE HELD BY THE BUILDING SAFETY REGULATOR BUT CURRENTLY THAT DOCUMENTATION IS NOT AVAILABLE. THE BUILDING OWNER, ACCOUNTABLE PERSON, OR PRINCIPAL ACCOUNTABLE PERSON MAY HOLD THAT INFORMATION IN WHAT IS DEFINED AS THE GOLDEN THREAD BY THE BUILDING SAFETY ACT 2022 AND ENQUIRIES OUGHT TO BE MADE OF THE SELLER OR THE LANDLORD FOR THE SAME.

(k) a building regulation completion certificate

PLEASE REFER TO BUILDING REGULATION ENTRIES

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

PLEASE REFER TO BUILDING REGULATION ENTRIES

How can copies of the decisions be obtained?

PLEASE CONTACT OUR OFFICE FOR GUIDANCE

N.B. *If building control for the property is currently administered by an outside body the seller or developer should be asked to provide evidence of compliance with building regulations.*

1.2 Planning designations and proposals

What designations of land use for the property or the area, and what specific proposals for the property are contained in any existing or proposed development plan?

THE CHELTENHAM PLAN, ADOPTED JULY 2020

- PRINCIPAL URBAN AREA
- HMO RESTRICTED AREA

JOINT CORE STRATEGY PLAN (ADOPTED DECEMBER 2017)

- CITY AND TOWN AREAS (CHELTENHAM)

ENVIRONMENT AGENCY PLAN: FLOOD MAP FOR PLANNING (RIVERS AND SEA)

- FLOOD ZONE 1

N.B. *This reply reflects policies or proposals in any existing development plan and in any formally proposed alteration or replacement plan, but does not include policies contained in planning guidance notes or supplementary planning documents*

2. Roads and Public Rights of Way

2.1 Roadways, footways and footpaths

Which of the roads, footways and footpaths named in the application for this search are:

(a) highways maintainable at public expense

ST. PAULS ROAD - YES
SWINDON ROAD - YES
MARSH LANE - YES
MARSH GARDENS - YES
PATH TO EAST - NO

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

NONE

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

NONE

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

NONE

N.B. *If a road, footpath or footway is not a highway, there may be no right to use it. The Company cannot express an opinion without seeing the title plan of the property and requesting the local authority to carry out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property*

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

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

NO

2.4 Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?

NO

N.B. *A survey of all paths has not been completed and whilst this does not preclude the existence of unrecorded rights of way the Local Authority is unaware of a claimed rights of way existing over the property. 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.

NOT APPLICABLE

3. Other Matters

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

3.1 Land required for public purposes

Is the property included in land required for public purposes?

NO

3.2 Land to be acquired for road works

Is the property included in land to be acquired for roadworks?

NO

3.3 Drainage matters

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

AS SCHEDULE 3 OF THE FLOOD AND WATER MANAGEMENT ACT 2010 HAS NOT BEEN BROUGHT INTO FORCE, THE COUNCIL IS NOT REQUIRED TO KEEP ANY RECORDS REGARDING SUSTAINABLE DRAINAGE SYSTEMS, MAINTENANCE RESPONSIBILITIES OR SURFACE WATER DRAINAGE CHARGES FOR ANY INDIVIDUAL PROPERTIES. HOWEVER THERE MAY BE RELEVANT PLANNING PERMISSIONS AND ASSOCIATED LEGAL AGREEMENTS (S106) RELATED TO THE PROPERTY THAT CONTAIN SUCH INFORMATION.

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

PLEASE REFER TO RESPONSE AS DETAILED ABOVE

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

PLEASE REFER TO RESPONSE AS DETAILED ABOVE

3.4 Nearby road schemes

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

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

NO

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

NO

(c) the outer limits of construction works for a proposed alteration or improvement to an existing road, involving
(i) the construction of a roundabout (other than a mini roundabout) or
(ii) widening by construction of one or more additional traffic lanes.

NO

(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 the 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 the construction of one or more additional traffic lanes	NO
(e) the centre line of the proposed route of a new road under proposals published for public consultation	NO
(f) the outer limits of: (i) construction of a proposed alteration or improvement to an existing road involving the 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	<p>NO</p> <p>WE STRONGLY RECOMMEND THAT AN OPTIONAL ENQUIRY 4 – ROAD PROPOSALS BY PRIVATE BODIES BE ORDERED TO ENSURE ANY ROAD SCHEMES OUTSIDE OF THE COUNCIL'S REGISTER ARE REVEALED, SHOULD THEY APPLY. THIS WILL INCLUDE ANY PROPOSALS THAT HAVE BEEN APPROVED OR ARE THE SUBJECT OF PENDING APPLICATIONS, THE LIMITS OF CONSTRUCTION OF WHICH ARE ADJOINING OR ADJACENT TO THE PROPERTY. IT IS INFORMATION ABOUT THE PROPOSALS OF PRIVATE BODIES OR DEVELOPERS THAT WILL BE REVEALED. (THIS DOES NOT INCLUDE, FOR EXAMPLE AND NOT LIMITED TO, NATIONAL HIGHWAYS WHO ARE A PUBLIC SECTOR STATUTORY BODY)</p> <p>FURTHERMORE, SOME COUNCILS CANNOT ANSWER Q4, UNDER THESE CIRCUMSTANCES WE CAN OFFER A SPECIALIST INSURANCE WHICH COVERS RESIDENTIAL AND COMMERCIAL PROPERTIES UPTO £1M or £3M IN VALUE. BESPOKE INSURANCE CAN BE ARRANGED OUTSIDE OF THIS PRICE.</p> <p>PLEASE CONTACT YOUR LOCAL INDEX OFFICE FOR FURTHER INFORMATION</p>

N.B. *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.*

3.5 Nearby railway schemes

(a) Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?	NO
(b) Are there any proposals for a railway, tramway, light railway or monorail with the Local Authority's boundary?	NO

3.6 Traffic schemes

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

(a) permanent stopping up or diversion	NO
(b) waiting or loading restrictions	NO
(c) one way driving	NO
(d) prohibition of driving	NO
(e) pedestrianisation	NO

(f) vehicle width or weight restriction	NO
(g) traffic calming works including road humps	NO
(h) residents' parking controls	NO
(i) minor road widening or improvement	NO
(j) pedestrian crossings	NO
(k) cycle tracks	NO
(l) bridge building	NO

N.B. *In some circumstances, road closure orders 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 within which the property is located. 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*

3.7 Outstanding notices

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

(a) building works	NO
(b) environment	NO
(c) health and safety	NO
(d) housing	NO
(e) highways	NO
(f) public health	NO
(g) flood and coastal erosion risk management	NO

N.B. *This information was correct when the registers were checked at the date of this search. We advise that this question is also asked of the Vendor.*

3.8 Contravention of building regulations

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

NO

N.B. *This information was correct when the registers were checked at the date of this search. We advise that this question is also asked of the Vendor.*

3.9 Notices, orders, directions and proceedings under Planning Acts

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

(a) an enforcement notice	NO
(b) a stop notice	NO
(c) a listed building enforcement notice	NO
(d) a breach of condition notice	NO
(e) a planning contravention notice	NO
(f) another notice relating to breach of planning control	NO
(g) a listed building repairs notice	NO
(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimal compensation	NO
(i) a building preservation notice	NO
(j) a direction restricting permitted development	NO
(k) an order revoking or modifying a planning permission;	NO
(l) an order requiring discontinuance of use or alteration or removal of buildings or works	NO
(m) a tree preservation order	NO
(n) proceedings to enforce a planning agreement or planning contribution	NO

N.B. *Please be aware that when a planning permission is granted, conditions may be attached to the decision which limit or remove permitted development rights. Please make your own enquiries in this respect. National Park Authorities, Cadw and The Historic Buildings and Monuments Commission (English Heritage have the power to issue building preservation notices so where relevant an enquiry should be made to them.*

3.10 Community infrastructure levy (CIL)

(a) Is there a CIL charging schedule?

YES - FOR MORE INFORMATION, PLEASE FOLLOW THIS LINK
<https://indexpi.co.uk/CIL/60>

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

(i) a liability notice?

NO

CHELTENHAM BOROUGH COUNCIL ARE NOT CURRENTLY REGISTERING ALL ANSWERS (b-h) IN THE LOCAL LAND CHARGES REGISTER. WE WOULD ADVISE YOU MAKE FURTHER ENQUIRIES OF THE VENDOR.

(ii) a notice of chargeable development?

(iii) a demand notice?

(iv) a default liability notice?

(v) an assumption of liability notice?

(vi) a commencement notice?

(c) Has any demand notice been suspended?

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

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

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

(g) Has a liability order been granted?

(h) Have any other enforcement measures been taken?

3.11 Conservation area

Do the following apply in relation to the property?

(a) the making of the area a Conservation Area before 31 August 1974 NO

(b) an unimplemented resolution to designate the area a Conservation Area. NO

3.12 Compulsory purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property? NO

3.13 Contaminated land

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

(a) a contaminated land notice NO

(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:
(i) a decision to make an entry
(ii) an entry NO

(c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice NO

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

3.14 Radon gas

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

PLEASE REFER TO ENVIRONMENTAL REPORT

N.B. "Radon Affected Area" means a part of the country with a 1% probability or more of present or future homes being above the Action Level. Such areas are designated by the Health Protection Agency which also advises Government on the numerical value of the "Radon Action Level" (the recommended maximum radon concentration in the home. Radon concentrations above the Action Level should be reduced below it and become as low as reasonably practicable). 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. 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 on the Health Protection Agency (HPA) website (www.hpa.org.uk/radiation/index.htm). Alternatively, information can be requested from HPA by telephone {0800 614529 {24h} or 01235 822622 {D/T} or by writing to Radon Studies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon OX11 0RQ. A guide containing further information about Radon Affected Areas is available free from DEFRA.

3.15 Assets of community value

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

NO

If so:

- (i) Is it listed as an asset of community value?
- (ii) Was it excluded and placed on the 'nominated but not listed' list?
- (iii) Has the listing expired?
- (iv) Is the Local Authority reviewing or proposing to review the listing?
- (v) Are there any subsisting appeals against the listing?

NOT APPLICABLE
NOT APPLICABLE
NOT APPLICABLE
NOT APPLICABLE
NOT APPLICABLE

(b) If the property is listed:

- (i) Has the Local Authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property?
- (ii) Has the Local Authority received a notice of disposal?
- (iii) Has any community interest group requested to be treated as a bidder?

NOT APPLICABLE

NOT APPLICABLE
NOT APPLICABLE

Information Sources:

CHELTENHAM BOROUGH COUNCIL, MUNICIPAL OFFICES, PROMENADE, CHELTENHAM, GLOUCESTERSHIRE, GL50 9SA
Tel: 01242 264110 - Web: https://indexpi.co.uk/_/0FM3

GLOUCESTERSHIRE COUNTY COUNCIL, SHIRE HALL, WESTGATE STREET, GLOUCESTER, GL1 2TG,
Tel: 01452 425000 - Web: https://indexpi.co.uk/_/p7eW

Planning and Building Regulations

The answer(s) to Q1.1 (A) - (I) were obtained by examining public records

The answer(s) to Q1.1 (J) - (L) were obtained by examining public records

Planning Designations and Proposals

The answer(s) to Q1.2 were obtained by examining public records

Roads

The answer(s) to Q2 (A) - (D) were obtained by examining public records

The answer(s) to Q2.2 were obtained by examining public records

The answer(s) to Q2.3 were obtained by examining public records

The answer(s) to Q2.4 were obtained by examining public records

The answer(s) to Q2.5 were obtained by examining public records

Other Matters

The answer(s) to Q3.1 were obtained by examining public records

The answer(s) to Q3.2 were obtained by examining public records

The answer(s) to Q3.3 were obtained by examining public records

The answer(s) to Q3.4 were obtained by examining public records

The answer(s) to Q3.5 were obtained by examining public records

The answer(s) to Q3.6 were obtained by examining public records

The answer(s) to Q3.7 were obtained by examining public records

The answer(s) to Q3.8 were obtained by examining public records

The answer(s) to Q3.9 were obtained by examining public records

The answer(s) to Q3.10 were obtained by examining public records

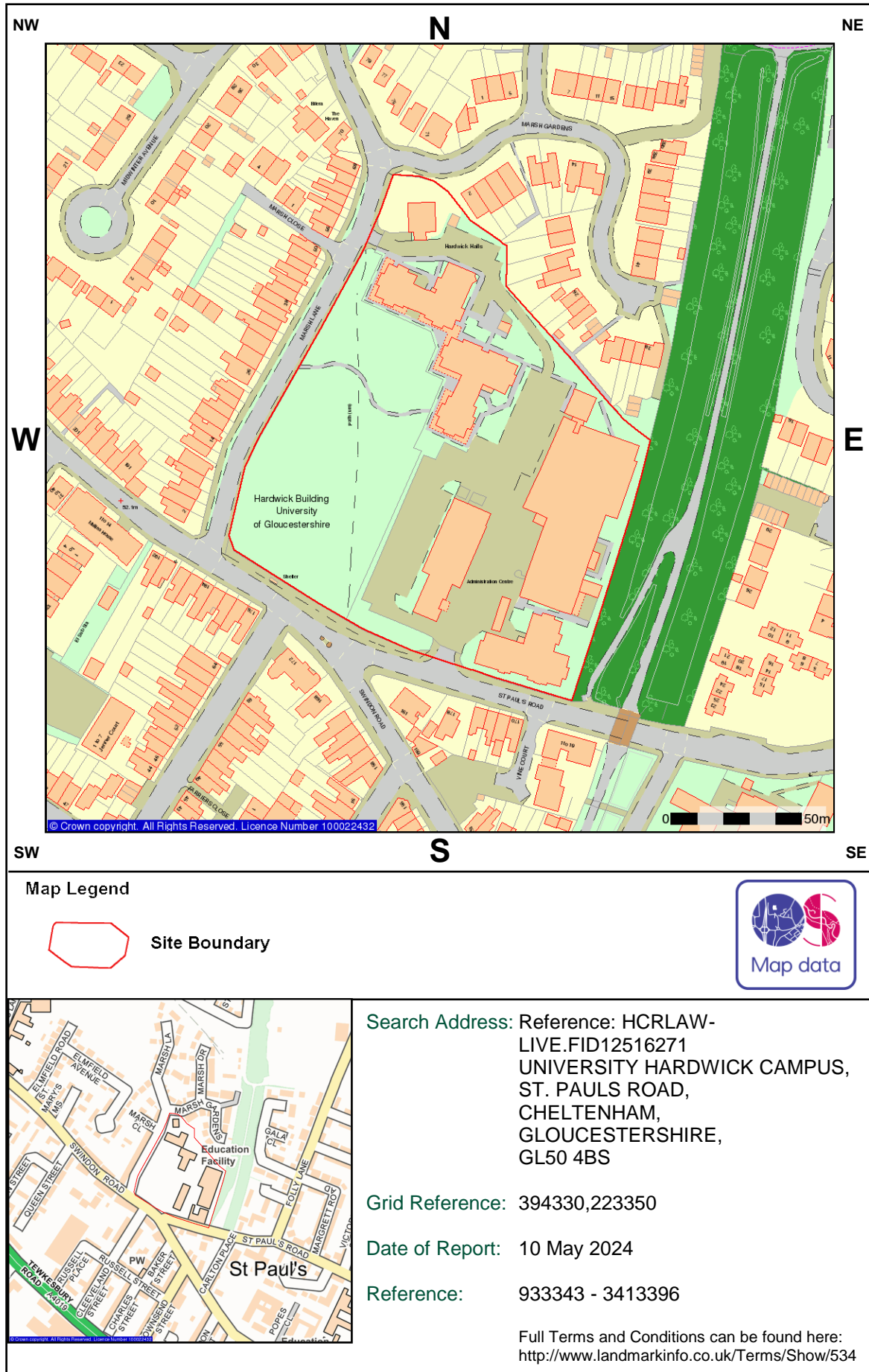
The answer(s) to Q3.11 were obtained by examining public records

The answer(s) to Q3.12 were obtained by examining public records

The answer(s) to Q3.13 were obtained by examining public records

The answer(s) to Q3.14 were obtained by examining public records

The answer(s) to Q3.15 were obtained by examining public records



Terms and Conditions

Definitions

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

Adverse Entry	a matter having a detrimental effect on the market value of the Property and which would or should have been disclosed in an Official Search had one been carried out in relation to the Property on the date of the Regulated Search but was not disclosed in the Regulated Search. and includes where the Appropriate Body's registers and information and / or the answers provided by the Appropriate Body for the purposes of the compilation of the Regulated Search were incorrect as at the date of the Regulated Search due to the Appropriate Body's error or omission
Appropriate Body	means either the local authority or other public body responsible for maintaining the registers and information that are used to compile an Official Search
Business	means an Individual, company, or partnership acting in for purposes of their trade, business or profession
Charges	means the charges for the Services as shown when placing an Order
Customer	means a seller, buyer, potential buyer of the Property or lender or any other person with an interest in the Property
Code	means the Search Code of Practice for Search Compilers and Retailers http://www.copso.org.uk/searchcode/searchcode.php
Consumer	means any person who places an Order who is not operating as a Business
Contract	has the meaning given in clause 1.1
Data Protection Laws	means any legislation relating to privacy and data protection and electronic communications as applicable in England and Wales
Insurance Product(s)	means any insurance product which We are able to supply to You
Insured	means a buyer and/or lender as the intended recipient of a Regulated Search
Intellectual Property Rights	means any copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property rights
Material	means brochures, price lists and advertisements in any type of media made available to You from time to time in respect of the Services
Official Search	means a report which is compiled and supplied by an Appropriate Body
Optional Services	means a transactional service available on the Ordering Platform whether provided by Us or as an integration with the website / platform of the Supplier
Order	means a request for Services made by You or on Your behalf in respect of a single Property or transaction
Ordering Platform	means Our ordering platform at http://www.indexlive.co.uk/
Privacy Notice	means, for a Business, the privacy notice (which includes a data processing notice) at https://indexpi.co.uk/legal-notices.html or for a Consumer means the consumer privacy notice at clause 7.4
Property	means an address or location relevant to the Services
Regulated Search(es);	means a (i) a report providing some of the information contained in a CON29DW (Law Society copyright) (known as a Residential Regulated Water and Drainage Search) or (ii) a water and drainage report relevant to a commercial property (known as a Commercial Regulated Water and Drainage Search or (iii) a report providing responses to the questions and information requested in Forms LLC1 and Part 1 and Part 2 of Form CON29 (Law Society copyright). (known as a Regulated Local Authority Search)
Report	means any report / search relating to a Property or transaction Ordered by You

Search Pack	a pre-determined combination of Regulated Searches and Supplier Products.
Services	means the supply of any of the services and Reports available on the Ordering Platform to You in accordance with your Order
Supplier	means any organisation or third party who provides Supplier Products
Supplier Product	means any Report, Optional Service, data or information or Service provided by a Supplier
SRIP	means search report insurance policy and further details are provided in clause 6.6
Supplier Terms	means, as relevant to an Order, the terms and conditions of Suppliers are incorporated in these Terms and which (i) are found within each sample report for a Supplier Product as shown on the Ordering Platform or, (ii) are required to be agreed by the Customer before ordering a Supplier Product or accessing an Optional Service provided by a Supplier or (iii) apply by law to an Official Search
Terms	means these terms and conditions of supply
VAT	means value added tax under the Value Added Tax Act 1994 and any similar replacement or additional tax
We, Us, Our	Any one or all of Index Property Information Limited, Index Insure Limited or an Index franchisee as relevant to Your account with Us or Index Insure Limited as relevant to Insurance Products.
You and Your	means the Customer placing the Order or any Business acting on their behalf

Index Property Information Limited and Index Insure Limited are affiliate companies of the Dye & Durham Group.

Insurance Statements: Index Insure Limited and its subsidiaries are appointed representatives of Northcott Beaton Ltd with is authorised and regulated by the Financial Conduct Authority under registration number 306740.

1. Contract

- 1.1 The contract between us shall come into existence when We accept Your completed Order; acceptance being by either sending a written confirmation or providing the Services ("**Contract**").
- 1.2 We may refuse to accept an Order for reasons including but not limited to where (a) the Services are not available (b) We cannot obtain authorisation for payment or there are credit issues with your account with Us, (c) we identify a pricing or service description error or (d) We determine supply to You will be in breach any regulatory provisions relating to the Services ordered.
- 1.3 Please read and check the Order before it is submitted as the risk of input or submission of information is with You and will not remove or limit any obligations to pay Charges. You accept responsibility for ensuring that the information provided is sufficient and correct for Us to deliver the Service.
- 1.4 The Terms in force at the time of the Contract, in conjunction with any relevant Supplier Terms, the Order, the Privacy Notice and Materials (**Provisions**), shall govern the Contract to the exclusion of any other terms and conditions. You agree to be bound by the Provisions when You place an Order. You should print a copy of the Provisions for future reference.
- 1.5 If You are Business You acknowledge that You have not relied upon any representations save insofar as the same have been expressly incorporated in the Provisions and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of the Provisions.
- 1.6 If You are a Consumer where statements and representations have been made by Our authorised agents contrary to the Provisions, please ensure You ask for such variations to be confirmed in writing.

2. Services

- 2.1 We shall use reasonable care and skill in providing the Services and in accordance with the Code (where applicable).
- 2.2 We reserve the right to make any changes to the Services described in our Material to conform with any applicable statutory requirements or any non-material changes which We reasonably deem appropriate in Our sole discretion.
- 2.3 You may not transfer or sell Reports to another customer (transferee) without our prior written consent. We will, where We give such consent, use reasonable endeavours to transfer the benefit of Supplier Terms and SRIP to any transferee but the transferee is not a party to the Contract and we are not liable to the transferee for any other liability howsoever arising.
- 2.4 You and Your Customer shall be permitted to make and store electronic or hard copies of Supplier Products or Regulated Searches



solely for internal audit/review purposes.

- 2.5 In placing the Order (and subject clause 1.1 and 1.2) You hereby agree that We may take steps to perform the Services as soon as possible. See clause 5 for limited provisions relating to cancellation of the Contract.
- 2.6 We shall use reasonable endeavours to provide the Services within a reasonable period of time but are not liable to You for any delay in providing the Services.
- 2.7 Where You place an Order for an Optional Service provided by Us, it is Your responsibility to check the accuracy of any materials or advice provided by Us in respect of such Optional Service and we provide no warranty as to the accuracy of any such materials or advice and accept no liability in respect thereof.

3. Price and Payment

- 3.1 The Charges are expressed in pounds sterling and are inclusive of VAT. We reserve the right to express the Charges exclusive of VAT in an Invoice, but We shall show the VAT separately and include it in the total price.
- 3.2 INSURANCE PRODUCTS: Where insurance premium tax (IPT) is applicable this is included at the current rates. We reserve the right to express the Charge for Insurance Products exclusive of IPT in an invoice but we shall show IPT separately and include it in the total price.
- 3.3 Payment is due in full from You within 30 days from date of invoice unless the payment term varied on the invoice.
- 3.4 Services will be charged at the Charge applicable at the date on which an Order is submitted.
- 3.5 If You fail to pay an invoice by the due date, We may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding sum (including interest) is paid in full, or, where You are a Consumer, interest may be charged at 4% above the base rate of Bank of England until the outstanding sum (including interest) is paid in full.
- 3.6 Any discount, rebate or commission We agree with you must be confirmed in writing (and signed by both parties) but will not apply where Charges are outstanding. You are responsible for advising your Customer of this arrangement as required by the regulations of Solicitor's Regulatory Authority or Council of Licensed Conveyancers or Chartered Institute of Legal Executives i .
- 3.7 You are responsible for managing all aspects of compliance as required by the Solicitor's Regulatory Authority or Council of Licensed Conveyancers or Chartered Institute of Legal Executives including but not limited to the Insurance Distribution Directive requirements in respect of the purchase of any Insurance Product from Us. If You manage a panel you should follow the National Trading Standards Estate Agency Team's guidance on transparency of referral fees and any subsequent regulations that come into force to ensure compliance with the Consumer Protection from Unfair Trading Regulations 2008.

4. Cancellation of Services / Refunds

These provisions 4.1 to 4.3 apply to You as a Consumer

- 4.1 If You are a Consumer, you have a legal right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, to cancel the whole Contract. Your right to cancel the Contract starts on the date the Contract is formed (see clause 1.1) and ends after fourteen working days. If you cancel the Contract within this period, and the exceptions set out in clause 4.2 do not apply, then You will receive a full refund of Charges paid by You. The refund will be processed as soon as possible, and in any case within 30 days of the day on which You gave Us notice of cancellation. You will not be liable for any further payment to Us in respect of the Contract.
- 4.2 This cancellation right does not apply where;
 - 4.2.1 goods are commissioned to Your specifications or by reason of their nature cannot be returned (i.e. the products are based on a specific Property); or
 - 4.2.2 where We have started work on the Services with Your agreement (given in clause 2.5).

- 4.3 To cancel the Contract You must email askus@indexpi.co.uk without delay but You should be aware that clause 4.2 is likely to apply.

Where You are a Consumer or Business

- 4.4 INSURANCE PRODUCTS: Insurance Product may be cancelled within 14 days of the Contract start date. Please see the policy for more information.
- 4.5 Following cancellation of the Contract (save for cancellation in accordance with clause 4.1) You will remain liable for any costs, expenses and disbursements incurred by Us prior to receiving written notice of cancellation. Such costs, expenses and disbursements shall be invoiced and payable in accordance with clause 3.

Where You are a Business.

- 4.6 Any refund, discount or commission We give is at Our sole discretion.
- 4.7 Any request to cancel a Contract in whole or in part is subject to refusal at Our discretion. Any request for cancellation you make (and we accept) of a component of a Search Pack will not entitle You to a refund in respect of the cancelled component and You will remain liable for the full Charge of the Search Pack. This is because a Search Pack Charge is calculated using discounts and / volumes on the components when purchased in this way.

5. Warranties and liability limits



- 5.1 Save as expressly provided in this clause 5 We exclude all other representations, warranties or conditions of any kind, either express or implied to the fullest extent permitted by law.
- 5.2 We warrant We will provide the Services with reasonable care and skill and in accordance with the Code.
- 5.3 We do not warrant or guarantee that access to the Ordering Platform will be uninterrupted or error free of free of viruses or other harmful components. We are not liable to You or a Customer for any liability, howsoever arising, resulting from use of the Operating Platform, any website linked to or integrated with the Operating Platform or for inaccuracies or typographical errors of Information on the Operating Platform.
- 5.4 Nothing in these Terms limits or excludes Our liability for any matter for which it is unlawful to exclude or limit liability.
- 5.5 Subject to clause 5.4 We are not liable to You or a Customer;
- 5.5.1 in respect of any liability (howsoever arising) due to errors in the information You supply to Us;
- 5.5.2 in respect of loss of profit (direct or indirect), indirect or consequential losses;
- 5.5.3 in respect of any liability arising from supply of Supplier Products included in the Services save where arising from Our negligence.
- 5.5.4 in respect of any liability arising from the supply of an Official Search save where arising from to Our negligence.
- 5.6 With reference to clause 5.5.3 We will provide reasonable assistance in respect of a claim relating to data or Information provided by a Supplier but the provisions of the Supplier Terms shall prevail; With reference to clause 5.5.4 an Official Search has the benefit of unlimited indemnity (where the Appropriate Body is a water undertaker) or statutory compensation (where the Appropriate Body is a local authority) and We will use reasonable endeavours to assist claim made in this way.
- 5.7 Subject to Clause 5.4 and 5.5 where We are have caused an error in a Report and this is notify Us before contracts are exchanged on the relevant Property or We consider that You were aware of the error in the Report before such exchange the sole remedy, and the extent of Our liability, will be satisfied by provision of a replacement Report free of charge. and We shall have no further liability to You / the Customer even if the supply of the replacement Report may cause delay or abortive transaction or the contracts are exchanged prior to Our supply of the replacement Report.
- 5.8 Subject always to the above and the special limit set out in clause 5.9.1 Our liability to You / the Customer whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed, in aggregate £10 million per claim or series of related claims.
- 5.9 **Regulated Searches - Adverse Entries.** In respect of each Regulated Local Authority Search and Commercial Regulated Water and Drainage Search the Insured has the benefit of a SRIP which is appended to each report. The SRIP provides cover in respect of an Adverse Entry to the level; of (a) £2 million for a Regulated Local Authority Search and (b) £1 million for a Regulated Commercial Water and Drainage Search.
- 5.9.1 In respect of a Residential Regulated Water and Drainage Search Our liability to Customer in respect of an Adverse Entry, shall in no circumstances exceed £1 million.
- 5.10 You agree to indemnify Us in respect of any liability arising from any claim, allegation or proceedings brought by You, a Customer or any other third party that these Terms (and Supplier Terms or SRIP (as applicable) do not apply to the Services or as arising from any claim, allegations or proceedings brought against Us by a transferee contrary to clause 2.3.
- 5.11 We do not accept any liability to any third party except as set out in these Terms.

6. Intellectual Property Rights

- 6.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either Us or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.
- 6.2 You agree that You will procure that Your Customer on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with Us change, amend, remove, alter or modify any trademark or proprietary marking on any search provided. You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this clause 6.

7. Data Protection

- 7.1 You are responsible for obtaining the information required to place an Order from Your Customer and for processing and collecting personal data so included in accordance with Data Protection Laws. We acknowledge that You are the data controller.
- 7.2 We will process any personal data You provide to Us as a data processor; please see the data processing notice incorporated in the Privacy Notice.
- 7.3 We will process data concerning You and your employees in accordance with the Privacy Notice.
- 7.4 IF YOU ARE A CONSUMER: In placing an Order You will provide Us with certain information and some of this is personal data; For example We will require details of the Property address, contact data and financial data. We process this information for contractual purpose to provide the Services including the processing of a payment. In the event of a claim against Us, where we assist with a claim against a Supplier



or under the SRIP We may gather further details from You and will share this with the relevant insurance provider to process Your Claim. We may also disclose Your information to companies within Our group of companies for administrative purposes or to comply with a legal obligation. Once the Order has been completed We will keep details of the transaction for 7 years for reporting purposes but We also keep copies of Regulated Searches for 20 years. This is because claims may only be known when a Property is re-sold and this period of time is the average period of home ownership. You have certain rights under the Applicable Data Protection Laws. Some of these rights are complex and you should read the guidance from the Information Commissioner (www.ico.org.uk) for a full explanation of these rights. You may exercise any right in respect of our processing of your personal data by written notice to Us.

Where We contact You at the request of your acting solicitor to arrange for payment of Services ordered on your behalf We will provide You with further information concerning privacy. At all times these Terms apply to the supply of such Services.

8. General

- 8.1 You shall make any complaint regarding the Services in accordance with the complaints policy at the end of these Terms.
- 8.2 You shall not be entitled to assign the Contract or any part of it without Our prior written consent.
- 8.3 We may assign the Contract or any part of it to any person, firm or company provided that such assignment shall not materially affect Your rights under the Contract.
- 8.4 The parties to these Terms do not intend that any term shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.
- 8.5 Failure or delay by Us in enforcing or partially enforcing any provision of the Terms will not be construed as a waiver of any of Our rights under the Contract.
- 8.6 Any waiver by Us of any breach of, or any default under, any provision of the Terms by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms herein.
- 8.7 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.
- 8.8 Unless otherwise stated in these Terms, all notices from You to Us or vice versa must be in writing and sent to Our registered office address or Your address as stipulated in the Order.
- 8.9 We reserve the right without notice or liability to You, to defer the date of performance (by a period equivalent to the period during which the Services could not be performed) or to cancel the provision of the Services or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control provided that, if the event in question continues for a continuous period in excess of 60 days, You shall be entitled to give notice in writing to us to terminate the Order.
- 8.10 These Terms and each Contract shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales. However, if You are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland you may also bring proceedings in Scotland.

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Important Consumer Protection Information

The Property Codes Compliance Board ("PCCB") independently monitors how registered search firms maintain compliance with the Code.

The Code:

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

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

The Code's core principles - Firms which subscribe to the Search Code will:

- Display the Search Code logo prominently on their search reports.
- Act with integrity and carry out work with due skill, care and diligence.
- At all times maintain adequate and appropriate insurance to protect consumers.
- Conduct business in an honest, fair and professional manner.
- Handle complaints speedily and fairly.
- Ensure that products and services comply with industry registration rules and standards and relevant laws. Monitor their compliance with the Code.

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award 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
Web site: www.tpos.co.uk
E-mail: 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

The Group complaints procedure is as follows:

If You want to make a complaint, We will:

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

Complaints should be sent to ukcomplaints@dyedurham.com.

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

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



REGULATED LOCAL SEARCH INDEMNITY BLOCK POLICY LOCAL AUTHORITY ERRORS AND OMISSIONS

keyfacts

(RESIDENTIAL AND COMMERCIAL)

To the Policyholder/Intermediary

A copy of this document must be provided to the insured (including any lender which are insured by the Policy) before conclusion of the insurance contract.

If you are a solicitor, you should provide a copy of this document to your client and/or their lender and/or the purchaser's solicitors for the benefit of their client and/or their lender prior to the conclusion of the insurance contract. We assume that you are authorised by the FCA and PRA or otherwise licensed (where applicable) to provide insurance mediation activities.

If you are a broker, you should disclose this document in accordance with the FCA/PRA rules.

To the Insured

This document provides a summary of the cover provided under the Policy purchased. It does not contain the full terms and conditions of the Policy and you should therefore read this summary in conjunction with the full Policy wording which is available upon request from Property and Land Information Ltd (INDEX) to ensure you are fully aware of the terms and conditions of the cover provided.

The Underwriter of this Policy is:-Stewart Title Limited ('ST') of 6 Henrietta Street, 3rd Floor, Covent Garden, London WC2E 8PS ('ST's address').

The Policyholder is:-Index Property Information, Courtyard House, The Square, Lightwater, Surrey, GU18 5SS ('Index') (including all franchisees of Index)

Summary of insurance and cover provided by this Policy.

If you are a Buyer (as defined by the Policy) who has requested or has been provided with a personal local search provided by INDEX ('the Search') or if you are a lender to the Buyer or are lending in a remortgage this is an indemnity policy relating to the Search. Cover applies where you suffer a loss covered by the policy and described later in this document because you have relied upon information given in a search carried out by Index but that information is actually incorrect due to an error or omission on the part of the Local Authority providing the information to Index AND you claim arises at a time when Index is no longer a trading entity and so has no Professional indemnity cover to cover your claim. For the avoidance of doubt you cannot make any claim under this policy whilst Index is a trading entity and/or holds any Professional Indemnity Insurance for its or the Local Authority's errors whether or not that insurance policy meets your claim or not

The losses covered by the policy are as follows:- If you are a Buyer cover is for the difference in market value of the Property with and without the adverse entry (this term is as defined in the policy) as at the date of the Search, or any damages or costs you incur in altering or demolishing the property or any part of it because of enforcement action or threat thereof by the local planning authority, and/or any other costs incurred to mitigate the effect of the adverse entry. If you are a Lender the cover is for the Deficit you suffer as a result of the adverse entry. The Maximum Liability is the lesser of the purchase price in the case of a purchase or the mortgage advance in the case of a remortgage scenario, or £2million.

Key features or benefits under this Policy. This is an indemnity insurance policy the purpose of which is to protect you so that you are reimbursed with the financial loss referred to herein which you incur. Subject to the terms and conditions of the Policy the cover seeks to put you back in the same position you were in prior to the claim. There is a Maximum Liability which we will pay and this is explained in the Policy.

Key Conditions and Exclusions.

Key conditions:-

- You must notify us immediately of any adverse entry which comes to your attention and co-operate fully with all reasonable requests by us for information and documentation and shall, at our expense, take any action required by ST to mitigate any loss or potential loss arising as a result of the adverse entry.
- If you knowingly make a claim which is false or fraudulent in any respect the cover provided under this Policy shall become void with immediate effect.
- Any act or omission by you, which in whole or part induces a claim under this Policy, will prejudice your position and could void the Policy.
- You or your advisors should not take any steps to compromise or settle a claim without ST's prior written consent.
- It is a condition precedent to any liability on ST that the Insured and the Policyholder have observed the conditions and warranties of the Policy.

Key exclusions; you are not insured:-

- for any adverse entry known to you or your advisors at the date of cover or where you know the answer given is incorrect or
- For any losses covered by a household buildings insurance policy where, had the question been answered at the date of the search, there would have been no adverse entry.
- For any loss which is insured by any other policy of insurance whether or not that policy meets your claim
- For any claim made whilst Index is a trading entity

A full list of Conditions and Exclusions is contained in the Policy.

What is the Policy term?

There is no fixed term –the Policy continues until you are no longer the owner or when the mortgage is redeemed.

Updating the cover. ST can consider requests to increase or extend cover. ST will not however provide advice thereon or recommend how you should proceed. You will need to make your own decisions about how to proceed and we recommend that you seek advice from your advisor and/or the Policyholder.

Rights of cancellation.

You have a right to cancel the contract within 14 days of its commencement or receipt of the Policy whichever is later. Where performance of the contract has commenced at your request before expiry of the cancellation period we may require you to pay for the cover actually provided in connection with the Policy. The amount will be in proportion to the extent of the cover already provided to you in comparison with the full coverage of the contract.

Claims under this Policy.

If you wish to notify a claim under this Policy, please contact us in writing immediately you become aware of the claim with as much detail as is available for the attention of the Company Solicitor at ST's address.

What if you have a complaint?

If you wish to register a complaint, please contact us by writing to 'The Company Solicitor' at ST's address or, if you are not satisfied with the response, to the Financial Ombudsman Service whose current address is in the Policy.

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 currently contactable at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

APPENDIX 2

Planning



CHEL TENHAM

BOROUGH COUNCIL

BUILT ENVIRONMENT DIVISION

PERMISSION FOR DEVELOPMENT

TO	University Of Gloucestershire	APPLICATION NO	05/01361/FUL
	c/o David Hicken Associates	DATE REGISTERED	2nd September 2005
	FAO Jonathan Buckwell	DECISION DATE	14th October 2005
	Southgate House		
	High Banks		
	Loose		
	Maidstone		
	Kent		

TOWN AND COUNTRY PLANNING ACT 1990 TOWN AND COUNTRY PLANNING (GENERAL DEVELOPMENT PROCEDURE) ORDER 1995

In pursuance of its powers under the above mentioned Act and Order Cheltenham Borough Council, as the Local Planning Authority, hereby **GRANTS APPROVAL** for the following development :-

Temporary car park to provide 25 spaces

At : Hardwick Campus St. Pauls Road Cheltenham

in accordance with the accompanying plans, and to the conditions specified hereunder :-

- 1 The development hereby permitted shall be begun before the expiration of three years from the date of this permission.
Reason: To accord with the provisions of Section 91 of the Town and Country Planning Act 1990, as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.
- 2 Details of surfacing, including means of surface water disposal must be submitted to the local planning authority, and the car parking spaces and turning area as indicated on the approved plan ref. DHA/5510/02 shall be surfaced in accordance with the agreed submitted details to the satisfaction of the Local Planning Authority and no part of the car park shall be used until it has been so surfaced and is otherwise available for use.
Reason: To ensure adequate car parking in the interests of highway safety



Awarded for excellence



INVESTOR IN PEOPLE



CHEL TENHAM BOROUGH COUNCIL

- 3 No additional car parking spaces other than those shown on the approved plans shall be provided and only the areas shown on the approved plans as car parking spaces shall be used for car parking.
Reason: In the interests of highway safety and sustainability and in line with TP 130.
- 4 The car park must not be brought into use until the identified loss of use to the existing car parking facilities has commenced. The car park shall then only be available for the duration of the construction of the CETL Facility and on completion of the CETL, and the re-opening of the existing car parking facilities, the temporary spaces the subject of this application shall be removed and the area of land re-instated to its previous use.
Reason: In the interests of visual amenity and sustainability in line with TP 130.

INFORMATIVES :-

- 1 In accordance with the requirements of the Town and Country Planning (General Development Procedure) (England) (Amendment) Order 2003 the development was considered to comply with the following national guidance and policies contained within the Development Plan:
- Planning Policy Statement 1 (Delivering Sustainable Development);
Planning Policy Guidance Note 15 (Planning and the Historic Environment);
Policies GP3, BE8, BE23, BE32, and TP130 of the Cheltenham Borough Local Plan (Adopted 1997);
Emerging policies CP3, CP4, CP7 BE8, and TP130 of the Cheltenham Borough Local Plan (Second Review Revised Deposit Draft 2004)
- Subject to the above conditions, the development was considered to be in accordance with the relevant policies and there were no other material considerations sufficient to justify a decision other than to permit.

Your attention is drawn to the fact that Building Regulation approval may also be required for the above development and you are advised to consult the Building Control Manager at Development Services 01242 264321

GRAHAME LEWIS: Assistant Director - Built Environment



CHEL TENHAM

BOROUGH COUNCIL

BUILT ENVIRONMENT DIVISION
PERMISSION FOR DEVELOPMENT

The University Of Gloucestershire
C/o ADP LLP
FAO Mr D Jovetic
33A Vittoria Street
Birmingham
B1 3ND

APPLICATION NO	10/02031/FUL
DATE REGISTERED	24th December 2010
DECISION DATE	16th February 2011

TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2010

In pursuance of its powers under the above mentioned Act and Order Cheltenham Borough Council, as the Local Planning Authority, hereby **PERMITS** the following development:-

Alterations to existing Sports Hall to provide new school of Art and Photography to include construction of new entrance, provision of new render and curtain walling glazing and new window openings, and new external plant area (following demolition of redundant swimming pool building)

AT : Hardwick Campus St Pauls Road Cheltenham

in accordance with the conditions specified hereunder:-

- 1 The development hereby permitted shall be begun before the expiration of five years from the date of this permission.
Reason: To accord with the provisions of Section 91 of the Town and Country Planning Act 1990, as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.
- 2 The development hereby permitted shall be carried out in accordance with Drawing Nos. UGPCRP/L/2000, 2010H, 2011G, 2012A, 2150 and 2250 received by the Council on 23.12.2010.
Reason: To ensure the development is carried out in accordance with the approved drawings.

INFORMATIVES :-

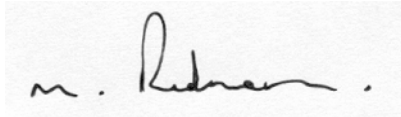
- 1 The development has been tested against the following policies of the Development Plan and, in the opinion of the Local Planning Authority, is not in conflict with the following policies:
 - a) The proposed works will not have a detrimental impact on the amenity of adjoining land users or the locality - Local Plan Policy CP4 relating to safe and sustainable living.
 - b) The proposals are of a high standard of design and will greatly improve the appearance of the existing building - Local Plan Policy CP7 relating to design.

This decision notice should be read in accordance with the Planning Officer's Report which details the material considerations relevant to the proposal and the reasons for the decision made. You can read a copy of this report online at www.cheltenham.gov.uk/publicaccess or in the Municipal Offices Promenade Cheltenham GL50 9SA (please contact Built Environment Reception to arrange this. Tel: 01242 264328)

A person who intends to carry out the development to which this planning permission relates is requested to give a minimum of 7 days notice to the planning authority as to the date on which it is proposed to initiate the development, and, in any event, before commencing the development. You are advised to contact the Compliance Officer at Built Environment 01242 264122.

Before starting work on site it is your responsibility to ascertain the position of any services such as sewers and drains, gas pipes, electricity lines, or water mains which may be affected by the works.

Your attention is drawn to the fact that Building Regulation approval may also be required for the above development and you are advised to consult the Building Control Manager at Built Environment 01242 775160



Mike Redman: Assistant Director – Built Environment

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice.
- Appeals must be made using a form which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online at www.planningportal.gov.uk/pcs.
- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.



CHEL TENHAM

BOROUGH COUNCIL

START NOTICE

IMPORTANT INFORMATION - KEEP THIS WITH YOUR DECISION NOTICE

Please read carefully the decision notice and ensure that you understand and comply with the requirements of any conditions. Also, you must comply precisely with any approved drawings or documents.

It is your responsibility to comply. Failure to comply with the terms of an approval could mean that the work that you carry out is unauthorised and at risk of enforcement action, which could have serious consequences. We carry out a programme of site monitoring to check compliance.

If you do not understand any of these requirements please contact us quoting 10/02031/FUL. Contact details are below.

We can assist you by providing advice and dealing with details you send us to meet conditions. Please ensure that you give yourself time to meet the requirements of any conditions.

We recommend that you email the development and your contact details along with the intended start date to planningcompliance@cheltenham.gov.uk or complete the following and return it to the compliance officer at the address below.

Development Details

Planning application ref:	10/02031/FUL
Proposal:	Alterations to existing Sports Hall to provide new school of Art and Photography to include construction of new entrance, provision of new render and curtain walling glazing and new window openings, and new external plant area (following demolition of redundant swimming pool building)
Site Location:	Hardwick Campus St Pauls Road Cheltenham

Date when work is intended to start: _____

Your contact details (or attach letterhead/business card):

Name:	_____
Address:	_____ _____ _____
Telephone:	_____
Email:	_____
Mobile:	_____



University Of Gloucestershire
C/o ADP LLP
FAO Mr D Jovetic
33A Vittoria Street
Birmingham
West Midlands
B1 3ND

APPLICATION NO 11/00534/FUL
DATE REGISTERED 13th May 2011
DECISION DATE 18th August 2011

PERMISSION FOR DEVELOPMENT

TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2010

In pursuance of its powers under the above mentioned Act and Order Cheltenham Borough Council, as the Local Planning Authority, hereby **PERMITS** the following development:-

Extension to existing car parking facilities to provide additional overflow car parking spaces, new cycle storage facilities, 2.1m high palisade fencing, and landscaping

AT : Hardwick Campus St Pauls Road Cheltenham

in accordance with the conditions specified hereunder:-

- 1 The development hereby permitted shall be begun before the expiration of five years from the date of this permission.
Reason: To accord with the provisions of Section 91 of the Town and Country Planning Act 1990, as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.
- 2 The development hereby permitted shall be carried out in accordance with Drawing No. D2001D received by the Council on 02.08.2011.
Reason: To ensure the development is carried out in accordance with the revised drawing, where it differs from that originally submitted..
- 3 The proposed palisade fencing hereby permitted shall have a powder coated green finish and shall be permanently maintained as such thereafter
Reason: To ensure that the development is completed in a manner that is sympathetic to the site and its surroundings in accordance with Local Plan Policies CP1 and CP7 relating to sustainable development and design.
- 4 Prior to the commencement of development, a detailed scheme for landscaping, tree and/or shrub planting and associated hard surfacing (which should be permeable or drain to a permeable area) shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall specify species, density, planting size and layout. The scheme approved shall be carried out in the first planting season following the occupation of the building or completion of the development, whichever is the sooner.
Reason: To ensure that the development is completed in a manner that is sympathetic to the site and its surroundings in accordance with Local Plan Policies CP1 and CP7 relating to sustainable development and design.

INFORMATIVES :-

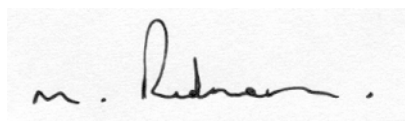
- 1 The Local Planning Authority would urge that the new community seating area and playing field be kept available for use by local residents in the future.

This decision notice should be read in accordance with the Planning Officer's Report which details the material considerations relevant to the proposal and the reasons for the decision made. You can read a copy of this report online at www.cheltenham.gov.uk/publicaccess or in the Municipal Offices Promenade Cheltenham GL50 9SA (please contact Built Environment Reception to arrange this. Tel: 01242 264328)

A person who intends to carry out the development to which this planning permission relates is requested to give a minimum of 7 days notice to the planning authority as to the date on which it is proposed to initiate the development, and, in any event, before commencing the development. You are advised to contact the Compliance Officer at Built Environment 01242 264122.

Before starting work on site it is your responsibility to ascertain the position of any services such as sewers and drains, gas pipes, electricity lines, or water mains which may be affected by the works.

THIS PROJECT WILL ALSO REQUIRE BUILDING REGULATION APPROVAL. Application forms are available online at www.cheltenham.gov.uk/buildingcontrol. Your attention is drawn to the fact that Building Regulation approval may also be required for the above development and you are advised to consult the Building Control Manager at Built Environment 01242 775160



Mike Redman: Director – Built Environment

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice.
- Appeals must be made using a form which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online at www.planningportal.gov.uk/pes.
- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.



CHEL TENHAM

BOROUGH COUNCIL

START NOTICE

IMPORTANT INFORMATION - KEEP THIS WITH YOUR DECISION NOTICE

Please read carefully the decision notice and ensure that you understand and comply with the requirements of any conditions. Also, you must comply precisely with any approved drawings or documents.

It is your responsibility to comply. Failure to comply with the terms of an approval could mean that the work that you carry out is unauthorised and at risk of enforcement action, which could have serious consequences. We carry out a programme of site monitoring to check compliance.

If you do not understand any of these requirements please contact us quoting 11/00534/FUL. Contact details are below.

We can assist you by providing advice and dealing with details you send us to meet conditions. Please ensure that you give yourself time to meet the requirements of any conditions.

We recommend that you email the development and your contact details along with the intended start date to planningcompliance@cheltenham.gov.uk or complete the following and return it to the compliance officer at the address below.

Development Details

Planning application ref: 11/00534/FUL
Proposal: Extension to existing car parking facilities to provide additional overflow car parking spaces, new cycle storage facilities, 2.1m high palisade fencing, and landscaping
Site Location: Hardwick Campus St Pauls Road Cheltenham

Date when work is intended to start: _____

Your contact details (or attach letterhead/business card):

Name: _____
Address: _____

Telephone: _____ **Mobile:** _____
Email: _____



University Of Gloucestershire
c/o Heath Avery Architects Ltd
FAO Mr Malcolm Sutton
Maxet House
22 Lansdown Industrial Estate
Gloucester Road
Cheltenham
Gloucestershire
GL51 8PL

APPLICATION NO: 14/00090/FUL
DATE REGISTERED: 24th January 2014
DECISION DATE: 15th April 2014

PERMISSION FOR DEVELOPMENT

TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2010

In pursuance of its powers under the above mentioned Act and Order Cheltenham Borough Council, as the Local Planning Authority, hereby **PERMITS** the following development:-

Installation of mezzanine floor to provide additional educational space within the Centre for Art and Photography together with associated external changes to the elevations and the provision of a helical escape stair

AT: Hardwick Campus St Pauls Road Cheltenham

in accordance with the conditions specified hereunder:-

- 1 The development hereby permitted shall be begun before the expiration of five years from the date of this permission.
Reason: To accord with the provisions of Section 91 of the Town and Country Planning Act 1990, as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.
- 2 The development hereby permitted shall be carried out in accordance with Drawing Nos. A1369-13, A1369-14, A1369-15 and A1369-16 received by the Local Planning Authority on 21st January 2014.
Reason: To ensure the development is carried out in strict accordance with the approved drawings.
- 3 The new windows, doors and helical escape stair shall have a grey powder coated finish to match the existing windows and shall be permanently maintained as such thereafter unless otherwise agreed in writing by the Local Planning Authority.
Reason: To ensure that the development is completed in a manner that is sympathetic to the site and its surroundings in accordance with Local Plan Policies CP1 and CP7 relating to sustainable development and design.

INFORMATIVES :-

- 1 In accordance with the requirements of The Town and Country Planning (Development Management Procedure) (England) (Amendment No. 2) Order 2012 and the provisions of the NPPF, the Local Planning Authority adopts a positive and proactive approach to dealing with planning applications and where possible, will seek solutions to any problems that arise when dealing with a planning application with the aim of fostering the delivery of sustainable development.

At the heart of this positive and proactive approach is the authority's pre-application advice service for all types of development. Further to this however, the authority publishes guidance on the Council's website on how to submit planning applications and provides full and up-to-date information in relation to planning applications to enable the applicant, and other interested parties, to track progress.

In this instance, having had regard to all material considerations, the application constitutes sustainable development and has therefore been approved in a timely manner.

This decision notice should be read in accordance with the Planning Officer's Report which details the material considerations relevant to the proposal and the reasons for the decision made. You can read a copy of this report online at www.cheltenham.gov.uk/publicaccess or in the Municipal Offices Promenade Cheltenham GL50 9SA (please contact Built Environment Reception to arrange this. Tel: 01242 264328)

A person who intends to carry out the development to which this planning permission relates is requested to give a minimum of 7 days notice to the planning authority as to the date on which it is proposed to initiate the development, and, in any event, before commencing the development. You are advised to contact the Compliance Officer at Built Environment 01242 264122.

Before starting work on site it is your responsibility to ascertain the position of any services such as sewers and drains, gas pipes, electricity lines, or water mains which may be affected by the works.

Important Information following your Planning Permission or Planning Permission Enquiry

Please note: most building works will require inspection by Building Control. For further information on Building Regulations and whether you will be required to make an application, please refer to our web site www.cheltenham.gov.uk/buildingcontrol or telephone 01242 264321.

Mike Redman: Director – Built Environment

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice.
- Appeals must be made using a form which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online at www.planningportal.gov.uk/pes.
- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.



COMMENCEMENT OF PLANNING PERMISSION NOTICE

IMPORTANT INFORMATION - KEEP THIS WITH YOUR DECISION NOTICE

Reminder: You will still need to separately inform building control when you intend to start works, details can be found on our website at www.cheltenham.gov.uk/buildingcontrol/.

Please read carefully the planning permission decision notice and ensure that you understand and comply with the requirements of any conditions. **Planning permission is granted subject to compliance with the conditions on your decision notice and the development is carried out in accordance with the approved drawing(s) and documents.**

It is your responsibility to comply. Failure to comply with the requirements of a condition or the commencing of works without discharging prior to commencement conditions could mean that the work you carry out is unauthorised and you will be at risk of enforcement action. We carry out a programme of site monitoring to check compliance and this notice is to proactively manage the development and to avoid any difficulty in the future. Further information, forms and fees can be found at www.cheltenham.gov.uk/planning and following the links for planning compliance and enforcement.

If you do not understand any of these requirements or require clarification please contact the planning department quoting the reference number 14/00090/FUL at the address below, by email builtenvironment@cheltenham.gov.uk or through our website www.cheltenham.gov.uk/planning.

Please ensure that you give yourself time to meet the requirements of any conditions, a discharge of conditions application could take up to 8 weeks. Please also be aware there is a charge to discharge conditions per request/submission.

Please complete the following and return it to the compliance officer at the address below or by email to planningcompliance@cheltenham.gov.uk. Application forms and further information can be found on our website at www.cheltenham.gov.uk/planning following the links for planning compliance and enforcement.

Development Details

Planning application ref: 14/00090/FUL

Proposal: Installation of mezzanine floor to provide additional educational space within the Centre for Art and Photography together with associated external changes to the elevations and the provision of a helical escape stair

Site Location: Hardwick Campus St Pauls Road Cheltenham

Date when work is intended to start: _____

Your contact details (or attach letterhead/business card):

Name: _____

Address: _____

Telephone: _____ **Mobile:** _____

Email: _____



Mr N Wichall
c/o Integrated Architecture
FAO Mr Charles Cox
St Nicholas House
47 London Road
Gloucester
GL1 3HF

APPLICATION NO: 17/01136/FUL
DATE REGISTERED: 13th June 2017
DECISION DATE: 21st July 2017

PERMISSION FOR DEVELOPMENT

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED) TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2015

In pursuance of its powers under the above mentioned Act and Order Cheltenham Borough Council, as the Local Planning Authority, hereby **PERMITS** the following development:-

Erection of temporary classroom for three years

AT: Hardwick Campus St Pauls Road Cheltenham

in accordance with the conditions and Schedule 1 specified hereunder:-

- 1 The building(s) hereby permitted shall be removed and the land restored to its former condition on or before 31st July 2020.

Reason: Permanent building(s) may detract from the amenity of the area, having regard to Policy CP7 of the Cheltenham Borough Local Plan (adopted 2006).

- 2 The development hereby permitted shall be carried out in accordance with the approved plans listed in Schedule 1 of this decision notice.

Reason: For the avoidance of doubt and in the interests of proper planning.

INFORMATIVES :-

- 1 In accordance with the requirements of The Town and Country Planning (Development Management Procedure) (England) (Amendment No. 2) Order 2012 and the provisions of the NPPF, the Local Planning Authority adopts a positive and proactive approach to dealing with planning applications and where possible, will seek solutions to any problems that arise when dealing with a planning application with the aim of fostering the delivery of sustainable development.

PLANNING : ENVIRONMENTAL & REGULATORY SERVICES

CHELTENHAM BOROUGH COUNCIL • P.O. BOX 12 • MUNICIPAL OFFICES • PROMENADE • CHELTENHAM • GLOS • GL50 1PP
TELEPHONE 01242 262626 • FACSIMILE 01242 227131 • DX 7406 CHELTENHAM 1 • EMAIL builtenvironment@cheltenham.gov.uk

At the heart of this positive and proactive approach is the authority's pre-application advice service for all types of development. Further to this however, the authority publishes guidance on the Council's website on how to submit planning applications and provides full and up-to-date information in relation to planning applications to enable the applicant, and other interested parties, to track progress.

In this instance, having had regard to all material considerations, the application constitutes sustainable development and has therefore been approved in a timely manner.

- 2 Wales & West Utilities has pipes in the area. Their apparatus may be affected and at risk during construction works. The applicant should therefore contact them directly to discuss their requirements in detail before any works commence on site. Should diversion works be required these will be fully chargeable. You must not build over any of their plant or enclose their apparatus. If you have any queries please contact Ellie Sims on 02920 278912.

SCHEDULE 1

This decision relates to the following plans:

Approved Plans

Reference	Type	Received	Notes
20400 01 P0.	OS Extract	12th June 2017	
20400 03 P0.	Drawing	12th June 2017	
PBSE5315.	Drawing	12th June 2017	

This decision notice should be read in accordance with the Planning Officer's Report which details the material considerations relevant to the proposal and the reasons for the decision made. You can read a copy of this report online at www.cheltenham.gov.uk/publicaccess or in the Municipal Offices Promenade Cheltenham GL50 9SA (please contact Built Environment Reception to arrange this. Tel: 01242 264328)

A person who intends to carry out the development to which this planning permission relates is requested to give a minimum of 7 days notice to the planning authority as to the date on which it is proposed to initiate the development, and, in any event, before commencing the development. You are advised to contact the Compliance Officer at Built Environment 01242 774987.

Before starting work on site it is your responsibility to ascertain the position of any services such as sewers and drains, gas pipes, electricity lines, or water mains which may be affected by the works.

Important Information following your Planning Permission or Planning Permission Enquiry

Please note: most building works will require inspection by Building Control. For further information on Building Regulations and whether you will be required to make an application, please refer to our web site www.cheltenham.gov.uk/buildingcontrol or telephone 01242 264321.

Tracey Crews : Director of Planning

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice.
- Appeals must be made using a form which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online at www.planningportal.gov.uk/pcs.
- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.



COMMENCEMENT OF PLANNING PERMISSION NOTICE

IMPORTANT INFORMATION - KEEP THIS WITH YOUR DECISION NOTICE

Reminder: You will still need to separately inform building control when you intend to start works, details can be found on our website at www.cheltenham.gov.uk/buildingcontrol.

Please read carefully the planning permission decision notice and ensure that you understand and comply with the requirements of any conditions. **Planning permission is granted subject to compliance with the conditions on your decision notice and the development is carried out in accordance with the approved drawing(s) and documents.**

It is your responsibility to comply. Failure to comply with the requirements of a condition or the commencing of works without discharging prior to commencement conditions could mean that the work you carry out is unauthorised and you will be at risk of enforcement action. We carry out a programme of site monitoring to check compliance and this notice is to proactively manage the development and to avoid any difficulty in the future. Further information, forms and fees can be found at www.cheltenham.gov.uk/planning and following the links for planning compliance and enforcement.

If you do not understand any of these requirements or require clarification please contact the planning department quoting the reference number 17/01136/FUL at the address below, by email builtenvironment@cheltenham.gov.uk or through our website www.cheltenham.gov.uk/planning.

Please ensure that you give yourself time to meet the requirements of any conditions, a discharge of conditions application could take up to 8 weeks. Please also be aware there is a charge to discharge conditions per request/submission.

Please complete the following and return it to the compliance officer at the address below or by email to planningcompliance@cheltenham.gov.uk. Application forms and further information can be found on our website at www.cheltenham.gov.uk/planning following the links for planning compliance and enforcement.

Development Details

Planning application ref: 17/01136/FUL
Proposal: Erection of temporary classroom for three years
Site Location: Hardwick Campus St Pauls Road Cheltenham

Date when work is intended to start: _____

Your contact details (or attach letterhead/business card):

Name: _____
Address: _____

Telephone: _____ Mobile: _____
Email: _____



University Of Gloucestershire
c/o DMA Signs Ltd
FAO Mr A Fairman
Unit 6 Bridgeworks
Kingston Road
Leatherhead
Surrey
KT22 7SU

APPLICATION NO: 17/01354/ADV
DATE REGISTERED: 12th July 2017
DECISION DATE: 24th August 2017

GRANTS ADVERTISEMENT CONSENT

TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2010

In pursuance of its powers under the above mentioned Act and Order Cheltenham Borough Council, as the Local Planning Authority, hereby **GRANTS CONSENT** for the following development:-

Erection of freestanding monolith sign (non-illuminated) (retrospective application)

AT : Hardwick Campus St Pauls Road Cheltenham

in accordance with the conditions and Schedule 1 specified hereunder:-

- 1 This consent shall expire after a period of five years from the date of this decision.

Reason: This condition is specified by Section 14 (7) of The Town and Country Planning (Control of Advertisements) (England) Regulations 2007.

- 2 The development hereby permitted shall be carried out in accordance with the approved plans listed in Schedule 1 of this decision notice.

Reason: For the avoidance of doubt and in the interests of proper planning.

PLANNING : ENVIRONMENTAL & REGULATORY SERVICES

CHELTENHAM BOROUGH COUNCIL • P.O. BOX 12 • MUNICIPAL OFFICES • PROMENADE • CHELTENHAM • GLOS • GL50 1PP
TELEPHONE 01242 262626 • FACSIMILE 01242 227131 • DX 7406 CHELTENHAM 1 • EMAIL builtenvironment@cheltenham.gov.uk

- 3
- a) No advertisement is to be displayed without the permission of the owner of the site or any other person with an interest in the site entitled to grant permission.
 - b) No advertisement shall be sited or displayed so as to—
 - (i) endanger persons using any highway, railway, waterway, dock, harbour or aerodrome (civil or military);
 - (ii) obscure, or hinder the ready interpretation of, any traffic sign, railway signal or aid to navigation by water or air; or
 - (iii) hinder the operation of any device used for the purpose of security or surveillance or for measuring the speed of any vehicle.
 - c) Any advertisement displayed, and any site used for the display of advertisements, shall be maintained in a condition that does not impair the visual amenity of the site.
 - d) Any structure or hoarding erected or used principally for the purpose of displaying advertisements shall be maintained in a condition that does not endanger the public.
 - e) Where an advertisement is required under these Regulations to be removed, the site shall be left in a condition that does not endanger the public or impair visual amenity.

Reason: These conditions are required by Section 14(1) of The Town and Country Planning (Control of Advertisements) (England) Regulations 2007.

INFORMATIVES :-

- 1
- In accordance with the requirements of The Town and Country Planning (Development Management Procedure) (England) (Amendment No. 2) Order 2012 and the provisions of the NPPF, the Local Planning Authority adopts a positive and proactive approach to dealing with planning applications and where possible, will seek solutions to any problems that arise when dealing with a planning application with the aim of fostering the delivery of sustainable development.

At the heart of this positive and proactive approach is the authority's pre-application advice service for all types of development. Further to this however, the authority publishes guidance on the Council's website on how to submit planning applications and provides full and up-to-date information in relation to planning applications to enable the applicant, and other interested parties, to track progress.

In this instance, having had regard to all material considerations, the application constitutes sustainable development and has therefore been approved in a timely manner.

SCHEDULE 1

This decision relates to the following plans:

Approved Plans

Reference	Type	Received	Notes
01354.01.	OS Extract	11th July 2017	
AF63629:01.	Drawing	11th July 2017	
AF63629:02.	Drawing	11th July 2017	
AF63629:03.	Drawing	11th July 2017	

This decision notice should be read in accordance with the Planning Officer's Report which details the material considerations relevant to the proposal and the reasons for the decision made. You can read a copy of this report online at www.cheltenham.gov.uk/publicaccess or in the Municipal Offices Promenade Cheltenham GL50 9SA (please contact Built Environment Reception to arrange this. Tel: 01242 264328)

A person who intends to carry out the development to which this planning permission relates is requested to give a minimum of 7 days notice to the planning authority as to the date on which it is proposed to initiate the development, and, in any event, before commencing the development. You are advised to contact the Compliance Officer at Built Environment 01242 774987.

Important Information following your Planning Permission or Planning Permission Enquiry

Please note: most building works will require inspection by Building Control. For further information on Building Regulations and whether you will be required to make an application, please refer to our web site www.cheltenham.gov.uk/buildingcontrol or telephone 01242 264321.

Tracey Crews: Director of Planning

Appeals to the Secretary of State

- If the applicant is aggrieved by the decision of the local planning authority to refuse consent for the display of an advertisement or to grant consent subject to conditions, they may, by notice served within the period of eight weeks of the date of this notice appeal to the Secretary of State, in accordance with the provisions of the Town and Country Planning (Control of Advertisements) Regulations, 2007. When giving notice of appeal, the relevant documents must also be submitted to the Planning Inspectorate acting on behalf of the Secretary of State.
- The Secretary of State is not, however, required to entertain such an appeal if it appears to him that consent for such display could not have been granted by the local planning authority, or could not have been granted otherwise than subject to the conditions imposed by them, having regard to all provisions of the Regulations aforesaid.
- Appeals must be made using a form which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online at www.planningportal.gov.uk/pes.



University Of Gloucestershire
c/o Integrated Architecture
FAO Mr Charles Cox
St Nicholas House
47 London Road
Gloucester
GL1 3HF

APPLICATION NO: 17/01650/CONDIT

DATE REGISTERED: 23rd August 2017

DECISION DATE: 27th September 2017

PERMISSION FOR NON-COMPLIANCE OR VARIATION OF CONDITION

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED) TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2015

In pursuance of its powers under the above mentioned Act and Order Cheltenham Borough Council, as the Local Planning Authority, hereby **GRANTS PERMISSION** for the following development:-

Variation of condition 2 (approved documents) on planning permission ref. 17/01136/FUL to link the temporary classroom to the existing building

AT : Hardwick Campus St Pauls Road Cheltenham

in accordance with the conditions and Schedule 1 specified hereunder:-

- 1 The building(s) hereby permitted shall be removed and the land restored to its former condition on or before 31st July 2020.

Reason: Permanent building(s) may detract from the amenity of the area, having regard to Policy CP7 of the Cheltenham Borough Local Plan (adopted 2006).

- 2 The development hereby permitted shall be carried out in accordance with the approved plans listed in Schedule 1 of this decision notice.

Reason: For the avoidance of doubt and in the interests of proper planning.

INFORMATIVES :-

- 1 In accordance with the requirements of The Town and Country Planning (Development Management Procedure) (England) (Amendment No. 2) Order 2012 and the provisions of the NPPF, the Local Planning Authority adopts a positive and proactive approach to dealing with planning applications and where possible, will seek solutions to any problems that arise when dealing with a planning application with the aim of fostering the delivery of sustainable development.

At the heart of this positive and proactive approach is the authority's pre-application advice service for all types of development. Further to this however, the authority publishes guidance on the Council's website on how to submit planning applications and provides full and up-to-date information in relation to planning applications to enable the applicant, and other interested parties, to track progress.

In this instance, having had regard to all material considerations, the application constitutes sustainable development and has therefore been approved in a timely manner.

- 2 Wales & West Utilities has pipes in the area. Their apparatus may be affected and at risk during construction works. The applicant should therefore contact them directly to discuss their requirements in detail before any works commence on site. Should diversion works be required these will be fully chargeable. You must not build over any of their plant or enclose their apparatus. If you have any queries please contact Ellie Sims on 02920 278912.

SCHEDULE 1

This decision relates to the following plans:

Approved Plans

Reference	Type	Received	Notes
20400 03 P1.	Drawing	22nd August 2017	
20400 04 P0.	Drawing	22nd August 2017	
20400 05 P0.	Drawing	22nd August 2017	

This decision notice should be read in accordance with the Planning Officer's Report which details the material considerations relevant to the proposal and the reasons for the decision made. You can read a copy of this report online at www.cheltenham.gov.uk/publicaccess or in the Municipal Offices Promenade Cheltenham GL50 9SA (please contact Built Environment Reception to arrange this. Tel: 01242 264328)

A person who intends to carry out the development to which this planning permission relates is requested to give a minimum of 7 days notice to the planning authority as to the date on which it is proposed to initiate the development, and, in any event, before commencing the development. You are advised to contact the Compliance Officer at Built Environment 01242 774987.

Important Information following your Planning Permission or Planning Permission Enquiry

Please note: most building works will require inspection by Building Control. For further information on Building Regulations and whether you will be required to make an application, please refer to our web site www.cheltenham.gov.uk/buildingcontrol or telephone 01242 264321.

Tracey Crews - Director of Planning

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice.
- Appeals must be made using a form which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online at www.planningportal.gov.uk/pcs.
- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him



University Of Gloucestershire
c/o Sutton Cox Architects
FAO Mr Charles Cox
114 Bath Road
Cheltenham
Gloucestershire
GL53 7JX

APPLICATION NO: 22/01198/FUL

DATE REGISTERED: 2nd July 2022

DECISION DATE: 29th July 2022

PERMISSION FOR DEVELOPMENT

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED) TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2015

In pursuance of its powers under the above mentioned Act and Order Cheltenham Borough Council, as the Local Planning Authority, hereby **PERMITS** the following development:-

Retention of existing temporary classroom for an additional five years

AT: Hardwick Campus St Pauls Road Cheltenham

in accordance with the conditions and Schedule 1 specified hereunder:-

- 1 The building(s) hereby permitted shall be removed and the land restored to its former condition on or before 31st July 2027.

Reason: Permanent building(s) on this site may detract from the amenities of the locality, having regard to adopted policies D1 and SL1 of the Cheltenham Plan (2020) and adopted policies SD4 and SD14 of the Joint Core Strategy (2017).

- 2 The planning permission hereby granted relates to the approved plans listed in Schedule 1 of this decision notice.

Reason: For the avoidance of doubt and in the interests of proper planning.

INFORMATIVES :-

- 1 In accordance with the requirements of The Town and Country Planning (Development Management Procedure) (England) Order 2015 and the provisions of the NPPF, the Local Planning Authority adopts a positive and proactive approach to dealing with planning applications and where possible, will seek solutions to any problems that arise when dealing with a planning application with the aim of fostering the delivery of sustainable development.

At the heart of this positive and proactive approach is the authority's pre-application advice service for all types of development. Further to this however, the authority publishes guidance on the Council's website on how to submit planning applications and provides full and up-to-date information in relation to planning applications to enable the applicant, and other interested parties, to track progress.

In this instance, having had regard to all material considerations, the application constitutes sustainable development and has therefore been approved in a timely manner.

SCHEDULE 1

This decision relates to the following plans:

Approved Plans

Reference	Type	Received	Notes
22028-01-P0.	OS Extract	1st July 2022	
22028-02-P0.	Drawing	1st July 2022	
22028-03-P0.	Drawing	1st July 2022	
22028-04-P0.	Drawing	1st July 2022	

This decision notice should be read in accordance with the Planning Officer's Report which details the material considerations relevant to the proposal and the reasons for the decision made. You can read a copy of this report online at www.cheltenham.gov.uk/publicaccess or in the Municipal Offices Promenade Cheltenham GL50 9SA (please contact Built Environment Reception to arrange this. Tel: 01242 264328).

A person who intends to carry out the development to which this planning permission relates is requested to give a minimum of 7 days notice to the planning authority as to the date on which it is proposed to initiate the development, and, in any event, before commencing the development. You are advised to contact the Compliance Officer at Built Environment 01242 264118.

Cheltenham Borough Council is a charging authority for the Community Infrastructure Levy (CIL). It is important that you ensure that the requirements of the CIL Regulations are met (including notification requirements and those that need to be met prior to commencement of development and/or following completion of development) to ensure that you avoid any unnecessary surcharges and that any relevant relief, exemption or instalment policy is applied. Further information regarding CIL can be found on our website at https://www.cheltenham.gov.uk/planning_and_development or you can contact us at cil@cheltenham.gov.uk.

Before starting work on site it is your responsibility to ascertain the position of any services such as sewers and drains, gas pipes, electricity lines, or water mains which may be affected by the works.

Important Information following your Planning Permission or Planning Permission Enquiry

Please note: most building works will require inspection by Building Control. For further information on Building Regulations and whether you will be required to make an application, please refer to our web site www.cheltenham.gov.uk/buildingcontrol or telephone 01242 264321.

Head of Planning

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice.
- Appeals must be made using a form which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online at www.planningportal.gov.uk/pcs.
- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.



COMMENCEMENT OF PLANNING PERMISSION NOTICE

IMPORTANT INFORMATION - KEEP THIS WITH YOUR DECISION NOTICE

Reminder: You will still need to separately inform building control when you intend to start works, details can be found on our website at www.cheltenham.gov.uk/buildingcontrol.

Please read carefully the planning permission decision notice and ensure that you understand and comply with the requirements of any conditions. **Planning permission is granted subject to compliance with the conditions on your decision notice and the development is carried out in accordance with the approved drawing(s) and documents.**

It is your responsibility to comply. Failure to comply with the requirements of a condition or the commencing of works without discharging prior to commencement conditions could mean that the work you carry out is unauthorised and you will be at risk of enforcement action. We carry out a programme of site monitoring to check compliance and this notice is to proactively manage the development and to avoid any difficulty in the future. Further information, forms and fees can be found at www.cheltenham.gov.uk/planning and following the links for planning compliance and enforcement.

If you do not understand any of these requirements or require clarification please contact the planning department quoting the reference number 22/01198/FUL at the address below, by email planning@cheltenham.gov.uk or through our website www.cheltenham.gov.uk/planning.

Please ensure that you give yourself time to meet the requirements of any conditions, a discharge of conditions application could take up to 8 weeks. Please also be aware there is a charge to discharge conditions per request/submission.

Please complete the following and return it to the compliance officer at the address below or by email to planningcompliance@cheltenham.gov.uk. Application forms and further information can be found on our website at www.cheltenham.gov.uk/planning following the links for planning compliance and enforcement.

Development Details

Planning application ref: 22/01198/FUL
Proposal: Retention of existing temporary classroom for an additional five years
Site Location: Hardwick Campus St Pauls Road Cheltenham

Date when work is intended to start:

Your contact details (or attach letterhead/business card):

Name:
Address:
.....
.....
Telephone: Mobile:
Email:



University Of Gloucestershire
c/o Sutton Cox Architects
FAO Mr Charles Cox
114 Bath Road
Cheltenham
GL53 7JX

APPLICATION NO: 23/00434/FUL
DATE REGISTERED: 16th March 2023
DECISION DATE: 4th May 2023

PERMISSION FOR DEVELOPMENT

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED) TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2015

In pursuance of its powers under the above mentioned Act and Order Cheltenham Borough Council, as the Local Planning Authority, hereby **PERMITS** the following development:-

Internal and external alterations.

AT: Hardwick Campus St Pauls Road Cheltenham

in accordance with the conditions and Schedule 1 specified hereunder:-

- 1 The planning permission hereby granted shall be begun not later than the expiration of three years from the date of this decision.

Reason: To accord with the provisions of Section 91 of the Town and Country Planning Act 1990, as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

- 2 The planning permission hereby granted shall be carried out in accordance with the approved plans listed in Schedule 1 of this decision notice.

Reason: For the avoidance of doubt and in the interests of proper planning.

INFORMATIVES :-

- 1 In accordance with the requirements of The Town and Country Planning (Development Management Procedure) (England) Order 2015 and the provisions of the NPPF, the Local Planning Authority adopts a positive and proactive approach to dealing with planning applications and where possible, will seek solutions to any problems that arise when dealing with a planning application with the aim of fostering the delivery of sustainable development.

At the heart of this positive and proactive approach is the authority's pre-application advice service for all types of development. Further to this however, the authority publishes guidance on the Council's website on how to submit planning applications and provides full and up-to-date information in relation to planning applications to enable the applicant, and other interested parties, to track progress.

In this instance, having had regard to all material considerations, the application constitutes sustainable development and has therefore been approved in a timely manner.

SCHEDULE 1

This decision relates to the following plans:

Approved Plans

Reference	Type	Received	Notes
22090 01 P0.	OS Extract	15th March 2023	
22028 02 P0.	Drawing	15th March 2023	
22090 03 P0.	Drawing	15th March 2023	
22090 05 P0.	Drawing	15th March 2023	
22090 06 P0.	OS Extract	15th March 2023	
22090 04 P1.	Rev Drawing	20th April 2023	

This decision notice should be read in accordance with the Planning Officer's Report which details the material considerations relevant to the proposal and the reasons for the decision made. You can read a copy of this report online at www.cheltenham.gov.uk/publicaccess or in the Municipal Offices Promenade Cheltenham GL50 9SA (please contact Built Environment Reception to arrange this. Tel: 01242 264328)

A person who intends to carry out the development to which this planning permission relates is requested to give a minimum of 7 days notice to the planning authority as to the date on which it is proposed to initiate the development, and, in any event, before commencing the development. You are advised to contact the Compliance Officer at Built Environment 01242 264118.

Cheltenham Borough Council is a charging authority for the Community Infrastructure Levy (CIL). It is important that you ensure that the requirements of the CIL Regulations are met (including notification requirements and those that need to be met prior to commencement of development and/or following completion of development) to ensure that you avoid any unnecessary surcharges and that any relevant relief, exemption or instalment policy is applied. Further information regarding CIL can be found on our website at https://www.cheltenham.gov.uk/planning_and_development or you can contact us at cil@cheltenham.gov.uk.

Before starting work on site it is your responsibility to ascertain the position of any services such as sewers and drains, gas pipes, electricity lines, or water mains which may be affected by the works.

Important Information following your Planning Permission or Planning Permission Enquiry

Please note: most building works will require inspection by Building Control. For further information on Building Regulations and whether you will be required to make an application, please refer to our web site www.cheltenham.gov.uk/buildingcontrol or telephone 01242 264321.

Head of Planning

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice.
- Appeals must be made using a form which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online.

For householder applications: <https://www.gov.uk/appeal-householder-planning-decision>

For full planning applications: <https://www.gov.uk/appeal-planning-decision>

- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.



COMMENCEMENT OF PLANNING PERMISSION NOTICE

IMPORTANT INFORMATION - KEEP THIS WITH YOUR DECISION NOTICE

Reminder: You will still need to separately inform building control when you intend to start works, details can be found on our website at www.cheltenham.gov.uk/buildingcontrol.

Please read carefully the planning permission decision notice and ensure that you understand and comply with the requirements of any conditions. **Planning permission is granted subject to compliance with the conditions on your decision notice and the development is carried out in accordance with the approved drawing(s) and documents.**

It is your responsibility to comply. Failure to comply with the requirements of a condition or the commencing of works without discharging prior to commencement conditions could mean that the work you carry out is unauthorised and you will be at risk of enforcement action. We carry out a programme of site monitoring to check compliance and this notice is to proactively manage the development and to avoid any difficulty in the future. Further information, forms and fees can be found at www.cheltenham.gov.uk/planning and following the links for planning compliance and enforcement.

If you do not understand any of these requirements or require clarification please contact the planning department quoting the reference number 23/00434/FUL at the address below, by email planning@cheltenham.gov.uk or through our website www.cheltenham.gov.uk/planning.

Please ensure that you give yourself time to meet the requirements of any conditions, a discharge of conditions application could take up to 8 weeks. Please also be aware there is a charge to discharge conditions per request/submission.

Please complete the following and return it to the compliance officer at the address below or by email to planningcompliance@cheltenham.gov.uk. Application forms and further information can be found on our website at www.cheltenham.gov.uk/planning following the links for planning compliance and enforcement.

Development Details

Planning application ref: 23/00434/FUL
Proposal: Internal and external alterations.
Site Location: Hardwick Campus St Pauls Road Cheltenham

Date when work is intended to start:

Your contact details (or attach letterhead/business card):

Name:
Address:
.....
.....
Telephone: Mobile:
Email:



CHEL TENHAM borough council

DEPT. OF ARCHITECTURE & PLANNING

P.O. Box No 12, Municipal Offices, Promenade, Cheltenham, Gloucestershire, GL50 1PP. Telephone 0242 521333.

TOWN AND COUNTRY PLANNING ACT 1971

OUTLINE PERMISSION FOR DEVELOPMENT

TO COLLEGE OF ST PAUL & ST MARY
C/O HEALING & OVERBURY
RODNEY LODGE
RODNEY ROAD
CHELTENHAM

APPLICATION NO	CB10351/02
DATE REGISTERED	07 JAN 1986
DATE OF DECISION	20 MAR 1986

Council of the Cheltenham Borough in pursuance of powers under the above mentioned Act hereby permit

PROPOSED SPORTS HALL AT COLLEGE OF ST PAUL & ST MARY MARSH LANE/SWINDON ROAD

in accordance with the accompanying plans, subject to the conditions and reserved matters specified hereunder:-

1. (a) The permission hereby granted shall become null and void unless detailed plans and particulars of the siting, layout, design, height, site, coverage, external appearance, fencing and screening, landscaping, amenities, vehicle accommodation and means of access are submitted to and approved by the Local Planning Authority within a period of three years from the date of this permission
- (b) The development to which this permission relates must be begun not later than whichever is the later of the following dates:
 - (i) the expiration of five years from the date on which this permission is granted; or
 - (ii) the expiration of two years from the final approval of the reserved matters or, in the case of approval on different dates, the final approval of the last such matter to be approved.

The reasons for the Council's decision to grant permission for development subject to compliance with the conditions hereinbefore specified are:-

- 1(a) The reserved matters referred to in paragraph 1(a) and not already included as part of this application will need consideration by the Local Planning Authority and to safeguard the amenities of the area and or the occupiers or users of the development proposed
- (b) Circumstances may change in the future and if detailed plans are not



CHEL TENHAM borough council

DEPT. OF ARCHITECTURE & PLANNING

P.O. Box No 12, Municipal Offices, Promenade, Cheltenham, Gloucestershire, GL50 1PP. Telephone 0242 521333.

TOWN AND COUNTRY PLANNING ACT 1971

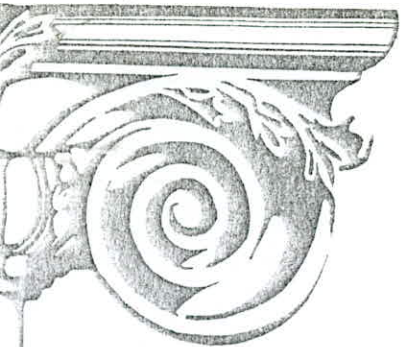
OUTLINE PERMISSION FOR DEVELOPMENT

TO COLLEGE OF ST PAUL & ST MARY
C/O HEALING & OVERBURY
RODNEY LODGE
RODNEY ROAD
CHELTENHAM

APPLICATION NO	CB10351/02
DATE REGISTERED	07 JAN 1986
DATE OF DECISION	20 MAR 1986

submitted or if the development is not commenced within the period specified the Local Planning Authority wish to review the matter

B. N. WYNN
Town Clerk and Chief Executive



CHEL TENHAM borough council

DEPT. OF ARCHITECTURE & PLANNING D. Ross RIBA, FRTP, Borough Architect & Planning Officer
P.O. Box No.12, Municipal Offices, Promenade, Cheltenham, Gloucestershire, GL50 1PP. Telephone 0242 521333.

TOWN AND COUNTRY PLANNING ACT 1971
TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER, 1977

PERMISSION FOR DEVELOPMENT

TO CHELTENHAM Y M C A
6 VITTORIA WALK
CHELTENHAM
GLOS GL50 1TP

APPLICATION NO	CB15847/01
DATE REGISTERED	18 FEB 1987
DATE OF DECISION	26 MAR 1987

In pursuance of its powers under the above mentioned Act and Order Cheltenham Borough Council, as the Local Planning Authority, hereby GRANTS PERMISSION for the following development:-

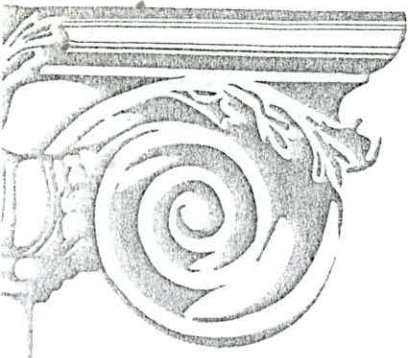
DEMOLITION OF DISUSED FORMER SCHOOL TOILET BLOCK AND ERECTION OF TEMPORARY BUILDING FOR USE AS A TRAINING WORKSHOP AT ST PAULS CENTRE, BRUNSWICK STREET

in accordance with the accompanying plans and to the conditions specified hereunder :

- 1 The whole of the development shall be carried out and completed strictly in accordance with the plans and particulars submitted
- 2 The building shall be removed from the site by 18 March 1992 unless a further extension of this time limit has been approved or applied for by that date
- 3 The building shall only be used for the purpose applied for
- 4 The building shall be sound proofed in accordance with a scheme to be approved by the Local Planning Authority which shall be implemented prior to the use of the building

The reasons for the Council's decision to grant permission subject to the above conditions are:-

- 1 The Authority have considered the application in its entirety and if the applicant wishes to carry out only part of the development a fresh application should be submitted for consideration
- 2 The applicant has only applied for a temporary building and the Local Planning Authority wish to ensure that it is properly maintained in the interests of the amenities of the area
- 3 In the interests of the amenities of the occupiers of nearby dwellings



CHELTENHAM borough council

DEPT. OF ARCHITECTURE & PLANNING D. Ross RIBA, FRPI, Borough Architect & Planning Officer
P.O. Box No.12, Municipal Offices, Promenade, Cheltenham, Gloucestershire, GL50 1PP. Telephone 0242 521333.

TOWN AND COUNTRY PLANNING ACT 1971
TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER, 1977

PERMISSION FOR DEVELOPMENT

TO CHELTENHAM Y M C A
6 VITTORIA WALK
CHELTENHAM
GLOS GL50 1TF

APPLICATION NO	CB15847/01
DATE REGISTERED	18 FEB 1987
DATE OF DECISION	26 MAR 1987

In the interests of the amenities of the occupiers of nearby dwellings

E. N. WYNN
Town Clerk and Chief Executive

TOWN AND COUNTRY PLANNING ACT 1971
TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER, 1977
REFUSAL OF OUTLINE PERMISSION

TO THE COLLEGE OF ST. PAUL AND ST. MARY	APPLICATION NO CB10351/03
C/O DYER ASSOCIATES	
LAURISTON HOUSE	DATE REGISTERED 23 MAY 88
MONTPELLIER STREET	
CHELTENHAM	DATE DECISION 04 AUG 88
GLOS	

In pursuance of its powers under the above mentioned Act and Order Cheltenham Borough Council, as the Local Planning Authority, hereby REFUSES TO PERMIT the following development:-

OUTLINE PLANNING APPLICATION FOR ALL WEATHER FLOODLIT PRACTICE
PITCH
AT HARDWICK COMPLEX, SWINDON ROAD

in accordance with the accompanying plans, for the reasons specified hereunder :

- 1 The use of the land as an all weather floodlit practice pitch would, by virtue of its close proximity to the existing housing in Marsh Lane result in noise and nuisance to the residents who occupy these properties and detract from the amenities that they currently enjoy

E. N. WYNN
Town Clerk and Chief Executive

TOWN AND COUNTRY PLANNING ACT 1971

OUTLINE PERMISSION FOR DEVELOPMENT

TO THE COLLEGE OF ST. PAUL & ST. MARY
C/O DYER ASSOCIATES
LAURISTON HOUSE
MONTPELLIER STREET
CHELTENHAM
GLOS

APPLICATION NO CB10351/04
DATE REGISTERED 23 MAY 88
DATE DECISION 04 AUG 88

The Council of the Cheltenham Borough in pursuance of powers under the above mentioned Act hereby permit

OUTLINE PLANNING APPLICATION FOR NEW STUDENT RESIDENCES
AT HARDWICK COMPLEX, SWINDON ROAD

in accordance with the accompanying plans, subject to the conditions and reserved matters specified hereunder:-

1. (a) The permission hereby granted shall become null and void unless detailed plans and particulars of the siting, layout, design, height, site, coverage, external appearance, fencing and screening, landscaping, amenities, vehicle accommodation and means of access are submitted to and approved by the Local Planning Authority within a period of three years from the date of this permission
- (b) The development to which this permission relates must be begun not later than whichever is the later of the following dates:
 - (i) the expiration of five years from the date on which this permission is granted; or
 - (ii) the expiration of two years from the final approval of the reserved matters or, in the case of approval on different dates, the final approval of the last such matter to be approved.
- 3 The building hereby permitted shall be used for New Student residences for the applicant and for no other use without the prior approval of the Local Planning Authority

The reasons for the Council's decision to grant permission for development subject to compliance with the conditions hereinbefore specified are:-

- 1(a) The reserved matters referred to in paragraph 1(a) and not already included as part of this application will need consideration by the Local Planning Authority and to safeguard the amenities of the area and or the occupiers or users of the development proposed
- (b) Circumstances may change in the future and if detailed plans are not submitted or if the development is not commenced within the period

TOWN AND COUNTRY PLANNING ACT 1971

OUTLINE PERMISSION FOR DEVELOPMENT

TO THE COLLEGE OF ST. PAUL & ST. MARY
C/O DYER ASSOCIATES
LAURISTON HOUSE
MONTPELLIER STREET
CHELTENHAM
GLOS

APPLICATION NO CB10351/04

DATE REGISTERED 23 MAY 88

DATE DECISION 04 AUG 88

3 The Local Planning Authority is concerned about the increased traffic that housing not used as student residences would generate in the area.

TOWN AND COUNTRY PLANNING ACT 1971

OUTLINE PERMISSION FOR DEVELOPMENT

TO THE COLLEGE OF ST. PAUL & ST. MARY
C/O DYER ASSOCIATES
LAURISTON HOUSE
MONTPELLIER STREET
CHELTENHAM
GLOS

APPLICATION NO CB10351/05

DATE REGISTERED 23 MAY 88

DATE DECISION 04 AUG 88

The Council of the Cheltenham Borough in pursuance of powers under the above mentioned Act hereby permit

OUTLINE PLANNING APPLICATION FOR NEW SPORTS HALL AND GYMNASIUM
AT HARDWICK COMPLEX, SWINDON ROAD

in accordance with the accompanying plans, subject to the conditions and reserved matters specified hereunder:-

1. (a) The permission hereby granted shall become null and void unless detailed plans and particulars of the siting, layout, design, height, site, coverage, external appearance, fencing and screening, landscaping, amenities, vehicle accommodation and means of access are submitted to and approved by the Local Planning Authority within a period of three years from the date of this permission
- (b) The development to which this permission relates must be begun not later than whichever is the later of the following dates:
 - (i) the expiration of five years from the date on which this permission is granted; or
 - (ii) the expiration of two years from the final approval of the reserved matters or, in the case of approval on different dates, the final approval of the last such matter to be approved.
- 3 The building hereby permitted shall be used as a new sports hall and gymnasium for the applicant and for no other use without the prior approval of the Local Planning Authority.

The reasons for the Council's decision to grant permission for development subject to compliance with the conditions hereinbefore specified are:-

- 1(a) The reserved matters referred to in paragraph 1(a) and not already included as part of this application will need consideration by the Local Planning Authority and to safeguard the amenities of the area and or the occupiers or users of the development proposed
- (b) Circumstances may change in the future and if detailed plans are not submitted or if the development is not commenced within the period

TOWN AND COUNTRY PLANNING ACT 1971

OUTLINE PERMISSION FOR DEVELOPMENT

TO THE COLLEGE OF ST. PAUL & ST. MARY
C/O DYER ASSOCIATES
LAURISTON HOUSE
MONTPELLIER STREET
CHELTENHAM
GLOS

APPLICATION NO CB10351/05

DATE REGISTERED 23 MAY 88

DATE DECISION 04 AUG 88

- 3 The Local Planning Authority is concerned about the increased traffic that could be generated if the use is not restricted to the applicant.

E. N. WYNN
Town Clerk and Chief Executive



CHEL TENHAM borough council

DEPT. OF ARCHITECTURE & PLANNING D. Ross RIBA, FRTPI, Borough Architect & Planning Officer
P.O. Box No.12, Municipal Offices, Promenade, Cheltenham, Gloucestershire, GL50 1PP. Telephone 0242 521333.

TOWN AND COUNTRY PLANNING ACT 1971
TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER, 1977

PERMISSION FOR DEVELOPMENT

TO ST PAUL AND ST MARY COLLEGE (EXECUTIVE APPLICATION NO CB10351/06
C/O HEALING & OVERBURY
RODNEY LODGE
RODNEY ROAD
CHELTENHAM
GLOS

DATE REGISTERED 28 FEB 89

DATE DECISION 30 MAR 89

In pursuance of its powers under the above mentioned Act and Order
Cheltenham Borough Council, as the Local Planning Authority, hereby
GRANTS PERMISSION for the following development:-

ERECTION OF SPORTS HALL, GYMNASIUM, SQUASH COURTS, LABORATORIES
AND ANCILLARY ROOMS FOR USE BY THE COLLEGE OF ST PAUL AND ST MARY
(DETAILS OF OUTLINE PERMISSION GRANTED ON 4TH AUG 1988)
(IN ACCORDANCE WITH THE REVISED BLOCK PLAN)
AT LAND AT MARSH LANE

in accordance with the accompanying plans and to the conditions specified
hereunder :

- 1 The permission hereby granted shall be begun not later than the
expiration of five years from the date on which this permission is granted
- 2 The whole of the development shall be carried out and completed strictly
in accordance with the plans and particulars submitted
- 3 The development hereby permitted shall not be commenced until
samples of the proposed facing materials and roofing materials have
been submitted to and approved by the Local Planning Authority, and
the facing materials and roofing materials used in the development
shall be in accordance with the samples so approved
- 4 The development shall not be commenced until a scheme of
landscaping and planting (including existing trees to be retained)
has been submitted to and approved by the Local Planning Authority.
Landscaping and planting shall be carried out in accordance with
the scheme approved by the Local Planning Authority's approved
planting specification (a copy of which is appended hereto) and to
their satisfaction within 12 months from the completion of the
development. In the event of any of the trees included in the
scheme or any trees replacing them being removed or destroyed or
dying at any time, they shall be forthwith replaced at the same
places by semi-mature trees of the same species



CHELTENHAM borough council

DEPT. OF ARCHITECTURE & PLANNING D. Ross RIBA, FRTPI, Borough Architect & Planning Officer
P.O. Box No.12, Municipal Offices, Promenade, Cheltenham, Gloucestershire, GL50 1PP. Telephone 0242 521333.

TOWN AND COUNTRY PLANNING ACT 1971
TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER, 1977

PERMISSION FOR DEVELOPMENT

TO ST PAUL AND ST MARY COLLEGE (EXECUTIVE APPLICATION NO CB10351/06
C/O HEALING & OVERBURY
RODNEY LODGE
RODNEY ROAD
CHELTENHAM
GLOS

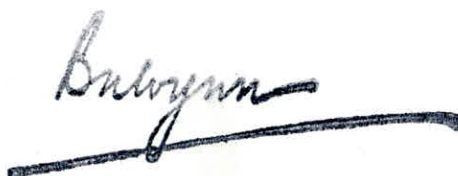
DATE REGISTERED 28 FEB 89
DATE DECISION 30 MAR 89

5 The building hereby permitted shall be used as a new sports hall and gymnasium for the applicant and for no other use without the prior approval of the Local Planning Authority.

6 The premises shall be insulated against the emission of noise in accordance with a scheme to be submitted to and approved by the Local Planning Authority before the use is commenced

The reasons for the Council's decision to grant permission subject to the above conditions are:-

- 1 Circumstances may change in the future and if the development is not carried out within this period the Authority wish to review the application
- 2 The Authority have considered the application in its entirety and if the applicant wishes to carry out only part of the development a fresh application should be submitted for consideration
- 3 To preserve the visual amenities of the locality
in order to ensure a satisfactory setting for the proposed development and to safeguard the visual amenities of the locality
- 5 The Local Planning Authority is concerned about the increased traffic that could be generated if the use is not restricted to the applicants
- 6 To safeguard the amenities of adjoining residential properties



E. N. WYNN
Town Clerk and Chief Executive



CHELTENHAM borough council

DEPARTMENT OF PLANNING
CHIEF PLANNING OFFICER Nicholas Hayward

P.O. Box No. 12, Municipal Offices, Promenade, Cheltenham, Gloucestershire, GL50 1PP. Telephone 0242 262626.

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER, 1988

PERMISSION FOR DEVELOPMENT

TO CHELTENHAM/GLOUCESTER COLLEGE OF HIGHER APPLICATION NO CB10351/07
C/O DAVID HICKEN ASSOCIATES
SOUTHGATE HOUSE
HIGH BANKS
LOOSE, MAIDSTONE
KENT. ME15 0EQ

DATE REGISTERED 16 DEC 91
DATE DECISION 22 FEB 93

In pursuance of its powers under the above mentioned Act and Order
Cheltenham Borough Council, as the Local Planning Authority, hereby
GRANTS PERMISSION for the following development:-

NEW LINK BUILDING INCORPORATING GYMNASIUM, SPORTS LABORATORY,
DANCE STUDIO, FOYER, CHANGING SPACE, CAFETERIA AND ANCILLARY ACCO
MODATION PLUS ERECTION OF 3 STUDENT RESIDENCE BUILDINGS, LAYING
OUT OF 2 TENNIS COURTS & NEW CAR PARKING
AT HARDWICK SITE, SWINDON ROAD

in accordance with the accompanying plans and to the conditions specified
hereunder :

1 The permission hereby granted shall be begun not later than the
expiration of five years from the date on which this permission is granted

2 The development hereby permitted shall not be commenced until
samples of the proposed facing materials and roofing materials have
been submitted to and approved by the Local Planning Authority, and
the facing materials and roofing materials used in the development
shall be in accordance with the samples so approved

3 No development shall take place until a landscaping and planting
scheme has been submitted to and approved by the Local Planning
Authority. The scheme shall include a survey of all existing trees
on the land showing the size and species and identifying those
trees, if any, it is proposed to remove. In addition it shall show
in detail all proposed tree and shrub planting, the treatment of
paved areas and areas to be grassed or treated in a similar
manner. All planting, seeding or turfing comprised in the approved
details shall be carried out in accordance with the attached
specification and be completed to the satisfaction of the Local
Planning Authority within twelve months of the completion of the
development. In the event of any of the trees or plants included



CHELTENHAM borough council

DEPARTMENT OF PLANNING
CHIEF PLANNING OFFICER Nicholas Hayward

P.O. Box No. 12, Municipal Offices, Promenade, Cheltenham, Gloucestershire, GL50 1PP. Telephone 0242 262626.

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER, 1988

PERMISSION FOR DEVELOPMENT

TO CHELTENHAM/GLOUCESTER COLLEGE OF HIGHER APPLICATION NO CB10351/07
C/O DAVID HICKEN ASSOCIATES
SOUTHGATE HOUSE
HIGH BANKS
LOOSE, MAIDSTONE
KENT, ME15 0EQ

DATE REGISTERED 16 DEC 91
DATE DECISION 22 FEB 93

On the scheme or any trees or plants replacing them dying or being removed or seriously damaged or diseased at any time within a period of five years from the completion of the development they shall be replaced at the same places by others of a similar size and species in the next earliest planting season unless the Local Planning Authority gives written consent to any variation.

- 4 Details of the boundary enclosure to St Pauls Road and Swindon Road shall be submitted to and approved by the Local Planning Authority before the development is commenced
- 5 The car parking spaces shall be constructed and surfaced with tarmac or other impervious surfacing material to the satisfaction of the Local Planning Authority, and no part of the development shall be used or occupied until it has been so constructed and surfaced and is otherwise available for use
- 6 Details of the drying and bin areas shall be submitted to and approved by the Local Planning Authority before the development is commenced
- 7 Detailed plans of the bicycle sheds to be erected shall be submitted to and approved by the Local Planning Authority before the development is commenced

The reasons for the Council's decision to grant permission subject to the above conditions are:-

- 1 Circumstances may change in the future and if the development is not carried out within this period the Authority wish to review the application
- 2 To preserve the visual amenities of the locality
- 3 In order to provide a satisfactory setting for the proposed development.



CHELTENHAM borough council

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TOWN AND COUNTRY PLANNING ACT 1990
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HIGH BANKS
LOOSE, MAIDSTONE
KENT, ME15 0EQ

DATE REGISTERED 16 DEC 91

DATE DECISION 22 FEB 93

- 4 To ensure a satisfactory form of development
- 5 To ensure that adequate off street car parking is available, in the interests of highway safety
- 6 To ensure a satisfactory form of development
- 7 To ensure a satisfactory form of development

Your attention is drawn to the fact that Building Regulation approval may also be required for the above development and you are advised to consult the Chief Building Surveyor, 14 Royal Crescent, Cheltenham. (Telephone Cheltenham (0242) 512266) in this regard.

N. R. Hayward

NICHOLAS HAYWARD
Chief Planning Officer



CHEL TENHAM borough council

DEPARTMENT OF PLANNING

CHIEF PLANNING OFFICER Nicholas Hayward

P.O. Box No. 12, Municipal Offices, Promenade, Cheltenham, Gloucestershire, GL50 1PP. Telephone 0242 262626.

TOWN AND COUNTRY PLANNING ACT 1990

TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER, 1988

PERMISSION FOR DEVELOPMENT

TO ST PAULS CENTRE - MANAGEMENT COMMITTEE	APPLICATION NO	CB15847/02
C/O MR H WILLIAMS		
SECRETARY	DATE REGISTERED	23 JUN 92
19 HILL TOP ROAD		
CHEL TENHAM	DATE DECISION	30 JUL 92

In pursuance of its powers under the above mentioned Act and Order Cheltenham Borough Council, as the Local Planning Authority, hereby GRANTS PERMISSION for the following development:-

APPLICATION FOR RENEWAL OF EXISTING PERMISSION TO RETAIN BUILDING FOR USE AS A TRAINING WORKSHOP (PERMANENT USE NOW APPLIED FOR)

AT ST PAULS CENTRE, ST PAULS ROAD

in accordance with the accompanying plans and to the conditions specified hereunder :

- 1 The permission hereby granted shall be begun not later than the expiration of five years from the date on which this permission is granted
- 2 The building shall be used for the purpose applied for and for no other use without the prior consent of the local planning authority
- 3 The premises shall be insulated against the emission of noise in accordance with a scheme to be submitted to and approved by the Local Planning Authority before the use is commenced

The reasons for the Council's decision to grant permission subject to the above conditions are:-

- 1 Circumstances may change in the future and if the development is not carried out within this period the Authority wish to review the application
- 2 In the interests of the amenities of the occupiers of nearby residential properties
- 3 In the interests of the amenities of the occupiers of nearby residential properties



CHELTENHAM borough council

DEPARTMENT OF PLANNING
CHIEF PLANNING OFFICER Nicholas Hayward

TOWN AND COUNTRY PLANNING ACT 1990
P.O. Box No. 12, Municipal Offices, Promenade, Cheltenham, Gloucestershire, GL50 1PP. Telephone 0242 262626.
TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER, 1988

PERMISSION FOR DEVELOPMENT

TO ST PAULS CENTRE - MANAGEMENT COMMITTEE	APPLICATION NO CB15847/02
C/O MR H WILLIAMS	
SECRETARY	DATE REGISTERED 23 JUN 92
19 HILL TOP ROAD	
CHELTENHAM	DATE DECISION 30 JUL 92

Your attention is drawn to the fact that Building Regulation approval may also be required for the above development and you are advised to consult Chief Building Surveyor, 14 Royal Crescent, Cheltenham. (Telephone Cheltenham (0242) 512266) in this regard.

N.R. Hayward

NICHOLAS HAYWARD
Chief Planning Officer



CHEL TENHAM

BOROUGH COUNCIL

DEPARTMENT OF PLANNING

CHIEF PLANNING OFFICER Nicholas Hayward

P.O. Box No. 12, Municipal Offices, Promenade, Cheltenham, Gloucestershire, GL50 1PP. Telephone 0242 262626.

TOWN AND COUNTRY PLANNING ACT 1990

TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER, 1988

PERMISSION FOR DEVELOPMENT

TO CHELTENHAM AND GLOUCESTER COLLEGE
C/O DAVID HICKEN ASSOCIATES LTD
SOUTHGATE HOUSE, HIGH BANKS
LOOSE
MAIDSTONE
KENT ME15 0EQ

APPLICATION NO CB10351/09

DATE REGISTERED 26 MAR 93

DATE DECISION 29 APR 93

In pursuance of its powers under the above mentioned Act and Order Cheltenham Borough Council, as the Local Planning Authority, hereby GRANTS PERMISSION for the following development:-

STATIONING OF 4 NO PORTABLE BUILDINGS FOR USE FOR TEACHING
PURPOSES FOR TEMPORARY PERIOD OF TWO YEARS
AT HARDWICK SITE, , SWINDON ROAD

in accordance with the accompanying plans and to the conditions specified hereunder :

- 1 The permission hereby granted shall be begun not later than the expiration of five years from the date on which this permission is granted
- 2 The use hereby permitted shall endure only for a period of 2 years and the land shall be reinstated to a condition to the satisfaction of the Local Planning Authority unless a renewal of permission has been granted
- 3 Prior to the implementation of this permission, provision shall be made for the parking of 39 cars on the site in accordance with a plan to be first submitted to and approved by the Local Planning Authority

The reasons for the Council's decision to grant permission subject to the above conditions are:-

- 1 Circumstances may change in the future and if the development is not carried out within this period the Authority wish to review the application
- 2 The portable buildings are unsuitable for permanent retention on the site
- 3 In the interests of highway safety



CHELTENHAM

BOROUGH COUNCIL

DEPARTMENT OF PLANNING

CHIEF PLANNING OFFICER Nicholas Hayward

P.O. Box No. 12, Municipal Offices, Promenade, Cheltenham, Gloucestershire, GL50 1PP. Telephone 0242 262626.

TOWN AND COUNTRY PLANNING ACT 1990

TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER, 1988

PERMISSION FOR DEVELOPMENT

TO CHELTENHAM AND GLOUCESTER COLLEGE
C/O DAVID HICKEN ASSOCIATES LTD
SOUTHGATE HOUSE, HIGH BANKS
LOOSE
MAIDSTONE
KENT ME15 0ER

APPLICATION NO CB10351/09

DATE REGISTERED 26 MAR 93

DATE DECISION 29 APR 93

Your attention is drawn to the fact that Building Regulation approval may also be required for the above development and you are advised to consult the Chief Building Surveyor, 14 Royal Crescent, Cheltenham. (Telephone Cheltenham (0242) 512266) in this regard.

N. R. Hayward

NICHOLAS HAYWARD
Chief Planning Officer

APPENDIX 3

Environmental Search (Groundsure)

Hardwick Sports Centre, St. Pauls Road, Cheltenham Gloucestershire, GL50 4BS

Professional opinion



Contaminated Land
Low-Moderate:
Acceptable Risk

page 4



Flooding
Negligible

page 5

Consultant's guidance and recommendations inside.



Ground Stability
 Not identified



Radon
Passed



Energy
Identified

page 6



Planning Constraints
Identified

page 8



Transportation
Identified

page 7

A full assessment of transportation is available in our Energy and Transportation report. Contact Groundsure or your search provider for further details.

Site plan



Contaminated land liability

Banking security

Is it likely that the property will represent acceptable banking security from a contaminated land perspective?

Yes

Statutory or 3rd party action

Is there a risk of statutory (e.g. Part 2A EPA 1990) or third party action being taken against the site?

Unlikely

Environmental liability

Is there a risk that the property value may be impacted due to contaminated land liability issues?

Unlikely

Useful contacts

Cheltenham Borough Council:
<http://www.cheltenham.gov.uk/>
enquiries@cheltenham.gov.uk
01242 262 626

Environment Agency National Customer
Contact Centre (NCCC):
enquiries@environment-agency.gov.uk
03708 506 506

Overview of findings and recommendations

To save you time when assessing the report, we only provide maps and data tables of features within the search radius that we have identified to be of note. These relate to environmental risks that may have liability implications, affect insurance premiums, property values and/or a lender's willingness to lend.

You can view the fully comprehensive library of information we have searched on **page 31**.



Contaminated Land

Groundsure considers there to be an acceptable level of risk at the site from contaminated land liabilities.

If you require further advice with regards to this, please contact our customer services team on 08444 159 000 or e-mail at info@groundsure.com



Flooding

National Planning Policy Framework (NPPF)

A full flood risk assessment will be required at the site in the event that it will be developed/redeveloped. The NPPF states that the flood risk assessment should identify and assess the risks of all forms of flooding to and from the development and demonstrate how these flood risks will be managed so that the development remains safe throughout its lifetime, taking climate change into account. Those proposing developments should take advice from the emergency services when producing an evacuation plan for the development as part of the flood risk assessment.

Other considerations

These are next steps associated with non-environmental search returns on matters of energy and transport infrastructure and planning constraints.





Energy

Wind

Existing or proposed wind installations have been identified within 5km.

Next steps for consideration:

- use the details given in the report to find out more about the potential impacts on the property
- contact the operating company and the relevant Local Authority for further information
- visit the area in order to more accurately assess the impact this wind development would have on the property

Solar

Existing or proposed solar installations have been identified within 5km of the property.

Next steps for consideration:

- use the details given in the report to find out more about the potential impacts on the property by contacting the operating company and/or Local Authority
- visit the area in order to more accurately assess the impact this solar farm would have on the property



Consultant's assessment



Environmental searches are designed to ensure that significant hazards and risks associated with this property are identified and considered alongside the investment in or purchase of a property.

Please see **page 2** for further advice.



Contaminated Land

The Contaminated Land Assessment was completed using a detailed risk assessment designed by qualified Environmental Consultants.

Please see **page 12** for details of the identified issues.

Past Land Use	Low-Moderate
Waste and Landfill	Low
Current and Recent Industrial	Low

Current and proposed land use

Current land use

Groundsure has not been advised by the client (or their advisers) of the current use of the property. Groundsure has therefore assumed that the property is likely to be used for commercial purposes.

Proposed land use

Groundsure has assumed that the property will remain in its current use.

Historical land use

On-site

No potentially contaminative land uses have been identified at the study site.

Surrounding area

Potentially contaminative land uses of minor concern have been identified in proximity to the study site.

Site setting

Potentially vulnerable receptors have been identified including site users, residents of properties on site, the underlying aquifers.

Conclusion

Groundsure has not identified a potential contaminant-pathway-receptor relationship that may give rise to significant environmental liability. Please refer to the Contaminated Land assessment methodology contained within this report.



Environmental summary



Flooding

No significant concerns have been identified as a result of the flood risk searches. No action required.

Further explanation of flood risk assessment can be seen in the Flood information on **page 31**.

River and Coastal Flooding	Very Low
Groundwater Flooding	Low
Surface Water Flooding	Negligible
FloodScore™ insurance rating	Very Low
Past Flooding	Not identified
Flood Storage Areas	Not identified
NPPF Flood Risk Assessment required if site redeveloped?	Yes



Ground stability

No significant concerns have been identified as a result of the ground stability searches. No action required.

Natural Ground Stability	Low
Non-Natural Ground Stability	Not identified



Radon

Local levels of radon are considered normal. The percentage of homes estimated to be affected by radon in your local area is less than 1%.

Not in a radon
affected area



Energy summary



Oil and gas

No historical, active or planned wells or extraction areas have been identified near the property.

Oil and gas areas
Oil and gas wells

Not identified
Not identified



Wind and Solar

Our search of existing and planned renewable wind and solar infrastructure has identified results.

Please see **page 2** for further advice. Additionally, see **page 23** for details of the identified issues.

Planned Multiple Wind Turbines

Not identified

Planned Single Wind Turbines

Identified

Existing Wind Turbines

Not identified

Proposed Solar Farms

Identified

Existing Solar Farms

Identified



Energy

Our search of major energy transmission or generation infrastructure and nationally significant infrastructure projects has identified results.

Please see **page 2** for further advice. Additionally, see **page 26** for details of the identified issues.

Power stations

Not identified

Energy Infrastructure Projects

Identified

Not identified



Transportation summary



The property has been identified to lie within the search radius of one or more transportation features detailed below.

If required, full details on these transportation features including a detailed location plan relative to the property are available when you purchase a Groundsure Energy and Transportation Report via your preferred searches provider.



HS2

No results for Phase 1 or Phase 2 of the HS2 project (including the 2016 amendments) have been identified within 5km of the property. However, HS2 routes are still under consultation and exact alignments may change in the future.

Visual assessments are only provided by Groundsure if the property is within 2km of Phase 1 and 2a. Other assessments may be available from HS2.

HS2 Route	Not identified
HS2 Safeguarding	Not identified
HS2 Stations	Not identified
HS2 Depots	Not identified
HS2 Noise	Not assessed
HS2 Visual impact	Not assessed



Crossrail

The property is not within 250 metres of either the Crossrail 1 or Crossrail 2 project.

Crossrail 1 Route	Not identified
Crossrail 1 Stations	Not identified
Crossrail 1 Worksites	Not identified
Crossrail 2 Route	Not identified
Crossrail 2 Stations	Not identified
Crossrail 2 Worksites	Not identified
Crossrail 2 Safeguarding	Not identified
Crossrail 2 Headhouse	Not identified



Other Railways

Our search indicates the property is within 250 metres of railways or railway stations, subway or DLR lines, active railways, historical railways or tunnels.

The Underground assessment includes London Underground, DLR, Tyne and Wear Metro, Merseyrail and Glasgow Subway.

Active Railways and Tunnels	Not identified
Historical Railways and Tunnels	Identified
Railway and Tube Stations	Not identified
Underground	Not identified



Planning summary



Planning constraints

Protected areas have been identified within 250 metres of the property.

Please see **page 27** for details of the identified issues.

Environmental Protected Areas Not identified

Visual and Cultural Protected Areas Identified



Other environmental considerations



The following additional risks or issues are outside the scope of the opinion provided by this report. However, further consideration of these may be appropriate for the subject property.

Asbestos

The Control of Asbestos Regulations 2012 require an Asbestos Management Plan to be maintained for all commercial property constructed prior to 2000 i.e. where asbestos may be contained within the building fabric. Refurbishment or demolition of site structures may require further Refurbishment and Demolition Asbestos Surveys.

Site-specific features

This report has considered additional site specific information, where provided by the client, however it has not included a site inspection. Additional issues may exist at the property that cannot be reasonably identified by a desk based report like this one. Examples might include operational issues such as those linked to oil storage, waste management, materials handling and site drainage. Additional surveys and assessments may be required if these issues are considered to be a concern.

Unexploded ordnance (UXO)

The UK has a history of military activity, including extensive military training sites, bombing during the First World War and sustained strategic bombing during the Second World War. A legacy of this military activity is the incidence of UXO across Britain. Construction increases the risk from UXO. If intrusive works are planned on site, an assessment of the likelihood of UXO risk should be carried out in compliance with the Construction (Design and Management) Regulations 2015.

Environmental insurance

The ownership or possession of land and property is one of the most valuable assets an individual or organisation can have. In cases where we are unable to provide a low risk assessment with regards to contaminated land, environmental insurance should be considered. Environmental insurance can protect against regulatory and third party action, potential losses and additional costs in dealing with contamination. Independent, specialist brokers are able to access the entire environmental insurance market, providing bespoke environmental policies to address risk and transactional issues.

Phase 1 environmental risk assessment

A Phase 1 environmental risk assessment (Contaminated Land) aims to clarify any identified environmental risks further or could support a planning application. It includes a site inspection, regulatory consultation and additional details of site context. Our expert analysis provides a detailed breakdown of each potential exposure pathway and suggested mitigation measures. For further information or to request a quote please e-mail us at projects@groundsure.com. The reports start from £1245+VAT, which includes a discount for current reporting.

Made ground and infilled land

Areas of made ground and infilled land can settle over time and could potentially cause subsidence. If the property is known to be located on made or infilled ground it would be prudent to contact a RICS accredited surveyor and/or geotechnical engineer to clarify any structural/subsidence risks and determine if possible what materials were used during the infilling process.



Screening

Hardwick Sports Centre, St. Pauls
Road, Cheltenham Gloucestershire,
GL50 4BS

Ref: Index-2783929-5331
Your ref: HCRLAW-LIVE.FID569546
Grid ref: 394331 223355

Recent aerial photograph



Aerial photography supplied by Getmapping PLC. © Copyright Getmapping PLC 2022. All Rights Reserved.

Capture Date: 23/04/2021

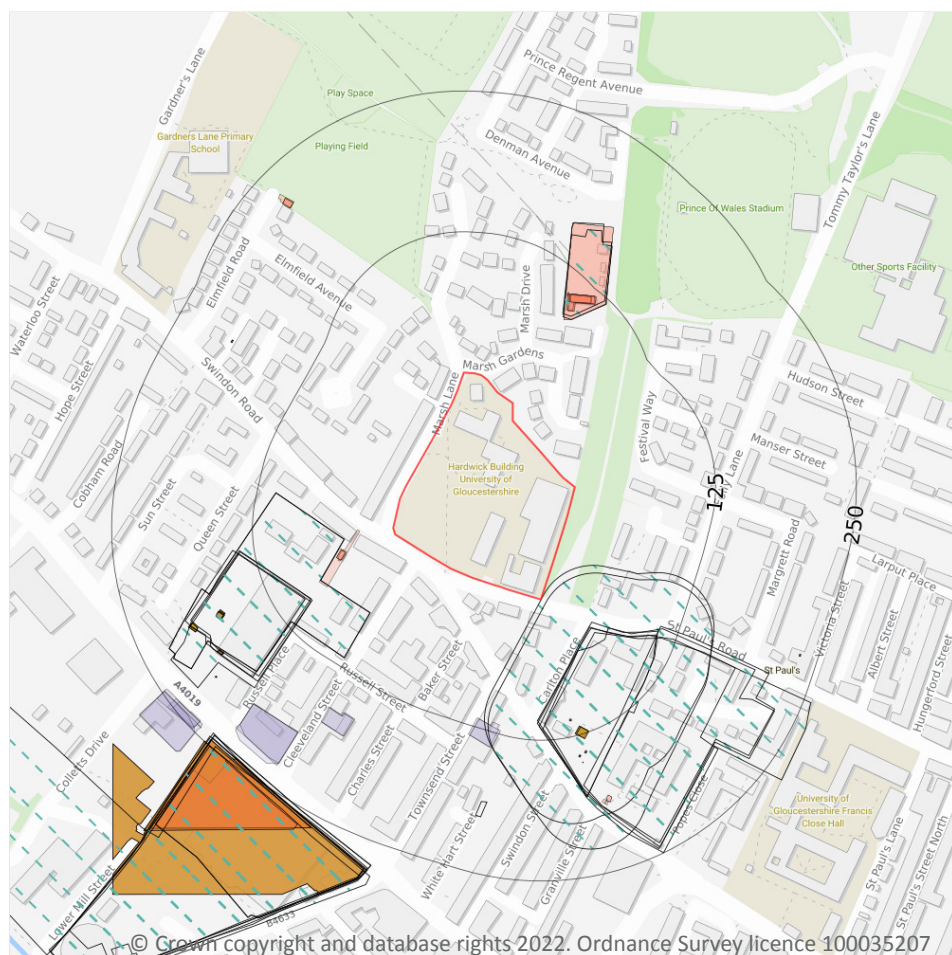
Site Area: 1.92ha

Contaminated Land summary



Past land use	On-Site	0-50m	50-250m
Former industrial land use (1:10,560 and 1:10,000 scale)	0	6	19
Former tanks	0	0	23
Former energy features	0	4	20
Former petrol stations	0	0	0
Former garages	0	0	12
Former military land	0	0	0
Waste and landfill	On-Site	0-50m	50-250m
Active or recent landfill	0	0	0
Former landfill (from Environment Agency Records)	0	0	0
Former landfill (from Local Authority and historical mapping records)	0	0	0
Waste site no longer in use	0	0	0
Active or recent licensed waste sites	0	0	0
Current and recent industrial	On-Site	0-50m	50-250m
Recent industrial land uses	0	0	9
Current or recent petrol stations	0	0	0
Historical licensed industrial activities	0	0	0
Current or recent licensed industrial activities	0	0	0
Local Authority licensed pollutant release	0	0	0
Pollutant release to surface waters	0	0	0
Pollutant release to public sewer	0	0	0
Dangerous industrial substances (D.S.I. List 1)	0	0	0
Dangerous industrial substances (D.S.I. List 2)	0	0	0
Dangerous or explosive sites	0	0	0
Hazardous substance storage/usage	0	0	0
Sites designated as Contaminated Land	0	0	0
Pollution incidents	0	0	2

Contaminated land / Past land use



- Site Outline
- Search buffers in metres (m)
- Former industrial land uses
- Former tanks
- Former energy features
- Former garages

Former industrial land use (1:10,560 and 1:10,000 scale)

These historical land uses have been identified from 1:10,560 and 1:10,000 scale Ordnance Survey maps dated from the mid to late 1800s to recent times. They have the potential to have caused ground contamination. Please see the Environmental Summary to find out how these could impact the site.

Please see **page 2** for further advice.

Distance	Direction	Use	Date
0	SE	Unspecified Workhouse	1901
5 m	SE	Unspecified Workhouse	1938
45 m	W	Unspecified Works	1976
45 m	W	Unspecified Commercial/Industrial	1989
49 m	SE	Unspecified Workhouse	1885

Distance	Direction	Use	Date
50 m	SE	Union Workhouse	1885
51 m	SE	Unspecified Workhouse	1924
56 m	SE	Unspecified Workhouse	1924
56 m	SE	Hospital	1976
88 m	NE	Electric Substation	1976
89 m	NE	Electric Substation	1989
94 m	SW	Unspecified Works	1967
94 m	SW	Unspecified Works	1938
96 m	SW	Unspecified Works	1924
99 m	SW	Unspecified Works	1924
107 m	SE	Hospital	1989
186 m	S	Railway Building	1924
239 m	SW	Gas Works	1885
240 m	SW	Gas Works	1901
240 m	SW	Unspecified Commercial/Industrial	1938
243 m	SW	Unspecified Works	1976
243 m	SW	Unspecified Works	1989
243 m	SW	Gas Works	1885
247 m	SW	Unspecified Commercial/Industrial	1967
250 m	SW	Gas Works	1924

This data is sourced from Ordnance Survey/Groundsure.

Former tanks

These tanks have been identified from high detailed historical Ordnance Survey maps dating from the mid-late 1800s to recent times. Tanks like this can sometimes store harmful waste, chemicals or oil, as well as more benign substances. Liquids stored in these tanks can leak when the tanks rust or become damaged over time, which could have caused contamination at this site.

Please see **page 2** for further advice.

Distance	Direction	Use	Date
109 m	S	Unspecified Tank	1982

Distance	Direction	Use	Date
118 m	S	Tanks	1989
119 m	S	Unspecified Tank	1982
140 m	S	Unspecified Tank	1887
142 m	S	Unspecified Tank	1885
149 m	S	Unspecified Tank	1885
167 m	SW	Unspecified Tank	1954
167 m	SW	Unspecified Tank	1954
168 m	SW	Unspecified Tank	-
168 m	SW	Unspecified Tank	1966
168 m	SW	Unspecified Tank	1982
185 m	SW	Unspecified Tank	-
186 m	SW	Unspecified Tank	1966
186 m	SW	Unspecified Tank	1982
194 m	SW	Unspecified Tank	1923
194 m	SW	Unspecified Tank	1932
197 m	NW	Unspecified Tank	1885
203 m	SW	Unspecified Tank	1885
234 m	E	Unspecified Tank	1885
244 m	SW	Gas Works	1954
245 m	SW	Gas Works	1887
245 m	SW	Gas Works	1903
250 m	SW	Gas Works	1885

This data is sourced from Ordnance Survey/Groundsure.

Former energy features

Energy features such as substations, transformers or power stations have been identified from high detailed historical Ordnance Survey maps dating from the mid to late 1800s to recent times. Structures like this can sometimes cause soil or groundwater contamination.

Please see **page 2** for further advice.



Screening

Hardwick Sports Centre, St. Pauls
Road, Cheltenham Gloucestershire,
GL50 4BS

Ref: Index-2783929-5331
Your ref: HCRLAW-LIVE.FID569546
Grid ref: 394331 223355

Distance	Direction	Use	Date
30 m	W	Electricity Substation	1989
46 m	W	Electricity Substation	1954
47 m	W	Electricity Substation	1954
47 m	W	Electricity Substation	1982
86 m	NE	Electricity Transmission Station	1984
86 m	NE	Electricity Transmission Station	1989
94 m	NE	Electricity Substation	1984
94 m	NE	Electricity Substation	1989
94 m	NE	Electricity Substation	1994
94 m	NE	Electricity Substation	1968
101 m	NE	Electricity Substation	1954
101 m	NE	Electricity Substation	1954
184 m	S	Electricity Substation	1982
184 m	S	Electricity Substation	1954
186 m	S	Electricity Substation	1954
187 m	S	Electricity Substation	1989
212 m	NW	Electricity Substation	1994
212 m	NW	Electricity Substation	1968
212 m	NW	Electricity Substation	1984
212 m	NW	Electricity Substation	1989
244 m	SW	Gas Works	1954
245 m	SW	Gas Works	1887
245 m	SW	Gas Works	1903
250 m	SW	Gas Works	1885

This data is sourced from Ordnance Survey/Groundsure.

Former garages

These garages have been identified from high detailed historical Ordnance Survey maps dating from the mid to late 1800s to recent times. They have the potential to cause ground contamination. This can be because spills can occur when fuel, oil or solvents are used causing ongoing pollution. Older and obsolete garages are considered a greater risk than newer ones, as tanks can remain underground and deteriorate, sometimes causing significant leaks.

Please see **page 2** for further advice.

Distance	Direction	Use	Date
116 m	S	Garage	1989
117 m	S	Garage	1982
158 m	SW	Garage	1982
159 m	SW	Garage	1989
194 m	SW	Garage	-
195 m	SW	Garage	1966
195 m	SW	Garage	1982
239 m	SW	Garage	1954
240 m	SW	Garage	1954
240 m	SW	Garage	1966
243 m	SW	Garage	-
244 m	SW	Garage	1982

This data is sourced from Ordnance Survey/Groundsure.

Contaminated land / Current and recent industrial



- Site Outline
- Search buffers in metres (m)
- Recent industrial land uses
- Pollution incidents

Recent industrial land uses

These records show details of businesses that have recently operated, or are currently operating in the area. Depending on the type of activities taking place, some of these businesses could present a risk of contamination.

Please see **page 2** for further advice.

ID	Distance	Direction	Company / Address	Activity	Category
1	69 m	SW	Electricity Sub Station - Gloucestershire, GL51	Electrical Features	Infrastructure and Facilities
2	115 m	E	Electricity Sub Station - Gloucestershire, GL50	Electrical Features	Infrastructure and Facilities
4	143 m	N	Assembly Services - 29, Marsh Drive, Cheltenham, Gloucestershire, GL51 9LN	Electronic Equipment	Industrial Products

ID	Distance	Direction	Company / Address	Activity	Category
5	149 m	N	Pylon - Gloucestershire, GL51	Electrical Features	Infrastructure and Facilities
6	168 m	SW	H S C - Autocentre - 23, Cleaveland Street, Cheltenham, Gloucestershire, GL51 9HL	Vehicle Repair, Testing and Servicing	Repair and Servicing
7	170 m	SE	Badham Mobility - St. Pauls Medical Centre 121, Swindon Road, Cheltenham, Gloucestershire, GL50 4DP	Disability and Mobility Equipment	Consumer Products
8	189 m	S	Electricity Sub Station - Gloucestershire, GL50	Electrical Features	Infrastructure and Facilities
9	210 m	NW	Chris Gilbert Travel - 13a, Elmfield Road, Cheltenham, Gloucestershire, GL51 9JJ	Vehicle Hire and Rental	Hire Services
10	219 m	NW	Electricity Sub Station - Gloucestershire, GL51	Electrical Features	Infrastructure and Facilities

This data is sourced from Ordnance Survey.

Pollution incidents

Environment Agency keep records of all major or significant pollution incidents that are known to have impacted the land, water or air. The location provided for these records may relate to the location of the incidents but may sometimes be recorded where the effects of the incident was reported.

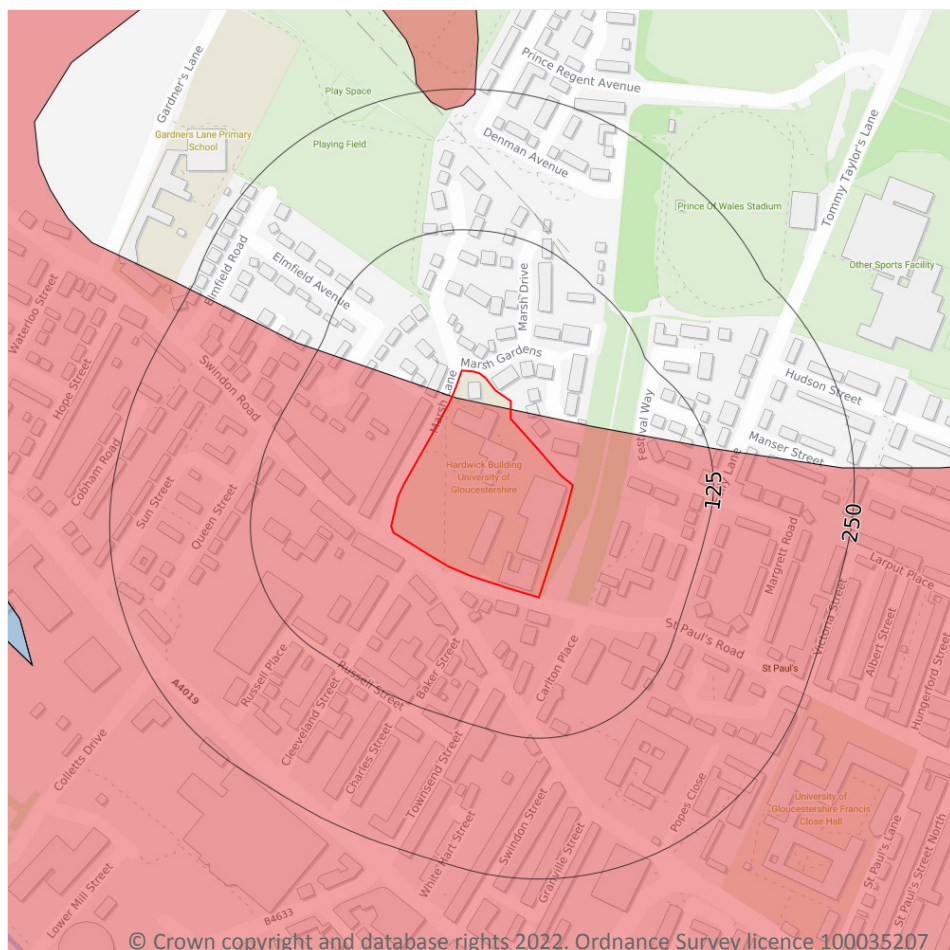
Please see **page 2** for further advice.

ID	Distance	Direction	Incident Date	Land Impact	Water Impact	Pollutant
3	143 m	SW	07/02/2002	Category 4 (No Impact)	Category 4 (No Impact)	Rocks and Gravel
11	232 m	W	15/07/2001	Category 4 (No Impact)	Category 3 (Minor)	Firefighting Run-Off

This data is sourced from the Environment Agency/Natural Resources Wales.



Superficial hydrogeology



- Site Outline**
- Search buffers in metres (m)**
- Principal
 - Secondary A
 - Secondary B
 - Secondary Undifferentiated
 - Unproductive
 - Unknown

Aquifers within superficial geology

The Environment Agency/Natural Resources Wales and the British Geological Survey have assigned designations or types to the aquifers that exist within superficial geology. These designations reflect the importance of aquifers in terms of groundwater as a resource (eg drinking water supply) but also their role in supporting surface water flows and wetland ecosystems.

Principal - These are layers of rock or superficial deposits that usually provide a high level of water storage.

Secondary A - Permeable layers capable of supporting water supplies at a local rather than strategic scale.

Secondary B - Predominantly lower permeability layers which may store and yield limited amounts of groundwater.

Secondary Undifferentiated - Has been assigned in cases where it has not been possible to attribute either category A or B to a rock type.

Unproductive - These are rock layers with low permeability that have negligible significance for water supply.

Unknown - These are rock layers where it has not been possible to classify the water storage potential.



Screening

Hardwick Sports Centre, St. Pauls
Road, Cheltenham Gloucestershire,
GL50 4BS

Ref: Index-2783929-5331
Your ref: HCRLAW-LIVE.FID569546
Grid ref: 394331 223355

Distance	Direction	Designation
0	on site	Secondary A
232 m	N	Secondary A

This data is sourced from the Environment Agency/Natural Resources Wales and the British Geological Survey.

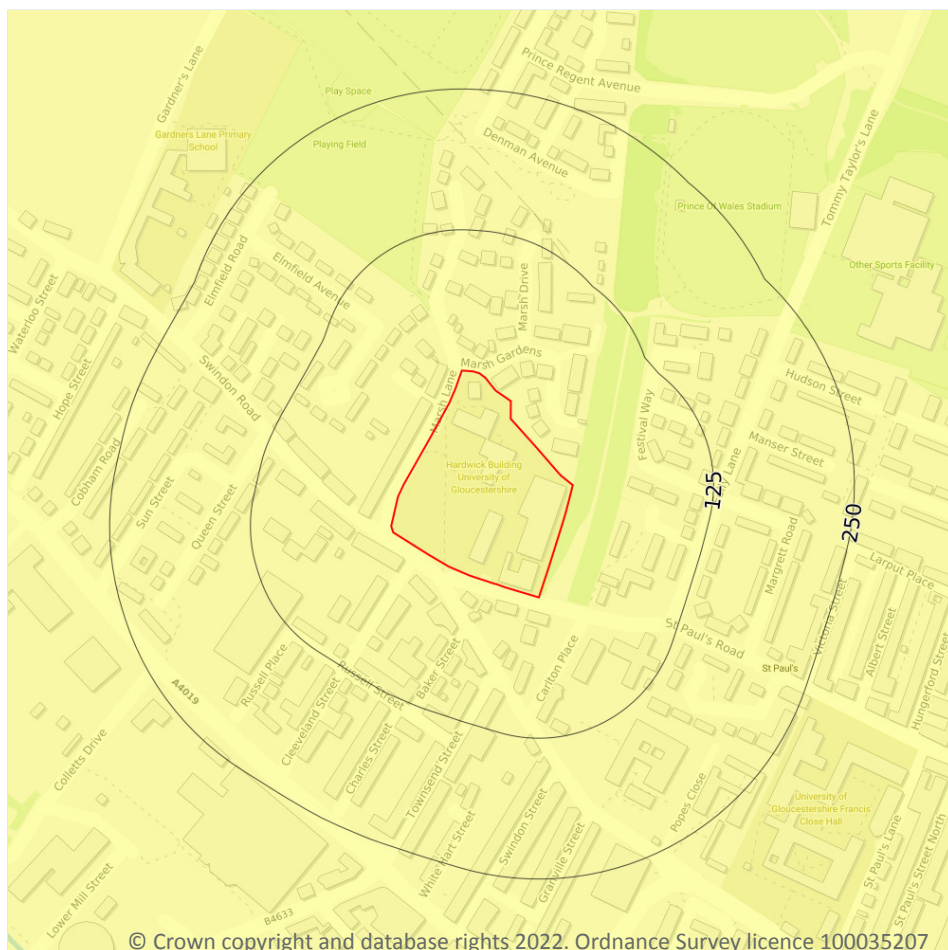
Superficial geology

Superficial deposits are the youngest natural geological deposits formed during the most recent period of geological time. They rest on older deposits or rocks referred to as bedrock. This information comes from the BGS 1:50,000 Digital Geological Map of Great Britain, where available.

Description	BGS LEX Code	Rock Type
CHELTENHAM SAND AND GRAVEL	CHSG-XSV	SAND AND GRAVEL

This data is sourced from British Geological Survey.

Bedrock hydrogeology



- Site Outline
- Search buffers in metres (m)
- Principal
- Secondary A
- Secondary B
- Secondary Undifferentiated
- Unproductive
- Groundwater abstraction licence (point)
- Groundwater abstraction licence (area)
- Groundwater abstraction licence (linear)

Aquifers within bedrock geology

The Environment Agency/Natural Resources Wales and the British Geological Survey have assigned designations or types to the aquifers that exist within bedrock geology. These designations reflect the importance of aquifers in terms of groundwater as a resource (eg drinking water supply) but also their role in supporting surface water flows and wetland ecosystems.

Principal - These are layers of rock or superficial deposits that usually provide a high level of water storage.

Secondary A - Permeable layers capable of supporting water supplies at a local rather than strategic scale.

Secondary B - Predominantly lower permeability layers which may store and yield limited amounts of groundwater.

Secondary Undifferentiated - Has been assigned in cases where it has not been possible to attribute either category A or B to a rock type.

Unproductive - These are rock layers with low permeability that have negligible significance for water supply.



Screening

Hardwick Sports Centre, St. Pauls
Road, Cheltenham Gloucestershire,
GL50 4BS

Ref: Index-2783929-5331
Your ref: HCRLAW-LIVE.FID569546
Grid ref: 394331 223355

Distance	Direction	Designation
0	on site	Secondary Undifferentiated

This data is sourced from the Environment Agency/Natural Resources Wales and the British Geological Survey.

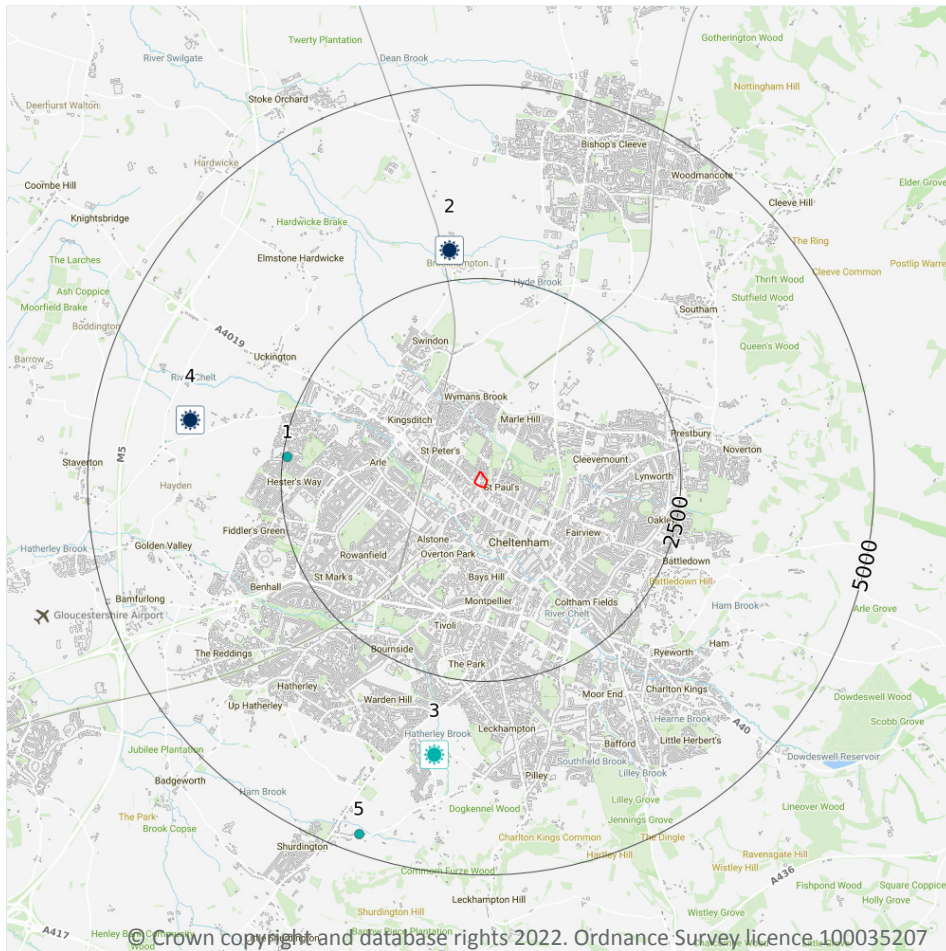
Bedrock geology

Bedrock geology is a term used for the main mass of rocks forming the Earth and is present everywhere, whether exposed at the surface in outcrops or concealed beneath superficial deposits or water. This information comes from the BGS 1:50,000 Digital Geological Map of Great Britain, where available.

Description	BGS LEX Code	Rock Type
CHARMOUTH MUDSTONE FORMATION	CHAM-MDST	MUDSTONE

This data is sourced from British Geological Survey.

Energy / Wind and solar



— Site Outline

Search buffers in metres (m)



Wind farms



Proposed wind farms



Proposed wind turbines



Existing and agreed solar installations



Proposed solar installations

Proposed wind turbines

Planning applications for individual wind turbines have been proposed within 5,000m of the property. See below for details of the operating company, number of turbines, project and turbine capacity.

Please note some planning applications identified as having been refused may have subsequently been granted on appeal without appearing as such within this report. Additionally, please be aware that as the identified records are taken from a planning record archive, the proposals identified may have already been undertaken.

ID	Distance	Direction	Details	
1	2-3 km	W	Site Name: Springbank Community Centre/ Springbank Way, Springfield Park, Cheltenham, Gloucestershire, GL51 0LG Planning Application Reference: 09/00961/FUL Type of Project: Wind Turbine	Application Date: 2009-08-20 Planning Stage: Early Planning Detailed Plans Submitted Project Details: Scheme comprises installation of a wind turbine for Springbank Community Resource Centre and the installation of photovoltaic cells on the roof of the Centre. Approximate Grid Reference: 391829, 223661
5	4-5 km	S	Site Name: Leckhampton Lane, Shurdington, Tewkesbury, Cheltenham, Gloucestershire, GL51 4XP Planning Application Reference: 06/01370/FUL Type of Project: Wind Turbine	Application Date: 2006-12-15 Planning Stage: Early Planning Detailed Plans Submitted Project Details: Scheme comprises construction of domestic wind turbine attached to back of garage blade diameter 1.75m height to turbine. Approximate Grid Reference: 392752, 218794

This information is derived from planning data supplied by Glenigan, in some cases with further accuracy applied by Groundsure's experts. This search includes planning applications for single wind turbines only, within 5,000m of the property. This data is updated on a quarterly basis.

If the existence of a planning application, passed or refused, may have a material impact with regard to the decision to purchase the property, Groundsure recommends independent, thorough enquiries are made with the Local Authority. If any applications have been identified within this report, Groundsure have included the planning reference to enable further enquiries to be made.

Existing and agreed solar installations

There is an operational or planned solar photovoltaic farm or smaller installation located near the property.

Please note this will not include small domestic solar installations. See below for details on installed capacity, operating company and the status of the project on a given date.

ID	Distance	Direction	Address	Details	
2	2-3 km	N	Home Farm, Home Farm, Brockhampton Lane, Brockhampton, GL51 9RS	Contractor: Wirsol Energy LPA Name: Tewkesbury Borough Council Capacity (MW): 6.7	Application Date: 03/03/2015 Pre Consent Status: Operational Post Consent Status: Operational Date Commenced: 31/03/2017
4	3-4 km	W	Hayden Hill Fruit Farm, Hayden Hill Fruit Farm, Old Gloucester Road, Hayden, Cheltenham	Contractor: Blue Planet Solar LPA Name: Tewkesbury Borough Council Capacity (MW): 5	Application Date: 11/09/2015 Pre Consent Status: Planning Permission Refused Post Consent Status: Application Refused Date Commenced: -

The solar installation data is supplied by the Department for Business, Energy & Industrial Strategy and is updated on a monthly basis.

Proposed solar installations

There is a planning permission application relating to a solar farm or smaller installation near to the property.

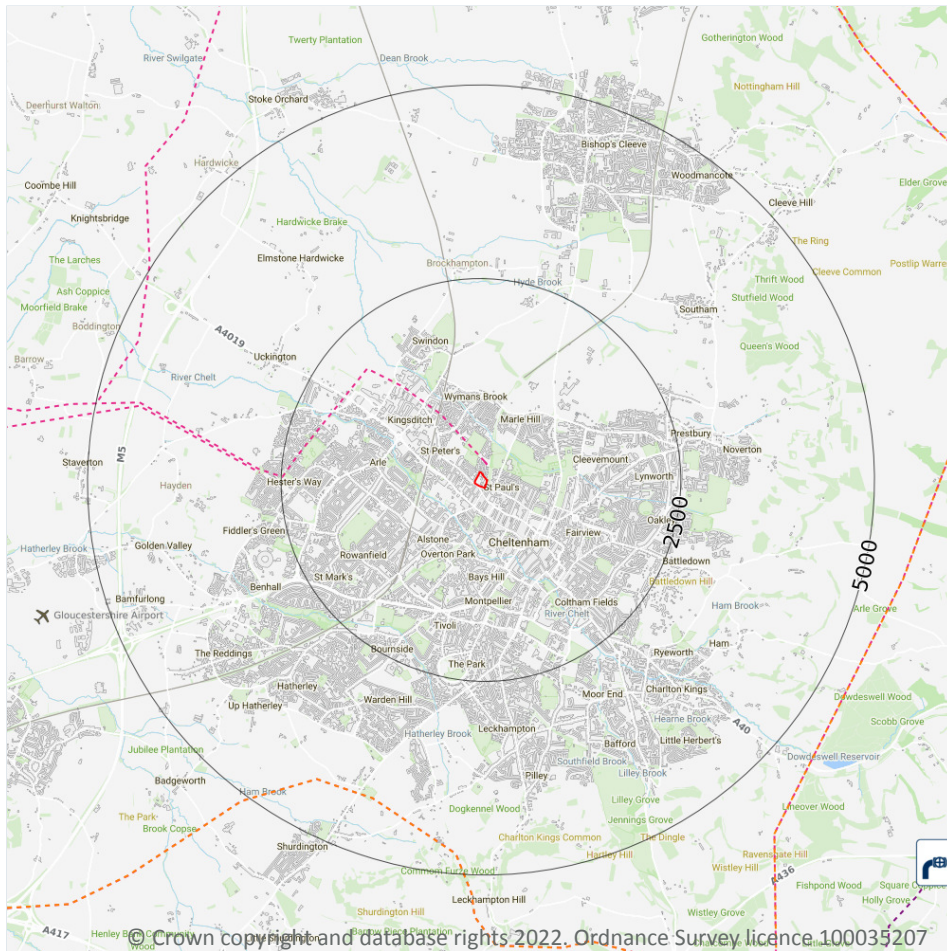
Please note this will not include small domestic solar installations and that one site may have multiple applications for different aspects of their design and operation. Also note that the presence of an application for planning permission is not an indication of permission having been granted. Please be aware that as the identified records are taken from a planning record archive, the proposals identified may have already been undertaken. See below for details of the proposals.

ID	Distance	Direction	Address	Details
3	3-4 km	S	Land East Of Farm Lane Leckhampton Cheltenham Gloucestershire, GL53 ONR	Applicant name: Gloucestershire County Council Application Status: - Application Date: 12/09/2020 Application Number: 20/01573/DEEM3

The data is sourced from public registers of planning information and is updated every two weeks.



Energy / Energy infrastructure



- Site Outline
- Search buffers in metres (m)
- Power stations
- Nuclear sites
- Gas sites
- Electricity substations
- Energy development projects
- Gas pipelines
- Electricity Lines
- Electricity Cable
- Electricity transmission lines and pylons

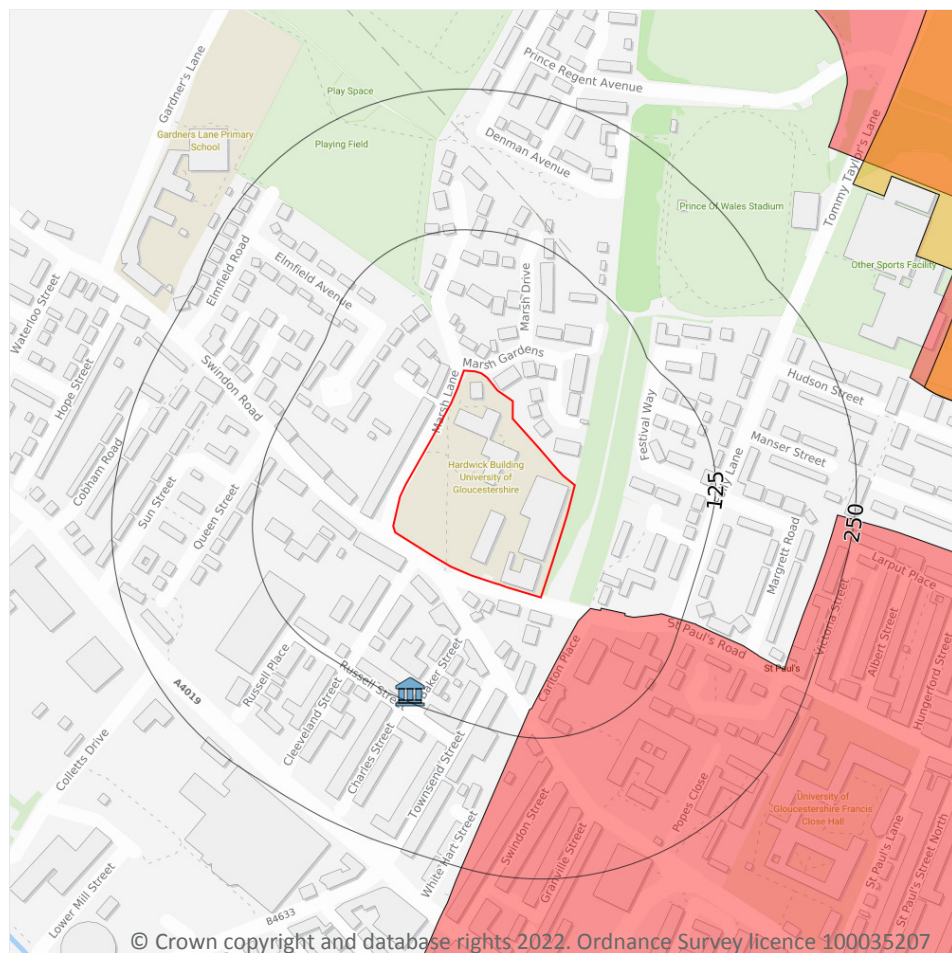
Electricity transmission lines and pylons

The nearest overhead transmission lines and/or pylon is located 125m from the property.

Overhead power transmission lines are known to emit electromagnetic fields (EMF). For further information on issues associated with transmission lines you may wish to contact the EMF Unit Public Information Line on 0845 7023270 or visit <http://www.emfs.info>. Guidance on electromagnetic fields resulting from transmission and distribution lines can also be found on the Public Health England (PHE) website.

This data is sourced from the National Grid. Groundsure provide the data for information only and do not make any judgment on the risks or otherwise of EMFs. However, if the existence of overhead power transmission may have a material impact with regard to the decision to purchase the property, Groundsure recommends contacting these organisations.

Planning constraints



- Site Outline
- Search buffers in metres (m)
- Listed buildings
- Certificates of immunity from listing
- Conservation areas
- National Parks
- Areas of Outstanding Natural Beauty
- Registered parks and gardens
- Scheduled Monuments
- World Heritage Sites
- Internationally important wetland sites (Ramsar Sites)
- Sites of Special Scientific Interest
- Designated Ancient Woodland
- Green Belt
- Local Nature Reserves
- Special Areas of Conservation
- National Nature Reserves
- Special Protection Areas (for birds)

Conservation Areas

Conservation Areas exist to protect special architecture and historic interest in an area. It may mean that the property is located in or close to a beautiful or architecturally interesting place to live. There may be extra planning controls restricting some development. This particularly applies to developing the outside of the building and any trees at the property.

Distance	Direction	Name	District
39 m	SE	Central	Cheltenham

This data is sourced from Local Authorities. For more information please see <https://historicengland.org.uk/listing/what-is-designation/local/conservation-areas/>.

Listed Buildings

The presence of listed buildings means there will be extra control over what changes can be made to that building's interior and exterior. If the property itself is a listed building, owners will need to apply for Listed Building Consent for most types of work that affect the 'special architectural or historic interest' of the property and the work approved may increase costs.

Distance	Direction	Name	Grade	Listed building reference number	Listed date
116 m	SW	Gas Green Baptist Church, St. Paul's, Cheltenham, Gloucestershire, GL51	II	1387818	14/12/1983

This data is sourced from Historic England. For more information please see <https://historicengland.org.uk/listing/the-list/>



Datasets searched

This is a full list of the data searched in this report. If we have found results of note we will state "Identified". If no results of note are found, we will state "Not identified". Our intelligent filtering will hide "Not identified" sections to speed up your workflow.

Contaminated Land	
Former industrial land use (1:10,560 and 1:10,000 scale)	Identified
Former tanks	Identified
Former energy features	Identified
Former petrol stations	Not identified
Former garages	Identified
Former military land	Not identified
Former landfill (from Local Authority and historical mapping records)	Not identified
Waste site no longer in use	Not identified
Active or recent landfill	Not identified
Former landfill (from Environment Agency Records)	Not identified
Active or recent licensed waste sites	Not identified
Recent industrial land uses	Identified
Current or recent petrol stations	Not identified
Dangerous or explosive sites	Not identified
Hazardous substance storage/usage	Not identified
Sites designated as Contaminated Land	Not identified
Historical licensed industrial activities	Not identified
Current or recent licensed industrial activities	Not identified
Local Authority licensed pollutant release	Not identified
Pollutant release to surface waters	Not identified
Pollutant release to public sewer	Not identified

Contaminated Land	
Dangerous industrial substances (D.S.I. List 1)	Not identified
Dangerous industrial substances (D.S.I. List 2)	Not identified
Pollution incidents	Identified
Superficial hydrogeology	
Aquifers within superficial geology	Identified
Superficial geology	Identified
Bedrock hydrogeology	
Aquifers within bedrock geology	Identified
Groundwater abstraction licences	Not identified
Bedrock geology	Identified
Source Protection Zones and drinking water abstractions	
Source Protection Zones	Not identified
Source Protection Zones in confined aquifer	Not identified
Drinking water abstraction licences	Not identified
Hydrology	
Water courses from Ordnance Survey	Not identified
Surface water abstractions	Not identified
Flooding	
Risk of flooding from rivers and the sea	Not identified

Flooding

Flood storage areas: part of floodplain	Not identified
Historical flood areas	Not identified
Areas benefiting from flood defences	Not identified
Flood defences	Not identified
Proposed flood defences	Not identified
Surface water flood risk	Not identified
Groundwater flooding	Not identified

Natural ground subsidence

Natural ground subsidence	Not identified
Natural geological cavities	Not identified

Non-natural ground subsidence

Coal mining	Not identified
Non-coal mining	Not identified
Mining cavities	Not identified
Infilled land	Not identified

Radon

Radon	Not identified
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Oil and gas

Oil or gas drilling well	Not identified
Proposed oil or gas drilling well	Not identified
Licensed blocks	Not identified
Potential future exploration areas	Not identified

Wind and solar

Wind farms	Not identified
Proposed wind farms	Not identified
Proposed wind turbines	Identified

Wind and solar

Existing and agreed solar installations	Identified
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Proposed solar installations	Identified
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Energy

Electricity transmission lines and pylons	Identified
---	------------

National Grid energy infrastructure	Not identified
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Power stations	Not identified
----------------	----------------

Nuclear installations	Not identified
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Large Energy Projects	Not identified
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Planning constraints

Sites of Special Scientific Interest	Not identified
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Internationally important wetland sites (Ramsar Sites)	Not identified
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Special Areas of Conservation	Not identified
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Special Protection Areas (for birds)	Not identified
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National Nature Reserves	Not identified
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Local Nature Reserves	Not identified
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Designated Ancient Woodland	Not identified
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Green Belt	Not identified
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World Heritage Sites	Not identified
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Areas of Outstanding Natural Beauty	Not identified
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National Parks	Not identified
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Conservation Areas	Identified
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Listed Buildings	Identified
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Certificates of Immunity from Listing	Not identified
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Scheduled Monuments	Not identified
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Registered Parks and Gardens	Not identified
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Contaminated Land Assessment Methodology and Limitations

Our risk assessment methodology and limitations can be found at [Risk Assessment methodology and Limitations - Groundsure](#)

Flood information

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

Risk of flooding from rivers and the sea

This is an assessment of flood risk for England and Wales produced using local data and expertise, provided by the Environment Agency (RoFRaS model) and Natural Resources Wales (FRAW model). It shows the chance of flooding from rivers or the sea presented in categories taking account of flood defences and the condition those defences are in. The model uses local water level and flood defence data to model flood risk.

The categories associated with the Environment Agency and Natural Resources Wales models are as follows:

RoFRaS (rivers and sea) and FRAW (rivers):

Very Low - The chance of flooding from rivers or the sea is considered to be less than 1 in 1000 (0.1%) in any given year.

Low - The chance of flooding from rivers or the sea is considered to be less than 1 in 100 (1%) but greater than or equal to 1 in 1000 (0.1%) in any given year.

Medium - The chance of flooding from rivers or the sea is considered to be less than 1 in 30 (3.3%) but greater than 1 in 100 (1%) in any given year.

High - The chance of flooding from rivers or the sea is considered to be greater than or equal to 1 in 30 (3.3%) in any given year.

FRAW (sea):

Very Low - The chance of flooding from the sea is considered to be less than 1 in 1000 (0.1%) in any given year.

Low - The chance of flooding from the sea is considered to be less than 1 in 200 (0.5%) but greater than or equal to 1 in 1000 (0.1%) in any given year.

Medium - The chance of flooding from the sea is considered to be less than 1 in 30 (3.3%) but greater than 1 in 200 (0.5%) in any given year.

High - The chance of flooding from the sea is considered to be greater than or equal to 1 in 30 (3.3%) in any given year.

Historic flood events

Over 86,000 events are recorded within this database. This data is used to understand where flooding has occurred in the past and provides details as available. Absence of a historic flood event for an area does not mean that the area has never flooded, but only that Environment Agency/Natural Resources Wales do not currently have records of flooding within the area. Equally, a record of a flood footprint in previous years does not mean that an area will flood again, and this information does not take account of flood management schemes and improved flood defences.

Surface water flooding

Ambiantal Risk Analytics surface water flood map identifies areas likely to flood following extreme rainfall events, i.e. land naturally



vulnerable to surface water or “pluvial” flooding. This data set was produced by simulating 1 in 30 year, 1 in 100 year, 1 in 250 year and 1 in 1000 year rainfall events. Modern urban drainage systems are typically built to cope with rainfall events between 1 in 20 and 1 in 30 years, though older ones may even flood in a 1 in 5 year rainstorm event.

Proposed flood defences

The data includes all Environment Agency/Natural Resources Wales's projects over £100K that will change or sustain the standards of flood defence in England and Wales over the next 5 years. It also includes the equivalent schemes for all Local Authority and Internal Drainage Boards.

Flood storage areas

Flood Storage Areas may also act as flood defences. A flood storage area may also be referred to as a balancing reservoir, storage basin or balancing pond. Its purpose is to attenuate an incoming flood peak to a flow level that can be accepted by the downstream channel. It may also delay the timing of a flood peak so that its volume is discharged over a longer time interval. These areas are also referred to as Zone 3b or 'the functional floodplain' and has a 5% or greater chance of flooding in any given year, or is designed to flood in the event of an extreme (0.1%) flood or another probability which may be agreed between the Local Planning Authority and Environment Agency/Natural Resources Wales, including water conveyance routes. Development within Flood Storage Areas is severely restricted.

Groundwater flooding

Groundwater flooding is flooding caused by unusually high groundwater levels. It occurs as excess water emerging at the ground surface or within underground structures such as basements. Groundwater flooding tends to be more persistent than surface water flooding, in some cases lasting for weeks or months, and it can result in significant damage to property. This risk assessment is based on a 5m Digital Terrain Model (DTM) and 1 in 100 year and 1 in 250 year return periods.

Conservation Area data limitations

Please note the Conservation Area data is provided by Historic England and may be incomplete. We recommend reviewing your local search for confirmation.

Subsidence data limitations

The natural ground subsidence assessment is based on the British Geological Survey's GeoSure data. GeoSure is a natural ground stability hazard susceptibility dataset, based on the characteristics of the underlying geology, rather than an assessment of risk. A hazard is defined as a potentially damaging event or phenomenon, where as a risk is defined as the likelihood of the hazard impacting people, property or capital. The GeoSure dataset consists of six data layers for each type of natural ground subsidence hazard. These are shrink-swell clay, landslide, compressible ground, collapsible ground, dissolution of soluble rock and running sand. Each hazard is then provided with a rating on its potential to cause natural ground subsidence. This rating goes from A-E, with A being the lowest hazard, E being the highest. Groundsure represent full GeoSure data as either Negligible (ratings of A), Very Low (ratings of B), Low (C), Moderate (D) or High (E). Where GeoSure Basic is instead used, ratings are displayed as Negligible-Very Low (A or B ratings), Low (C) or Moderate-High (D or E). The GeoSure data only takes into account the geological characteristics at a site. It does not take into account any additional factors such as the characteristics of buildings, local vegetation including trees or seasonal changes in the soil moisture content which can be related to local factors such as rainfall and local drainage. These factors should be considered as part of a structural survey of the property carried out by a competent structural surveyor. For more information on the “typical safe distance” trees should be from a property please see this guide: <https://www.abi.org.uk/globalassets/sitecore/files/documents/publications/public/migrated/home/protecting-your-home-from-subsidence-damage.pdf>

Conveyancing Information Executive and our terms & conditions

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- Compliance with the Conveyancing Information Executive Standards will be a condition within the Conveyancing Information Executive Member's Terms and Conditions.
- Conveyancing Information Executive Members will promote the benefits of and deliver the Search to the agreed standards and in the best interests of the customer and associated parties.

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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 Standards.

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- acknowledge it within 5 working days of receipt
- normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
- liaise, at your request, with anyone acting formally on your behalf

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Operations Director, Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: info@groundsure.com If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk We will co-operate fully with the Ombudsman during an investigation and comply with their final decision.

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APPENDIX 4

Gas Distribution Network Enquiry

**Company Address**

Wales and West Utilities Ltd,
Wales and West House,
Spooner Close, Celtic,
Springs, Coedkernew,
Newport, NP10 8FZ

Our Ref: 33218494 HCRLAW-LIVE.FID12516271

Thursday, 25 April 2024

Greg McBride
Unit 13 14 King Square
Bristol
BST
BS2 8JH

Dear Greg McBride

Thank you for contacting us regarding Wales & West Utilities equipment at the above site.

I enclose an extract from our mains records of the area covered by your proposals together with a comprehensive list of General Conditions for your guidance. This information is given as a general guide and its accuracy cannot be guaranteed. Service pipes, valves, syphons, stub connections, etc., are not shown but their presence should be anticipated.

Where the Wales & West Utilities (WWU) plan includes a warning label about our higher pressure apparatus you must contact the WWU dig team for further guidance. If it is deemed that a site visit is required for this location we require a minimum of 10 days' notice to arrange a site visit for our engineers to give further guidance. Depending upon the nature of the works the site visit may be deemed chargeable.

No liability of any kind whatsoever is accepted by Wales and West Utilities (WWU), its agents or servants for any error or omission. Please note that all WWU equipment on site should be assumed to be LIVE until proven otherwise.

Safe digging practices, in accordance with HS(G)47, Avoiding Danger from underground services must be used to verify and establish the actual position of mains, pipes, services and other apparatus on site before any mechanical plant is used. It is your responsibility to ensure that this information is provided to all persons (either direct labour or contractors) working for you on or near gas apparatus. Safe working procedures should be defined and practiced.

WWU reserves its position completely to enforce the terms of any easement against the landowner, even if this results in any planning permission granted not being able to be fully implemented.

Wales & West Utilities have no planning objections to these proposals, although it should be noted that Wales & West's apparatus is held pursuant to easements and it has other private law rights in relation to the use of the land in the vicinity of its apparatus. Wales & West's private law land rights are not material planning considerations and therefore no comment is made in relation to those rights and they have no impact on whether or not planning permission should be granted, or whether, if permission is granted, it can lawfully be implemented. It should also be noted that Wales & West's apparatus may be at risk during construction works and should the planning application be approved, then we require the promoter of these works to contact us directly to discuss our requirements in detail. Should diversion works be required these will be fully chargeable.

You must not build over any of our plant or enclose our apparatus.

Where diversions to WWU apparatus are needed to allow change to occur on site, the cost of these alterations may be charged to the persons responsible for the works.

**Company Address**

Wales and West Utilities Ltd,
Wales and West House,
Spooner Close, Celtic,
Springs, Coedkernew,
Newport, NP10 8FZ

If you have requested a new connection the WWU connections team will where necessary prepare detailed proposals and provide a quotation for any necessary alterations and/or development of our equipment on the site.

If you require advice in connection with your proposals please contact the relevant number below.

Yours sincerely,
WWU Dig Team

Gas Emergency Number:

In an emergency call 0800 111 999, 24 hours a day.

Mapping Enquiries:

If you have an enquiry relating to this letter or the attached map plan, please contact us using the following information:

Telephone	02920 278912
Email	dig@wwutilities.co.uk

General Enquiries:

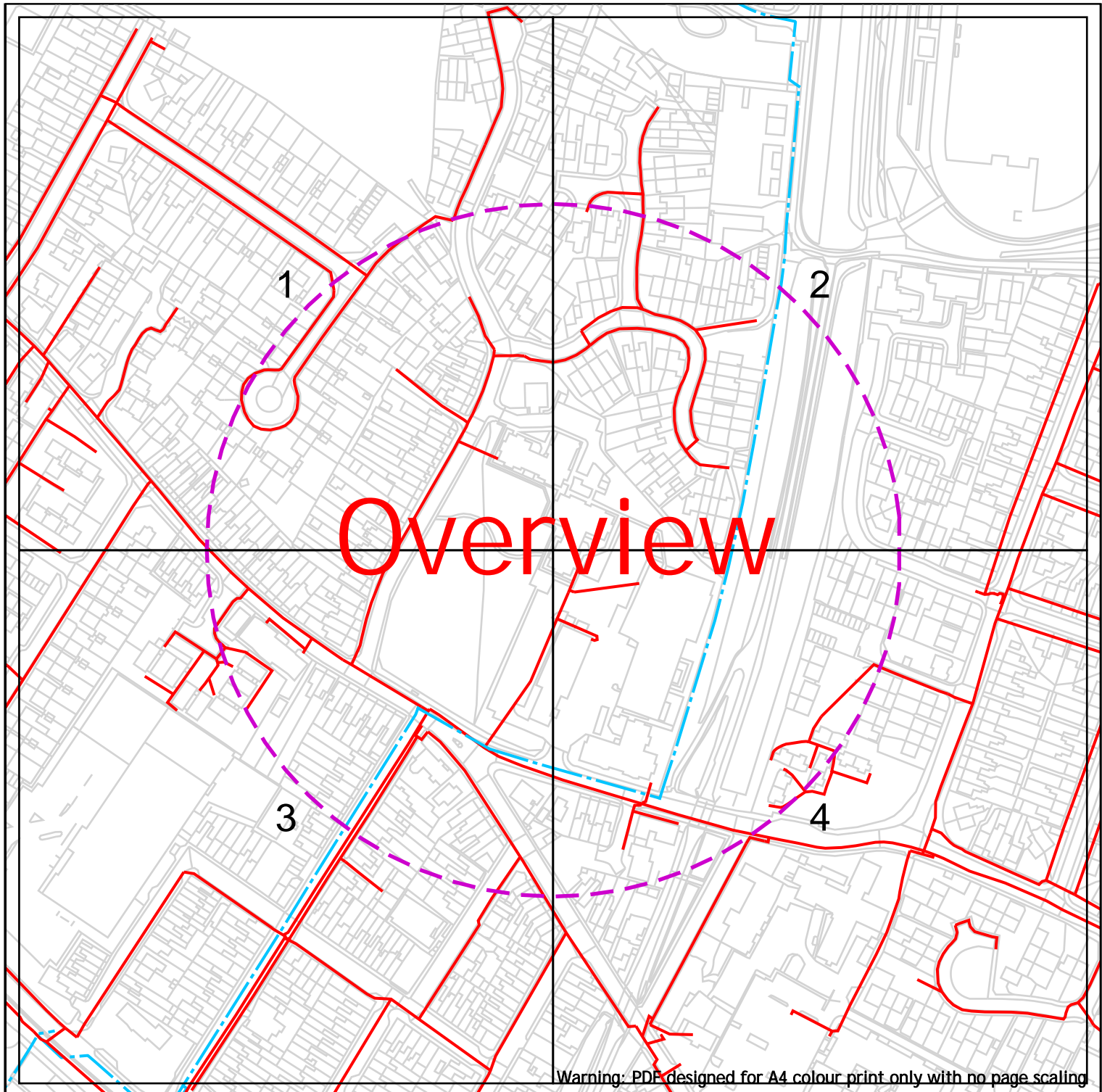
If you have a general enquiry, please call us on the following number

All areas	0800 912 29 99
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LinesearchbeforeUdig:

If you have an enquiry relating to the use of the LinesearchbeforeUdig website please contact LinesearchbeforeUdig using the following information:

Telephone	0845 437 7365
Email	enquiries@linesearchbeforeudig.co.uk
Website	www.linesearchbeforeudig.co.uk



Warning: PDF designed for A4 colour print only with no page scaling



Contact Us

Mapping Enquiries:

All areas 02920 278 912

General Enquiries:

All areas 0800 912 2999

Dig Sites

Area:

Line:

- Low Pressure (LP) 21mbar – 75mbar
- Medium Pressure (MP) 350mbar – 2bar
- Intermediate Pressure (IP) 2bar – 7bar
- High Pressure (HP) >7bar



Change of Diameter



End Cap



Depth of cover



Line/Fire Valve



Governor Station

EXTREME CAUTION.
Major Accident Hazard Pipeline in Vicinity
RISK OF DEATH OR SERIOUS INJURY
Prior to excavation starting you must contact the plant protection team on 02920 278912

IMPORTANT NOTICES

- This information is given as a guide only and its accuracy cannot be guaranteed
- The plan only shows those pipes owned by Wales & West Utilities (WUU) as its role as a licensed Gas Transporter
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Report damage immediately – KEEP EVERYONE AWAY FROM THE AREA
0800 111 999

Date Requested: 25/04/2024
Job Reference: 33218494
Site Location: 394331 223368
Requested by: Mr Greg McBride

Your Scheme/Reference: HCRLAW-LIVE.FID12516271

Scale: 1:2563 (When plotted at A4)

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Smell gas?
Call the Gas Emergency Service on
0800 111 999.

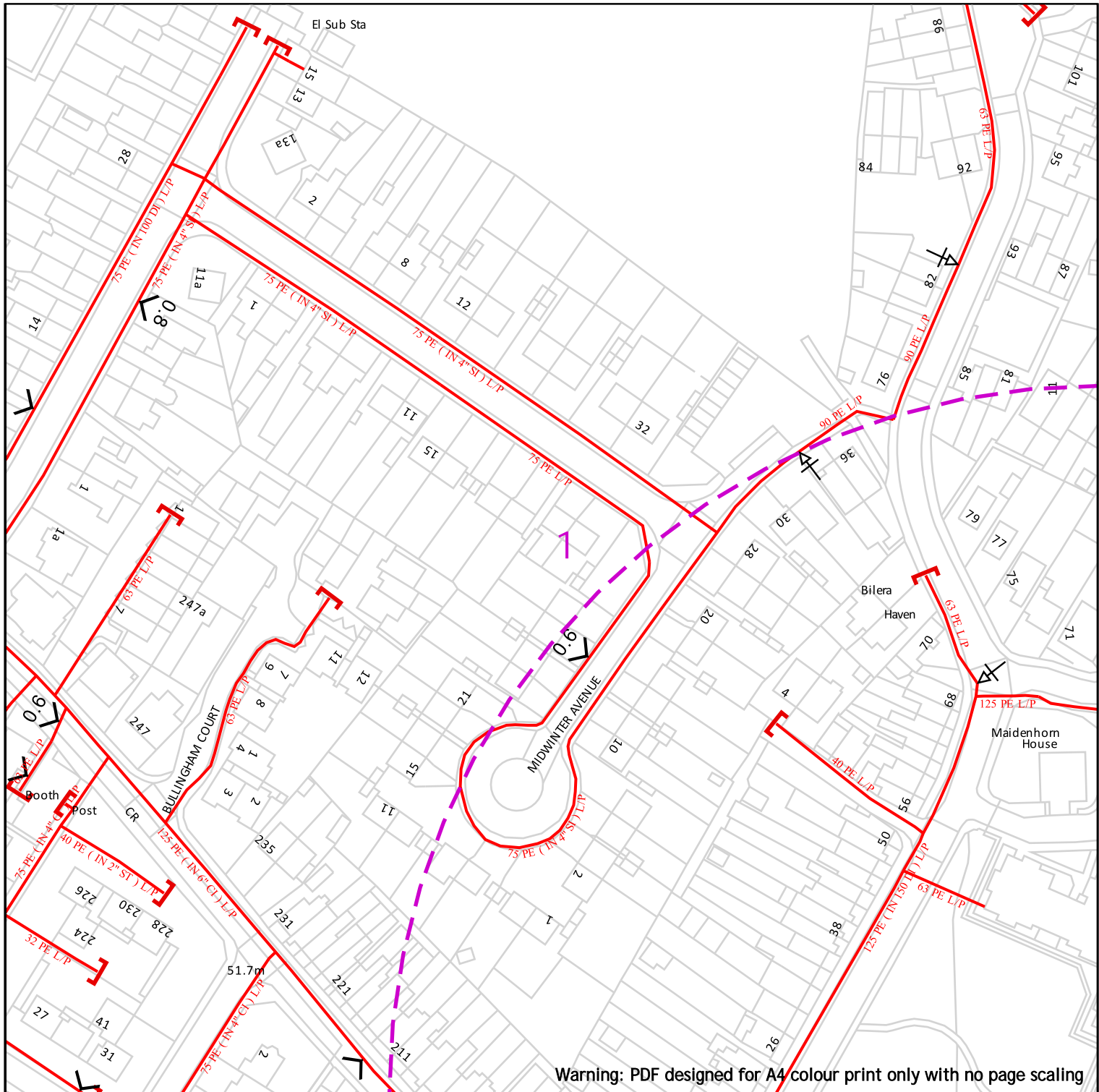
Dial
before
you dig

We need
10 days'
notice

Dial
Call **029 2027 8912**
before you start work.

Investigate
Before you dig, make sure
you know what's below.

Go ahead
Done your research?
Now you can dig safely.



Contact Us

Mapping Enquiries:

All areas 02920 278 912

General Enquiries:

All areas 0800 912 2999

Dig Sites

Area:

Line:

- Low Pressure (LP) 21mbar – 75mbar
- Medium Pressure (MP) 350mbar – 2bar
- Intermediate Pressure (IP) 2bar – 7bar
- High Pressure (HP) >7bar



Change of Diameter



End Cap



Depth of cover



Line/Fire Valve



Governor Station

EXTREME CAUTION.
Major Accident Hazard Pipeline in Vicinity
RISK OF DEATH OR SERIOUS INJURY
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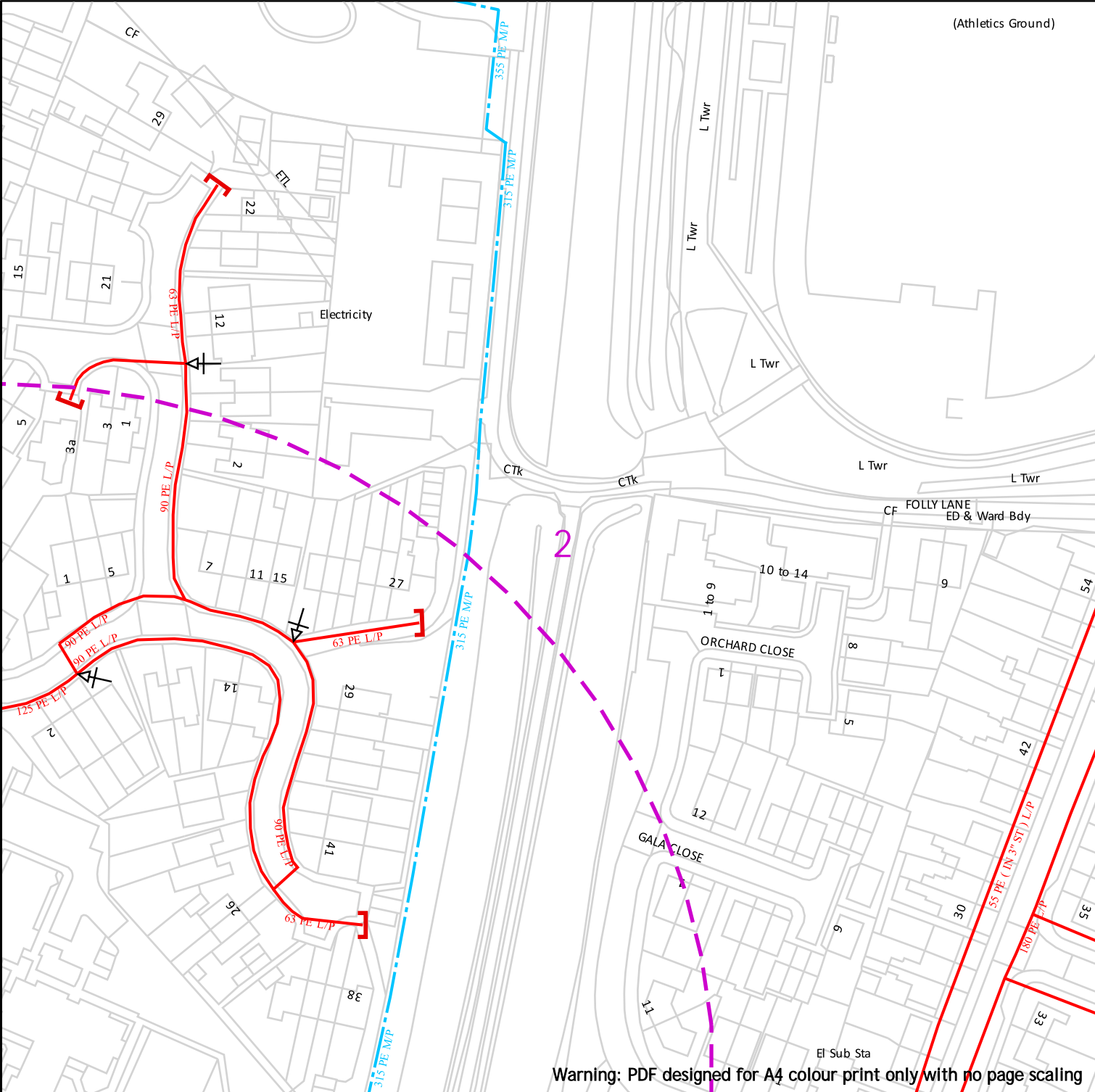
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Depth of cover

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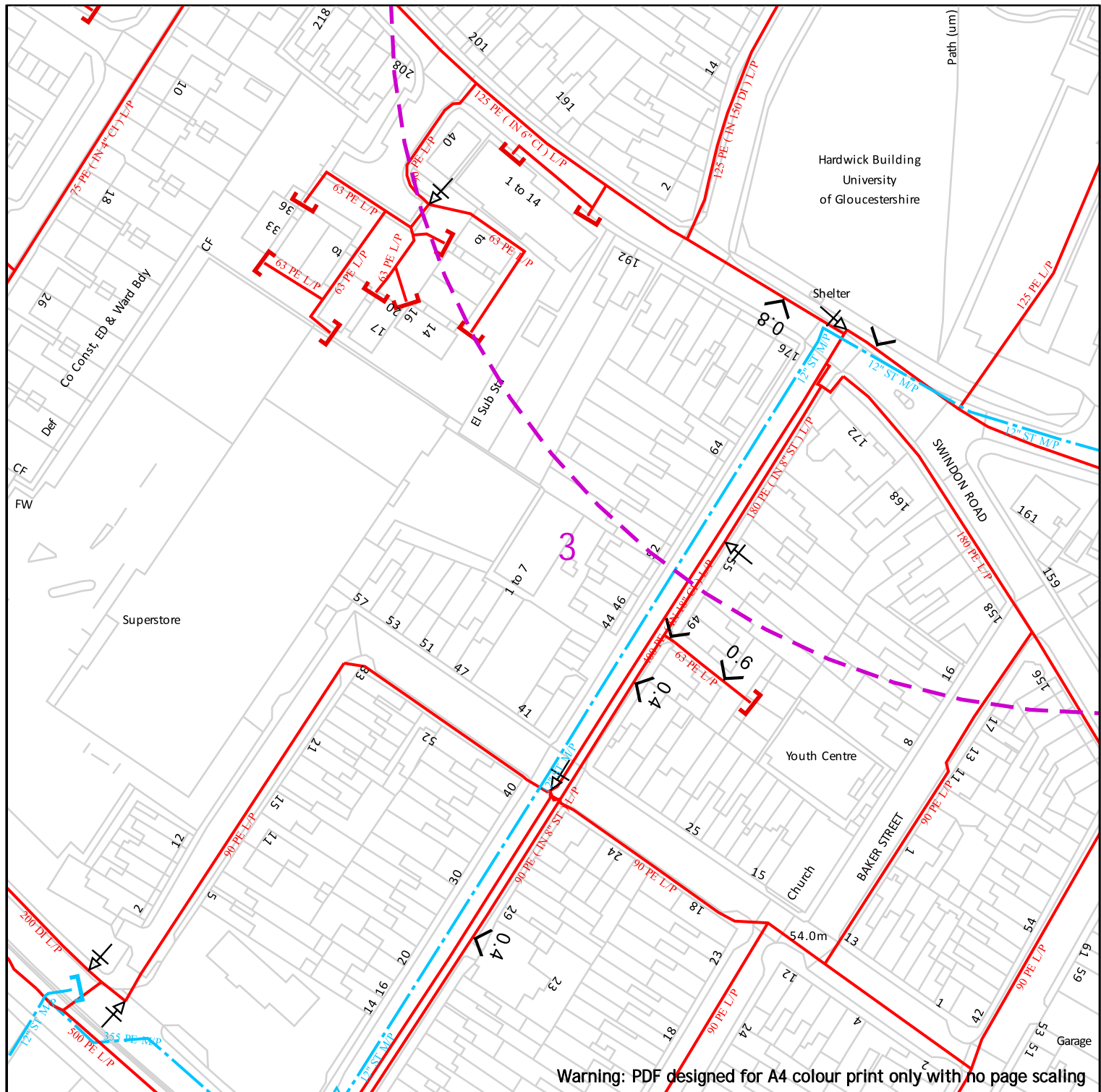
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Change of Diameter



End Cap



Depth of cover



Line/Fire Valve



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Date Requested: 25/04/2024

Job Reference: 33218494

Site Location: 394331 223368

Requested by: Mr Greg McBride

Your Scheme/Reference: HCRLAW-LIVE.FID12516271

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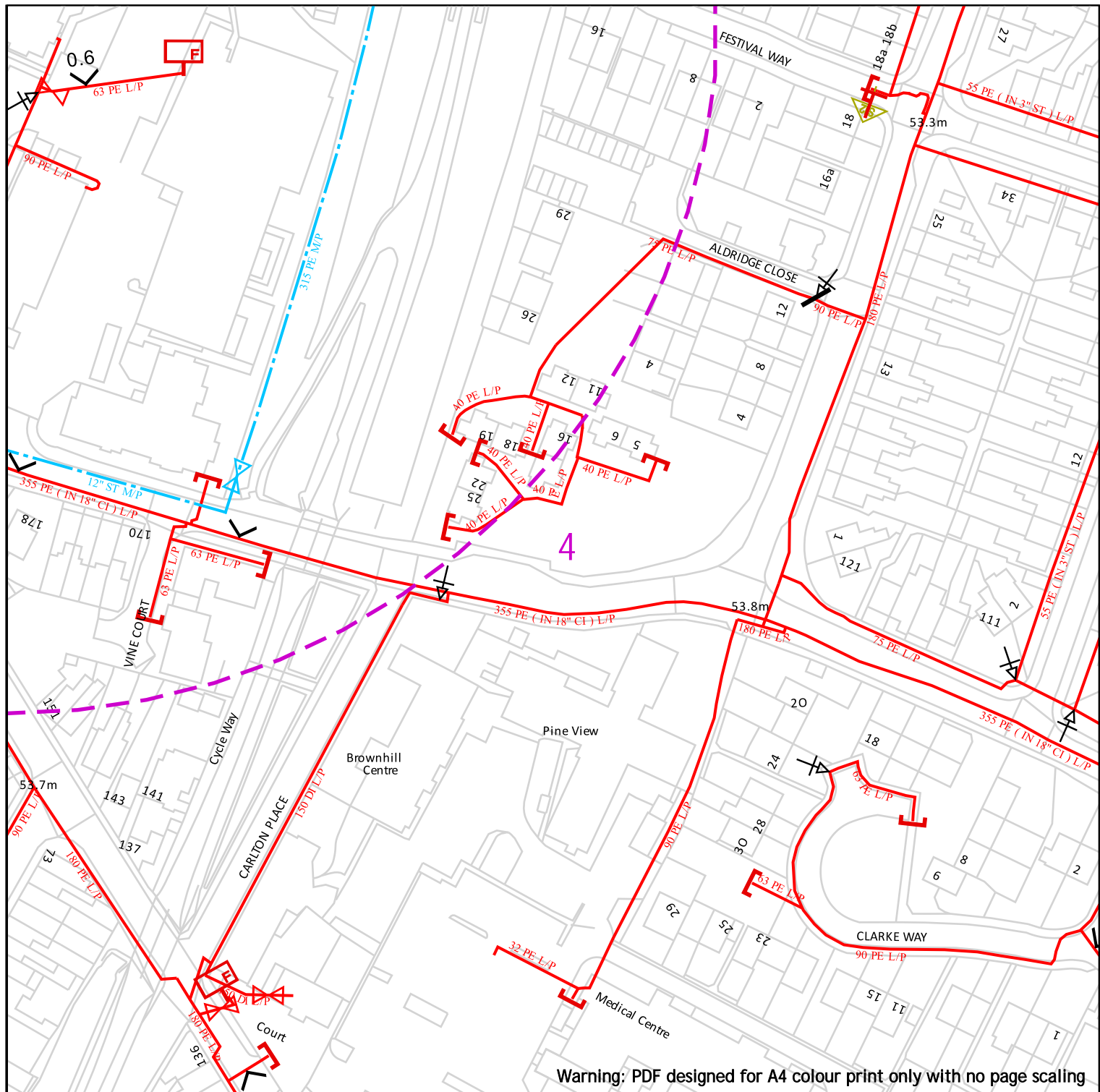
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Governor Station

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APPENDIX 5

CON29DW – Drainage & Water

Greg McBride

UNIT 14 14 KING SQUARE
BRISTOL
BS2 8JH

Order Date: **Wednesday, 11 May 2022**
Order No: **60184420**
Customer Ref: **HCRLAW-LIVE.FID569546**

Severn Trent Searches has carried out enquiries into the following property, in line with its published terms of sale upon request from Greg McBride

Hardwick Sports Centre
St Pauls Road
CHELTENHAM
GL50 4BS

CON29DW Commercial Drainage and Water Report

The Search Report on the above property was completed on 12 May, 2022 by Marie Freer, a technician employed by Severn Trent Searches.

This report should only be used for individual property transactions where the intended use of the property is:

- not as a single, residential, domestic property: or
- not land or buildings being, or to be developed as a single, residential, domestic property

Should this report be used for any other purpose; the Company's liability, as detailed in Appendix 3 will not apply.

On receipt of this document you have accepted the Terms and Conditions (see Appendix 3).

From 1st October 2011 ownership of private sewers and lateral drains changed in accordance with The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011. The contents of this search reflect these changes.

For further information please visit: www.severntrentsearches.com/category/sewer-transfer/

In the event of any queries about the preparation of this Search Report, enquiries should be directed to:

enquiries@severntrentsearches.com

Or the Customer Service Manager, Severn Trent Searches at the address below.

Severn Trent Searches
PO Box 10155
Nottingham
NG1 9HQ
Tel: 0115 971 3550

or

Severn Trent Searches
DX 723860
Nottingham 43



For further information about our products and services please visit:

www.severntrentsearches.com

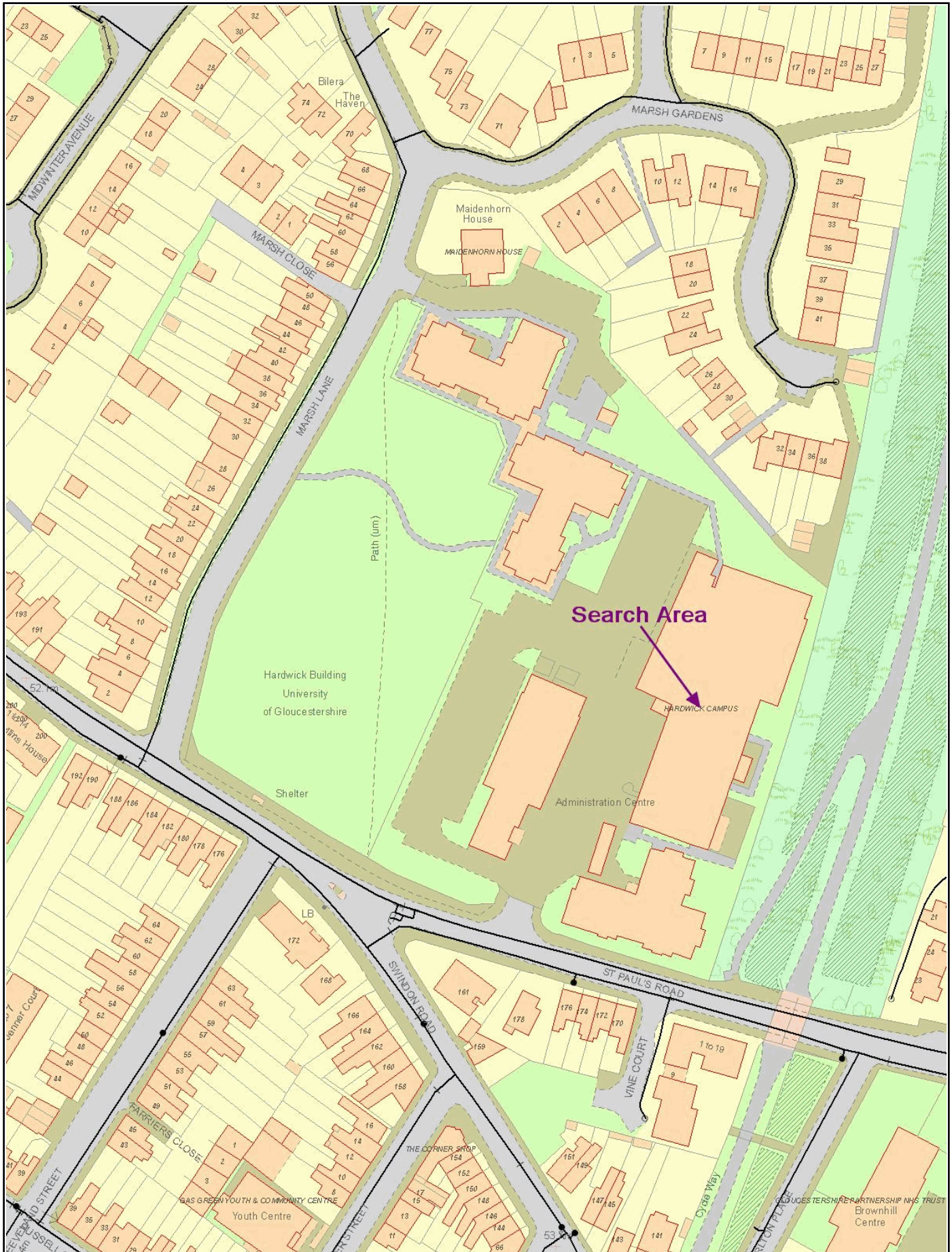
Question	Answer
Maps	
1.1 Where relevant, please include a copy of an extract from the public sewer map.	Map Provided
1.2 Where relevant, please include a copy of an extract from the map of waterworks.	Map Provided
Drainage	
2.1 Does foul water from the property drain to a public sewer?	Yes
2.2 Does surface water from the property drain to a public sewer?	Yes
2.3 Is a surface water drainage charge payable?	See Details
2.4 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	Yes
2.4.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?	No
2.5 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	Yes
2.5.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres of any buildings within the property?	Yes
2.6 Are any sewers or lateral drains serving, or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No
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?	No
2.8 Is the building which is or forms part of the property at risk of internal flooding due to overloaded public sewers?	No
2.9 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	See Details
Water	
3.1 Is the property connected to mains water supply?	Yes
3.2 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	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?	No
3.4 Is the property at risk of receiving low water pressure or flow?	No
3.5 What is the classification of the water supply for the property?	See Details
3.6 Is there a meter installed at this property?	Yes
3.7 Please include details of the location of any water meter serving the property.	See Details
Charging	
4.1.1 Who is responsible for providing the sewerage services for the property?	See Answer
4.1.2 Who is responsible for providing the water services for the property?	See Answer
4.2 Who bills the property for sewerage services?	See Details
4.3 Who bills the property for water services?	See Details
Additional	
5.1 Is there a Consent to discharge Trade Effluent under S118 of the Water Industry Act, 1991 into the public sewer?	No Consent
6.1 Is there a wayleave/easement agreement giving the Sewerage and/or Water Undertaker the right to lay or maintain assets or right of access to pass through private land in order to reach the Company's assets?	Currently Unavailable
6.2 On the copy extract from the public sewer map, please show manhole cover, depth and invert levels where the information is available.	Currently Unavailable

SEWER RECORD Hardwick Sports Centre, St Pauls Road, CHELTENHAM, GL50 4BS



1. Do not scale off this Map. This Map is furnished as a general guide and no warranty as to its correctness is given or implied. This Map must not be relied upon in the event of any development or works in the vicinity of Severn Trent Water's assets. 2. On 1 October 2011 most private sewers and private lateral drains transferred to the ownership of Water Companies. Severn Trent Water does not possess complete records of these assets. These assets may not be displayed on this map. 3. Reproduction by permission of Ordnance Survey on behalf of HMSO. © Crown Copyright and database right 2022. All rights reserved. Ordnance Survey licence number 0100031673. Document users other than Severn Trent Water business users are advised that this document is provided for reference purpose only and is subject to copyright, therefore, no further copies should be made from it.

WATER RECORD Hardwick Sports Centre, St Pauls Road, CHELTENHAM, GL50 4BS



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MAP KEYS

Sewer Record

	Public Combined Gravity Sewer
	Public Foul Gravity Sewer
	Public Surface Water Gravity Sewer
	Combined Use Pressurised Sewer
	Foul Use Pressurised Sewer
	Surface Water Pressurised Sewer
	Abandoned Gravity Sewer
	Private Gravity Sewer
	Section 104 Gravity Sewer
	Transferred Gravity Sewer
	Highway Drain (Not STW)
	Vent Column
	Waste Water Storage
	Culverted Watercourse (Not STW)
	Protective Strip
	Sewage Pumping Facility
	Sewage Facility Connection Inlet / Outlet

	Hydrobrake
	Lamphole
	Outfall
	Overflow
	Penstock
	Petrol Interceptor
	Sewage Treatment Works
	Sewer Blockage
	Sewer Collapse
	Sewer Chemical Injection Point
	Sewer Junction

	Sewerage Air Valve
	Sewerage Hatch Box Point
	Sewerage Isolation Valve
	Soakaway
	Surface Water Manhole
	Blind Shaft
	Combined Use Manhole
	Disposal Site
	Flushing Chamber
	Foul Use Manhole
	Grease Trap
	Head Node

Notes

The majority of private gravity sewers and lateral drains shown in magenta transferred into public ownership in October 2011, providing they met the relevant criteria. Please note that private pressurised sewers and drains within the boundary of the property they serve remain private. Sewers shown in green which remain the subject of an adoption agreement under Section 102 or 104 of the Water Industry Act (1991) are not the responsibility of the Sewerage Undertaker. Please refer to response to Question 2.6 in search report to check current status of the sewers. All Sewers that have been transferred to the Sewerage Undertaker after 1st October 2011, which they have a record of but have not surveyed and confirmed, are shown in orange. Please note, the full extent and route of these sewers may not be plotted on the sewer map. By October 1st 2016 any private pumping station and associated apparatus serving a lateral drain or sewer which was operational before July 1st 2011 will have transferred over to the Sewerage Undertaker's responsibility and become a public asset (subject to any appeals).

Water Record

	Distribution Main		Pumping Facility		Water Isolation Valve (Closed)		Change in Characteristic
	Trunk Main (local/primary)		Booster Facility		Water Isolation Valve (Open)		Marker Post
	Strategic Main		Potable Water Storage		Water Isolation Valve (Partially Open)		Cable Junction
	Fire Supply Main		Water Tower		Water Air Valve		Anode
	Fire Main		Well / Borehole		Pressure Reducing Valve		Boundary Box
	Non-Domestic Customer Service Pipe		Intake		Pressure Sustaining Valve		Stop Tap
	Domestic Customer Service Pipe		Water Treatment Works / Chamber		Non-Return Valve		Cross Piece
	Abandoned Main		Draw-off Tower		Float Valve		Strainer
	Elevated Main		Bowser Point		Hydrant (Single/Double)		Listening Post
	Aqueduct		Water Facility Connection		Washout (Single/Double)		Revenue Meter
	Duct		Pipe Support Structure		Bulk Meter		Housing, Building
	Pre-1937 Properties		Open Pipe		Water Hatch Box		Housing, Kiosk
	SSSI Area		Discharge		Pressure Tapping		Housing, Other
	Protective Strip		End Cap		Insertion Flow Meter Point		Quality Sample Point

For a detailed glossary of the above terminology please visit:

www.severntrentsearches.com/glossary

Question 1.1**Q1.1**

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

Map Provided

A copy of an extract from the public sewer map is included in which the location of the property is identified.

Guidance Notes

Pipes that are shown on the public sewer map as sewers, disposal mains or lateral drains are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991. The Sewerage Undertaker is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only. Sewers or lateral drains indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an "as constructed" record. It is recommended that these details are checked with the developer. Please note that following the private sewer transfer on October 1st 2011 there may be additional public assets other than those indicated on the map. Particular attention should be paid to public pumping stations (indicated on the plan by a black triangle) which will have associated pressurised sewers serving the pumping station which may not be plotted on the sewer plan even if they have transferred into public ownership. Assets other than public sewers, disposal mains or lateral drains may be shown on the copy extract, for information.

Question 1.2**Q1.2**

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

Map Provided

A copy of an extract from the map of waterworks is included in which the location of the property is identified.

Guidance Notes

Pipes that are shown on the map of waterworks as water mains, resource mains or discharge pipes are defined as those for which a Water Undertaker holds statutory responsibility under the Water Industry Act 1991. Assets other than water mains, resource mains or discharge pipes may be shown on the plan, for information only. Water Undertakers are not responsible for private water mains or private service pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. The extract of the map of waterworks shows water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.

Question 2.1**Q2.1****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.

Yes

Guidance Notes

The connection status of the property is based on information held on the records by the responsible water company. Sewerage Undertakers are not responsible for any private drains and private sewers that do not connect the property to the public sewerage system, and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users, if the property is served by a private sewer which also serves other properties but does not connect into the public system. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

Question 2.2**Q2.2****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.

Yes

Guidance Notes

The connection status of the property is based on information held on the records by the responsible water company. Sewerage Undertakers are not responsible for private drains and private sewers that do not connect the property to the public sewerage system and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility, with other users, if the property is served by a private sewer which also serves other properties but does not connect into the public sewerage system. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. In some cases, Sewerage Undertaker records do not distinguish between foul and surface water connections to the public sewerage system. If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the sewerage retailer.

Question 2.3**Q2.3****Is a surface water drainage charge payable?**

Records indicate that a surface water drainage charge is applicable at this property.

See Details

Guidance Notes

Any applicable surface water charge may be raised by the current sewerage retailer. However, if upon inspection the property owner believes that surface water does not drain to the public sewerage system, application can be made to the sewerage retailer to end surface water charges.

Question 2.4**Q2.4****Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?****Yes**

The public sewer map included indicates that there is a public sewer, disposal main, lateral drain or other public sewer asset within or close to the boundaries of the property. Please note, from 1st October 2011 it is likely there is additional lateral drains and/or public sewers which are not recorded on the public sewer map but which may prevent or restrict development of the property. Please see Appendix 3 for details.

Guidance Notes

The approximate boundary of the property has been determined by reference to the Ordnance Survey record. Please note that following the private sewer transfer on October 1st 2011 the majority of private sewers and lateral drains connected to the public network as of 1st July 2011 transferred into public ownership and therefore there may be additional public assets within or close to the boundary which may not be shown on the public sewer plan. Please see Appendix 3 for further details. The presence of public asset 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 sewerage undertaker's Build Over department. The sewerage undertaker has a legal right of access to carry out work on its assets, subject to notice. This may result in employees of the Company or its contractors needing to enter the property to carry out work.

Question 2.4.1**Q2.4.1****Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?****No**

The public sewer map does not indicate a public pumping station or other ancillary apparatus within the boundaries of the property. However, as of 1st October 2016, any pumping station that was constructed prior to 1st July 2011 and serves more than one property will become the responsibility of the sewerage undertaker. Although the sewerage undertaker has no record of any pumping station at this property there may be pumping stations which meet the adoption criteria which they are not aware of and are not recorded on the public sewer map.

Guidance Notes

The approximate boundary of the property has been determined by reference to the Ordnance Survey record. Please note that privately owned pumping stations built prior to 1st July 2011 which serve more than one property and pump to the existing public sewer are eligible for transfer into public ownership as of 1st October 2016. Pumping stations that serve a single property but sit outside the curtilage of that property will also be eligible for transfer. Please see Appendix 3 for further details. Any other ancillary apparatus is shown on the public sewer map and is referenced on the map key. A full glossary is also available on our website at www.severntrentsearches.com/glossary/

Question 2.5**Q2.5****Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?****Yes**

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

Guidance Notes

The public sewer map shows the location of public sewers. Please note that from 1st October 2011, private sewers and lateral drains connected to the public network as of 1st July 2011 transferred into public ownership and from that date there may be public sewers closer to the property than those shown on the map. The presence of a public foul sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the Local Authority requiring a property to be connected to the public foul sewer. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public foul sewer.

Question 2.5.1**Q2.5.1****Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres of any buildings within the property?****Yes**

The public sewer map indicates that there is a public pumping station or other ancillary apparatus within 50m of a building within the property.

Guidance Notes

The public sewer map shows the location of public pumping stations, pressurised mains and other ancillary apparatus. The sewerage undertaker is responsible for the operation, maintenance, repair and upgrade of public pumping stations. This means the sewerage undertaker will pay the electricity bills, respond to any issues with the station, and will undertake proactive maintenance to the site. Pumping stations also have pressurised sewers associated with them and these may not always be plotted on the public sewer map if they were previously private. The presence of a pumping station, pressurised rising main or other ancillary apparatus may restrict further development. If there are plans to develop the property further enquiries should be made to the sewerage undertaker's Build Over department. Any other ancillary apparatus is shown on the public sewer map and is referenced on the map key. A full glossary is also available on our website at www.severntrentsearches.com/glossary/.

Question 2.6**Q2.6**

Are any sewers or lateral drains serving, or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?

No

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

Guidance Notes

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. Further details can be found in Appendix 2. Buyers should consult with the current owner to ascertain the extent of their liability for privately held assets.

Question 2.7**Q2.7**

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?

No

There are no 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. However, the Sewerage Undertaker might not be aware of a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain.

Guidance Notes

Buildings or extensions erected over a public sewer, disposal main or lateral drain in contravention of building controls or which conflict with the provisions of the Water Industry Act 1991, may have to be removed or altered. 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 there may therefore be formerly private sewers and lateral drains which will have been built over. Please visit www.severntrentsearches.com/category/sewer-transfer for further information.

Question 2.8**Q2.8**

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

No

The property is not recorded as being at risk of internal flooding due to overloaded public sewers.

Guidance Notes

A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded. "Internal flooding" from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes. "At Risk" properties are those that the Sewerage Undertaker is required to include in the Regulatory Register that is reported annually to the Water Services Regulation Authority. These are defined as properties that have suffered or are likely to suffer internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Sewerage Undertaker's reporting procedure. Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the "At Risk" register. 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. Details of formerly private sewers at risk from internal flooding are not recorded in the Regulatory Register and will not be added until a flooding occurrence. There may therefore be public sewers at risk from internal flooding that are not recorded on the "At Risk" register.

Question 2.9**Q2.9**

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

See Details

The nearest sewage treatment works is 2.672 KM to the North of the property. The name of the nearest sewage treatment works is Brockhampton.

Guidance Notes

The nearest sewage treatment works will not always be the sewage treatment works serving the catchments within which the property is situated. The Sewerage Undertakers records were inspected to determine the nearest sewage treatment works. It should be noted therefore that there may be private sewage treatment works closer than the one detailed above that have not been identified.

Question 3.1**Q3.1**

Is the property connected to mains water supply?

Yes

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

Question 3.2**Q3.2**

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

No

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

Guidance Notes

The approximate boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public water main, resource main or discharge pipe within the boundary of the property may restrict further development within it. Water Undertakers have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Company or its contractors needing to enter the property to carry out work.

Question 3.3**Q3.3**

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?

No

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

Guidance Notes

Where the property is part of a very recent or ongoing development and the water mains and service pipes are not the subject of an adoption application, buyers should consult with the developer to confirm that the Water Undertaker will be asked to provide a water supply to the development or to ascertain the extent of any private water supply system for which they will hold maintenance and renewal liabilities.

Question 3.4

Q3.4

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

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

No

Guidance Notes

'Low water pressure' means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal. Water Undertakers are required to include in the Regulatory Register that is reported annually to the Water Services Regulation Authority properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level). Water Companies are required to include in the Regulatory Register that is reported annually to the Director General of Water Services properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level). The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap (mst). The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap. The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10 metres head on the customer's side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS806-3 or Institute of Plumbing handbook. Allowable exclusions: The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply. Abnormal demand: This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected. Companies should exclude from the reported DG2 figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year Companies may exclude, for each property, up to five days of low pressure caused by peak demand. Planned maintenance: Companies should not report under DG2 low pressures caused by planned maintenance. It is not intended that Companies identify the number of properties affected in each instance. However, Companies must maintain sufficiently accurate records to verify that low pressure incidents that are excluded from DG2 because of planned maintenance are actually caused by maintenance. One-off incidents: This exclusion covers a number of causes of low pressure, mains bursts, failures of Company equipment (such as PRVs or booster pumps), firefighting and action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

Question 3.5**Q3.5****What is the classification of the water supply for the property?**

The water supplied to the property has an average water hardness of 71.41 mg/l calcium which is defined as Moderately Hard by Severn Trent Water.

See Details

Guidance Notes

Neither hard nor soft water is considered to pose any risk to health. Hardness comes from naturally occurring calcium and magnesium mineral salts which are dissolved from the rocks through which rain water flows. Hardness is expressed as the equivalent amount of calcium carbonate in parts per million (mg/l). Hard water causes scaling in hot water systems, kettles, electric irons and domestic appliances. Scaling of heating elements may shorten their life and may make appliances less efficient. More information is available on the water undertaker's website.

Water hardness can be expressed in various indices for example the hardness settings for dishwashers are commonly expressed in Clark's degrees, but check with the manufacturer as there are also other units. The following table explains how to convert mg/l calcium and mg/l calcium carbonate classifications.

TO CONVERT FROM:	TO CLARK DEGREES	TO FRENCH DEGREES	TO GERMAN DEGREES
mg/l calcium	multiply by 0.18	multiply by 0.25	multiply by 0.14
mg/l calcium carbonate	multiply by 0.07	multiply by 0.10	multiply by 0.056

Question 3.6**Q3.6****Is there a meter installed at this property?**

Records indicate that there is a meter installed at this property.

Yes

Question 3.7**Q3.7****Please include details of the location of any water meter serving the property.**

Records indicate that the property is served by a water meter, which is located outside of the building which is or forms part of the property, and in particular is located;

See Details

EXTERNAL CHAMBER SO94316 23286 14 PACES L.OF ENT TO CAMPUS.OPP
ROUNDAABOUT SIGN., Meter Number:97000652, Size:80mm.

(Note: the meter location has been downloaded from the meter reader records and is provided as general guidance).

For further information regarding the water meter serving this property please contact:

Severn Trent Water
PO Box 5310
Coventry
CV3 6SD

Tel: 0345 7500 500 For Billing Enquiries only
Tel: 0345 7090 646 For Metering Enquiries only
Tel: 0115 971 3550 For Search Enquiries only

<http://www.stwater.co.uk>

Guidance Notes

The meter location has been downloaded directly from the water undertaker's records. These are entered on site by meter readers, and a number of abbreviations are used. A glossary of commonly used abbreviations is available on our website at www.severntrentsearches.com/meter-location-glossary

Question 4.1.1**Q4.1.1****Who is responsible for providing the sewerage services for the property?**

The Sewerage Undertakers for the area are:

See Answer

Severn Trent Water
PO Box 5310
Coventry
CV3 6SD

Tel: 0345 7500 500 For Billing Enquiries only
Tel: 0345 7090 646 For Metering Enquiries only
Tel: 0115 971 3550 For Search Enquiries only

<http://www.stwater.co.uk>

Question 4.1.2**Q4.1.2****Who is responsible for providing the water services for the property?**

The Water Undertakers for the area are:

See Answer

Severn Trent Water
PO Box 5310
Coventry
CV3 6SD

Tel: 0345 7500 500 For Billing Enquiries only
Tel: 0345 7090 646 For Metering Enquiries only
Tel: 0115 971 3550 For Search Enquiries only

<http://www.stwater.co.uk>

Question 4.2**Q4.2****Who bills the property for sewerage services?**

For details of who is currently billing the sewerage services for this property please contact the current owner. For a list of all potential retailers of sewerage services for the property please visit www.open-water.org.uk

See Details

Question 4.3**Q4.3****Who bills the property for water services?**

For details of who is currently billing the water services for this property please contact the current owner. For a list of all potential retailers of water services for the property please visit www.open-water.org.uk

See Details

Question 5.1**Q5.1****Is there a Consent to discharge Trade Effluent under S118 of the Water Industry Act, 1991 into the public sewer?****No Consent**

There is no Consent to Discharge Trade Effluent at this address. However, your client should be reminded that it is an offence under S129 of the Water Industry Act of Discharge Trade Effluent without Consent. If you have any queries please contact the sewerage undertaker.

Guidance Notes

Disputes between an occupier of a Trade Premises and the Sewerage Undertaker can be referred to the Director General of Water Services (OFWAT) on telephone number 0121 625 1300. Trade Effluent is defined by S141 of the Water Industry Act as "any liquid, with or without particles of matter in suspension in the liquid, which is wholly or in part produced in the course of any trade or industry carried on at trade premises" but does not include "domestic sewerage". As defined by the same Act as "any premises used or intended to be used for carrying on any trade or industry". Any Consent to Discharge Trade Effluent is used under S118 of the Water Industry Act 1991 and will be subject to certain conditions. Disputes between an occupier of a Trade Premises and the Sewerage Undertaker can be referred to the Director General of Water Service (OFWAT) on telephone number 0121 625 1300.

Question 6.1**Q6.1****Is there a wayleave/easement agreement giving the Sewerage and/or Water Undertaker the right to lay or maintain assets or right of access to pass through private land in order to reach the Company's assets?****Currently
Unavailable**

Unfortunately, we are currently unable to provide this information within our report. We are looking to include this data in our future reports and have started a project to access and compile the necessary information to answer this question.

Question 6.2**Q6.2****On the copy extract from the public sewer map, please show manhole cover, depth and invert levels where the information is available.****Currently
Unavailable**

Unfortunately, we are currently unable to provide this information in our reports. If you require invert levels, please contact us at enquires@severntrentsearches.com and we will provide this information separately.

Glossary for Commercial Drainage and Water Search

Definition of terms:

'the 1991 Act' means the Water Industry Act 1991;

'the 2000 Regulations' means the Water Supply (Water Quality) Regulations 2000;

'the 2001 Regulations' means the Water Supply (Water Quality) Regulations 2001;

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

'bond' means a surety granted by a developer who is a party to an adoption agreement;

'bond waiver' means an agreement with a developer for the provision of a form of financial security as a substitute for a bond;

'calendar year' means the twelve months ending 31st December;

'discharge pipe' means a pipe which discharges are made or are to be made under Section 165(1) of the 1991 Act;

'disposal main' means (subject to section 219(2) of the 1991 Act) any outfall pipe or other pipe which - (a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a Sewerage Undertaker or of any other person; and (b) is not a public sewer;

'drain' means (subject to Section 219(2) of the 1991 Act) a drain used for the drainage of one building or of any buildings or yards appurtenant to buildings within the same curtilage;

'effluent' means any liquid, including particles of matter and other substance in suspension in the liquid;

'financial year' means the twelve months ending with 31st March;

'lateral drain' means - (a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or (b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under Section 104 of that Act;

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

'maintenance period' means the period so specified in an adoption agreement as a period of time - (a) from the date of issue of a certificate by a Sewerage Undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that Undertakers satisfaction; and (b) until the date that private sewer or lateral drain is vested in the Sewerage Undertaker;

'map of waterworks' means the map made available under Section 198(3) of the 1991 Act in relation to the information specified in subsection (1A);

'private sewer' means a pipe or pipes which drain foul or surface water, or both, from premises, and are not vested in a Sewerage Undertaker;

'public sewer' means, subject to Section 106(1A) of the 1991 Act, a sewer for the time being vested in a Sewerage Undertaker in its capacity as such, whether vested in that Undertaker - (a) by virtue of a scheme under Schedule 2 to the Water Act 1989; (b) by virtue of a scheme under Schedule 2 to the 1991 Act; (c) under Section 179 of the 1991 Act; or (d) otherwise;

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

'resource main' means (subject to Section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of- (a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or (b) giving or taking a supply of water in bulk;

'sewerage services' includes the collection and disposal of foul and surface water and any other services which are required to be provided by a Sewerage Undertaker for the purpose of carrying out its functions;

'Sewerage Undertaker' means the company appointed to be the Sewerage Undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated;

'surface water' includes water from roofs and other impermeable surfaces within the curtilage of the property;

'trade effluent' any liquid, either with or without suspended particles, which is wholly or partly produced in the course of any trade or industry carried on at trade premises. It does not include domestic sewage.

'water main' means (subject to Section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a person other than the Water Undertaker, which is used or to be used by a Water Undertaker or licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the Undertaker or supplier, as distinct from for the purpose of providing a supply to particular customers;

'water meter' means any apparatus for measuring or showing the volume of water supplied to, or of effluent discharged from any premises;

'water supplier' means the company supplying water in the water supply zone, whether a Water Undertaker or licensed water supplier;







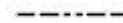

'water supply zone' in relation to a calendar year, means the names and areas designated by a Water Undertaker within its area of supply that are to be its water supply zones for that year;









'Water Undertaker' means the company appointed to be the Water Undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated.

In this Report, references to a pipe, including references to a main, a drain or a sewer, shall include references to a tunnel or conduit which serves or is to serve as the pipe in question and to any accessories for the pipe.

Explanation of the main Map Keys

For an explanation of the full key, please visit www.severntrentsearches.com/glossary

Water Record		
Distribution Main		A local water main that distributes water supplies to premises within a geographical area
Trunk Main		A water main that provides water supplies to distribution mains or transfers water between water sources, water treatment works and reservoirs
Abandoned Main		A water main no longer in use that formerly supplied water and is still in existence
Aqueduct		A large diameter pipe that carries water from a water supply source to a water treatment works or reservoir
Protective Strip		A strip of land over the line of a water main within which no buildings should be placed or ground levels altered in order to protect the integrity of and access to the pipe
Discharge		A point where water can be flushed from a water supply system into a watercourse
Fire Main		A pipe that supplies water into an area to enable connections to be made solely for the purpose of extinguishing fires
Water Facility Connection		Inlet to a water pumping facility or outlet from a water pumping facility

Sewer Record		
Public Combined Gravity Sewer		A public sewer that is in the ownership and control of the Sewerage Undertaker that drains by gravity and receives both foul and surface water flows from more than one property.
Public Foul Gravity Sewer		A public sewer that is in the ownership and control of the Sewerage Undertaker that drains by gravity and receives foul water flows from more than one property.
Public Surface Water Gravity Sewer		A public sewer that is in the ownership and control of the Sewerage Undertaker that drains by gravity and receives surface water flows from more than one property.
Abandoned Gravity Sewer		A sewer no longer in use that formerly received drainage by gravity and is still in existence.
Combined Use Pressurised Sewer		A public sewer that is in the ownership and control of the Sewerage Undertaker through which both foul and surface water flows are pumped and receives drainage from more than one property
Foul Use Pressurised Sewer		A public sewer that is in the ownership and control of the Sewerage Undertaker through which foul water flows are pumped and receives drainage from more than one property.
Foul Use Manhole		A vertical access shaft from ground level to a foul sewer to allow cleaning, inspection, connections and repairs
Sewage Pumping Facility		This is usually an underground facility which may be accommodated in an above ground building and pumps from a low-lying area to a higher one. Foul sewage and/or surface water flows from a sewerage system by gravity into the pumping station and the flows are then pumped into another sewerage system or to a sewage works.

Guidance Notes

General protection of sewers and water mains

The Water Industry Act 1991 gives rights to the Water Companies in respect of pipes which are their responsibility but which are situated in private land. These rights which are usually in respect of sewers or water mains; permit the Water Company to carry out future works on such pipes such as general repair and maintenance.

Permitted activities/uses within the strip of land above such pipes

This strip of land, generally known as 'the sterilized strip', has statutory protection and its width varies according to the size and depth of the pipe in question.

Acceptable:

- Use of the strip of land for agricultural or garden purposes or as an open space
- Placing of fences over the line of the pipe which are of an easily removable nature
- Placing of sewers, drains, cables or wires within the strip of land, subject to prior consultation
- Construction of roads or access across the strip of land, subject to prior consultation

Unacceptable:

- Construction of any permanent building, wall or structure even for agricultural purposes or garden purpose expect in certain circumstances where our formal consent is given (please see below)
- Use the strip of land for any purpose which may endanger or damage the pipe
- Removal of any earth supporting the pipe
- Planting of trees or shrubs within the strip of land
- Alteration to the level of the strip of land whether by excavation or tipping of any materials
- Covering any apparatus on the surface of the strip of land e.g. manholes, air valves etc
- Making access to the pipe more difficult/expensive e.g. by special or ornamental surfacing

Building over public sewers

Severn Trent Water is responsible for public sewers within its area and many public sewers cross private land . The Company have to ensure that no development is carried out which may damage a public sewer, cause risk of flooding or restrict future access for maintenance

Wherever possible Severn Trent Water prefers to avoid the need to build over or close to a sewer by repositioning the proposed development or diverting the sewer. "Close to" is normally defined as being within 3 metres of the sewer.

However, in some cases where the risk to the public sewer is small or can be reduced to acceptable levels and where diversion is not possible, Severn Trent may be willing to allow building over or close to a sewer .

Building close to or over a public sewer without having obtained our formal approval is illegal and it may also jeopardise the future sale of your property.

If you are unsure whether your building works affects a public sewer you can find out by calling the relevant office number , as detailed below:

	West Office	East Office
Areas Covered	Shropshire Staffordshire Worcestershire West Midlands (except Coventry) Chester Herefordshire	Nottinghamshire Derbyshire Leicestershire Warwickshire Coventry Lincolnshire Yorkshire Northamptonshire Cambridgeshire Oxfordshire
Telephone Number	01902 793 871	0116 2343 834
Opening Times	Mon-Thurs 08:00-17:00hrs Fri 08:30-16:30	Mon-Thurs 08:00-17:00hrs Fri 08:30-16:30
Postal Address	Severn Trent Water Ltd. Asset Protection West Regis Road Tettenhall Wolverhampton	Severn Trent Water Ltd. Asset Protection East Gorse Hill Anstey Leicester

Rights to discharge Trade Effluent

All industrial waste waters (trade effluents) are subject to a discharge consent system under either the Water Resources Act 1991 or the Water Industry Act 1991.

Three categories of waste waters are can be discharged from commercial premises:

Domestic Sewage - effluent from staff toilets, wash hand basins, showers, and kitchen areas. This is also sometimes known as foul drainage and will usually be kept separate from the trade effluent whilst on the company site , although it is mixed once it reaches the main sewerage system. The charge for this is usually included as part of a water bill.

Trade Effluent - effluent from all processes on the site , including all rinse water, washing water and any other discharge related to the process (even if it is clean water). The local water company charge for this if it goes to sewer. Occasionally, effluent is discharged directly into a river or other water course: in this instance, the Environment Agency make a charge. Trade effluent is legally defined as "any liquid, either with or without suspended particles, which is wholly or partly produced in the course of any trade or industry carried on at trade premises". It does not include domestic sewage.

Rainwater - rainwater from roofs, carpark and other outside areas discharges into a surface drainage system. This is separate from the foul drainage system and is regulated by the Environment Agency rather than the water company . Rainwater is either channelled to surface drains located in roads adjacent to the property or is sometimes discharged directly to a river or stream. There is not normally a charge for discharge of rainwater, although companies do have a duty to ensure it is not contaminated by oils or any other substance.

Consent to discharge

The Water Industry Act gives companies the right to discharge to a public sewer but only with the prior consent or agreement of the water company.

Water companies maintain the sewerage system, provide treatment for the waste, and dispose of the final treated effluent.

To allow them to do this effectively, they can impose special restrictions on an effluent before allowing the discharge .

These restrictions depend upon the type of treatment provided by the water company, the size of connecting sewers and the capacity of the waste water treatment works (WWTW). They can also include:

- the nature or composition of the effluent
- the maximum daily volume allowed
- the maximum rate of flow
- the sewer into which the effluent is discharged .

A number of other factors may also be included in a consent to discharge , eg the temperature or pH of the effluent . Certain substances are prohibited from being disposed of in this way.

In addition to the type and quality of the effluent , the Water Industry Act also gives the water companies the right to charge for carrying, treating and disposing of the waste.

Severn Trent Searches: Commercial Drainage and Water Search Complaint Procedure

As a minimum standard Severn Trent Searches, PO Box 10155, Nottingham, NG1 9HQ:

Will endeavour to resolve any telephone contact or complaint at the time of the call. However, if that isn't possible, we will investigate and research the matter in detail and provide a written response within 5 working days of receipt of your complaint.

Depending on the scale of investigation required, we will keep you informed of the progress and update you with new timescales if necessary.

If we fail to give you a written substantive response within 5 working days Severn Trent Searches will compensate our client the original fee paid for a Severn Trent CON29DW Drainage and Water enquiry, regardless of the outcome of your complaint.

If we find your complaint to be justified, or we have made any errors that substantially change the outcome in your search result, we will automatically refund the search fee to the ordering party. We will provide them with a revised search and also undertake the necessary action, as within our control, to put things right as soon as practically possible. Customers will be kept informed of the progress of any action required.

If the search takes us longer than 10 working days to complete and we have not communicated the reasons for the delay we will provide the search free of charge.

A complaint will normally be dealt with fully within 20 working days of the date of its receipt. If there are valid reasons for the consideration taking longer you will be kept fully informed in writing or via telephone or email, as you prefer, and receive a proposed solution or final response at the very latest within 40 working days.

If you are still not satisfied with our response or action we will refer the matter to a Senior Manager/ Company Director for resolution. At your request we will liaise with a representative acting on your behalf.

If you are not satisfied with the resolution offered in the final response or the timescale* within which the final response or proposed solution was issued, you may refer the complaint to The Property Ombudsman scheme (TPOs), contact details below. We will co-operate fully with the independent adjudicator during the consideration of a complaint by the TPOs and comply with any decision.

*40 working days

Complaints should be sent to:
Customer Services
Severn Trent Searches
PO Box 10155, Nottingham, NG1 9HQ.
Tel: 0115 971 3550
Email: enquiries@severntrentsearches.com

TPOs can be contacted at:
The Property Ombudsman scheme
Milford House, 43 - 55 Milford Street,
Salisbury, Wiltshire, SP1 2PB.
Tel: 01722 333306
Fax: 01722 332296
E-mail: admin@tpos.co.uk
Website: www.tpos.co.uk



Appendix 2

Private sewer transfer - notes for property owners and conveyancers

The transfer

The private sewer transfer occurred in October 2011, and was designed to bring the majority of private sewers in England and Wales into public ownership.

Drains, lateral drains and sewers - definitions

A drain is a disposal pipe serving a single property or properties (such as flats) within a single curtilage. A lateral drain is any section of that drain which extends beyond the curtilage of the property. A sewer is a disposal pipe serving two or more separate properties. Full legal definitions of these terms can be found in the glossary.

Assets transferred into public ownership

The majority of all sewers and lateral drains that were connected to the public system prior to 1st July 2011 transferred into public ownership on 1st October 2011. Water companies were given five years to identify and adopt private pumping stations and associated apparatus, ending in October 2016.

Assets not transferred into public ownership

Some assets were excluded from the transfer, including:

Any assets not connected prior to 1st July 2011. These will transfer under a secondary scheme at a later date.

Drains within the boundary of the property they serve.

Sewers on Crown Land (such as prisons) where notice has been received from the relevant authority that the sewers should be exempt.

Sewers owned by Railway Authorities.

Sewers and drains which do not discharge to the public system, such as Sustainable Drainage Systems.

Drainage systems contained within a single property curtilage (e.g. retail parks, caravan parks).

Private Pumping stations and associated pressurised mains which serve one property.

Sewers where the owner successfully appeals to OFWAT to retain ownership (see below).

Private treatment works, septic tanks and cesspits.

Appeals

Any owner of a private sewer, lateral drain or pumping station had the right to appeal of OFWAT to retain ownership. These had to be lodged before 30th September 2011* OFWAT then determined whether the asset in question should be exempt from the transfer. During the appeal process, assets remained private.

*Appeals process differs slightly for pumping stations, Visit OFWAT's website for more details (ofwat.gov.uk).

Procedures for new sewers

The Flood and Water Management Act 2010

Once Section 42 of the Flood and Water Management Act 2010 comes into force, adoption of all new sewers which connect to the public network will be mandatory. A new national Mandatory Build Standard will also be introduced specifying the standards to which new sewers must be built.

Issues for property owners

Liability

Since the transfer, the majority of property owners have a greatly reduced liability for repairs to the drainage system. Should the search indicate the property is not connected to mains drainage or that there are no public assets nearby, it is recommended that further investigations be made into the drainage arrangements, as the property owner may have a substantial liability.

Sewers within property boundaries

The transfer resulted in a greater number of public sewers and lateral drains within property boundaries, many of which are not plotted on the Public Sewer Map. Property owners need to be aware that Severn Trent Water have statutory rights of access to land where their assets are located should they need to access the mains.

There are also formerly private sewers which have been built over without the Sewerage Undertaker's consent. Providing normal planning procedures were followed, this should not present any significant issues, although property owners need to be aware that the Sewerage Undertaker may need to access the sewer.

Developing Properties

Building over or close to a public asset requires the consent from Severn Trent Water. This includes transferred private sewers and lateral drains within property boundaries. Full details can be found on the Severn Trent Water website.

What to do if there is a blockage in the Sewer within the property boundary

If there is a problem with a pipe within the property boundary, the occupier should call Severn Trent Water on 0800 783 4444. The Sewerage Undertaker will then decide whether this is a private matter or if they are responsible. The Sewerage Undertaker may charge the homeowner for clearing a blockage etc for which they are not responsible. Any works needed would be agreed beforehand.

Changes to Drainage and Water searches

Section 104 sites

The transfer applied to sites undergoing adoption under Section 104 of the Water Industry Act (1991). However, some assets on these sites, such as pumping stations, sewers connected after July 2011 and surface water sewers not connecting to the public system, were not included in the transfer. In these circumstances the search will continue to show a Section 104 agreement in place.

Sewers and lateral drains within property boundaries

Because private sewers were not previously required to be recorded on the public sewer records there are circumstances when we are unable to confirm the location of transferred sewers. On these occasions, the CON29DW report will advise as to whether there is likely to be a public asset within the boundary.

Proximity of sewers to the property

The majority of properties - particularly within urban areas - will have public sewers within 100 feet (30.48 metres). In the case of transferred assets not being shown on public sewer record, there will be occasions when we are unable to confirm this. In these circumstances we will advise whether there are likely to be assets in close proximity to the property. The absence of nearby public sewers could result in a property owner having a substantial liability for repairs to the drainage system.

Building over public sewers

A number of formerly private sewers have been built over and are now the responsibility of Severn Trent Water. Although the search will highlight whether there has been a build over enquiry to Severn Trent Water, this will only apply to sewers which were public at the time of development.

Sewer flooding

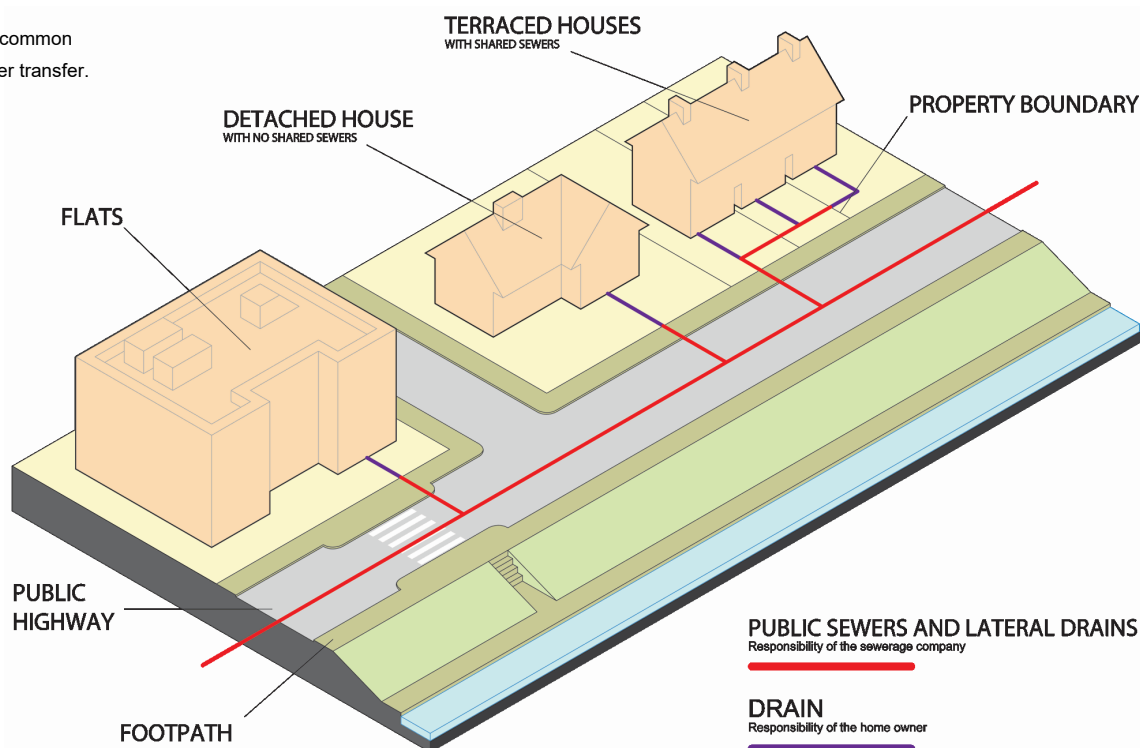
Whilst the search will still report the risk of sewer flooding to a property, following the transfer there is the possibility of sewer flooding from transferred sewers which will not have been previously recorded. The register will be updated as and when there is an occurrence.

Pumping Stations

The search indicates whether a transferred pumping station is located either within a property boundary, or within 50 metres of the property. Transferred pumping stations - which will not always have been built to Severn Trent Water's standards - initially require regular inspection and maintenance, which may prove disruptive. On occasion, there may be private pumping stations of which we are unaware. In these instances, please contact Severn Trent Water on 0800 783 444 or email privatepumpingstations@severntrent.co.uk

Typical Examples

This diagram reflects some common scenarios following the sewer transfer.



Terraced Properties

It is common for terraced properties to have a public sewer passing within the property boundary. There are some exceptions, such as an end terrace upstream of neighbouring properties, as the section of drain will only serve that one property and so will remain private. Besides the situation shown in the diagram, a common alternative arrangement is for terraced houses to be served by a shared sewer to the rear which may also run in passageways between properties to join the main sewer in the highway.

Semi-detached

The majority of semi-detached properties are connected to the public sewer via a shared connection. The section of drain which serves both properties is now public. Typically, the public sewer will be within the boundary of the property which is downstream on the drainage system as most sewers work on a gravity system.

Detached Properties

It is common for most detached properties to be connected to the public sewer via a direct connection. Therefore, for many detached properties it is unlikely that assets within the boundary of the property will have transferred. But the individual drainage arrangements at a specific property should be checked if details are required.

Flats/Apartments

Any shared drainage systems within a property curtilage remain private. This means with flats, only drains and sewers outside the boundary have transferred.

These Terms govern the basis on which the Report is supplied and the basis upon which the Customer and the Client have relied upon the Report.

Definitions

'Apparatus' means the sewers, disposal mains or lateral drains, water mains, resource mains or discharge pipes and associated infrastructure for which an Undertaker holds statutory responsibility under the Water Industry Act 1991 shown on the map attached to the Report;

'Client' means the person who is the intended recipient of the Report with an actual or potential interest in the Property.

'Company' means Severn Trent Property Solutions, the company producing the Report.

'Customer' means the person placing the Order, either on its own behalf as Client, or, as an agent for or a reseller to a Client.

'Order' means any request completed by the Customer requesting the Report in accordance with the Company's order procedure.

'Report' means the drainage and/or water report prepared by the Company in respect of the Property.

'Partner Undertakers' means Severn Trent Water Ltd, Hafren Dyfrdwy Ltd or South Staffordshire Water Plc.

'Person' means any individual, firm, body corporate, unincorporated association or partnership.

'Property' means the address or location supplied by the Customer in the Order which satisfies one or more of the requirements set out in paragraph 2.1.

'Purpose' shall have the meaning set out in paragraph 2.2.

'Terms' means these CON29DW Commercial Drainage and Water Search Terms and Conditions.

'Third Party Undertaker' means any Undertaker other than a Partner Undertaker.

'Undertaker' means a Sewerage and/or Water Undertaker (both as defined in the Water Industry Act 1991) providing water and sewerage services.

1. Agreement

1.1 The Company agrees to supply the Report to the Customer and, if applicable, the Customer shall provide the Report to the Client, subject to these Terms to the exclusion of all other terms and conditions including any terms and conditions which the Customer and/or Client purports to apply under any Order, confirmation of Order or any other document. The scope and limitations of the Report are described in paragraph 2 of these Terms.

1.2 Where the Customer is not the Client, then the Customer shall ensure that these Terms are brought to the attention of the Client on or prior to the Customer placing the Order and that the Terms are provided with any copy of the Report provided by the Customer to the Client. The Customer is responsible for making sure that the Client is aware of the limitations and exclusions that are contained in these Terms and must draw the Client's attention to any disclaimers set out in the Report.

1.3 The Customer agrees that the placing of an Order for a Report indicates its acceptance of these Terms.

1.4 Where the Customer is placing an Order on behalf of a Client, it warrants and represents to the Company that it is authorised to accept these Terms on behalf of the Client and to bind the Client to these Terms.

2. The Report

2.1 This report should only be used for individual property transactions where the intended use of the property is:

2.1.1. not as a single, residential, domestic property: or

2.1.2. not land or buildings being, or to be developed as a single, residential, domestic property

2.2 The Report is produced solely for use by the Client for the intended purpose of the Report (the "**Purpose**"). The Purpose is the identification of the location and connection of existing drainage (save that which is identified in clause 2.3.7) and/or water services at the Property in relation to the individual commercial property transaction in respect of the Property which is in the contemplation of the Client at the time of ordering the Report the Company shall not be liable in any circumstances in connection with the Report if it is used for any other purpose.

2.3 Whilst the Company will use its reasonable care and skill in producing the Report, it is provided to the Customer on the basis that the Customer and the Client acknowledge and agree to the following:-

2.3.1 the information contained in the Report details only the location and connection of existing drainage and/or water services at the Property at the date stated in the Report;

2.3.2 the Company's obligation in respect of the Report is to correctly reproduce and compile the information provided by the Partner Undertakers and any Third Party Information (in accordance with paragraph 3.8);

2.3.3 the Report does not give details about the actual state or condition of the Property or the existing drainage and/or water services nor should it be used or taken to indicate actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained if the Customer or the Client requires;

2.3.4 the information contained in the Report is dependent upon the accuracy of the information supplied by the Customer or Client including, but not limited to the address of the Property and any plan of the Property;

2.3.5 the statements in the Report marked as 'Guidance Notes' are intended to be general statements and advice in addition to the report on the Property. The Company cannot ensure that any such guidance notes are accurate, complete or valid and accepts no liability for such general statements and advice provided; and

2.3.6 the position and depth of any Apparatus shown on any maps attached to the Report is approximate, and is intended as a general guide only and no warranty as to its correctness is given or implied and the Company shall have no liability for any inaccuracy in respect of the position of the Apparatus shown on any map. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of the Apparatus.

2.3.7 subject to the terms of this agreement, the Company is not liable to the Customer or the Client where the report does not provide details about the private sewers, drains, lateral drains, pumping stations and any associated apparatus that have transferred into the Undertaker and/or Partnership Undertaker's and/or the Third Party Undertaker's ownership as a direct result of the 'The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011' and which are not shown on the public sewer record at the point at which the search was completed.

2.4 The Client and/or Customer shall notify the Company as soon as is practicable if it becomes aware of any defect or inaccuracy in the Report.

3. Limitation of Liability

3.1 The Company does not exclude its liability (if any) to the Customer and/or the Client:

3.1.1 for personal injury or death resulting from the Company's negligence;

3.1.2 for any matter for which it would be illegal for the Company to exclude or to attempt to exclude its liability; or

3.1.3 for fraud.

3.2 Subject to paragraph 3.1 the Company accepts no responsibility for and excludes its liability (whether for breach of contract, negligence or any other tort, under statute or statutory duty, restitution or otherwise at all) for:

3.2.1 any inaccuracy or error in the Report based on incomplete or inaccurate information supplied by the Customer and/or the Client;

3.2.2 any use of the Report by the Customer for any purpose other than the Purpose;

3.2.3 any inaccuracy or error in information provided by any Third Party Undertaker;

3.2.4 any error in a Report, which is based on any error or inaccuracy in a public register; or

3.2.5 any change in the location and connection of existing drainage and/or water services at the Property after the date stated in the Report.

3.3 Except as provided in paragraph 3.1 and paragraph 3.4 the Company's entire liability in respect of all causes of action arising by reason of or in connection with the Report (whether for breach of

contract, negligence or any other tort, under statute or statutory duty or restitution or otherwise at all) shall not exceed £10,000,000.

3.4 Except as provided in paragraph 3.1, the Company will be under no liability to the Customer and/or the Client whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any indirect or consequential loss (both of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with these Terms and/or the provision of the Report.

3.5 Except as set out in paragraph 3.1, the Company hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in these Terms) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Customer and/or the Client.

3.6 The Company shall not be in breach of these Terms or otherwise liable to the Customer and/or the Client for any failure to provide or delay in providing the Report to the extent that such failure or delay is due to a event or circumstance beyond the reasonable control of the Company including but not limited to any delay, failure of or defect in any machine, processing system or transmission link or any failure or default of a supplier or sub-contractor of the Company or any provider of any third party Information except to the extent that such failure or delay is caused by the negligence of the Company.

3.7 Where the Customer sells this Report to a Client under its own name or as a reseller of the Company (other than in the case of a bona fide legal adviser recharging the cost of the Report as a disbursement) the Company shall not in any circumstances (whether for breach of contract, negligence or any other tort, under statute or statutory duty, restitution or otherwise at all) be liable to the Customer for any loss (whether direct, indirect or consequential loss (all three of which terms include without limitation, pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss)) or damage whatsoever caused in respect of the Report or any use of the Report or reliance placed upon it and the Customer shall indemnify and keep indemnified the Company in respect of any claim by the Client that the Company may incur or suffer.

3.8 Where the Property falls within a geographical area where two or more different Undertakers provide water and sewerage services, the Company shall use extracts from reports provided by Third Party Undertakers in respect of the part of the Property that falls within the provision of services by Third Party Undertakers and such information shall not be produced specifically for the Company ("**Third Party Information**"). Liability for accuracy of the Third Party Information used for the purpose of the Report will remain with that Third Party Undertaker and is subject to the Third Party Undertakers' terms and conditions of supply of such reports. The Company gives no warranty as to the correctness, accuracy or completeness of the Third Party Information and provided that the Company reproduces the Third Party Information in the Report correctly, the Company excludes all liability (whether for breach of contract, negligence or any other tort, under statute or statutory duty, restitution or otherwise) for any Third Party Information.

3.9 If the Customer and/or Client is acting as a consumer in purchasing the Report, then in respect of the party dealing as a consumer (the "**Consumer**"), the provisions of paragraphs, 3.3 to 3.5 shall not be deemed to apply and subject to paragraph 3.1, the Company shall only be liable to the Consumer for losses which the Consumer suffers as a result of the Company not providing the Report in accordance with these Terms. The Company is not responsible to the Consumer for any losses which it may incur which were not a foreseeable consequence of the Company breaching these Terms, including if the Consumer and the Company could not have contemplated those losses before or when the parties entered into these Terms. The Company's liability to the Consumer shall not in any circumstances include any business losses that it may incur, including but not limited to lost data, lost profits or business interruption.

4. Copyright and Confidentiality

4.1 The Customer acknowledges and where the Customer is not the Client, the Customer shall procure that the Client acknowledges that the Report is confidential to the Customer and/or the Client and may only be used by the Customer and/or the Client for the Purpose and the proper performance of these Terms.

4.2 The copyright and any other intellectual property rights in the Report shall remain the property of the Company. No intellectual or other property rights are transferred or licensed to the Customer or the Client except to the extent expressly provided in these Terms. The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose not anticipated by the Report.

4.3 The Customer and the Client are entitled to make copies of the Report for the Purpose but may only copy Ordnance Survey mapping or data contained in or attached to the Report if it has an appropriate licence from the originating source of that mapping or data.

4.4 The Customer agrees and where the Customer is not the Client, the Customer shall procure that the Client agrees, (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.

4.5 The Customer agrees and where the Customer is not the Client, the Customer shall procure that the Client agrees to indemnify and keep indemnified the Company against any losses, costs, claims and damage suffered by the Company as a result of any breach by either of them of the terms of paragraphs 4.1 to 4.4 inclusive.

4.6 The obligation to procure the compliance of the Client to the obligations set out in this paragraph 4 and in paragraph 6.5 shall not apply to Customers who are bona fide legal advisers recharging the cost of the Report to the Client as a disbursement.

5. Payment

5.1 Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay the price of the Report specified by the Company, without any set off, deduction or counterclaim. Unless the Customer or Client has an account with the Company for payment for Reports, the Company must receive payments for Reports in full before the Report is produced. For Customers or Clients with accounts, payment terms will be as agreed with the Company.

5.2 Where the Property consists of a site with four or more separate metered or un-metered water supplies, additional fees may be charged as notified to the Customer by the Company.

6. General

6.1 If any provision of these Terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.

6.2 Any failure by the Company to enforce any breach of the Terms shall not be deemed to be a waiver of any future breach of the Terms by the Customer or Client.

6.3 These Terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.

6.4 Nothing in these Terms shall in any way restrict the Customer or Client's statutory or any other rights of access to the information contained in the Report.

6.5 The Company and the Customer agree and where the Customer is not the Client, the Customer shall procure that the Client agrees that these Terms contain all the terms which the Company and the Customer and/or the Client have agreed in relation to the subject matter of these Terms and supersede any prior written or oral agreements, representations or understandings between any of them in relation to such subject matter. Nothing in this paragraph 6.5 will exclude any liability which one party would otherwise have to another party in respect of any statements made fraudulently.

6.6 The Company may assign, delegate, licence, hold on trust or sub-contract all or any part of its rights and obligations under these Terms.

Severn Trent Searches is a trading name of Severn Trent Property Solutions. Registered in England and Wales no.2562471 Registered office, Severn Trent Centre, 2 St John's Street, Coventry, CV1 2LZ.

APPENDIX 6

Chancel Repair Indemnity Policy

CHANCEL REPAIR INDEMNITY

ISSUED BY
STEWART TITLE LIMITED

CHANCEL REPAIR INDEMNITY INSURANCE PRODUCT INFORMATION DOCUMENT

Company: Stewart Title Limited

Stewart Title Limited is a title insurance company authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No 2770166. Registered office address: 11 Haymarket, London SW1Y 4BP

Complete pre-contractual and contractual information on this policy is provided in other documents

WHAT IS THIS TYPE OF INSURANCE?

Chancel Repair Indemnity



WHAT IS INSURED?

- ✓ The defect as described in the Defects section of the Policy Schedule and which arises from your use and ownership of the property as described in the Policy Schedule.
- ✓ In the event a church demands payment towards the cost of repair to a church chancel ("Claim") then we will, subject to your compliance with the terms and conditions of this policy, pay under this policy for those losses and costs which are set out in the Cover section of the Policy Schedule.
- ✓ The sum insured is £5,000,000.00 as set out in the Limit of Indemnity under the Policy Schedule.



WHAT IS NOT INSURED?

- ✗ Any amount higher than £5,000,000.00 as set out in the Limit of Indemnity under the Policy Schedule.
- ✗ All matters set out under the Exclusions section of the Policy Schedule.
- ✗ Any claim made either by you and/or a third party against you which is not set out in the Cover section of the Policy Schedule.



ARE THERE ANY RESTRICTIONS ON COVER?

- ! In deciding to accept this policy in exchange for the premium and in setting the terms and premium, we have relied on the information given by you (or anyone acting on your behalf). You must ensure that, when answering any questions asked by us, any information provided is accurate and complete.
- ! If you deliberately or recklessly provide us with false or misleading information, we may treat this policy as if it never existed and decline all claims. If you provide us with false or misleading information carelessly, we may:
 - treat this Policy as if it had never existed, and refuse to pay all claims and return the premium paid. However, we may only do so if we would not otherwise have provided you with insurance cover at all;
 - amend the terms of this policy, and apply the amended terms as if they were already in place, if a Claim has been adversely affected by your carelessness;
 - reduce the amount we will pay on a Claim in the proportion the premium you paid bears to the premium we would have charged for this policy; or
 - take a similar proportionate action.
- ! We, or anyone acting on our behalf, will write to you if we intend to treat this policy as if it had never existed, or amend the terms of this policy.
- ! If you become aware that the information given to us is inaccurate, you must inform us as soon as practicable.



WHERE AM I COVERED?

This policy covers you for the UK property specified in the Policy Schedule.



WHAT ARE MY OBLIGATIONS?

- 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 this policy
 - take any steps to settle a Claim without our prior written consent.
- On becoming aware of any potential or actual Claim, you will:
 - provide written notice and details to us at our registered office address immediately of all known facts including all communications, correspondence and all court documents.
 - not admit any liability whatsoever or take steps to compromise or settle the Claim, without our written consent.
 - provide all information and assistance that we and/or any party professional or otherwise acting on our behalf requires at your own expense doing everything reasonably practicable with our prior written consent to minimise any loss.
- You will not make any
 - admission, promise of payment or indemnity
 - application to a court, Upper Tribunal (Land Chamber) or the Land Registry without our written consent



WHEN AND HOW DO I PAY?

You do not make any payments to us directly. Your professional advisors who arranged and recommended the cover to you will tell you how and when to pay.



WHEN DOES THE COVER START AND END?

Your cover will begin on the Policy Date which is set out in the Policy Schedule and will be In Perpetuity from the Policy Date.



HOW DO I CANCEL THE CONTRACT?

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 our registered address or email to STLEnquiry@stewart.com.

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

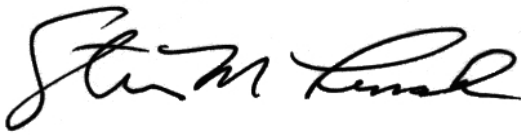
Any refund of premium will be made to the party who paid the premium.

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



Steven Lessack
CEO, Stewart Title Limited

Authorised Signatory

POLICY SCHEDULE

POLICY NUMBER 326178	PROPERTY Hardwick Campus, St. Pauls Road, Cheltenham, GL50 4BS
POLICY DATE 29/06/2022	LIMIT OF INDEMNITY £5,000,000.00 which will be increased by 10% of the Limit of Indemnity on each anniversary of the Policy Date for a period of 10 years ('the Inflation Provision')
POLICY TERM In Perpetuity from the Policy Date	PREMIUM £72.80 (Including Insurance Premium Tax)

THE INSURED

The current and future owner(s) of the Property, their lessees, and any bank, building society, or other similar lending institution holding a mortgage or charge on the Property during the Policy Term

THE INSURER

STEWART TITLE LIMITED - (Company Reg 2770166), 11 Haymarket, London SW1Y 4BP

THE DEFECT

The Property may be subject to a potential liability to contribute towards the cost of repair to a church chancel

INSURED USE

Continued use of the Property for the commercial use in existence at the Policy Date

EXCLUSION(S)

Any Claim arising where the Property is known on the Policy Date to be subject to a definite liability to contribute towards the cost of repair to a church chancel

ADDITIONAL POLICY CLAUSE(S)

This policy document, the schedule and any endorsement(s) attached 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 of a Parochial Church Council or the Representative Body of the Church of Wales claiming to be entitled to and demanding payment towards the cost of repair to a church chancel directly arising from the Defect ("Claim") the Insurer will indemnify the Insured against:

- a. Any payment (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
- b. 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

- 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 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.
- 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.

In respect of Conditions e and f 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:

- 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.
- not admit any liability whatsoever or take steps to compromise or settle the Claim, without the written consent of the Insurer.
- 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

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

DEALING WITH THE CLAIM

- 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):-
 - 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
 - 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
 - compromise, settle or compound the Claim and deal in such manner as it thinks fit
 - 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

Stewart Title Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No: 2770166. Registered office address: 11 Haymarket, London SW1Y 4BP.

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Our Commitment to Protect Your Privacy

Your privacy is important to us. In Europe and the United Kingdom, we abide by the General Data Protection Regulation and the Data Protection Act, respectively. By (i) browsing our websites, (ii) making inquiries about our products and services, or (iii) ordering a product or service from us (including filing a claim under a policy), you consent to your personal information being collected, held, managed and used in accordance with our privacy practices. You are not required to provide your personal information to us; however, in most cases, without it, we may not be able to provide you with our products and services.

We primarily rely upon the following bases for collecting your personal information: legitimate interest, contract performance, legal obligation or by express consent. You can learn more about these bases for collection and how we handle and process personal information in our Privacy Policy, a copy of which is posted on our website at www.stewartsolution.com/Documents/PrivacyPolicy.pdf or can be made available upon request.

Personal information relates to any information about an individual whose identity can, directly or indirectly, be reasonably determined from it. We will never collect any unnecessary personal information from you and we do not process your information other than as specified in our Privacy Policy. In certain instances, we may share your personal information where we are required or permitted to do so by law.

When you visit our websites, use our products or services, or contact us to make general inquiries, the personal information you submit is stored and transferred to our affiliated companies in Canada and the United States. We may also utilise certain products or services hosted in countries outside of the European Economic Area ("EEA"). By submitting your personal information, you are agreeing to this transfer, storage and/or processing to allow us to provide you with our products and services. Such transfers are on the basis of a variety of legal mechanisms and we ensure (i) the necessary level of protections are in place for your personal information, (ii) strict agreements and measures set out by our company to protect your data are being complied with and (iii) relevant data protection laws are being complied with. Regulatory authorities and enforcement agencies in these other countries may access your personal information in accordance with their laws.

You have several rights regarding the personal information we collect: the right of access, the right to rectification, the right to erasure, the right to restricted processing, and the right to portability. A request to exercise any of these rights must be made in writing and to verify your identity, we will require appropriate identification (for example, a certified copy of your passport) before we will act on any request. Please make your written request to:

By email:	Europe: PrivacyEU@stewart.com UK: PrivacyUK@stewart.com
By post:	Stewart Title Limited Privacy Office – Europe & United Kingdom 11 Haymarket London SW1Y 4BP

If you have any questions or concerns about your privacy and our privacy practices, it is our hope that you will contact us first to address these issues; however, if you feel we have not adequately dealt with your concerns, you may also contact your local data protection authority.