



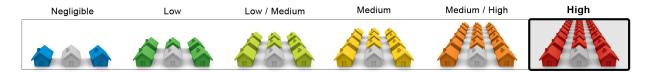


Date of Report: 03/02/2015 Your Reference: xxxxxxxxxxxxx

Order Number: DA MS PA xxxxxxxxxxxx Our Reference: DA8727

Property: THE ADDRESS OF THE SUBJECT PROPERTY

The risk of development being undertaken within a 75m radius of this location is:



# **SUMMARY**

Are there major planning applications of concern to the subject property? Are any important views that the subject property enjoys going to change?

Is the immediate area currently under threat from development?

YES YES YES

Is there a potential risk to a lender?

YES

If the answer is 'yes' to any of the above questions it will be expanded upon further within this report.

### Data Provider

The DevAssist product range of DevCheck, DevAssess, DevEstate and DevAcquire are services provided by DevAssist. Reports are compiled by DevAssist Ltd. Registered with the Property Codes Compliance Board.

### Search Details

This search is subject to DevAssist's standard terms and conditions which can be sent on request or viewed on our website www.dev-assist.co.uk.

DevAssist is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code, further details of which can be found at www.pccb.org.uk

Data Provided by:









# **KEY FINDINGS**

This is where we explain our findings and keep our summary short so we get to the point.

Please note: Sites indentified as suitable for development may not be under current planning policy. As planning policies evolve or change, further development opportunities or risks may arise. They may also remove sites from being vulnerable to development.

This report is a prediction of where development may take place, but it cannot be guaranteed what will or will not occur in the future.

### Searches undertaken to compile this report:

- 1. Professional analysis of Ordnance Survey to identify development opportunities
- 2. A desk top inspection of the aerial maps over the identified area
- 3. Birdseye rotational inspection of the surrounding area (where available)
- 4. Inspection of the Local Plan / LDF
- 5. Study of attached planning report to establish which major applications may affect the searched property.

## The choices this report presents

This report seeks to establish the development opportunities that exist within a 75m radius of the property you propose to purchase. You can use this information to decide whether to buy the property, conscious of what may happen in the future. Your property may sit within a conservation area and, as such, any development may not be favourably looked upon. It may sit next to green belt that is vulnerable to rezoning for development. It may be next to some large gardens that have development potential. Perhaps the property you propose to buy could itself have an involvement in a development with great financial benefit to you. It may of course have none of the above and you have bought some peace of mind that your home and the surrounding area are unlikely to change in the near future.

Please note that identified sites may not be developed because the landowners will not sell, or for any other reason that could make the development unviable. Some policies change more frequently than governments. All you can do is make an informed decision by assessing the risk and this report will help, by informing you which areas of the locality may change in the future.

Finally, please note that we cannot identify single dwellings that are replaced with a more substantial dwelling than the existing. These one for one replacements are generally not economic. When there is a buyer with a special interest, however, the economics are sometimes not considered relevant. Equally, some properties may be converted into flats, which again is almost impossible to predict.

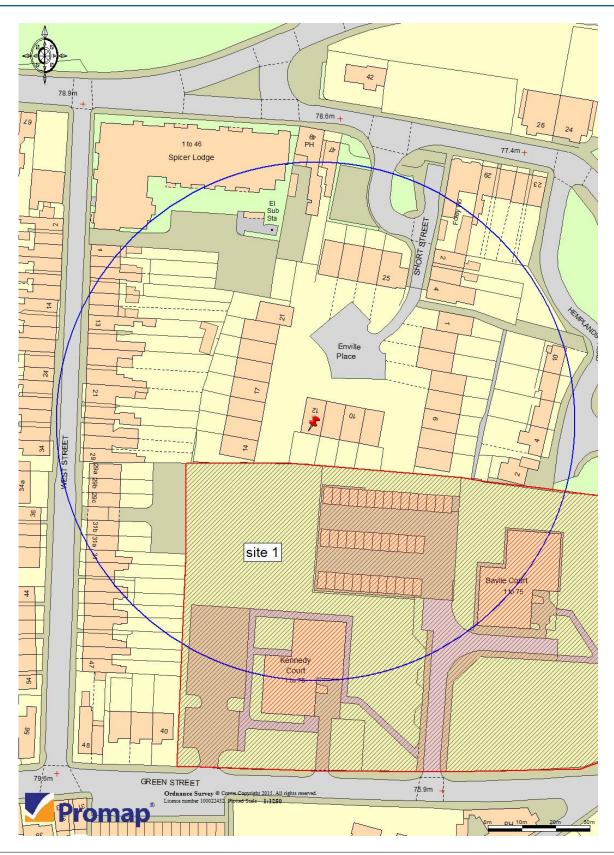
Planning is a subject where you can never say 'never'! There may always be situations when planning permission is considered acceptable.

### **Next Steps**

You may wish to discuss the findings of this report with your legal adviser.

If you have any development or valuation questions arising from this report, or would like to investigate any aspect in greater depth, specialist advice is available on request. Detailed reports are also available on planning and neighbourhood information, valuation of development land, impact and risk. Contact DevAssist email info@dev-assist.co.uk for further information including pricing.









### **Identified Development Opportunities**

Site	Size (acres)	Capacity (houses)	Capacity (Flats)	Development Risk	Impact if Developed
1	3.6	72	187	High	Negative

The table above provides minimum density guidance only.

Please note, densities can be greater or lower on some sites. City centre locations will demand higher densities. The above is designed to guide you in how many dwellings may be built on those identified sites that do not yet have planning history.



### **Local Planning Policy**

The land is zoned within the settlement/urban area of . Development is presumed acceptable when within the settlement, subject to it conforming to development control policies and standards. It is also zoned as a conservation area, which creates a tighter layer of development control and makes development harder to gain consent upon. This may make development unattractive to a developer. Trees and listed buildings may also be a barrier to development proposals in such areas.

### **Development Potential of the Subject Property**

The subject property has great potential. The property may benefit from some form of covenant control over neighbouring development land.

## Planning Applications in the Immediate Area

The attached planning report reveals that Site 1 is subject to a live planning consent. The nature of this planning permission is expanded on below. The risk of householder extensions and improvements will always be present.

## **Summary of Immediate Area**

This is where we will we explain what we have found and what impact it may have on the subject property,

This could be a negligible risk development opportunity of a large site over multiple stories.

View our case studies to see the huge variety of risks that we have exposed.

Ask yourself if you really know everything about the location. Have the neighbours got planning permission for an extension/basement?

Is that view over the fields safe from change?

Have the neighbours ever considered selling to a developer?

It could read:

Site 1 is a live site. In ££££ planning permission was granted for ££££ under reference number ££££. Construction may already have begun and if not should be treated as imminent. In our view the site can be considered a high risk of development. If developed the site may have a negative impact on the subject property. Relevant plans of the consented development are attached for your consideration. If development was to be attempted on this site and you were not supportive we would recommend you request more detailed reports on the application site title from your solicitor. Whilst this would reasonably incur an extra legal fee it may uncover a valuable covenant that may control the development potential of any site.



# Site 1



# **RANSOME'S WHARF**

27 - 33 Parkgate Road and 2 - 42 Elcho Street, London, SW1

Planning: [APPLICATION DRAWINGS] MSMR Architects

June 2014

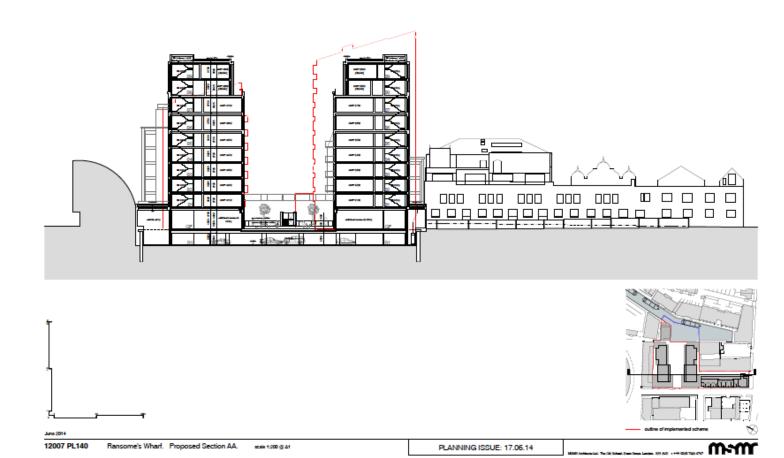














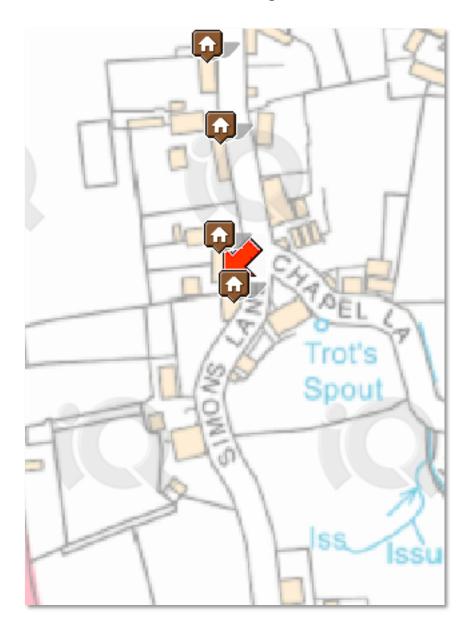
# The Proposed Development

## **Background to the Proposals**

- 4.1 The application site is located within the Ransomes Wharf Focal Point within the London Borough of Wandsworth. As noted previously, the site benefits from planning permission for 158 residential units, 3,353sqm of flexible commercial floorspace (Use Classes A1 A5 and B1), a public piazza, dockside walkway with basement parking, and surface parking and associated landscaping (LPA Ref. 2008/0407). This planning permission has recently been implemented through the discharge of all pre-commencement conditions and the demolition of part of the existing buildings on site.
- 4.2 The applicant is committed to progressing the development of the site for a mix of uses appropriate to the area, however, since planning permission was granted in February 2010, there has been a change in market conditions and requirements for both the residential units and commercial space alongside a change in planning policy requirements. In particular, the commercial market has changed significantly and the demand for large commercial spaces is no longer as robust. Major developments offering large amounts of commercial floorspace are therefore finding it increasingly difficult to let the space provided within their developments.
- 4.3 In response to these changes, an alternative scheme has been designed to address these issues and enhance key aspects of the implemented scheme, such as the public space, permeability, and design of the buildings and spaces to reflect the historic character of the dock and its surroundings. The current proposals have evolved in response to comments raised within pre-application discussions held with the London Borough of Wandsworth and the Greater London Authority (GLA).
- The revised scheme seeks to provide a better response to both the site and current market conditions in a number of ways. It will create an improved public piazza space and will enhance the gateway into the site. This in turn is intended to enhance the development's cultural ambitions and to increase community interaction. The implemented scheme contained a significant proportion of public space which was dedicated to circulation which limited its potential uses. The implemented approach to the different levels across the site, incorporating a ramp and steps, created a significant change in level from the point of entry to the Wharf edge and compromised the open space. The proposed scheme will create a larger flat space at the centre of the site, opening out towards the Wharf edge, which will be more useable and accessible. The revised layout reinforces the 'gateway' entrance and improves the development's relationship with the Wharf and the commercial units surrounding the space.
- 4.5 The implemented scheme contained a range of commercial spaces which were not considered to be commercially viable owing to their size and shape and their location on first and second floors. Additionally, the units shared an access point with the proposed residential units, which made them unattractive to occupiers owing to the lack of direct street access to create active frontages. Furthermore, shared access points compromised the quality of the residential accommodation at this level. The revised scheme seeks to address these issues and will provide a variety of flexible, well proportioned commercial units at ground floor level to reflect market requirements and create strong frontages. The commercial space will flank the new public open space at the centre of the site and will benefit from improved floor to ceiling heights to meet the requirements of occupiers.



# Listed buildings





# Local Policy





# Frequently Asked Questions



#### What is DevAssess?

DevAssess is a unique report that contains information about current and historic planning applications together with a professional opinion about future development opportunities within a 75m radius of a property address, and other local neighbourhood information. It is of particular help in urban areas or where you want to know or are concerned about the risk of any potential future development nearby that could materially affect the enjoyment, view from or value of your intended purchase.

### How is the professional opinion reached?

It is reached following an Ordnance Survey desk top search and by using land identification techniques and skills that developers use to identify development opportunities. DevAssess is produced by a team of residential property consultants who are all land buyers with extensive experience identifying where developers will want to prospect. They are trained in land assembly and the planning system, which gives them a tremendous insight into what can and can't be developed.

## Is this just guesswork?

No. The consultants diagnose where the risk of development exists. Their experience in the house building industry and extensive knowledge of the planning system gives them the skills to assess what land developers will want to buy.

#### How accurate is this report?

Whilst every care has been taken in the formation of this report the accuracy of it must be taken in the spirit that it has been written. It is a prediction of where development may take place. We cannot guarantee what will or will not occur in the future. As planning policies and density standards change this may remove or create further areas of development that could not have been foreseen at the time this report was commissioned. It has been written in good faith to provide better information to buyers who would not otherwise understand the planning system or where development may take place. We cannot of course know which land owners will sell to developers, or if at all. This report is based on our professional opinion of development opportunities within the vicinity of the property. Please note though that it is a prediction of where development may take place and does not, in any way, guarantee what will or will not occur in the future. Please refer to the 'Useful Information' section for details of other data sources used to produce this report.

### Hasn't all the land been developed in urban areas?

No. This is a myth. On average 50-60% of housing land comes from windfall developments within existing urban areas. There are still huge areas of land yet to be developed and, due to a chronic housing shortage, the need to identify land for development is expected to increase further over the next few years. It is inevitable that urban areas will continue to shoulder the vast majority of that burden.

# What will this report show that can't be found in a local authority search?

Apart from road and rail information, a local authority search is restricted to past planning and building regulation history of the property itself. DevAssess considers current and historic planning applications within the boundaries of the property and in the wider area. It is the only report that also identifies where future development may take place.

## What will this report show that can't be found in a planning report?

Whilst a planning report considers current and historic planning information, DevAssess is the only report that considers the future, ie, identifies potential opportunities that a developer would also be looking for that do not yet have relevant planning history.

#### What will not be shown in the report?

The report will not identify large buildings that, due to their condition or scale, may be suitable for conversion or replaced with another structure that is made up of flats or split vertically. It will not identify one for one replacements, extensions or home improvements. The report does not forecast when developments will take place; it identifies where they might.

### How likely is it that development will occur that wasn't identified in the report?

Planning policies do change. When this happens, some areas of development will be opened up that were not previously accessible. Generally this only happens over a 5 year period. As such, a DevAssess report is useful for the average stay in a property.

### Why don't all planning applications appear on the map?

If there are several planning applications within close proximity of each other, the plan may show these as a single point of reference within a red polygon.

### Are there any other benefits in obtaining a DevAssess Search?

Yes. It could indicate some hidden value in an intended purchase, although further advice may be required to provide a better understanding of any value that may exist in the property or any covenants it may benefit from.



# **Planning Data**



The following planning data is supplied by either Landmark Information Group or Groundsure.

DevAssist use this information as part of their investigations.

As this information is provided by a third party we cannot guarantee its accuracy or its completeness.

If you aware of a particular planning application that may have missed or not yet included in the planning data please contact our helpdesk either by phoning 01342 890010 or contacting them by email helpdesk@dev-assist.co.uk

DevAssist will then investigate the application

# Our data partners are:





# Barbour ABI

















# Residential planning applications

	Alterations single dwelling	0 applications within 50m
**	New build up to 10 dwellings	0 applications within 100m
	New build 10 to 50 dwellings / unknown	1 application within 250m
***	New build 50 to 200 dwellings	0 applications within 500m
	New build over 200 dwellings	0 applications within 750m

# Non-residential planning applications

Small up to 250m² / unknown	4 applications within 250m
Medium 250m² to 1500m²	0 applications within 500m
Large over 1500m <sup>2</sup>	0 applications within 750m

This report is issued for the property described as: Laurel Bank, Common Road, Sixpenny Handley, SALISBURY, SP5 5NJ

Report Reference PSP\_64006939\_1\_1

National Grid Reference 399300, 117310

Customer Reference **SF21861042000** 

Report Date **30 January 2015** 

Requested by Mr P Addison, DevAssist, Crown House, 37 High Street, East Grinstead, West Sussex, RH19 3AF

# **Contact Details**

If you require any assistance please contact our customer services team on:

0844 844 9966

or by email at: helpdesk@landmark.co.uk

www.landmark.co.uk
Empowering people with information



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If you have any questions on the contents of this Report please contact Landmark Customer Help Desk which is open from 9am-5.30pm, Monday-Friday via one of the following channels:

# **Telephone**

0844 844 9966

0844 844 9980

## **Email**

info@landmarkinfo.co.uk

### Website

www.landmarkinfo.co.uk

# Landmark works in association with:

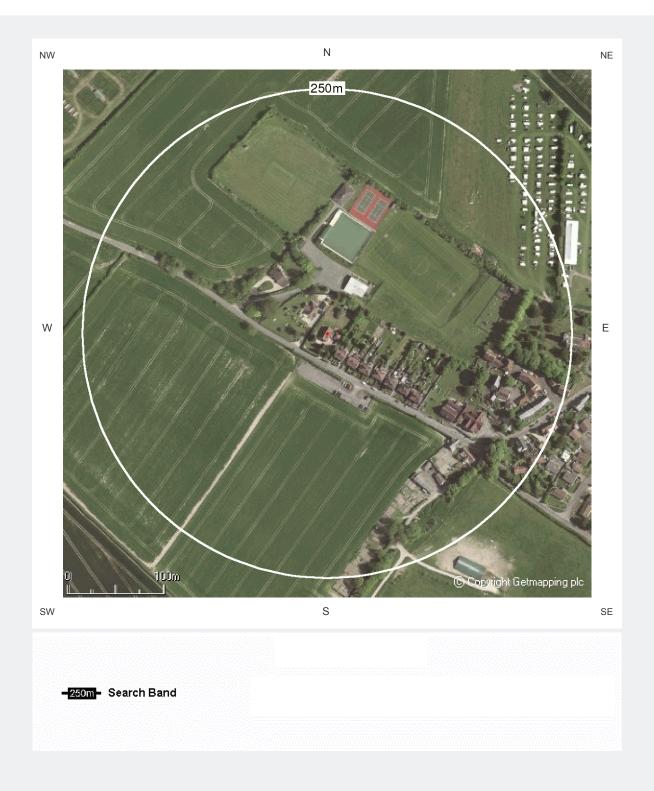






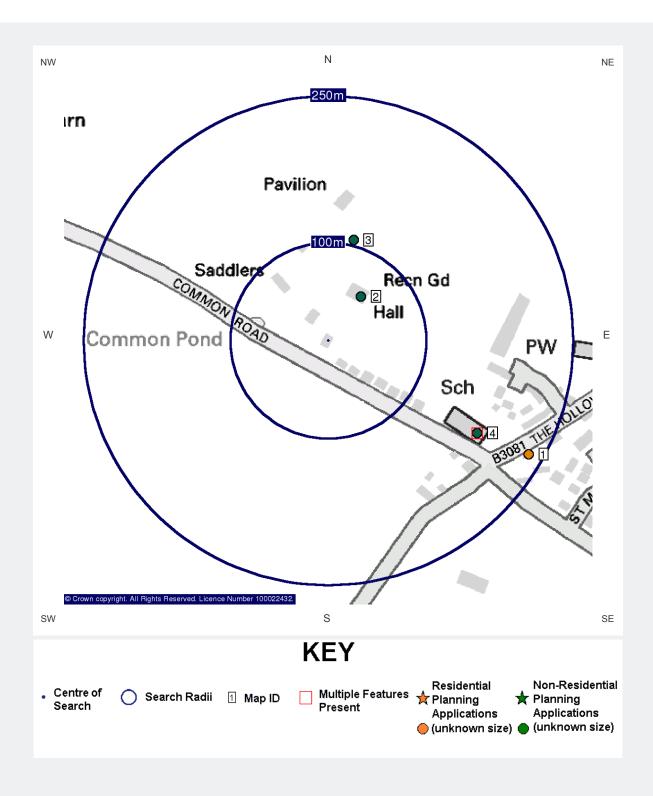


# **Aerial Photo**





# **Planning Applications**





# Planning Applications



# Residential New Build 10 to 50 dwellings / unknown (within 250m)

"Unknown" planning applications refer to those that have been identified as having a financial value in excess of £100,000 however their scale cannot be determined.

ID	Reference (Application No.)	Distance & Direction	Location Accuracy	Site Area	
	Address	Use Class	Туре	Submission Date	Decision
1	3/09/0901/FUL	236m SE	Good	Not Supplied	
	5 The Hollow	C3	New Build	1st October 2009	Not Applicable
	Sixpenny Handley Salisbury, SP5 5NF	Description: House/Dou	ble Garage		



# Planning Applications



Non-Residential Small up to 250m² / unknown (within 250m)

"Unknown" refers to planning applications where their scale cannot be determined.

ID	Reference (Application No.)	Distance & Direction	Location Accuracy	Site Area	
	Address	Use Class	Туре	Submission Date	Decision
2	3/09/0473/FUL	56m NE	Good	Not Supplied	
	Common Road Sixpenny Handley Salisbury, SP5 5NJ	B2/B8  Description: Storage Bui	New Build Iding	15th June 2009	Not Applicable
3	3/12/0282/FUL	106m N	Good	Not Supplied	
	Sixpenny Handley Recreation Ground Common Road, Salisbury Wiltshire, SP5 5NJ	D2  Description: Clubhouse	New Build	21st March 2012	Not Applicable
4	3/09/0948/FUL	180m SE	Good	Not Supplied	
	Common Road Sixpenny Handley, Salisbury Wiltshire, SP5 5NJ	D1  Description: School	New Build	15th October 2009	Not Applicable
4	3/09/0445/FUL	180m SE	Good	600m²	
	Common Road Sixpenny Handley, Salisbury Wiltshire, SP5 5NJ	D1  Description: School	New Build	26th May 2009	Application Withdrawn



# Additional documents within search area

The following documents have been or are in the process of being published by authorities relevant to the search area, but are not included within Landmark's data. You may wish to research these documents independently. This list of development plans is based on boundary information available to Landmark at this time. As a result of this some plans relating to neighbouring authorities may be shown.

Plan Title Dorset LDF - Dorset-Wide Gypsy and Traveller Site Allocations DPD

Plan Type Development Plan Document

Plan Status
Approval or Adopted Date
Submission Draft Period
Operational Date
Under Preparation
Not Supplied
1st December 2015 1st December 2016

Plan Title Dorset Minerals & Waste LDF - Statement of Community Involvement

Plan Type Minerals, Waste or combined Minerals and Waste Plan

Plan Status Adopted Approval or Adopted Date 2013

Operational Date 3rd April 2013

Plan Title Dorset Minerals & Waste LDF - Waste Plan

Plan Type Minerals, Waste or combined Minerals and Waste Plan

Plan Status

Approval or Adopted Date
Submission Draft Period
Operational Date

Under Preparation
Not Supplied
31st August 2015 1st February 2016

Plan Title Bournemouth, Dorset & Poole Structure Plan

Plan TypeStructure PlanPlan StatusAdoptedApproval or Adopted Date2000

Operational Date 13th July 2000

Plan Title Dorset Minerals & Waste Local Plan

Plan Type Minerals, Waste or combined Minerals and Waste Plan

Plan Status Adopted Approval or Adopted Date 1999

Operational Date 12th April 1999

Plan Title East Dorset LDF - Statement of Community Involvement

Plan Type Statement of Community Involvement

Plan Status Adopted Approval or Adopted Date 2006

Operational Date 14th August 2006

Plan TitleBournemouth, Dorset & Poole Waste Local Plan 2006Plan TypeMinerals, Waste or combined Minerals and Waste Plan

Plan Status Adopted Approval or Adopted Date 2006

Operational Date 30th June 2006

Plan Title Dorset Minerals & Waste LDF - Local Development Scheme Plan Type Minerals, Waste or combined Minerals and Waste Plan

Plan Status Approved Approval or Adopted Date 2013

Operational Date 6th December 2013

Plan Title East Dorset LDF - Local Development Scheme

Plan Type Local Development Scheme

Plan Status Approved Approval or Adopted Date 2014

Operational Date 4th November 2014



Plan TitleDorset Minerals & Waste LDF - Minerals Core StrategyPlan TypeMinerals, Waste or combined Minerals and Waste Plan

Plan Status Adopted Approval or Adopted Date 2014

Operational Date 16th June 2014

Plan Title Dorset Minerals & Waste LDF - Minerals Sites Plan
Plan Type Minerals, Waste or combined Minerals and Waste Plan

Plan Status Under Preparation
Approval or Adopted Date Not Supplied
Operational Date Not Supplied

Plan Title East Dorset LDF - Joint Dorset Heathlands DPD

Plan Type Development Plan Document

Plan Status Abandoned
Approval or Adopted Date Not Supplied
Operational Date Not Supplied

Plan Title Christchurch LDF - Site Specific Allocations (Christchurch and East Dorset)

Plan Type Development Plan Document

Plan Status
Approval or Adopted Date
Operational Date
Under Preparation
Not Supplied
Not Supplied

Plan Title South West Regional Waste Strategy

Plan Type Minerals, Waste or combined Minerals and Waste Plan

Plan Status Approved
Approval or Adopted Date 2004
Operational Date Not Supplied

Plan Title East Dorset LDF - Dorset-Wide Gypsy and Traveller Site Allocations DPD

Plan Type Development Plan Document

Plan Status Under Preparation
Approval or Adopted Date Not Supplied

Submission Draft Period 1st December 2015 - Operational Date 1st December 2016



# **Local Development Plans**

This section reports on the local development plan for your area, produced by the Local Authority. It is important to know the policies and proposals in the development plan because these steer future land use and development. We have identified the land use policies and proposals specific to your area and they are shown in the maps in this section.

The Adopted Plan has been through a public inquiry and is the Statutory Plan for your area. The Deposit Plan is the latest draft currently available, and is likely to eventually replace the Adopted Plan (although further revised drafts of the Deposit Plan may be issued at some future point before it is formally adopted). By reporting both, we give you the existing policies and proposals for your neighbourhood as well as the new policies and proposals which will apply in the future. In some instances, we report only one of the two plans.

The red numbers in the table indicate the number of 'Adopted' plans or 'Deposit' plans that have been identified on site, within 0-25m or within 25-200m respectively.

# Land Use Designations on site or within 200m

Your property is within an areas of outstanding natural beauty (See Adopted Plan)

Classification	On Site		25-200m	
	Adopted	Deposit	Adopted	Deposit
Community and Social Facility	0	0	1	0
Heritage Environment	0	0	0	0
Housing	0	0	0	0
Industrial and Commercial	0	0	0	0
Open Land	1	0	0	0
Other (including Mixed Use)	0	0	0	0
Settlement Limit	1	0	0	0
Town Centre and Retailing	0	0	0	0
Transport	0	0	5	0
Waste, Pollution, Mineral, Water and Energy	0	0	0	0

Where a development plan policy covers an area which includes the property, it is classified as "on site" only in the above summary.

The 'Adopted' plan is the formally adopted, statutory plan for the area.

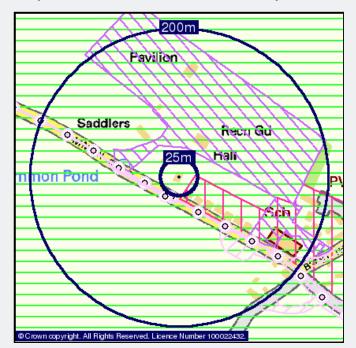
On site is defined as being at, or within 25 metres, of the centre of the search.

The 'Deposit' plan is the latest draft plan published by the local council. '-' means there is no plan of that type for the search area.



# Policies, Proposals and Land Use Designations

Adopted, East Dorset Local Plan, 11th January 2002







# Policies, Proposals and Land Use Designations

Adopted, East Dorset Local Plan, 11th January 2002

Code	Position	Class	Policy	Description
	0m N	Open Land	LSCON1, Area of Outstanding Natural Beauty	Area of Outstanding Natural Beauty (AONB)
	18m	Settlement Limit	CHASE8, 'Windfall' Sites	Village Infilling Policy Area
	SE		HODEV6, Affordable Housing	
0	29m SW	Transport	TRANS1, The Road Hierarchy	County Distributor Roads
0	32m SW	Transport	CHASE12, Pedestrians and Traffic Calming	Cycleway/Footpath/Trailway/ Recreational Route
	40m NE	Community and Social Facility	RCDEV1, Recreation	Open Space/Recreation
	88m SE	Transport	CHASE10, Sixpenny Handley Bypass	Car Parking
	158m SE	Transport	CHASE9, Sixpenny Handley Bypass	New Road Construction
	198m SE	Transport	CHASE11, Pedestrians and Traffic Calming	Traffic Calming

If there are any of the following designations on your property these will affect your development rights, and you may also be affected if they fall close to your boundary. You can find out more from your local authority, details are given in the Contents section.

- Ancient Monument Sites
- Area of Archaeological Importance
- Area of Outstanding Natural Beauty
- Article 4 Directions
- Conservation Areas
- Green Belt
- National Parks
- Norfolk & Suffolk Broads
- Site of Special Scientific Interest / Nature Conservation



# **Local Development Framework**

The Local Development Framework is a group of documents that outline how planning will be managed in your area. This section reports on the documents which form part of your local LDF, produced by your local Authority. From the available documents, we have identified the land use policies and proposals specific to your area and they are shown in the maps below. These details are used by your Local Authority to steer future land use and development.

The Adopted Plans are the statutory plans for your area. The Submission draft documents are the latest drafts currently available, and are likely to become Adopted Plans in the future (although revised drafts may be issued before they are formally adopted).

By reporting both status of plan, we give you the existing policies and proposals for your neighbourhood as well as the new policies and proposals which may apply in the future. If there are no Submission draft documents available we only report the statutory Adopted Documents (if the Local Authority has published them).

## Land Use Designations on site or within 200m

Classification	On Site		25-200m	
	adopted	draft	adopted	draft
Boundaries	0	1	0	0
Community and Social Facilities	0	0	0	0
Economy	0	0	0	0
Heritage Environment	0	0	0	0
Housing	0	0	0	0
Open Environment	0	2	0	1
Other Area/Site	0	1	0	0
Resources and Wastes	0	0	0	0
Retail and Town Centres	0	0	0	0
Rural Settlements	0	0	0	0
Transport Infrastructure	0	0	0	2

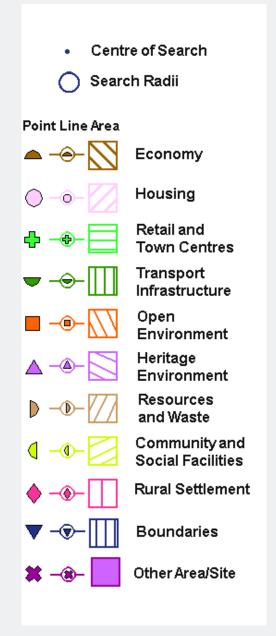
### Documents searched in this section

Plan Title	Plan Status	Document Date	Document ID
Joint Core Strategy	Submission Draft	25th February 2013	637_1



# **Local Development Framework - Vicinity Mapping Draft**





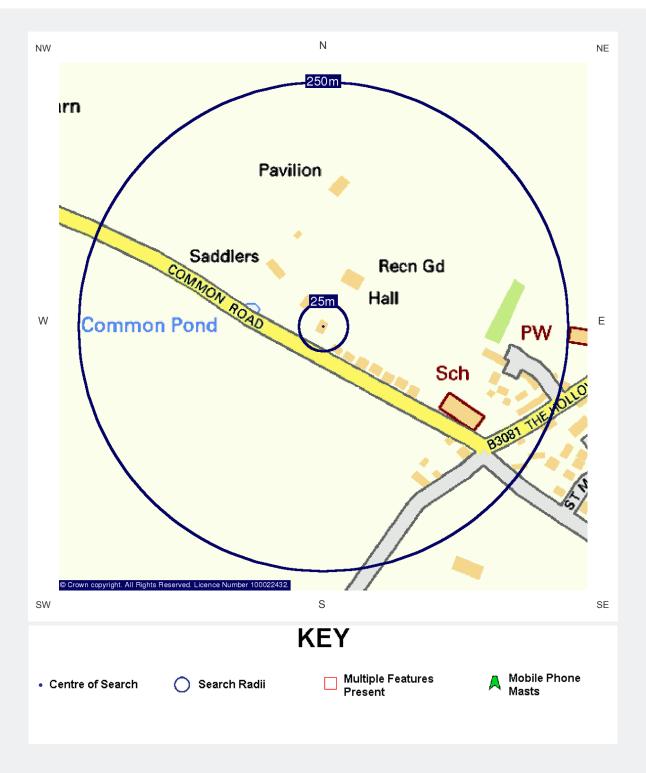


# **Draft Vicinity Map**

Code	Position	Class	Policy	Description	Document ID
	0m N	Boundaries	No linked Policies	Joint Core Strategy Plan Boundary	0637_1
	0m N	Open Environment	ME7 Managing The Natural Environment	Groundwater Source Protection Zones	0637_1
	0m N	Open Environment	HE3 Creating High Quality And Distinctive Environments	Area of Outstanding Natural Beauty (AONB)	0637_1
	14m SE	Other Area/Site	No linked Policies	Village Infilling Policy Area	0637_1
	40m NE	Open Environment	HE4 Creating High Quality And Distinctive Environments	Open Space / Recreation	0637_1
a a	51m SW	Transport Infrastructure	KS11 The Key Strategy	County Distributor Roads	0637_1
	198m SE	Transport Infrastructure	No linked Policies	Traffic Calming	0637_1



# **Mobile Phone Masts**

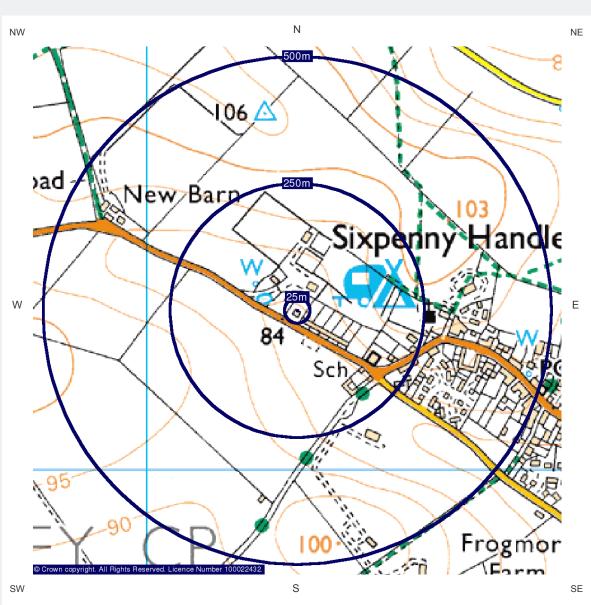


No mobile phone masts have been identified within 250m of the search location.

Data © OFCOM December 2006.











# Housing and Neighbourhood

# **Housing Market**

The following information is based on households in the postcode sector for SP5 5NJ

Home Ownership	Typically %	National Average %
Owned Outright	18.42	30.26
Mortgaged	31.04	39.56
Rented (Private)	4.21	8.88
Rented (Council)	8.42	12.12
Rented (Housing Trust)	34.42	5.5
Other Tenure	3.48	3.66

Housing Type	Typical Composition %
Detached	12.5
Semi-Detached	41.43
Terraced	33.03
Flats	12.78
Other	.25

<sup>©</sup> EuroDirect Database Marketing Ltd.

# **Neighbourhood Information**

Local Authority: East Dorset District Council

Tax Band	Local Cost	National Average
Band A	£1125.2	£967.55
Band B	£1312.73	£1128.81
Band C	£1500.26	£1290.07
Band D	£1687.8	£1451.33
Band E	£2062.86	£1773.85
Band F	£2437.93	£2096.37
Band G	£2813	£2418.89
Band H	£3375.6	£2902.66

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# Housing and Neighbourhood

# **People**

The predominant family type for this area is:

Poorer Singles in Outer Suburban Family Neighbourhoods

These are suburban neighbourhoods with a significant proportion of single and single parent households living amongst two parent families. Adult ages are mixed as are the ages of their children. These residents live in smaller than average semi-detached and terraced properties, many of which are unmodernised and therefore commanding low values. Although some have been able to mortgage their properties, many are instead choosing to get their foot on the property ladder with help from housing associations. These are reasonably stable areas with the majority of residents having lived in these parts for more than four years and others having taken residence there for much longer. Household income in these areas is low and we see the residents working in a mixture of positions. Few have furthered their education past school, although most are in employment. Unemployment levels therefore are only slightly higher than the average. There are a significantly larger proportion of parents staying at home to look after the children than across the UK as a whole. These residents are far more likely to read the popular tabloid press than the average consumer. Car ownership is well below average and residents typically take public transport, cycle or walk to work.



NB: Where a postcode comprises less than 16 addresses the information is derived from the wider postcode sector. © EuroDirect Database Marketing Ltd

# **Average Property Price**

The average property price in this postcode is from:

£190,219 - £207,408

The average price bands are calculated by EuroDirect using the latest available data from Her Majesty's Land Registry. They represent a snapshot in time as at the most recent date.

NB: Where a postcode comprises less than 16 addresses the information is derived from the wider postcode sector. © EuroDirect Database Marketing Ltd





# **Local Authority Crime Statistics**

Crime Reporting Area: East Dorset District Council

Number of Households: 37 (thousand)
Population: 87.8 (thousand)

Police Force Information: Dorset

		Per 1000	Population
Offence	Total Locally	Locally	Nationally
Robbery	6	.06	.9
Theft of a Motor Vehicle	54	.61	1.42
Theft from a Motor Vehicle	302	3.43	4.71
Sexual Offences	40	.45	.89
Violence against the person	367	4.17	12.66
		Per 1000 l	Households
Offence	Total Locally	Locally	Nationally
Burglary	114	3.08	8.59

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# **Theft Insurance Claim Rating**

An insurance claims rating has been generated for theft. This rating is derived from the number of insurance claims in your postcode sector since 2000.

Risk Rating: Medium Risk

## Footnote:

As a guide an indication of the risk rating would be as follows:-

The figures may be the result of one event or cumulatively over time and are indicative only. A sector may appear to have a higher risk due to repeated claims on a single property or group of properties.

<sup>&</sup>quot;High Risk" is a sector with more than 6 claims per 1000 households

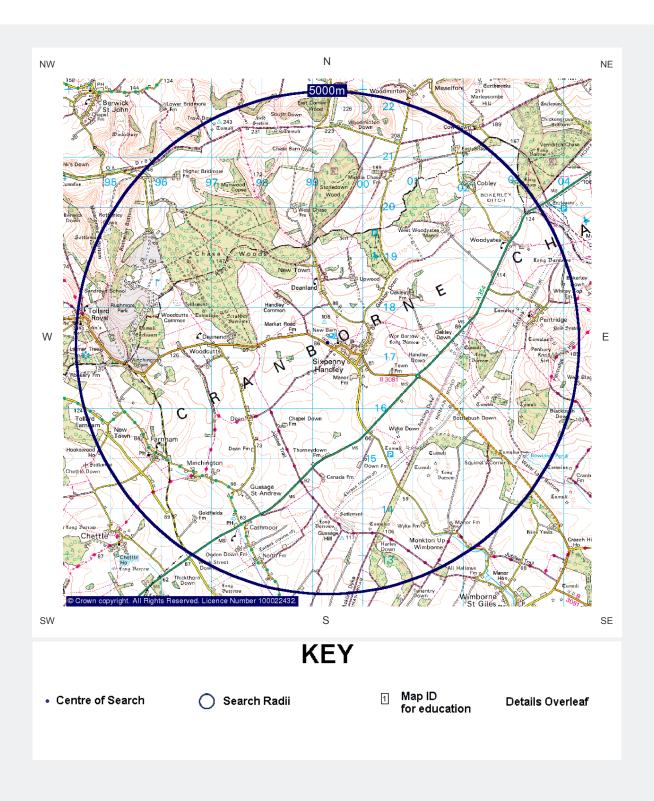
<sup>&</sup>quot;Medium Risk" is a sector with between 3 and 6 claims per 1000 households

<sup>&</sup>quot;Low Risk" reflects few claims with less than 3 claims per 1000 households

<sup>&</sup>quot;Very Low Risk" indicates no claims records

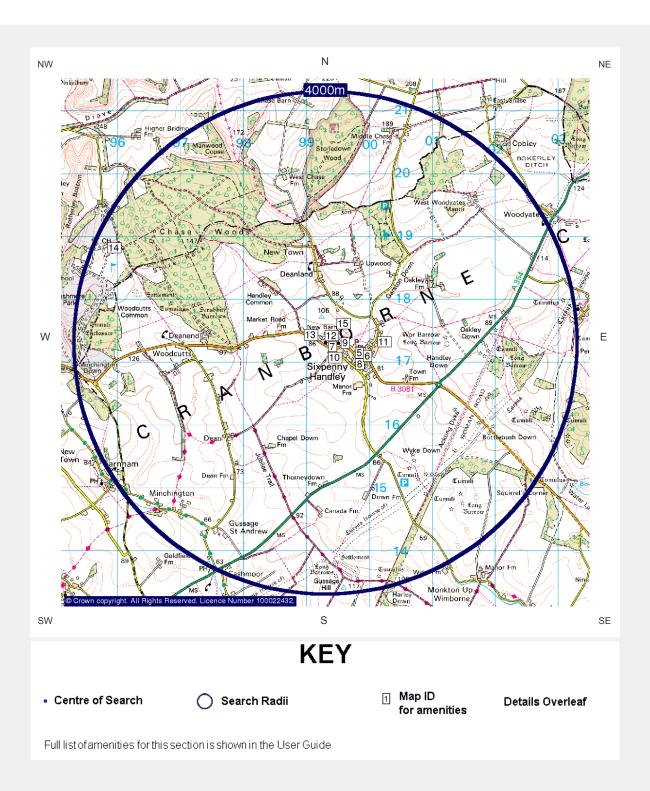














# **Eating and Drinking**

# Pubs, Bars & Inns

Map ID	Amenity	Name	Address	Location
5	Pubs, Bars and Inns		22, High Street, Sixpenny Handley, Salisbury, SP5 5NR	529m E

# **Retail Outlets**

## **Markets & Convenience Stores**

Map II	Amenity	Name	Address	Location
6	Convenience and General Stores	C & B Styles	12, High Street, Sixpenny Handley, Salisbury, SP5 5NR	652m E

# **Local Services**

# **Post Offices**

Map ID	Amenity	Name	Address	Location	
5	Post Offices	Post Office (Handley)	24, High Street, Sixpenny Handley, Salisbury, SP5 5ND	518m E	
Letter Boxes					
7	Letter Boxes	Letter Box	Common Road, SP5	87m SE	
Public Telephones					
8	Public Telephones	Public Telephone	Outside The Telephone Exchange	543m E	

<b>Places</b>	of Worship

i laces of Worship						
9	Places of Worship	St Mary's Church	The Hollow, SP5	262m E		

(B3081), Salisbury, SP5 5NR

# **Allotments**

10	Allotments	Allotment Gardens	Brushy Bush Lane, SP5	225m S
	Allotments	Allotment Gardens	Nr Chase Crescent, SP5	1831m W

# **Healthcare Facilities**

# **Doctors**

Map ID	Amenity	Name	Address	Location
11	Doctors Surgeries	Dr Nodder & Partners	Dean Lane, Sixpenny Handley, Salisbury, SP5 5PA	841m E

# **Clinics & Health Centres**

11	Clinics and Health Centres	Community Nurses	Dean Lane, Sixpenny Handley,	841m E
			Salisbury, SP5 5PA	

# **Sports Facilities**

**Sports & Leisure Centres** 

Map ID	Amenity	Name	Address	Location
1 1	Sports Grounds, Stadia and Pitches	Playing Field	Wheelwright'S Close, SP5	124m NE

# **Tennis & Squash Courts**

13	Tennis Facilities	Tennis Courts	Common Road, SP5	140m N
	Tennis Facilities	Tennis Court	Straight Lane, SP5	1981m W



**Golf Courses & Ranges** 

Map ID	Amenity	Name	Address	Location
14	Golf Ranges, Courses,	Rushmore Golf Club	Rushmore Park, Tollard Royal,	3766m NW
	Clubs and Professionals		Salisbury, SP5 5QB	ı

# **Leisure & Recreation**

Picnic Areas & Playgrounds

Map II	D Amenity	Name	Address	Location
15	Playgrounds	Play Area	Wheelwright'S Close, SP5	179m E

Bingo, Bowling & Snooker Halls

	13	Bowling Facilities	Bowling Green	Common Road, Sixpenny Handley, SP5	105m N
- 1	13	Downing i aciiilies	DOMINI GIECH	Common Noad, Sixpening Handley, St. 5	I U JIII I N

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# **Useful Information**

The information in this Plansearch report must be read in conjunction with the User Guide, which can be found on the Landmark website (website details on Contents page).

If after reading the report you require further information, please contact the relevant organisation, listed in Contacts section. Please note, however, that the contacts are not in a position to advise how the details may affect the value of the property. You should discuss the findings of this report with your professional advisor.

### **Planning Applications**

The raw planning application information is supplied by Barbour ABI, derived from local authority weekly planning lists.

#### Location

Each application is identified in accordance with the address provided by the local authority. Where this address is incomplete, an approximate location has been inferred. A location accuracy code is given for each application.

'Good' indicating location to the actual site.

'Fair' indicating location adjacent to the site.

'Approx' indicating location on the road of the site, typically within 300m.

'Wider Area' indicating location within the geographical locality or road, typically within 1km.

'Multiple Sites' indicating that the application relates to multiple sites.

## Road, Rail, Utility & Large Developments

Applications for road, rail, utility and large development often do not have definite addresses but are identified by general descriptions (eg, "Land adjacent to Haven Road", "Kings Cross" or "Cross Rail"). It is possible the single address point reference will not be found within the search area, even though much of the actual development site falls within it.

#### **Decisions**

We track local authority decisions for large applications as "refused" "withdrawn" or "approval granted". However, if an application concerns you, we would strongly advise you to find out more from your local planning authority (see Contacts section). For example, where an application is refused, it may subsequently be granted on appeal, so the indication we provide on decisions is not necessarily the final word. Also, we assume that where Barbour ABI indicate that a contract has been granted, the application has also been granted, but in a few instances this may not be the case.

#### Tenders

Some findings in the Planning Applications section may be shown as being a tender or contract. This usually indicates that a Planning Application has already been submitted.

## **Land Use Policies and Allocations**

Land Use policies are derived from the proposals maps of development plans, which are produced by local authorities. Development plans go through a series of consultation stages where the plan is known as a "deposit" version. When it is "adopted" the plan becomes the statutory policy basis for the area covered.

This report includes the mapped policies of both the adopted plan and the latest deposit plan. Only the basics of each mapped policy are reported. The local development plan includes detailed explanations of all policies and proposals, many of which are unmapped and so are not included in this report.

We recommend that you contact the local authority (see Contacts section) if anything reported in this section is of concern to you, or if you would like further information about the development plan policies.

## Land Use Policies Classifications

Land use policy classifications differ between local authorities in the way they are represented in development plans. We have standardised different types of land use and development into 10 classes for ease of use.



Housing	Residential and other housing developments. Includes redevelopments and conversions		
Transport	Transportation including planned corridors for new roads, minor and major roand rail alterations and a range of cycle, pedestrian and parking policies.		
Open Land	Includes greenbelt nature conservation areas, Sites of Special Scientific Inter (SSSI), Areas of Outstanding Natural Beauty etc.		
Heritage Environment	This will often indicate a conservation area, where special development cont rules will apply.		
Town Centre & Retailing	As well as urban shopping areas, this includes retail servicing areas.		
Industrial and Commercial	Includes commercial development sites, offices, warehouses, hotels, business and industry.		
Community & Social Facility	Health, education, sport, leisure, social areas and allotments.		
Waste, Pollution, Mineral, Water & Energy	Includes waste processing and utilities (including sewerage) and potential development hazard areas.		
Settlement Limit	Indicates boundaries to built areas.		
Other (including Mixed Use)	Areas and sites not covered by above classes. Includes mixed use and special policy areas and sites.		

### **Local Authorities and Council Services**

District Councils are responsible for services, which normally include housing, development planning and control, environmental health and refuse collection.

County Councils are responsible for services, which normally include education, social services, roads and highways, traffic and transportation waste disposal sites, recycling, libraries.

Unitary Authorities are normally responsible for the services of both district and county councils. National Parks have their own statutory planning powers and responsibilities.

Many other services, however, are provided by the different types of councils stated above.

### Mobile Phone Masts

This section identifies mobile phone masts from the website www.sitefinder.ofcom.org.uk as recorded at December 2006

## Rights of Way

This section shows Ordnance Survey mapping with footpaths, bridleways and other rights of ways indicated.

### **Neighbourhood Information**

#### Housing and Population

This gives a breakdown of home ownership in the area (privately owned, mortgaged and rented, council or housing trust rented) and the type of housing in the area (detached, semi detached, terrace maisonette, flat). Also shown is the average property price for the area and a summary of the socio-demographic profile of the local populace - These data are provided by Eurodirect. Also within this section, the relevant local authority is provided, along with details of council tax bands and how they compare nationally - HMSO Crown Copyright Data.

## Education

The nearby state and private primary schools, secondary schools, further and higher education establishments are listed. In England, examination performances are also reported where provided by the relevant authority. These data are HMSO Crown Copyright.

#### Crime

This section gives the relevant police force for the area, along with some selected crime statistics compared to national averages - HMSO Crown Copyright. Additionally a theft insurance claims rating is provided, this data is provided by Eurodirect.

## **Amenities**

### **Local Amenities**

The nearest shops, restaurants, hospitals and other essential amenities are highlighted.





## **Local Council Contacts**

New Forest District Council Appletree Court Lyndhurst Hampshire SO43 7PA Telephone 023 8028 5000, Fax 023 8028 5223 Website www.nfdc.gov.uk

East Dorset District Council Council Offices Furzehill Wimborne Dorset BH21 4HN Telephone 01202 886201, Fax 01202 841390 Website www.eastdorsetdc.gov.uk

Planning Department
North Dorset District Council
Norden
Salisbury Road
Blandford Forum
Dorset
DT11 7LL
Telephone 01258 454111, Fax 01258 480179
Website www.north-dorset.gov.uk

Salisbury District Council (now part of Wiltshire Council)
61 Wyndham Road
Bourne Hill
Salisbury
Wiltshire
SP1 3AH
Telephone 01722 336272, Fax 01722 434520
Website www.salisbury.gov.uk

## **County Council Contacts**

Dorset County Council County Hall Dorchester Dorset DT1 1XJ Telephone 01305 251000, Fax 01305 224482 Website www.dorsetcc.gov.uk

# **Other Contacts**

Planning Department
Wiltshire Council
County Hall
Bythesea Road
Trowbridge
Wiltshire
BA14 8JN
Telephone 01225 713000
Email customerservices@wiltshire.gov.uk
Website www.wiltshire.gov.uk



Planning
South West Regional Assembly
Dennett House
11 Middle Street
Taunton
Somerset
TA1 1SH
Telephone 01823 270101, Fax 01823 425200
Email swra@southwest-ra.gov.uk
Website http://www.southwest-ra.gov.uk/

### **Other Contacts**

Landmark Information Group Ltd - Landmark Info Helpline Legal & Financial, Imperium, Imperial Way, Reading, Berkshire RG2 0TD Telephone 0844 844 9966, Fax 0844 844 9980 Email info@landmarkinfo.co.uk Website: www.landmarkinfo.co.uk

The Landmark Website contains links to many of our data suppliers, which may be of use.

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# **Search Code**

#### IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Landmark Information Group Ltd, Imperium, Imperial Way, Reading, Berkshire, RG2 0TD. Telephone: 0844 844 9966, Fax No: 0844 844 9980, email: <a href="helpdesk@landmark.co.uk">helpdesk@landmark.co.uk</a> which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code.

#### The Search Code:

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

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

#### The Code's core principles

Firms which subscribe to the Code will:

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

### **COMPLAINTS**

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

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

## **TPOs Contact Details:**

The Property Ombudsman Scheme Milford House 43-55 Milford Street Salisbury Wiltshire SP1 2BP Tel: 01722 333306

Fax: 01722 332296 Email: admin@tpos.co.uk

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

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



# **Search Code**

### **COMPLAINTS PROCEDURE**

If you want to make a complaint, we will:

- Acknowledge it within 5 working days of its 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:

Head of Customer Relations Landmark Information Group Ltd Landmark UK Property Imperium Imperial Way Reading RG2 0TYD

Telephone: 0844 844 9966

E-mail: helpdesk@landmark.co.uk

Fax: 0844 844 9980

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: <a href="mailto:admin@tpos.co.uk">admin@tpos.co.uk</a>.

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

# **LANDMARK STANDARD TERMS & CONDITIONS**

Full Terms and Conditions can be found on the following link:

http://www.landmarkinfo.co.uk/Terms/Show/515



# **Important Consumer Protection Information**

This search has been produced by DevAssist Ltd of Crown House, High Street, East Grinstead, West Sussex, RH19 3AF tel: 01342 890010 email info@dev-assist.co.uk which i registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

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

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

### The Code's core principles

Firms which subscribe to the Search Code will:

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

Complaints: If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation up to £5,000 to you if he finds that you have suffered actual loss as a result of your search provider failing to keep to the Code. Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPOs or to the PCCB.

TPOs Contact Details: The Property Ombudsman scheme Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP Tel: 01722 333306

Fax: 01722 332296 Email: admin@tpos.co.uk

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

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

**DevAssist Complaints Procedure:** DevAssist is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly. If you want to make a complaint, we will:

Acknowledge it within 5 working days of receipt.

Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.

Keep you fully informed by telephone, letter or emial, as you prefer, if we need more time.

Provide a final reponse, in writing, at the latest within 40 working days of receipt.

Liase, at your request, with anyone acting formally on your behalf.

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

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

Complaints should be sent to: Customer Services at DevAssist Ltd, Crown House, High Street, East Grinstead, West Sussex, RH19 3AF.

Telephone number: 01342 890010 E-mail address: info@dev-assist.co.uk



# **Important Consumer Protection Information**

Terms and Conditions for DevAssist products.

- 1. Definitions
- In these Terms the following words shall have the following meanings:

  1.1 'Client' means the seller, buyer, potential buyer, owner or lender in respect of the Property who is the intended recipient of the Report notified in writing to us.
- 1.2 "Company" means a company registered at Companies House in respect of which DevAssist has
- been instructed to provide a Service.

  1.3 "Intellectual Property Rights" means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property right.
- 1.4 "Literature" means DevAssist brochures, price lists and advertisements in any type of media, including the content of the Website.
- including the content of the website.

  1.5 "Order" means the request for Services by You.

  1.6 "Property" means an address or location for which DevAssist provides a Service
- 1.7 'Report' means the report prepared by DevAssist in respect of the Property.

  1.8 "Service(s)" means the supply of services by DevAssist to You including but not limited to property searches, reports and photographs, and other services from time to time and includes our instructions to a Supplier, on your behalf and the dissemination of the information subsequently provided by the Suppliers.
- 1.9 "Supplier" means any organisation or third party who provides data or information of any form to DevAssist for the purposes of providing the Services.

- DevAssist for the purposes of providing the Services.

  1.10 "Ferms" means these terms and conditions of business.

  1.11 "Website" means our websites located at www.dev-assist.co.uk

  1.12 "We", "Us", "Our", DevCheck, DevAssess, DevHelp, DevAssist are references to DevAssist Ltd a company incorporated in England and Wales with registered number! "#\$%%&\$ England and whose registered office is situated at "()\*+.\*\*(/0(12340/5678(9+774-0(;<)\*(&;;=
  1.13 "You"" and "Your" are references to the individual, company, partnership or organisation who accesses the Website or places an Order.

  2 Aorzement
- 2. Agreement
- 2.1 The agreement between You and DevAssist shall come into existence when DevAssist accepts your completed Order.

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

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

  2.4 These Terms together with the Literature and Order comprise the whole agreement relating to the supply of the Services to You by DevAssist You have not relied upon any representations save insofar as the same have been expressly incorporated in these Terms and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.
- 3.1 DevAssist shall use reasonable care and skill in providing the Services to You and shall use only established and trusted suppliers where obtaining information or data from third parties. Where Suppliers require or provide their own conditions for use to which you are required to be a party you
- agree to enter into the relevant contract with the Supplier.

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

  3.3 Our Services are provided solely for Your use, or the use of Your Clients on whose behalf You have commissioned the Services, and shall not be used or relied upon by any other party, without
- 4. Price and Payment
- 4.1 The price payable for the Services shall be in pounds sterling as set out in the Literature. The price for the Services shall be exclusive of any value added tax or other similar taxes or levies, which
- You shall be additionally liable to pay to DevAssist.

  4.2 Payment is due in full from You within 30 days of the date of Our invoice (or as contracted) without deduction, counterclaim or set off.
  4.3 DevAssist reserves the right to amend its prices from time to time and the Services will be
- charged at the price applicable at the date on which an Order is submitted.
  4.4 If You fail to pay Our invoice on or before the due date, DevAssist 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 payment is made in full.
- Cancellation of Services
- 5.1 If You want to cancel an Order submitted to Us then You must notify Us in writing as soon as reasonably practicable after the Order has been submitted. Unless otherwise agreed by Us in writing, You shall remain liable for any expenses or disbursements We may have incurred prior to receiving your notice of cancellation. All expenses or disbursement must be paid in accordance with Term 4.2.
- 6. Termination
  6.1 DevAssist may suspend or terminate any agreement with You without any liability to You with immediate effect if at any time:
- (ii) If You repeatedly breach or commit or cause to be committed a material breach of these (iii) You commit a breach and You fail to remedy the breach within 7 days of receipt of a written
- notice to do so.

  6.2 If the agreement is terminated under this Term 6 and You have made an advance payment We
- will refund You a reasonable proportion of the balance as determined by Us having regard to the value of Services already provided to You.
- Events Beyond Our Control
   We reserve the right without notice or liability to You, to defer the date of performance or to cancel the provision of the Services (as set out in a particular Order) 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. Warranties and Limitation of Liability
- 8.1 We provide warranties and accept liability only to the extent stated in this Term 8.

  8.2 We do not exclude or restrict our liability for death or personal injury caused by our own
- negligence or any other liability the exclusion of which is expressly prohibited by law.

  8.3 Unless otherwise indicated on the front page of the Report, We confirm that any individuals within Our business who conducted any searches has not knowingly had any personal or business relationship with any individual involved in the sale of or dealings with the Property.

  8.4 In providing the Services you acknowledge and accept that:-
- (ii) DevAssist's only obligation is to exercise reasonable care and skill in providing the Services.

  (ii) DevAssist shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event,

- (iii) The Services do not include any information relating to the value or worth of the Property or the
- (1v) The Services have not been prepared to meet Your or anyone else's individual requirements and You assume the entire risk as to the suitability of the Services and waive any claim of detrimental reliance upon the same.
- (v) DevAssist cannot warrant or guarantee that the Website or any website linked to or from the Website will be uninterrupted or error free or free of viruses or other harmful components and furthermore DevAssist cannot warrant the performance of any linked internet service not operated by DevAssist. Accordingly DevAssist shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to Your computer equipment, software, data or other property resulting from Your access to, use of or browsing of the Website; or as a result of downloading any material, data, text, images, video or audio from the Website; or by the contents of or Your access to, any website linked to the Website; or for inaccuracies or typographical errors of information or on the
- (vi) Time shall not be of the essence with respect to the provision of the Services.
  (vii) Any services other than our Services, which are advertised in the Literature are for information only, and We are not responsible for any such services which You may use as a result of our recommendation or otherwise. Any such third party services may be subject to the terms and conditions of the relevant third party service provider.
- 8.5 In connection with the Report You undertake to make a reasonable inspection of any results set out therein to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify Us in writing of such defect as soon as possible after its discovery and acknowledge that DevAssist shall not be liable for any defect, failure or omission relating to the
- acknowledge that DevAssist shall not be liable for any defect, failure or omission relating to the Services that is not notified to DevAssist within three months of the date of the issue becoming apparent and in any event within two years of the date of the Service.

  8.6 We use only established and trusted data search providers as Suppliers but where information contained in the Services and/or the Report is obtained by us from these Suppliers DevAssist cannot control the accuracy or completeness of the information provided by the Suppliers, nor is it within the scope of AC's Services to check the information provided by its Suppliers. Accordingly, you hereby acknowledge and accept, notwithstanding any other legal remedy available to you in this Term 8 or otherwise, that DevAssist shall not be liable for any faults, errors, omissions or inaccuracies of whatever nature in the information contained in the Reports and/or Services which is due to or caused by the Supplier EXCEPT WHERE such fault, omission, error or inaccuracy is caused by caused by the Supplier EXCEPT WHERE such fault, omission, error or inaccuracy is caused by DevAssist's negligence and including negligent or incorrect entry of data by DevAssist in the records searched, any negligence or incorrect interpretation by DevAssist of the records searched and any negligent or incorrect recording of that interpretation by DevAssist in the Report and/or Services
- provided by DevAssist.

  8.7 Where our Suppliers may be in breach of their own terms of business with us and as a result of that breach the information contained in the Services or the Report is inaccurate or incomplete we undertake to use our reasonable endeavours to assist you with any complaint or claim you choose to bring against the Supplier in your capacity as the end-user of the service provided by the Supplier or as agent for the Client. This undertaking is strictly subject to the following conditions:

  (i) Any such claim is of a material nature and arises solely and directly out of the inaccuracies, errors
- or omissions of the data provided by the Supplier.

  (ii) The terms and conditions of the Supplier provide for the course of action you have chosen to
- (iii) You have used all reasonable endeavours to mitigate any loss or damage you have suffered as a
- result of the inaccuracies errors or omissions of the data provided by the Supplier.
  (iv) You agree to pay our reasonable costs if you require our input in this action beyond what we deem to be reasonable. In certain circumstances we may bring a claim against our Supplier on your behalf (and in consultation with you) provided you have given us full particulars of the claim and written
- confirmation that you authorise us to (i) decide what action if any to take; (ii) that we shall have exclusive control over, and conduct of, all claims and proceedings; (iii) that you shall provide us with all assistance that we may reasonably require in the conduct of any claims or proceedings; and (iv) that you shall bear the cost of any proceedings on the basis that you shall be entitled to retain all sums recovered in any action for your own account.

  8.8 In any event, and notwithstanding anything contained in these Terms, DevAssist's total liability in
- contract, tort or otherwise shall not exceed f.2m in respect of any single claim, event, or series of related claims or events and, save as set out herein, all warranties, conditions and other terms implied by statute or common law are excluded, to the fullest extent permitted by law. 9. Intellectual Property Rights
- 9.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned 9.1 You acknowledge that an interfectual Property Rights in the Services are and shari remain owner by either DevAssist or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.

  9.2 You agree that You will treat and will procure that Your clients on whose behalf You have commissioned the Services will treat as strictly private and confidential the Services and all
- information which they obtain from the Services.

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

  9.4 You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this Term 9.
- 10. General
  10.1 You shall not be entitled to assign Your agreement with Us or any part of it without Our prior written consent.

  10.2 We may assign the agreement or any part of it to any person, firm or company
- 10.3 The parties to these Terms do not intend that any term of Our agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these
- Terms or a permitted assignee.

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

  10.5 Any waiver by Us of any breach of, or any default under, any provision of the agreement by You
- will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the agreement.
- 10.6 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. 10.7 Unless otherwise stated in these Terms, all notices from You to DevAssist or vice versa must be in writing and sent to DevAssist's registered office address as stipulated in Term 1.12 or Your address as stipulated in the Order.

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