

Date of Report: 03/02/2015

Your Reference: BA98ET08012015

Order Number: DE MS DS BA98ET08012015

Our Reference: DEDA0509

Property: **Clayhaven, Rectory Lane, Charlton Musgrove, Wincanton, Somerset, BA9 8ET**

The chances of development being permitted in this location are:



SUMMARY

Does the subject property have development potential?	YES
Does the property have potential as part of a larger development?	NO
Should further investigations be made regarding adjoining land?	YES
Should the property be considered for an alternative use?	NO

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

KEY FINDINGS

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

Please note: Sites identified 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. Ordnance Survey desk top search 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

The choices this report presents

This report seeks to establish the development potential of the searched property. You can use this information to decide whether to buy or sell the property, conscious of what value it may have, or not have, 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 control the access to some land with tremendous hidden value. Perhaps the property could itself have an involvement in a development with great financial benefits. It may of course have none of the above and you have bought some peace of mind that you are not selling at under market value.

Please note that identified sites may not be developable because other landowners may 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.

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.



Legend

Do not scale



Search Property



Potential Development Sites

The chances of development being permitted in this location are:



Land Identified for Development:

Table of Density Predictions

(to be used in conjunction with Identified Development Opportunities)

Site	Plot Size (acres)

Acre	Hectare	Minimum Density
0.1	0.04	1 to 2 units
0.2	0.08	2 to 3 units
0.3	0.12	3 to 4 units
0.4	0.16	5 units
0.5	0.2	6 units
0.6	0.24	7 units
0.7	0.28	8 to 9 units
0.8	0.32	9 to 10 units
0.9	0.36	11 units
1.0	0.4	12 units

The table above provides minimum density guidance only.
 For sites larger than 1 acre please multiply by the site size.
 e.g. site size 2.3 acres = 27/28 units

Current Zoning in Local Plan

Here we explain what planning designation the subject property is within.

Development Potential of the Property

The subject property is 0.13 of an acre (526.09m²).

It is currently a ???????? structure in a wide plot with similar structures being the dominant type of property in this area. Its development potential has been carefully considered.

We have concluded that there is no development potential. We have considered replacement of the existing structure with a more substantial structure and the creation of a larger site by assembling neighbouring properties. The latter would assume that neighbours are interested and motivated to sell. In both cases neither option is considered feasible in planning terms and extremely unlikely to be economically viable.

The subject property has no relevant planning history.

It is our conclusion that the existing value as a C3 domestic dwelling is the optimum use and value of the subject property. It has no viable development potential or hope value.



Local Policy





Proposals Map (West)

KEY

	Boundary of Local Plan		Subsidised Affordable Housing at Bourne Mill, Farnham Policy H5A
	Green Belt Policy C1		Run off and flooding Policy D12
	Countryside beyond the Green Belt Policy C2		Godalming Hillside Policy BE5
	Surrey Hills Area of Outstanding Natural Beauty (AONB) & Area of Great Landscape Value (AGLV) Policy C3		Low Density Residential Areas Policy BE6
	Area of Great Landscape Value (AGLV) only Policy C3		Rural Settlement Boundaries Policy RD1
	AGLV treated as being within the Surrey Hills AONB Policy C3		Major Developed Sites Policy RD6
	Surrey Hills AONB not subject to Policy C3		Existing Gypsy Sites Policy H11
	Areas of Strategic Visual Importance (ASVI) C5		Areas of Suitably Located Industrial and Commercial Land Policy IC2
	Farnham / Aldershot Strategic Gap Policy C4		Well Established Industrial and Commercial Land Policy IC3
	Areas for Landscape Enhancement Policy C6		Employment Development Sites Policies IC6-12
	Special Protection Areas Policy C9		Conservation Areas Policy HE8
	Special Areas of Conservation Policy C9		Historic Parks and Gardens Policy HE9
	Ramsar Sites Policy C9		Areas of Historic Landscape Value (AHLV) Policy HE12
	National Nature Reserves (NNR) Policy C9		Sites and Areas of High Archaeological Potential Policy HE14
	Sites of Special Scientific Interest (SSSI) Policy C9		County Primary Route Network Policy M3
	Regionally Important Geological/ Geomorphical Sites (RIGS) Policy C10		Cycle Routes Policy M6, M7
	Local Nature Reserves (LNR) Policy C10		A3 Improvements Policy M18
	Sites of Nature Conservation Importance (SNCI) Policy C10		Long Distance Footpaths Policy LT11
	South Farnham Area of Special Environmental Quality Policy BE3		

What is DevCheck?

DevCheck is a unique property audit that gives information about the potential development opportunity that the property displays or other hidden value that may exist within its boundaries. It is of particular help in urban areas or where you want to know or are concerned about hidden value that materially may change a valuation.

How is the professional opinion reached?

It is reached following a desk top study and by using land identification techniques and skills that developers use to identify development opportunities. DevCheck is produced by a team of property consultants who are all land buyers with extensive experience identifying what 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 or opportunity exists. Their experience in the development and building industry is extensive. Their 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 quality information to clients who would not otherwise not understand the planning system or where development may take place. We would always recommend you commission a more detailed report for greater accuracy. 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. 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 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. DevCheck 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, DevCheck is the only report that considers the future, ie, identifies potential opportunities that a developer would also be looking for.

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 DevCheck report takes account of what circumstances exist today.

Are there any other benefits in obtaining a DevCheck?

Yes. It could indicate some hidden value in a property that is not development related. It may display surplus land that could be sold without any compromise to the main valuation. It may also identify that the subject property has the ability to control other areas of land that may have development potential. It can also be suggestive in the use of covenants and restrictions that can be imposed on a property title before it is sold.

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

The Search Code:

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

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

The Code's core principles

Firms which subscribe to the Search Code will:

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

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal 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 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

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.
- 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.
- 1.10 "Terms" 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 07915521 England and whose registered office is situated at 73 Church Rd, Hove, East Sussex, BN3 2BB.
- 1.13 "You" and "Your" are references to the individual, company, partnership or organisation who accesses the Website or places an Order.

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 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. Services

- 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 Our written consent.
- 3.4 In providing search reports and services DevAssist will comply with the Search Code
- 3.5 DevAssist assumes that the value of the property does not exceed £2 million and that it is the responsibility of the customer to advise the firm at the time of requesting the search where the value of the property exceeds £2 million

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.

5. 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:
 - (i) You fail to make any payment due in accordance with Term 4;
 - (ii) If You repeatedly breach or commit or cause to be committed a material breach of these Terms; or
 - (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.

7. Events Beyond Our Control

- 7.1 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:-

- (i) 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, action or default by DevAssist.
- (iii) The Services do not include any information relating to the value or worth of the Property or the Company.
- (iv) 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 Website.
- (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 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 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 follow.
- (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 £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 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 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 to the non-exclusive jurisdiction of the English Courts.