

Report on Title  
Land at Newbridge Road Bath  
London Road Nottingham Limited

2014

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This report has been prepared solely for London Road Nottingham Limited. It should not be used for any other purpose. We do not accept liability to any other person other than those to whom this report is addressed.

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## Land at Newbridge Road Bath

On your instructions we have investigated the title of London Road Nottingham Limited (the **Owner**) to the land at Newbridge Road, Bath (the **Property**) in connection with your proposed future development of the Property.

### 1 Title

- 1.1 The Property comprises four separated registered titles:
  - 1.1.1 Title Number, AV47681 (the **Yellow Land**) – the freehold title to the rectangular block of land on the western side of Osborne Road and coloured and identified coloured yellow on plan 1 at Appendix 1, registered with absolute title;
  - 1.1.2 Title Number, ST261027 (the **Pink Land**) – the freehold title to the land shown coloured pink on plan 1 at Appendix 1, known as Hartwells of Bath and registered with absolute title;
  - 1.1.3 Title Number, ST310422 (the **Brown Land**) – the leasehold title to the area coloured brown on plan 1 at Appendix 1, and registered with absolute title; and
  - 1.1.4 Title Number, AV97531 (the **Purple Land**) – the freehold title to the land on the north east side of Osborne Road, shown coloured purple on plan 2 at Appendix 1, registered with absolute title.
- 1.2 Official copies of the up-to-date freehold titles above are at Appendix 2. Official Copies of the leasehold title are at Appendix 3. Please refer to the separate lease report for exact details of the demise at Schedule 1.
- 1.3 The property is not subject to any registered charges.
- 1.4 All of the above titles are vested in London Road Nottingham Limited.
- 1.5 The area shown coloured blue on plan 1 at Appendix 1 is registered with title number ST163258 and is vested in Bath and North East Somerset Council. We have not investigated this title. You have had correspondence in the past in relation to this small corner on the entrance to the site. You had considered in the past an adverse possession claim against Bath and North East Somerset Council but at the time there was discussion with the Council for a compulsory purchase order. No further action was therefore taken in regard to any claim to this area nor did the CPO progress.
- 1.6 The area shown coloured white on plan 1 at Appendix 1 is unregistered. See entries below (3.1.2, 4.3.3).
- 1.7 References in this report to the Main Site are to the Yellow Land, Pink Land and Brown Land.
- 1.8 References in this report to the Property are to the Yellow Land, Pink Land, Brown Land and Purple Land.

## 2 Title number AV47681 – Yellow Land

### 2.1 *Extent of Title*

- 2.1.1 A copy of the title plan showing the extent of the title edged red is at Appendix 2.
- 2.1.2 You have asked us to investigate whether we should to continue to challenge the fixing of the southern boundary of the Yellow Land by Land Registry and we will advise you separately on this point.
- 2.1.3 Hartwell Limited acquired the Yellow Land from British Railways Board (**Board**) by way of a transfer dated 9 November 1979 (the 1979 Transfer). There were express exclusions from the transfer at that time as follows:
- (a) any mines or minerals under the land save in so far as they were expressly conveyed to the Boards predecessors in title and were not vested in the National Coal Board;
  - (b) any right to pass under the span of the bridge; and
  - (c) any right of access to the Yellow Land over the Boards adjoining land. As the Owner owns the Pink Land access to the Yellow Land is no longer of relevance.
- 2.1.4 The site and structure of the bridge are specifically excluded from the title. There is a note on the title to this effect. This bridge has now been removed (it was the bridge carrying Osborne Road over the site of the disused railway) so possibly only (a) above may remain of any relevance.

### 2.2 **Rights benefitting the Yellow Land**

2.2.1 The Yellow Land (and indeed the whole of the Property) benefits from the rights in a Deed dated 11 May 1994 made between (1) Oxford Property Company Limited and (2) Standard Life Investment Funds Limited (the **1994 Deed**). The 1994 Deed was entered into when Oxford Property Company Limited sold its adjoining site known as "The Maltings" to Standard Life Investment Fund Limited. This is the land to the south of the Yellow Land currently comprised within title number ST202690. A copy of the official copies for adjoining title ST202690 are at Appendix 7.

2.2.2 The Property benefits from the following rights:

- (a) to pass at all times with our without vehicles over and along an access route through The Maltings to obtain access to and from the Property. The initial extent of the access route is shown highlighted blue on the plan at Appendix 4. The owner of The Maltings (Standard Life currently) may vary the position of this access way subject to obtaining your consent (such approval not to be unreasonably withheld). **Is access across the Maltings site used in practice to Brassmill Lane?**
- (b) to use the existing service media (as at 1994) in on or under The Maltings so far as it is needed for the use and enjoyment of the Property;
- (c) to lay any new service media under the access route until 2074 and to subsequently use it in connection with the use and enjoyment of the Property;
- (d) at reasonable times and upon prior reasonable notice (save in emergency) to enter upon the Maltings so far as reasonably necessary for any inspection, maintenance, cleaning, repairing or renewing or replacing in relation to the service media and any works to the Property or any buildings/structures on it requiring such access subject to making good any damage caused; and

- (e) the owner of the Maltings formally released any easements, rights, privileges and advantages over the Property that the Maltings may have acquired at such date.

2.2.3 The Property has the benefit of the following covenants which have been given by the owner of the Maltings:

- (a) to pay a fair proportion towards the costs and expenses incurred in inspecting, cleaning, maintaining, repairing, renewing and replacing any shared service media existing at 1994;
- (b) to pay the whole of the costs and expenses arising from any re-designation by the owner of the Maltings of the access route which include any subsequent costs for diverting any service media and subsequently documenting their re-routing;
- (c) to keep the boundary structures between the Maltings and the Property in good and substantial repair and condition and to keep the surface of the access route in similar repair and condition; **Note this obligation in the context of the query regarding the back fence.** and
- (d) not to transfer the whole or any part of the Maltings without procuring a direct covenant from the subsequent owner to perform and observe these obligations.

2.2.4 The Property benefits from the following agreements:

- (a) that the owner of the Maltings will not acquire any rights to the access of light or air to any existing buildings or subsequent buildings erected before 2074 on the Maltings which would restrict or interfere with the free use of the Property for building or any other purposes;
- (b) there is a restriction noted against the title to the Maltings to protect the deed of covenant that may be required on any future transfer in accordance with the 1994 Deed;

## 2.3 **Rights and Matters affecting the Yellow Land**

### 1979 Transfer

2.3.1 Hartwell in the 1979 Transfer gave a covenant not to do or permit to be done on the Yellow Land anything which may damage or otherwise affect the safety or stability of the bridge or the embankment supporting the adjoining public road. The bridge appears to have been removed so query the extent this restriction now applies or could be capable of enforcement.

2.3.2 The Yellow Land is stated to be subject to the following rights reserved to the Board by the 1979 Transfer:

- (a) inspecting and if necessary (in the Board's opinion) repairing and maintaining any accommodation and other works (including fencing); and
- (b) at all reasonable times to enter upon the Yellow Land with or without workman to exercise the above rights.

In light of the railway no longer being in place it does not look like rights would need to be exercised over the Yellow Land any more by the Board.

As Hartwell in 1979 also owned the adjoining land (the Pink Land) the Board were released from any obligations to provide or maintain any "accommodation and other works including fencing" and Hartwell gave an indemnity to the Board against any liability in respect of that obligation. Hartwell also gave a covenant to repair and maintain any such works should they not continue to be the owner of the adjoining title

(the Pink Land) and gave an indemnity to the Board in respect of any liability arising as a result. As there is now no railway to protect it seems that the covenant and indemnity could not be enforced.

- 2.3.3 Hartwell gave an indemnity to the Board against any liability in respect of any drains and culverts on the Yellow Land to the Board at the time of the 1979 Transfer. Again as there is no railway in place query the value of this indemnity.

*1994 Deed*

- 2.3.4 The Property is subject to the following rights in favour of the "Maltings":

- (a) to use any shared service media in or under the Property (existing service media in 1994);
- (b) to enter upon the Property with workmen and any necessary vehicles, plant and equipment as may be necessary in connection with works to the shared service media and for any works to the Maltings requiring access including any boundary structures; and
- (c) of way in case of fire or emergency over the strip shown hatched red on the plan at Appendix 4 to be exercised only by the owners and occupiers from time to time of the part of the Maltings shown hatched yellow on the plan at Appendix 4.

- 2.3.5 The Property is subject to certain covenants to be exercised by the Owner:

- (a) to pay a fair proportion of the costs and expenses incurred in inspecting, cleansing, maintaining, repairing, renewing and replacing any shared service media;
- (b) to pay 25% of the costs and expenses incurred by the owner of the Maltings in cleansing, maintaining, repairing, renewing and replacing the access route;
- (c) not to allow (or allow any tenants/occupiers) to park any vehicles at any time on any part of the Maltings;
- (d) in the event of the access route being used by construction traffic in connection with the development of any part of the Property that adequate wheel washing facilities on the Property are put in place for use by any such traffic during the development;
- (e) to pay half of all costs and expenses incurred by the owner of the Maltings in maintaining the boundary structure between the Maltings and the Yellow Land (subject to a proviso that the Owner is limited to paying one half of the costs of maintaining and repairing the boundary structure of no greater height or specification than the fence currently dividing the Property as at 1994; and
- (f) to ensure that any transferee of the Property enters into a direct covenant with the owner of the Maltings to perform these obligations on any subsequent transfer.

- 2.3.6 The Property is subject to the following agreements:

- (a) that the Owner will not acquire any rights to the access of light or air to any existing buildings or subsequent buildings erected before 2074 on the Property which would restrict or interfere with the free use of the Maltings for building or any other purposes;
- (b) the Owner has agreed that if planning permission is obtained at any time for the redevelopment of the Property which includes an alternative access to the Property from Newbridge Road (rather than through the Maltings), then the

owner of the Maltings will be released (if requested) from the rights of access it has granted across the Maltings. ***Is any right of access used across the Maltings in practice?***

#### *Other Matters*

2.3.7 The Yellow Land is subject to rights contained in an Agreement dated 24 June 1968 made between British Railways Board (1) and Bath Corporation (2) (the 1968 Transfer) in relation to inspecting and maintaining a bridge with relevant access rights. As the bridge is presumably the one once spanning over the Yellow Land this again seems to be irrelevant but this is still noted though on the title.

### **3 Title number ST261027 – Pink Land**

#### **3.1 Extent of Title**

3.1.1 A copy of the title plan showing the extent of the title edged red is at Appendix 2.

3.1.2 The Pink Land was transferred to the Hartwell Group by way of a Transfer dated 4 August 1969 from the Amey Group Limited (the 1969 Conveyance). Certain provisions in the 1969 Conveyance were subsequently modified by a Deed of Grant and Variation dated 6 June 1972 (the 1972 Deed). The Amey Group retained the land coloured white on plan 1 at Appendix 1 and the freehold of the land coloured brown on the same plan which is partly demised to the Owner (the Amey Land)

#### **3.2 Rights benefitting the Pink Land**

3.2.1 The Pink Land benefits from the rights granted by the 1994 Deed (detailed above).

3.2.2 The 1969 Conveyance contained no express rights benefitting the Pink Land. The 1972 Deed subsequently granted the following rights for the benefit of the Pink Land and the Brown Land:

- (a) of support from the Amey Land and for any building erected on it including the right to lateral support afforded by the tower that is partly erected on the Brown Land (coloured yellow on the plan at Appendix 6);
- (b) passage of water and soil through the drainage pipe shown by a red line on the plan lettered 'A' at Appendix 8;
- (c) passage of rain water from the canopies on the building through the rain water pipes shown by orange lines on the plan lettered B at Appendix 8; and
- (d) passage of electricity through any existing service media in the Amey Land serving the Pink and Brown Land;
- (e) access on to the Amey Land in the event of default by the owner of the Amey Land in relation to any obligations concerning shared drains, pipes, conduits and cables.

3.2.3 The 1972 Deed imposes a restriction on the Amey Land in terms of user. This is documented in the lease report at Schedule 1.

#### **3.3 Rights and Matters affecting the Pink Land**

3.3.1 The Pink Land is subject to the rights in the 1994 Deed as detailed above.

3.3.2 The Pink Land is subject to the following covenants in the 1972 Deed (benefitting the Amey Land) :

- (a) to pay a proportionate part (according to user) of the cost of cleaning, repairing, maintaining, altering, removing or renewing the shared drains, pipes, lifts, pumps, compressors, conduits and cables;
- (b) to repair and keep in repair all buildings (excluding the tower) erected on the Brown Land which afford support or otherwise are adjacent to the Amey Land;
- (c) to keep the shared drains pipes conduits and cables and that part of the drainage pipe that is sited on the Amey Land shown coloured red on plan A attached at Appendix 8 (between the kiosk and the point lettered Y) in good and substantial working order and condition.

3.3.3 The Pink and Brown Land is subject to the following rights which were granted for the benefit of the Amey Land:

- (a) of support to the Amey Land and any buildings on it and of lateral support to the tower;
- (b) to pass with or without vehicles over the road way shown hatched black on the plan A at Appendix 5;
- (c) in case of emergency to pass on foot only over the strip of land hatched brown on the plan A at Appendix 8 and from that strip of land to safety;
- (d) to use the drainage pipe shown by a green line on the plan A at Appendix 8;
- (e) to the free passage of electricity through the existing conduits and cables (as at 1972) laid beneath the Pink and Brown Land which serves the Amey Land;
- (f) passage of water through the water mains laid on or beneath the Pink Land and Brown Land as at 1972 with the right to lay, construct, maintain, repair and renew any pipes in any position as first approved by the Owner; and
- (g) in the event of failing to comply with any obligations under the 1972 Deed relating to shared cables, drains, pipes and conduits there is a right of entry for the benefit of the Amey Land for the purposes of repair.

3.3.4 The Pink and Brown Land is subject to the restriction against use as per the terms set out in the report of the lease in Schedule 1.

3.3.5 The Pink Land is subject to covenants contained in a conveyance dated 24 August 1938 between the London Midland and Scottish Railway Company (1) and Richard Henry Eaton and Wilfred Lesley Eaton (2) (the 1938 Transfer) as follows:

- (a) a covenant to fence the boundary between the Pink Land and the Yellow Land. This is now no longer relevant due to the relevant land being now in the same ownership; and
- (b) not to excavate upon or do or suffer to be done anything upon the Pink Land which may interfere with or endanger the stability of the adjoining railway land. This seems to be for the benefit of the Yellow Land. It is questionable what this now relates to and no longer seems applicable.

## **4 Title number ST310422 – Brown Land**

### **4.1 Extent of Title**

4.1.1 A copy of the title plan showing the extent of the title edged red is at Appendix 3.

4.1.2 A summary of the principal terms of the Lease is contained at Schedule 1.



#### 4.2 *Rights benefitting the Brown Land*

4.2.1 The Brown Land has the benefit of and is subject to the rights granted by the 1972 Deed which is reported on above.

4.2.2 The Brown Land benefits from the rights in the 1994 Deed which has been reported on above.

#### 4.3 *Rights and Matters affecting the Brown Land*

4.3.1 The Brown Land is subject to the rights in the 1994 Deed which has been reported on above.

4.3.2 The Brown Land is subject to the 1938 Conveyance reported on in paragraph 3.3.5.

4.3.3 The Brown Land is partly subject to a periodic tenancy to Hanson (formerly Premix). This also affects the White Land. It seems that a tenancy was granted on 26 January 1971 for Hartwell and Hanson to share occupation of these premises for an annual rent payable to British Railway Board. The use was for parking of vehicles and the site of a ramp. A subsequent Deed in 1972 sought to regularise the user and rent apportionments. Hartwell were to pay an annual rent to British Rail (including the element paid by Hanson to Hartwell). As Hartwell acquired the property from British Rail no rent is payable by Hartwell. Hanson now pay Hartwell for the occupation and use of their part of the Brown Land. From correspondence on our files it looks like Hanson still pay this sum to Hartwell (should be £140 per annum). The tenancy can be determined on 6 months' notice by either party.

4.3.4 The 1972 Deed referred to above is not clear but it appears part of the Brown Land was subsequently let back to Hanson for a term coterminous with the 999 year lease. The plans are not at all clear. This interest has not been registered by Hanson.

### 5 **Title Number AV97531 - Purple Land**

#### 5.1 *Extent of Title*

5.1.1 A copy of the title plan showing the extent of the title edged red is at Appendix 2.

5.1.2 The title states that as to the parts tinted pink on the plan at Appendix 2 the structure, footings, supports, spans, abutments, parapet walls or road itself of the Osborne Road Overbridge are not included. We are not clear if any of this is still relevant and query if it could be removed from the title.

#### 5.2 *Rights benefitting the Purple Land*

5.2.1 The Purple Land has the benefit of the rights from the Conveyance dated 24 August 1982 made between British Railway Board (1) and Hartwells Group plc (2) (the 1982 Transfer) as follows:

- (a) to such mines and minerals below the Purple Land save for any vested in the National Coal Board;
- (b) to any ballast materials located on the Purple Land (if any); and
- (c) to use maintain repair and replace a drain shown by a blue hatched line on the plan at Appendix 9 subject to the costs being borne by the owner of the Purple Land.

5.2.2 The Purple Land benefits from the rights in the 1994 Deed which has been reported on above.

### 5.3 *Rights and Matters affecting the Purple Land*

5.3.1 The Purple Land is subject to the rights benefitting the Board's land by way of the 1982 Transfer as follows:

- (a) for the Board to build on their adjoining land notwithstanding interference to the light and air enjoyed by the Purple Land;
- (b) of support from the Purple Land; and
- (c) to use and connect into the manhole shown by a blue circle on the plan at Appendix 9.

In relation to (a) and (b) it is not clear now what if any the benefitting land would be.

5.3.2 The Purple Land is subject to the rights in the 1994 Deed which has been reported on above.

5.3.3 The Purple Land is subject to the provisions of the 1968 Transfer. It states no details were provided but similar provisions affect the Yellow Land (referred to in paragraph 2.3.8 above) and we assume the Purple Land would be subject to similar rights.

## **6 Access Rights Benefitting the Property**

6.1 We have not undertaken a highways search so cannot confirm if the Yellow Land or Purple Land abuts the public highway or that access to the Property is direct from the highway. Please confirm if you would like us to commission this for you.

## **7 Planning**

7.1 We have not carried out any review as to the planning status of the Property.

## **8 Search results**

8.1 You asked us to commission water/drainage, gas and electricity searches only in respect of the Main Site. The results were forwarded to you separately in summer 2012 in response to a concern you had as to pipelines crossing the Main Site. For completeness we attach a copy of the results at Appendix 6. Please note though that the searches do not extend to neighbouring or adjoining land but the results do often identify a larger area than just the "focus search" area. If you wish any further or updated searches to be commissioned then please advise.

8.2 We have not carried out any environmental due diligence on the Property.

## **9 Inspection and survey**

9.1 We cannot comment on:

9.1.1 the conformity of the physical boundaries with those shown on the plans with the title deeds; and

9.1.2 rights of third parties which are not revealed by the title deeds.

## **10 Other Limitations in this Report**

10.1 We have not inspected the Property nor have we made any enquiries of the occupiers of the Property (other than you) nor of any landlord.

**11 Applicable Law**

11.1 This Report is limited to English law as applied by the English courts and is given on the basis that it will be governed by and construed in accordance with English law.

**12 Extent of Reliance on Report**

12.1 This Report is addressed to and is for the benefit solely of London Road Nottingham Limited in connection with its interests at the Property and in relation to future possible redevelopment. Accordingly it cannot be relied upon by any other person or for any other purpose.

## SCHEDULE 1

### Lease Term Summary

Lease dated 4 August 1969 made between The Amey Group Limited (1) and Hartwells Group Limited (2) (the Lease) as varied by a Deed of Grant and Variation dated 6 June 1972 made between The Amey Group Limited (1) Hartwells Group Limited (2) and UDT Limited (the 1972 Deed)

**Note: This report is designed as a key bullet point summary only and is not an exhaustive commentary on the terms of the document and should be read in conjunction with close consideration of the full terms of the document.**

<b>Premises:</b>	Registered under title number ST310422 and is shown coloured brown on plan 1 at Appendix 1. The area coloured yellow on the plan to the Lease (at Appendix 5) and the area below the ground floor is specifically excluded from the demise. The whole of the structure of the ground floor itself, however, is included within the demise.
<b>Date:</b>	4 August 1969.
<b>Original Parties:</b>	The Amey Group Limited (1) Hartwells Group Limited (2).
<b>Term:</b>	999 years from 1 March 1969.
<b>Current Tenant:</b>	London Road Nottingham Limited.
<b>Rent:</b>	£1 payable annually in arrears on 28 February.
<b>Cost Contributions</b>	<ol style="list-style-type: none"> <li>1 To pay a proportion of the costs (according to user) of cleaning, repair maintenance, alteration, removal or renewal of any drains, pipes, lift, pump and compressors, conduits or cables used in common with the Landlord, the proportion to be determined by an arbitrator in the event of dispute.</li> <li>2 To pay a reasonable proportion of the expense of using, repairing and maintaining anything used in common by the Tenant and the Landlord with such proportion payable on demand and recoverable by the Landlord as rent in arrears;</li> </ol>
<b>User:</b>	<p>Not to use the Premises for:</p> <ul style="list-style-type: none"> <li>• the business of gravel, merchants batching or manufacture of pre-mixed concrete or any concrete products, civil engineering and surfacing or transport storage and distribution associated with those businesses;</li> <li>• the sale of wine, beer or spirits or as a club.</li> </ul>
<b>Alienation:</b>	There is only a prohibition against any assignment, underletting or parting with possession of the whole or any part of the Premises during the last seven years of the Term. This is subject to Landlord's consent (not to be unreasonably withheld). Tenant must notify the Landlord

	or any assignment or underletting within a month
<b>Alterations:</b>	Any alteration or addition to the Premises which may prejudice or adversely affect the adjoining premises of the Landlord is subject to Landlord's prior written consent and details must be previously approved by the Landlord (such consent and approval not to be unreasonably withheld). This would not restrict any internal alterations to the Property and is not a blanket prohibition on external alterations or works.
<b>Repair</b>	<p>The Tenant's repair obligation was varied by the 1972 Deed. The obligation is to keep in repair the existing building (save for the tower) and any other buildings or works erected on the Premises which affords support or are otherwise adjacent to the Landlord's land and to keep the drains, pipes, conduits and cables and the section of the drainage pipe on the Landlord's adjoining land (shown coloured red on the plan at Appendix 8) in good and substantial working order and condition.</p> <p>There is a declaration that the columns or piers situated beneath the Premises and supporting the Premises are to be repaired and maintained by the Tenant in accordance with their repairing covenants (save for where damage is caused due to the wilful act of the Landlord or its workman).</p>
<b>Other Tenant Covenants</b>	<ol style="list-style-type: none"> <li>1 To pay all rates and other outgoings assessed or charged upon the Premises;</li> <li>2 To permit the Landlord and persons authorised by it to enter and view the Premises twice a year at reasonable times during the day to view the state and condition of the Premises and the Tenant is to make good all defects found within three months of service of notice by the Landlord;</li> <li>3 To comply generally with statute in so far as it relates to the Premises and user and to notify the Landlord within seven days of the receipt of any notice. An indemnity is given to the Landlord in respect of any breach of statutory obligation ;</li> <li>4 To pay the Landlord's costs in connection with the preparation and service of a section 146 or 147 Notice or a Schedule of Dilapidations at the end of the Term. There is no time limit on when the Schedule of Dilapidations is to be undertaken post expiry of the Term;</li> <li>5 To yield up the Premises at the end of the Term having been repaired and maintained in accordance with the covenants in the Lease.</li> </ol>
<b>Landlord's Covenants:</b>	<ol style="list-style-type: none"> <li>1 Not to use the Landlord's adjoining premises or permit them to be used as a garage, motor showroom, filling station and ancillary buildings including the sale of petroleum products and parts and accessories associated with the motor trade. This does not prohibit the construction and use on</li> </ol>

	<p>the adjoining premises of a vehicle workshop and fuel installation for the private use of the Landlord and any owners or occupiers of the adjoining premises;</p> <p>2 (As varied by the 1972 Deed) to repair all buildings on the Landlord's adjoining premises (including the tower) but specifically excluding "the foundations and otherwise of the building erected on the Landlord's adjoining premises". This seems to infer that the Landlord does not have a repairing obligation extending to the foundations but its meaning is unclear;</p> <p>3 To pay a proportion of the costs ( according to user) of cleaning, repairing, maintaining, altering, removing or renewing the roadway, drains lift pump and compressors, pipes, conduits or cables used in common between the Property and the Landlord's adjoining premises.</p>
<p><b>Other Provisions:</b></p>	<p><b><u>Re-entry</u></b></p> <p>Landlord can forfeit the lease if:</p> <ol style="list-style-type: none"> <li>1 the rent is unpaid for 21 days after becoming payable whether formally demanded or not; and</li> <li>2 The Tenant is in breach of any tenant's covenant.</li> </ol> <p><b><u>Boundaries</u></b></p> <p>The walls and fences identified with an inwards T mark on the plan at Appendix 5 are stated to belong to the Premises. The Landlord's obligations relate to those identified within an outward pointing T. It is also indicated on the plan when either party are not to erect any fence or wall.</p> <p>The walls or partitions bounding the Premises are to be repaired and maintained as party walls (save where indicated above) but the walls of the tower constructed by the Landlord are the responsibility of the Landlord.</p>
<p><b>Rights granted to the Tenant:</b></p>	<p>No rights were granted to the Tenant by the Lease but the 1972 Deed granted the following rights:</p> <ol style="list-style-type: none"> <li>1 of support for parts of the Premises and any buildings erected on it including the right to support from the tower;</li> <li>2 passage of water and soil through the drainage pipe shown by a red line on the plan at Appendix 8 and lettered A;</li> <li>3 passage of drain water through the rainwater pipes shown by orange lines on the plan B at Appendix 8 ;</li> <li>4 passage of electricity through any conduits and cables laid under the Landlord's adjoining land; and</li> </ol>

	<p>5 entry onto the Landlord's adjoining land to undertake any works to the conduits, cables, pipes and drains serving the Premises in the event of the Landlord failing to do so.</p>
<p><b>Rights reserved to the Landlord:</b></p>	<p>There were no rights expressly reserved by the Lease but the 1972 Deed reserved the following rights:</p> <ol style="list-style-type: none"> <li>1 of support including for the tower;</li> <li>2 to use existing conduits and for the passage of electricity;</li> <li>3 to use existing drainage pipes for the passage of water and soil;</li> <li>4 to lay any new pipes under the Premises as the tenant approves in writing; and</li> <li>5 to enter upon the Premises in connection with any works to the conduits, cables, pipes or drains serving the adjoining premises in the event of the Tenant failing to do so.</li> </ol>
<p><b>Insurance:</b></p>	<p>The Landlord is to insure the buildings on the adjoining premises which form an integral part of or otherwise abut any buildings on the Premises. The insurance is to be in the joint names of the Landlord and the Tenant against loss or damage by fire and such other risk as may from time to time be required in writing by the Tenant. The Landlord has an obligation to layout insurance monies received for the building or repairing or otherwise reinstating the buildings.</p> <p>The Tenant is to insure the Premises to its full value in the joint names of the Landlord and the Tenant against loss or damage by fire and such other risks as may be required from time to time by the Landlord. The Tenant is obliged to lay out any monies received in respect of such insurance in rebuilding or repairing or otherwise reinstating the Premises.</p>

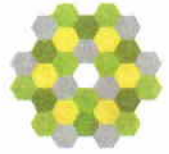
**APPENDIX 1**

**Site Identification Plans 1 and 2**

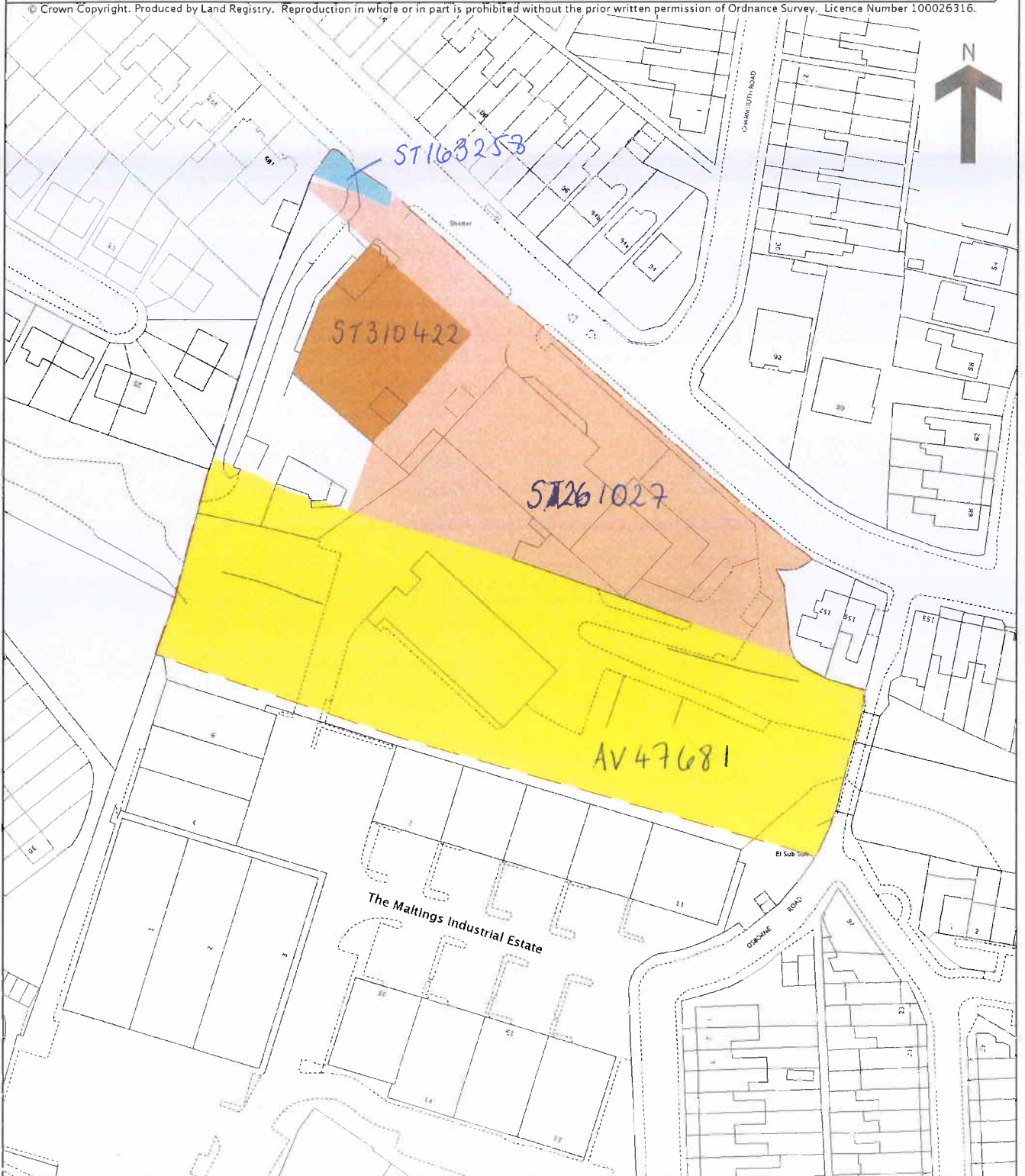


Land Registry  
Index map plan

Title number **not applicable**  
Ordnance Survey map reference **ST7265SE**  
Scale **1:1250**



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Plan prepared on 17/02/2014 at 00:00:01.

This Plan should be read in conjunction with result Y55KFLB.

This plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.

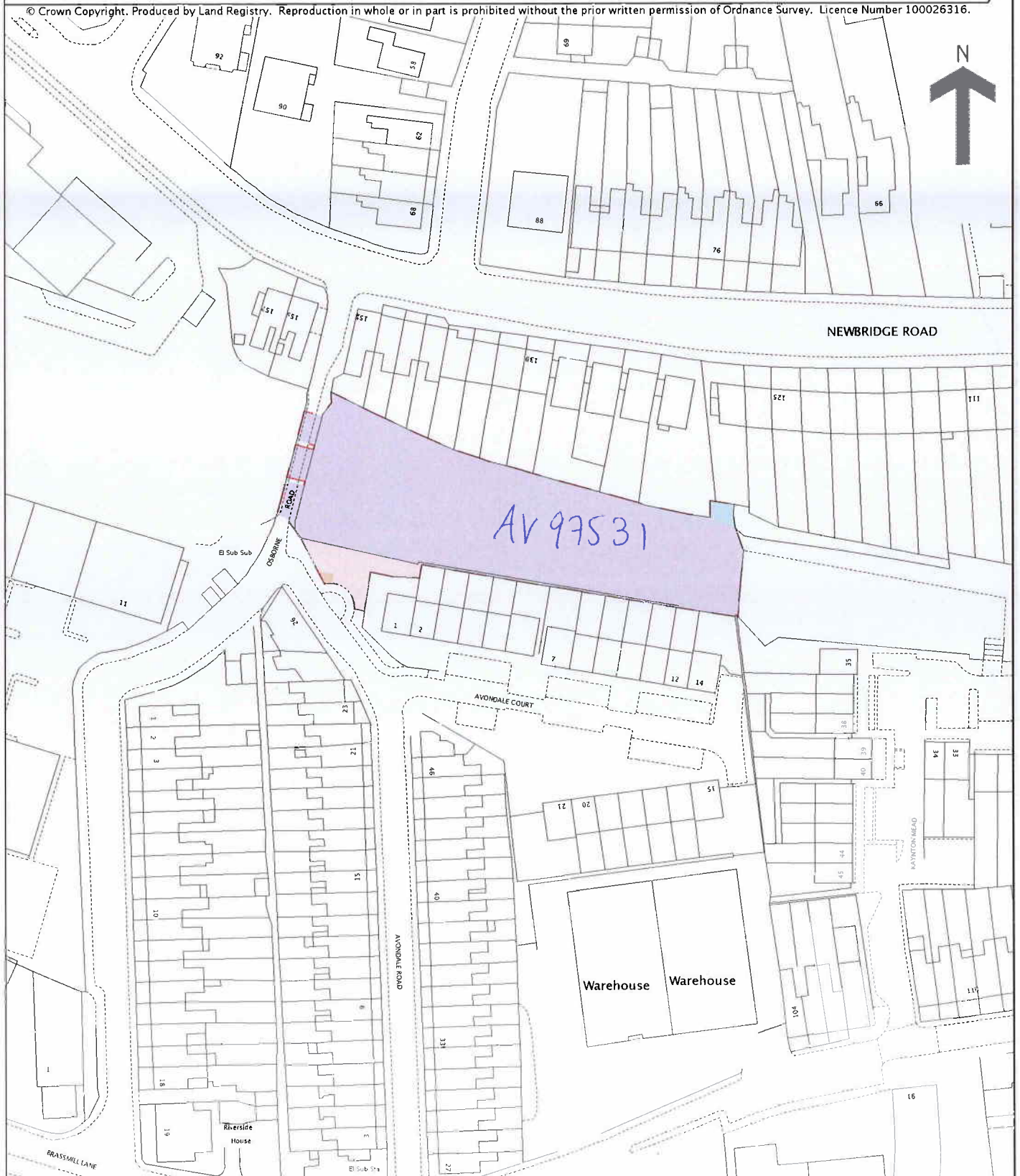
# APPENDIX 1 - PLAN 2

Land Registry  
Index map plan

Title number **not applicable**  
Ordnance Survey map reference **ST7265SE**  
Scale **1:1250**



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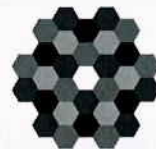
Plan prepared on 08/05/2012 at 00:00:01.

This Plan should be read in conjunction with result H43WJKB.

This plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.

**APPENDIX 2**

**Official Copies of Freehold titles**



Official copy  
of register of  
title

Title number AV47681

Edition date 02.09.2010

- This official copy shows the entries on the register of title on 17 FEB 2014 at 09:28:53.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 17 Feb 2014.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website [www.landregistry.gov.uk](http://www.landregistry.gov.uk) or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Plymouth Office.

## A: Property Register

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

BATH AND NORTH EAST SOMERSET

1 (03.12.1979) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the western side of Osborne Road.

2 The Conveyance dated 9 November 1979 referred to in the Charges Register contains the following exceptions and reservations:-

"Except and Reserving unto the owners thereof the site and structure of the Bridge shown on the said plan and carrying Osborne Road over the site of the former railway

(a) There are not included in the Conveyance:-

(i) any mines or minerals under the property except in so far as the same were expressly conveyed to the Board's predecessors in title and are not now vested in the National Coal Board

(ii) any right to pass under the span of the Bridge

(iii) any right of access to the property over the Board's adjoining land

(b) There are reserved to the Board:-

(i) the right of inspecting and if necessary in the opinion of the Board repairing and maintaining any accommodation and other works (including fencing) hereinafter mentioned

(ii) full right and liberty for the Board and their successors in title with or without workmen at all reasonable times to enter upon the property for the purpose of exercising the right reserved by paragraph (i) of this sub-clause."

This registration takes effect subject thereto and the mines and minerals and the site and structure of the bridge so excepted are

## A: Property Register continued

excluded from the registration.

- 3 The Conveyance dated 9 November 1979 referred to above contains the following provision:-

"(a) The Purchaser in so far as it is the owner of the land adjoining the property hereby releases the Board from all obligations to provide or maintain accommodation and other works (including fencing) for the benefit of the adjoining land of the Purchaser and hereby indemnified the Board against any liability in respect thereof

(b) The Purchaser in so far as it is not the owner of the land adjoining the property hereby covenants with the Board to repair and maintain any accommodation and other works (including fencing) made for the accommodation of such adjoining land and hereby indemnified the Board from and against any liability in respect thereof

(c) The Purchaser hereby indemnified the Board from and against any liability in respect of any drains and culverts on the property."

- 4 (23.06.1994) The land has the benefit of but is subject to the rights granted by a Deed dated 11 May 1994 made between (1) Oxford Property Company Limited and (2) Standard Life Investment Funds Limited

The said Deed also contains covenants.

*NOTE: Copy filed.*

- 5 (23.06.1994) The Deed dated 11 May 1994 referred to above contains a provision as to light or air.

## B: Proprietorship Register

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

### Title absolute

- 1 (02.09.2010) PROPRIETOR: LONDON ROAD NOTTINGHAM LIMITED (incorporated in British Virgin Islands) of Faringdon Road, Cumnor, Oxford OX2 9RE.
- 2 (23.06.1994) RESTRICTION:-Except under an order of the Registrar no Transfer shall be registered without a certificate of the owner for the time being of title AV100844 that a deed of covenant has been provided in accordance with the Deed of Grant dated 11 May 1994 referred to in the Property Register.
- 3 (02.09.2010) The price stated to have been paid on 8 April 2010 for the land in this title and other property was £2,731,875.
- 4 (02.09.2010) A transfer dated 8 April 2010 made between (1) Oakhill Group Limited and (2) London Road Nottingham Limited contains purchaser's personal covenants.

*NOTE: Copy filed under AV97531.*

## C: Charges Register

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

- 1 The land is subject to the following rights contained in an Agreement dated 24 June 1968 made between (1) British Railways Board (Board) and (2) Bath Corporation (Corporation):-

"SUBJECT as hereinafter mentioned the Corporation shall be entitled as from the date hereof:-

.....  
..

## C: Charges Register continued

(2) to inspect regularly and to maintain the said Bridge in a good and proper state of repair and condition and if the Corporation so thinks fit to renew or remove the structure of the said Bridge

(3) to enter with workmen and others and all necessary apparatus and materials upon so much of the Board's lands adjoining the said Bridge as may be necessary for exercising the rights or any of them hereinbefore mentioned

PROVIDED ALWAYS that:-

(a) the Corporation shall before entering upon the Board's lands in pursuance of such rights or any of them give notice in writing to the Board specifying the general nature of the inspection or works proposed to be carried out (as the case may require) and undertaking to comply with any requirements which the Chief Civil Engineer for the time being of the Western Region of the Board (hereinafter referred to as "the Engineer") shall consider necessary for the protection of the railway and the safety of the traffic thereon

(b) all such works of maintenance renewal or removal shall be carried out under the supervision and to the reasonable satisfaction of the Engineer and at such reasonable times as the Engineer may direct

(c) no contract for the carrying out of any repairs or renewal or removal shall be let unless the Engineer shall have intimated in writing to the Corporation his approval to the employment of such Contractor

(d) there is hereby granted or reserved unto the Board the right to carry out at their own cost and on their own behalf after giving to the Corporation twenty one days notice in writing a regular inspection of the said Bridge including causing any necessary disturbance to the property of the Corporation Provided that the Board shall make good or defray the cost of making good any damage caused by such disturbance to the reasonable satisfaction of the Corporation.

IN the event of the removal of the said Bridge subject to the terms hereof the rights and easements hereby granted to the Corporation shall cease and determine to the intent that the Board shall thenceforth hold and enjoy their said lands freed and discharged therefrom but without prejudice to any claims or right then subsisting by virtue of these presents of either of the parties hereto."

2

A Conveyance of the land in this title dated 9 November 1979 made between (1) British Railways Board (Board) and (2) Hartwells Group Limited (Purchaser) contains the following covenants:-

"FOR the benefit and protection of the Bridge the Purchaser hereby covenants with the owner thereof that it the Purchaser will not do or permit to be done on the property anything which may damage or otherwise affect the safety or stability of the Bridge or the embankments supporting the adjoining public road."

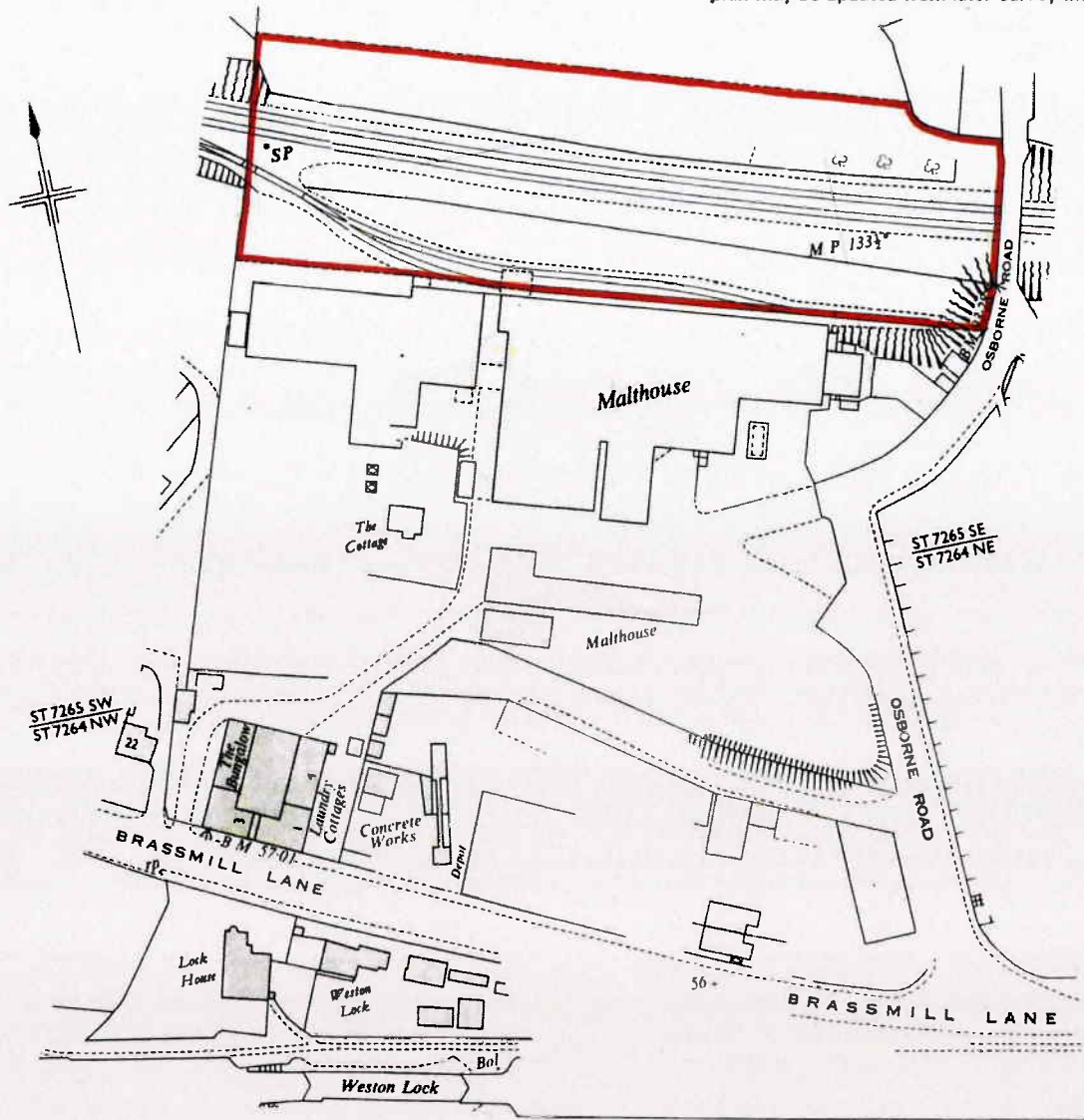
End of register

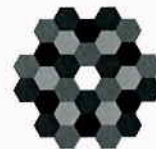
H.M. LAND REGISTRY		TITLE NUMBER	
		AV 47681	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	SOMERSET		ST 7265
			SECTION
			B
Scale: 1/1250		© Crown copyright 1969.	

COUNTY OF AVON  
BATH DISTRICT

~~CITY OF BATH~~

The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from later survey information.





## Official copy of register of title

Title number ST261027

Edition date 10.12.2012

- This official copy shows the entries on the register of title on 17 FEB 2014 at 09:30:53.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 17 Feb 2014.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website [www.landregistry.gov.uk](http://www.landregistry.gov.uk) or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Plymouth Office.

## A: Property Register

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

BATH AND NORTH EAST SOMERSET

- 1 (26.11.2007) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Hartwells Of Bath, Newbridge Road, Bath (BA1 2PP).
- 2 (26.11.2007) The Conveyance dated 24 August 1938 referred to in the Charges register contains a provision as to light or air.
- 3 (26.11.2007) The Conveyance dated 4 August 1969 referred to above contains a provision as to light or air.
- 4 (26.11.2007) The land has the benefit of but is subject to the rights granted by a Deed dated 6 June 1972 made between (1) The Amey Group Limited (2) Hartwells Group Limited and (3) U.D.T. Finance Limited  
  
The said Deed also contains covenants.  
  
*NOTE:- Copy filed.*
- 5 (26.11.2007) The land has the benefit of but is subject to the rights granted by a Deed dated 11 May 1994 made between (1) Oxford Property Company Limited (2) Standard Life Investment Funds Limited.  
  
The said Deed also contains covenants.  
  
*NOTE:- Copy filed under AV47681.*
- 6 (26.11.2007) The Deed dated 11 May 1994 referred to above contains a provision as to light or air.
- 7 (10.12.2012) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.



Title number ST261027

## B: Proprietorship Register

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

### Title absolute

- 1 (02.09.2010) PROPRIETOR: LONDON ROAD NOTTINGHAM LIMITED (incorporated in British Virgin Islands) of Faringdon Road, Cumnor, Oxford OX2 9RE.
- 2 (02.09.2010) The price stated to have been paid on 8 April 2010 for the land in this title and other property was £2,731,875.
- 3 (02.09.2010) A transfer dated 8 April 2010 made between (1) Oakhill Group Limited and (2) London Road Nottingham Limited contains purchaser's personal covenants.

*NOTE: Copy filed under AV97531.*

## C: Charges Register

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

- 1 (26.11.2007) A Conveyance which included the land in this title dated 24 August 1938 made between (1) The London Midland and Scottish Railway Company and (2) Richard Henry Eaton and Wilfred Leslie Eaton contains restrictive covenants.

*NOTE: Copy filed.*

- 2 (26.11.2007) A Conveyance which included the land in this title dated 4 August 1969 made between (1) The Amey Group Limited and (2) Hartwells Group Limited contains restrictive covenants.

*NOTE: Copy filed.*

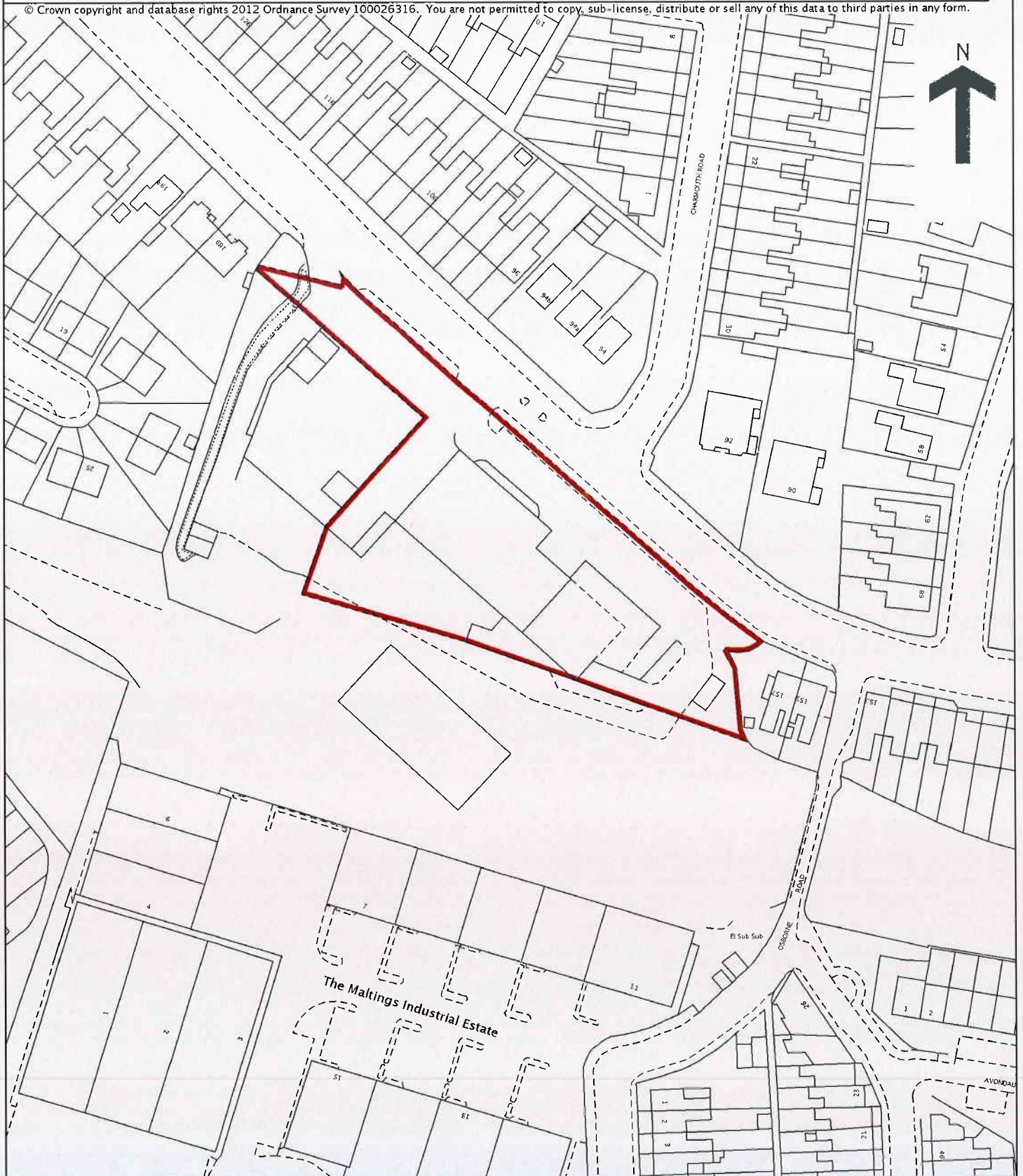
End of register

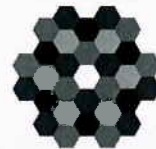
Land Registry  
Official copy of  
title plan

Title number **ST261027**  
Ordnance Survey map reference **ST7265SE**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **Bath and North East  
Somerset**



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Official copy  
of register of  
title

Title number AV97531

Edition date 01.09.2010

- This official copy shows the entries on the register of title on 17 FEB 2014 at 09:33:01.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 17 Feb 2014.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website [www.landregistry.gov.uk](http://www.landregistry.gov.uk) or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Plymouth Office.

## A: Property Register

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

BATH AND NORTH EAST SOMERSET

- 1 (09.01.1985) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the north-east side of Osborne Road.

NOTE: As to the part tinted pink on the filed plan the structure footings, supports, spans, abutments, parapet walls or road of the Osborne Road Overbridge are not included in the title.

- 2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance thereof dated 24 August 1982 made between (1) British Railways Board (Board) and (2) Hartwells Group PLC (Purchaser):-

"THERE are included in the Conveyance the rights and other matters set out in the Third Schedule hereto

THERE are reserved to the Board:-

(i) the right at any time to erect or suffer to be erected any building or other erections and to alter buildings or other erection now standing or hereafter to be erected on any part of its adjoining or neighbouring land in such a manner as to obstruct or interfere with any passage of light or air to any building which is to be erected upon the said properties and any access of light and air over the adjoining land of the Board shall be deemed to be enjoyed by the licence or consent of the Board and not as of right

(ii) the right of support from the said properties for adjoining property of the Board

(iii) the right to use and to connect into the manhole situate at the Eastern end of the property first described using the pipe the route of which is shown by a blue line on the plan

THE THIRD SCHEDULE above referred to

Title number AV97531

## A: Property Register continued

Rights and other matters included in the Conveyance

1. Such mines and minerals beneath the said properties as have become vested in the Board (other than mines of coal which are the property of the National Coal Board)
2. Such ballast materials as are situate on the said properties or on some part thereof
3. The right to use maintain repair and replace the pipe the route of which is shown by a broken blue line and marked "Drain" on the Plan Provided that the cost of maintaining repairing or replacing the said pipe shall hereafter be borne by the Purchaser"

*NOTE: Copy plan filed.*

- 3 (23.06.1994) The land has the benefit of but is subject to the rights granted by a Deed dated 11 May 1994 made between (1) Oxford Property Company Limited (2) Standard Life Investment Funds Limited.

The said Deed also contains covenants.

*NOTE: Copy filed under AV47681.*

- 4 (23.06.1994) The Deed dated 11 May 1994 referred to above contains a provision as to light or air.
- 5 (11.02.2008) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

## B: Proprietorship Register

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

### Title absolute

- 1 (01.09.2010) PROPRIETOR: LONDON ROAD NOTTINGHAM LIMITED (incorporated in British Virgin Islands) of Faringdon Road, Cumnor, Oxford OX2 9RE.
- 2 (23.06.1994) RESTRICTION:-Except under an order of the Registrar no Transfer shall be registered without a certificate of the owner for the time being of title AV100844 that a deed of covenant has been provided in accordance with the Deed of Grant dated 11 May 1994 referred to in the Property Register.
- 3 (01.09.2010) The price stated to have been paid on 8 April 2010 for the land in this title and other property was £2,731,875.
- 4 (01.09.2010) A Transfer dated 8 April 2010 made between (1) Oakhill Group Limited and (2) London Road Nottingham Limited contains purchaser's personal covenants.

*NOTE: Copy filed.*

## C: Charges Register

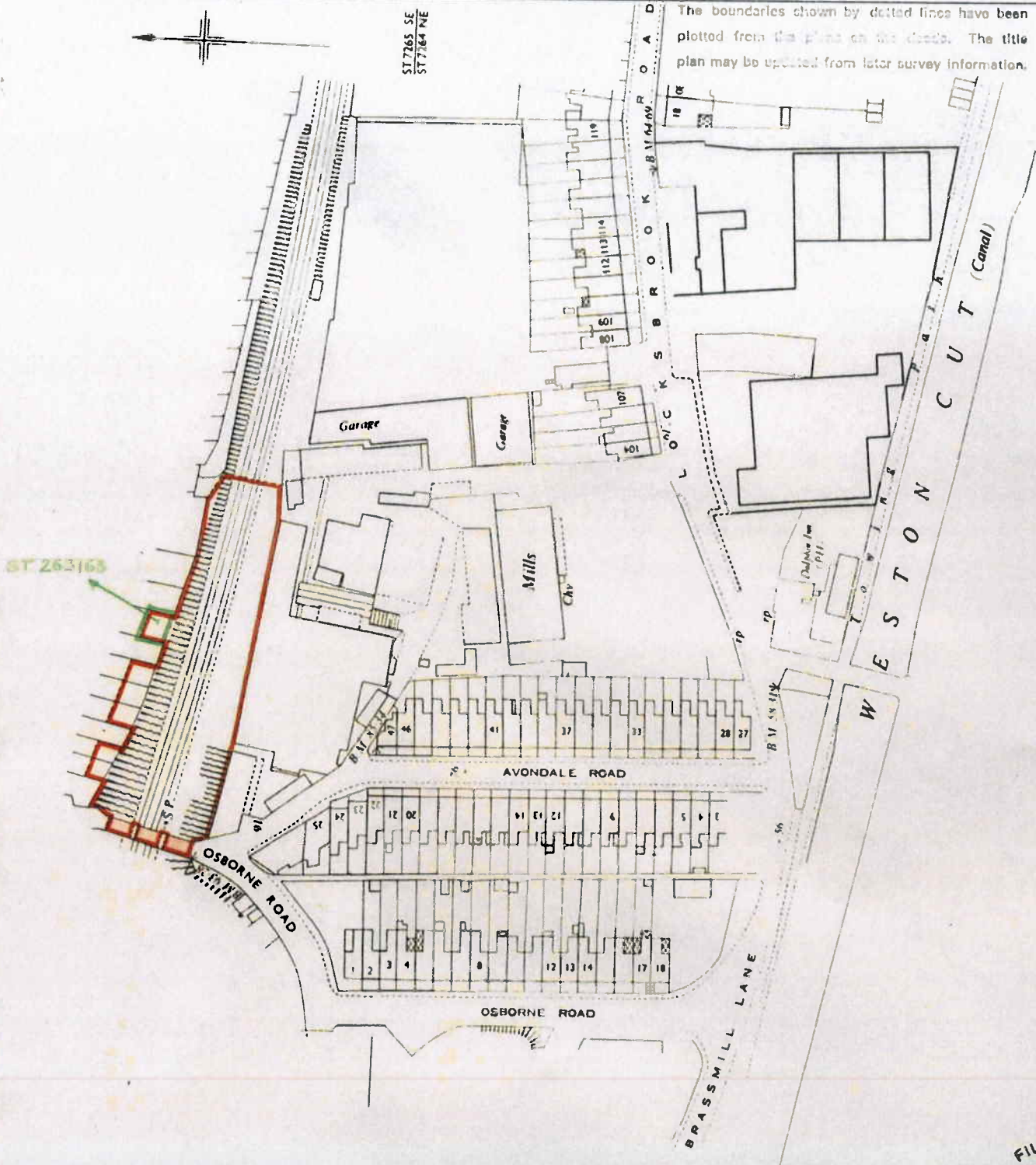
This register contains any charges and other matters that affect the land.

- 1 The land is subject to the provisions of an Agreement dated 24 June 1968 made between (1) The British Railways Board and (2) The City of Bath Corporation but no further particulars thereof were supplied on first registration.

End of register

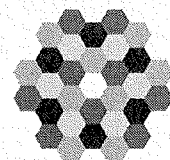
H.M. LAND REGISTRY		TITLE NUMBER		
		AV 97531		
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID	SECTION
	AVON		ST 7264	T
Scale: 1/1250		BATH DISTRICT		© Crown copyright 1976.

The boundaries shown by dotted lines have been plotted from the plans on file. The title plan may be updated from later survey information.



**APPENDIX 3**

**Official Copies of Leasehold title**



## Official copy of register of title

Title number ST310422

Edition date 25.02.2014

- This official copy shows the entries in the register of title on 25 February 2014 at 12:31:08.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 25 February 2014.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website [www.landregistry.gov.uk](http://www.landregistry.gov.uk) or Land Registry Public Guide 1 - *A guide to the information we keep and how you can obtain it.*
- This title is dealt with by Land Registry Plymouth Office.

## A: Property register

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

BATH AND NORTH EAST SOMERSET

- 1 (27.12.2013) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying to the south of Newbridge Road, Bath.

NOTE: The area below the ground floor is excluded from the title.

- 2 (27.12.2013) The mines and minerals are excepted.

- 3 (27.12.2013) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 4 August 1969  
Term : 999 years from 1 March 1969  
Parties : (1) The Amey Group Limited  
(2) Hartwells Group Limited

- 4 (27.12.2013) The Lease prohibits or restricts alienation.

- 5 (27.12.2013) The land has the benefit of but is subject to the rights granted by a Deed of Grant and Variation dated 6 June 1972 made between (1) The Amey Group Limited (2) Hartwells Group Limited and (3) U.D.T. Finance Limited

The said Deed also contains covenants.

NOTE 1:- Copy filed.

NOTE 2: The said deed varies the term of the registered lease as therein mentioned.

- 6 (27.12.2013) The land has the benefit of but is subject to the rights granted by a Deed dated 11 May 1994 made between (1) Oxford Property

## A: Property register continued

Company Limited (2) Standard Life Investment Funds Limited.

The said Deed also contains covenants.

*NOTE:- Copy filed under AV47681.*

## B: Proprietorship register

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

### Title absolute

- 1 (27.12.2013) PROPRIETOR: LONDON ROAD NOTTINGHAM LIMITED (incorporated in British Virgin Islands) of Faringdon Road, Cumnor, Oxford OX2 9RE.

## C: Charges register

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

- 1 (27.12.2013) A Conveyance of the freehold estate in the land in this title and other land dated 24 August 1938 made between (1) The London Midland and Scottish Railway Company and (2) Richard Henry Eaton and Wilfred Leslie Eaton contains restrictive covenants.

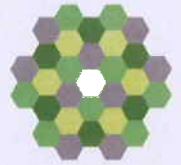
*NOTE: Copy filed.*

## End of register

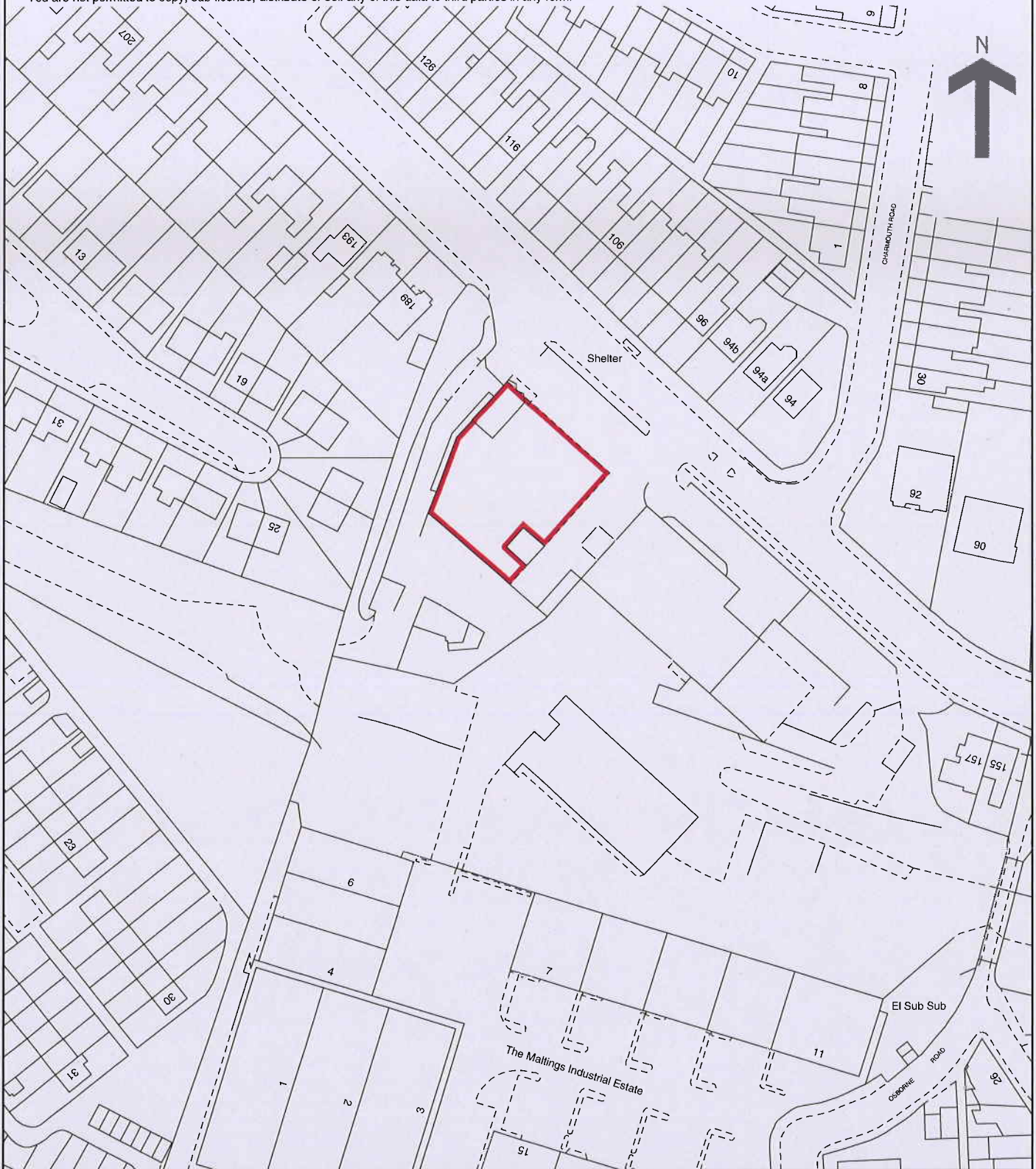


# Land Registry Official copy of title plan

Title number **ST310422**  
Ordnance Survey map reference **ST7265SE**  
Scale **1:1250**  
Administrative area **Bath and North East Somerset**

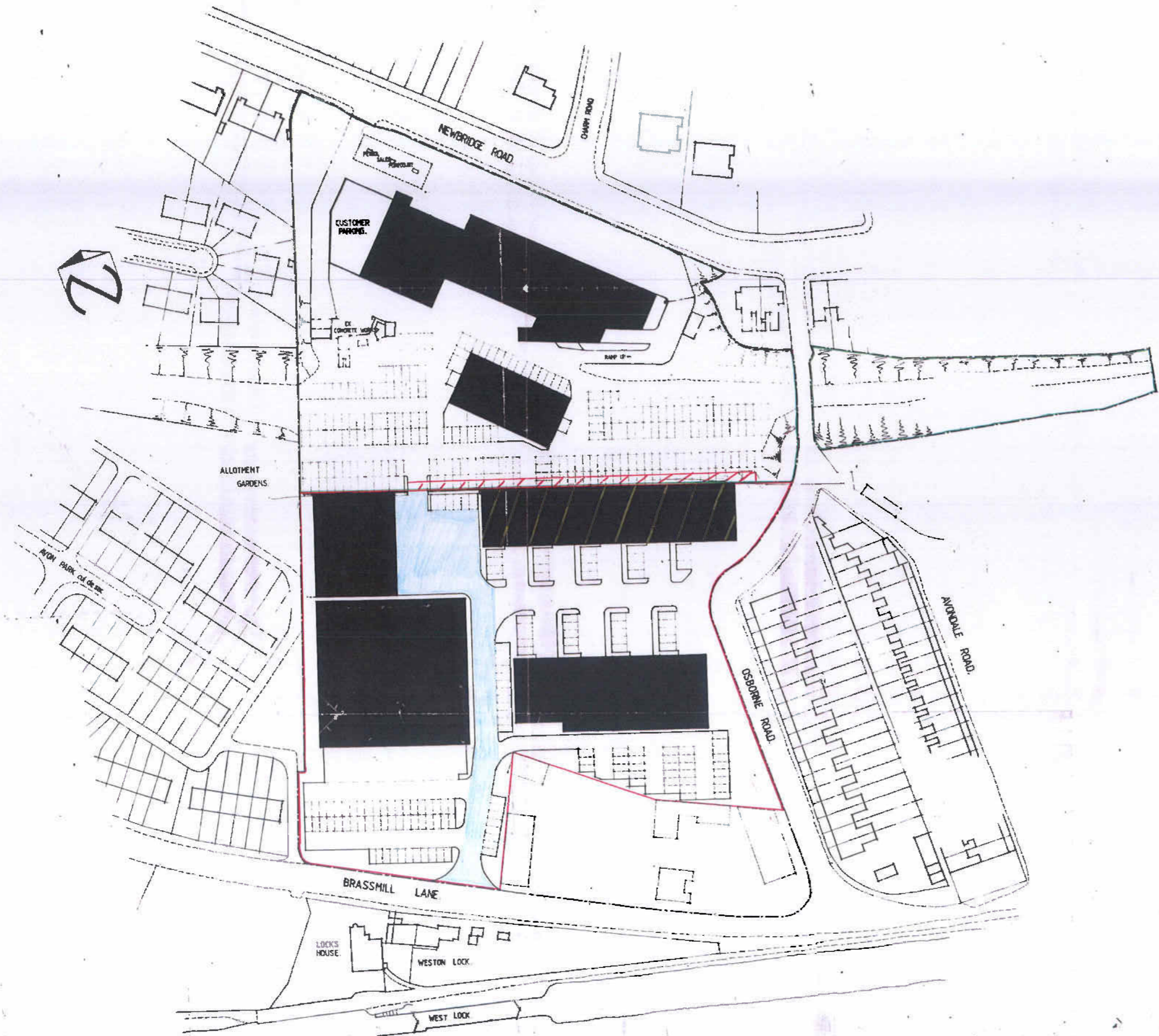


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**This official copy issued on 25 February 2014 shows the state of this title plan on 25 February 2014 at 12:31:08. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).**  
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.  
**This title is dealt with by Land Registry, Plymouth Office.**

**APPENDIX 4**  
**Deed of Grant Plan**



REVISIONS		DATE

**BS GOLDGALE LTD**  
 Architects  
 Upper Lodge  
 Upper St. Didcot  
 Oxon OX11 8PW  
 0226 650885

BS Goldgale Ltd is a member of the BSA Group of Companies. BSA is a member of the BSA Group of Companies. BSA is a member of the BSA Group of Companies. BSA is a member of the BSA Group of Companies.

CLIENT  
**HARTWELLS GROUP p.l.c.**  
**THE MALTINGS &**  
**NEWBRIDGE ROAD SITES.**

DESCRIPTION  
**SITE LAYOUT AS EXISTING.**

SCALE  
**1:500**

REFERENCE  
**4125-D-98.**

REVISIONS  
 THIS DRAWING IS THE COPYRIGHT OF THE ARCHITECTS

## **APPENDIX 5**

### **Lease Plan**

Boundary Line as staked  
16.7.68.

Tarmac Finish.

General Level to Quarry 76.00

30' 0"

In situ Concrete Ramp

Electricity Sub Station.

Fuel Oil Tank  
(in Bund Wall)

Boundary Unaltered.

Tarmac Finish



General Level of Open Showroom  
+101.50

Used Car Display Canopy

Customer Parking

80.50

Ramp down  
(1 in 7)  
to Premix  
Workshop  
& Yard.

Kiosk

Patrol Vent Pipes

2. Block.

ant Pipe

Pumping Main.

Paved Drive.

Pipe Concrete

+97.50

+98.00

+98.25

+98.25

+98.25

+97.50

+97.00

15' 6" 26' 0" 15' 6"

40' 0"

Patrol Sales Forecourt to detail  
(314.D.22 & D-61/114)

*S. Parker*

**APPENDIX 6**  
**Search Results**

Your Ref: **484820**  
Our Ref: **PSUS-727974.1**

Contact: Sam Hardy  
Telephone: 0800 688 588  
Fax:

NATALIE LINGWOOD  
YORK PLACE COMPANY SERVICES  
41 CHARLTON STREET  
LONDON

NW1 1JD

[PSUS-727974.1]



Chargeable Property Searches

National Grid - Utilitysearch  
PO Box 2122  
Bolton  
BL6 7WS

24-hour Electrical Emergency  
No

**0800 40 40 90 \***

24-hour Gas Escape No

**0800 111 999 \***

\*Calls may be recorded and monitored

31 Jul 2012

## **F.A.O. Natalie Lingwood**

Dear Sirs,

### **Re: BUILDINGS AT NEWBRIDGE ROAD, BATH, BA1 3JX.**

Based on the information you have provided in your request dated 30 July 2012, we have concluded that National Grid Transmission infrastructure **is not in the vicinity of the area of interest**. Therefore the land which is subject of this enquiry is not subject to the provisions of an Easement or Wayleave agreement with regard to National Grid Transmission Gas and Electricity apparatus. However, there may still be rights reserved for apparatus granted to other utility companies

To view the risk tables associated with this response, and contact information for working safely in the vicinity of National Grids infrastructure, please visit [www.utilitysearch.com/info.asp](http://www.utilitysearch.com/info.asp)

**IMPORTANT NOTE:** This response is for the national transmission gas and electricity networks ONLY. You MUST also obtain information of local gas and electricity distribution networks.

For Gas distribution please refer to [www.utilitysearch.com](http://www.utilitysearch.com)

For Electric distribution please refer to <http://2010.energynetworks.org/faq-who-is-my-gaselectricity-s/>

If the nature, location or extent of your request changes please submit a new enquiry.

Yours faithfully,

On behalf of National Grid.

Our Ref: 368198

Your Ref: 484819

Wednesday, 01 August 2012

Adam Booth  
White Rose House 28a York Place  
Leeds  
  
LS1 2EZ

**Western Power Distribution,**  
Map Response Team  
Mapping Centre  
Toll End Road  
Tipton  
West Midlands  
United Kingdom  
DY4 0HH  
www.westernpower.co.uk

Dear Adam Booth

Thank you for your enquiry dated Wednesday, 01 August 2012

I now enclose a copy of our plan showing existing Western Power Distribution (WPD) Electricity / WPD Surf Telecom apparatus in the vicinity of your proposed works. This information is given as a general guide only and its accuracy cannot be guaranteed. Please note that all WPD equipment on site should be assumed to be LIVE until WPD prove otherwise and provide you with confirmation to this effect in writing. Recent additions to our network, or service connections between the main cable and a building or street lamp may not be shown.

Map Response  
T 0121 623 9780  
F 0121 623 9223  
WPDWebMap  
@westernpower.co.uk

Damage to underground cables and contact with overhead lines can cause severe injury or may prove fatal. If you are excavating on site in the vicinity of either WPD Electrical apparatus or WPD Surf Telecom apparatus you must comply with the requirements of the following:-

Health & Safety Executive guidance HS(G)47, Avoiding Danger from underground services.

Work taking place in the vicinity of our plant is also regulated under the:-

Electricity at Work Regulations 1989, Health and Safety Act 1974, CDM Regulations 94 (as amended).

Safe working procedures should be defined and practiced

Please ensure that the use of mechanical excavators in the vicinity of our plant is kept to a minimum. WPD Surf Telecom ducts contain fibre cables, which are expensive to repair. Therefore, extreme care must be taken whilst working in the vicinity of these ducts, hand digging methods being used to determine their precise position.

If there are overhead lines crossing the site, you must comply with the requirements of Health & Safety Executive guidance laid down in GS6, Avoidance of Danger from Overhead Electric Lines.

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

If you require advice in connection with your proposals please contact our general enquiries number 0845 601 2989

Following consultation the local Western Power Distribution team will where necessary prepare detailed proposals and provide a quotation for any necessary alterations and/or development of our equipment on the site.

Yours sincerely

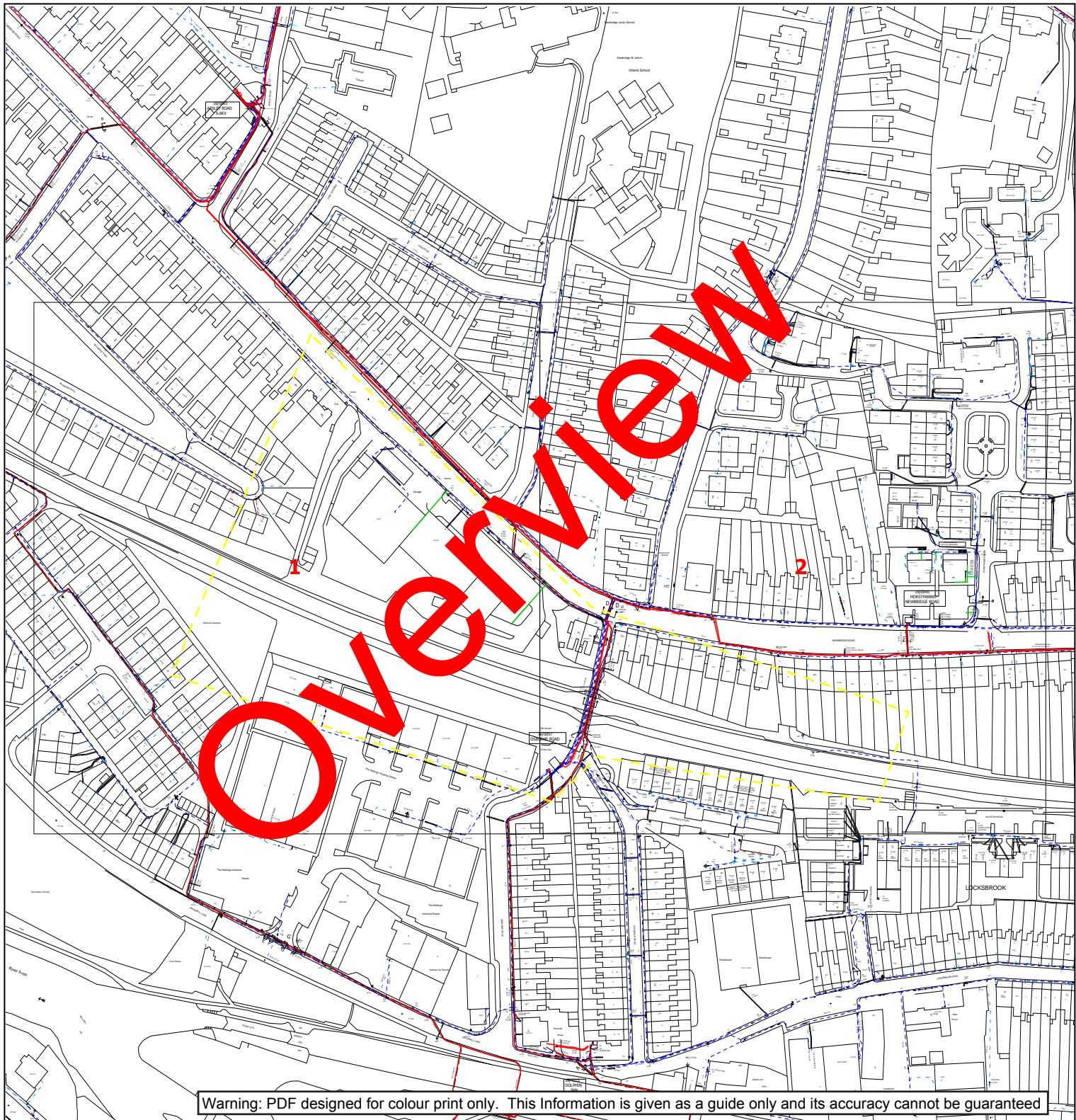
WPD Map Response Team

Western Power Distribution PLC  
South West - 02366894  
South Wales - 02366985  
East Midlands - 02366923  
West Midlands - 03600574  
  
Registered in  
England and Wales  
  
Registered Office:  
Avonbank  
Feeder Road  
Bristol  
BS2 0TB



## Steps to help keep you safe

- **If you are working within 10 metres of our 33kV, 66kV, 132kV underground electricity cables or within 10 metres of an overhead electricity line you should call our General Enquiries numbers (0845 601 2989) for free safety advice.**
- **Make sure you have up to date plans** - remember that recent additions to our network or service connections between the main cable and a building or street lamp may not be shown.
- **Look for signs of service cables** - an electricity meter box or nearby streetlamp may give you an indication that service cables are present in your area of work.
- **Non WPD Network** - electricity cables, lines and equipment owned by others may also be present in addition to WPD network. They are unlikely to be shown on our plans.
- **Use a cable locator** - trace electricity cables and mark the position of them using paint or other waterproof marking on the ground.
- **Hand dig trial holes** - to confirm the position of cables in close proximity to your area of your work and use spades and shovels rather than picks, pins or forks.
- **Have an emergency plan** - so that everyone working on site understands what to do in the event of an underground electricity cable being damaged or contact being made with an overhead electricity line.
- **If you are working within 10 metres** of an overhead electricity line then it may be necessary for you to erect warning signs and markers, or height restriction goal posts. Ensure that you comply with the requirements of Health & Safety Executive guidance laid down in GS6, Avoidance of Danger from Overhead Electric Lines.
- **If you are erecting a structure** that could allow anyone standing on it, or its access device (ladder, scaffold, MEWP), to come within 3m of any overhead electric line then **you must inform us**. This is your duty and a legal requirement under the Electricity Safety, Quality & Continuity Regulations 2002.
- **If you cannot work safely** around the underground electricity cable or overhead electricity line, then you may need to get it moved to allow your works to go ahead. Call the general enquiry numbers above for guidance.
- **It is possible that cables or pipes may be embedded in concrete** - electricity cables embedded in concrete **MUST** be made 'dead' by Western Power Distribution or the cable owner before the concrete is broken out. Alternatively, another safe way of working should be agreed.
- **Cables are sometimes covered by tiles or a marker tape** - these can be concrete, polythene or earthenware and are a useful early warning of the presence of cables; you should avoid disturbing any tiles or tape to expose the cable. Not all cables have these warning indicators.



Warning: PDF designed for colour print only. This Information is given as a guide only and its accuracy cannot be guaranteed



Map Response  
 Western Power Distribution  
 Toll End Road  
 Tipton DY4 0HH  
 Phone 0121 623 9780

Site Location	Overhead Line	Underground Cable	SURF Telecoms	Pilot Cables
Point ●	○ PL ○ Service ○ LV ○ HV (11kV) ○ HV (33kV) ○ HV (66kV) ○ HV (132kV)	— —	— S — S — PME Earth Underground Earth	— P — P — Pole Mounted Transformer Ground Mounted Transformer
Line/Area — — — — —	* — — — — — * * — — — — — *			

\* Advice should be sought from the Western Power Distribution Contact Centre for any work that is to take place in proximity to 132kV underground cables and 132kV overhead lines – 0800 096 3080

Date Requested: 01/08/2012  
 Job Reference: 368198  
 Site Location: 372610 165128  
 Requested by:  
 Mr Adam Booth  
 Your Scheme/Reference:  
 484819

**IMPORTANT NOTICES**

- These plans are provided as a general guide only. Services or recent additions to the network may not be shown.
- Cables, overhead lines & substations owned by other electricity network owners or private companies may be present but will not be shown.
- You should always verify exact locations of cables using a cable locator and by careful use of hand tools in accordance with HSE guidance note HSG47.
- When working within 10m of any overhead electric line you should follow the requirements of HSE Guidance Note GS6.
- For further advice on working near our electricity cables or lines, call our Contact Centre on 0845 601 2989.
- **Report damage to 0800 365 900 immediately – KEEP EVERYONE AWAY FROM THE AREA**

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Map Response  
 Western Power Distribution  
 Toll End Road  
 Tipton DY4 0HH  
 Phone 0121 623 9780

Date Requested: 01/08/2012  
 Job Reference: 368198  
 Site Location: 372610 165128  
 Requested by:  
 Mr Adam Booth  
 Your Scheme/Reference:  
 484819

Scales on A4 paper:  
 1:1250 Area dig site  
 1:500 Point or Line dig site

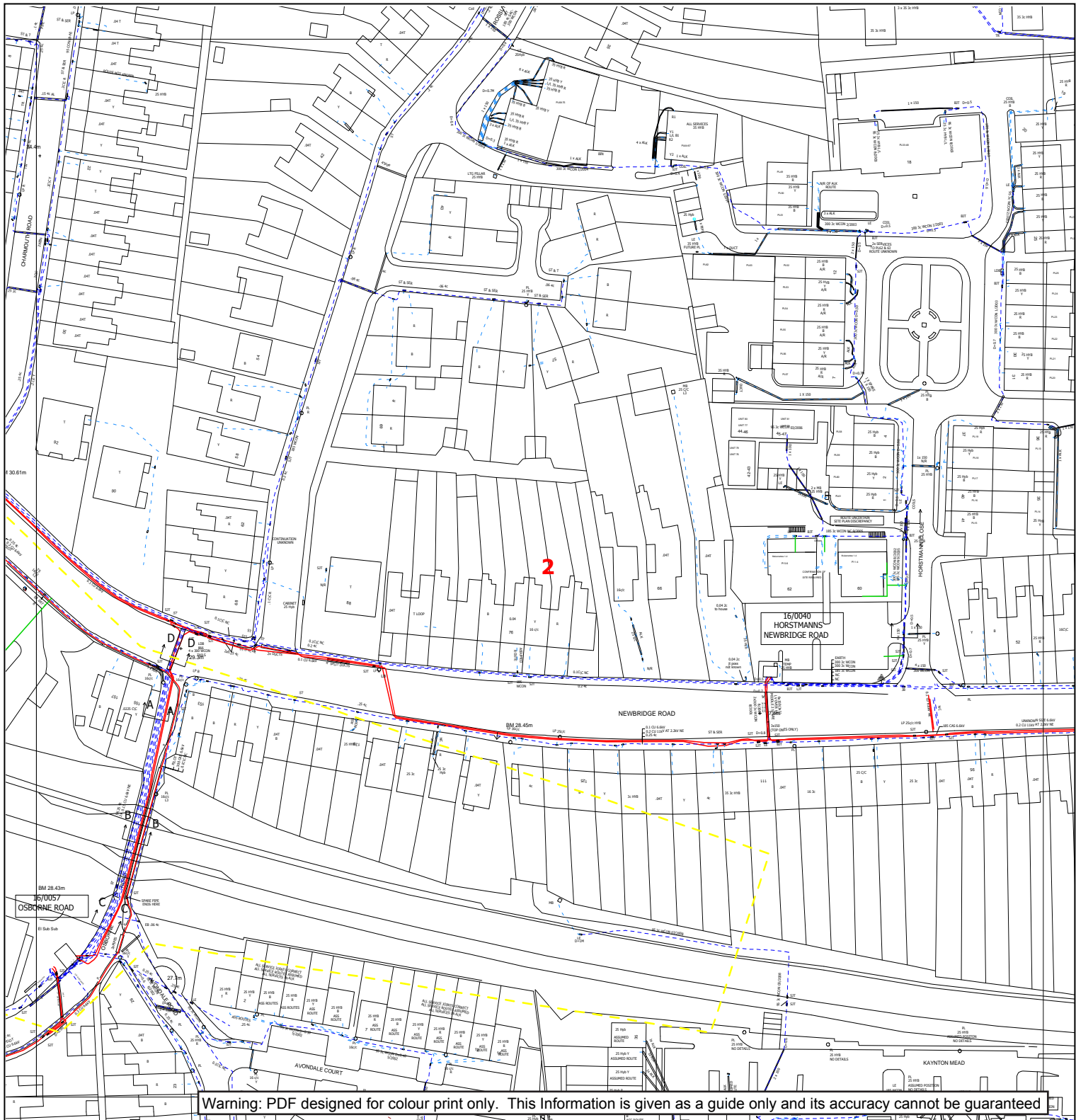
Site Location	Overhead Line	Underground Cable	SURF Telecoms	Pilot Cables
Point ●	○ PL ○ Service ○ LV ○ HV (11kV) ○ HV (33kV) ○ HV (66kV) ○ HV (132kV)	— —	— S — S — PME Earth Underground Earth	— P — P — Pole Mounted Transformer Ground Mounted Transformer
Line/Area —	— —	— —		

\* Advice should be sought from the Western Power Distribution Contact Centre for any work that is to take place in proximity to 132kV underground cables and 132kV overhead lines – 0800 096 3080

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Map Response  
 Western Power Distribution  
 Toll End Road  
 Tipton DY4 0HH  
 Phone 0121 623 9780

Date Requested: 01/08/2012  
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Scales on A4 paper:  
 1:1250 Area dig site  
 1:500 Point or Line dig site

Site Location	Overhead Line	Underground Cable	SURF Telecoms	Pilot Cables
Point	○ PL ○ Service ○ HV (11kV) ○ HV (33kV) ○ HV (66kV) ○ HV (132kV)	— —	— — — — — — — — — —	○ — ○ ○ — ○
Line/Area	— —	— —	— — — — — — — — — —	○ — ○ ○ — ○
	★	★	— E —	□

\* Advice should be sought from the Western Power Distribution Contact Centre for any work that is to take place in proximity to 132kV underground cables and 132kV overhead lines – 0800 096 3080

**IMPORTANT NOTICES**

- These plans are provided as a general guide only. Services or recent additions to the network may not be shown.
- Cables, overhead lines & substations owned by other electricity network owners or private companies may be present but will not be shown.
- You should always verify exact locations of cables using a cable locator and by careful use of hand tools in accordance with HSE guidance note HSG47.
- When working within 10m of any overhead electric line you should follow the requirements of HSE Guidance Note GS6.
- For further advice on working near our electricity cables or lines, call our Contact Centre on 0845 601 2989.
- **Report damage to 0800 365 900 immediately – KEEP EVERYONE AWAY FROM THE AREA**

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01 August 2012

## **Commercial Drainage and Water Search**

### **Property:**

BUILDINGS AT NEWBRIDGE ROAD  
BATH  
BA1 3JX

**Your Reference:**  
10322491

**Report Reference:**  
MST/300850

Please find enclosed the results of your Commercial Drainage and Water Search for the above address.

You are asked to take note of the Commercial Drainage and Water Enquiry Terms and Conditions, which govern the basis on which this Drainage and Water Report is supplied.

If you need to discuss any of the points raised, please do not hesitate to contact us.

Yours faithfully

Mark Stillman  
Technical Administrator

Property Address:  
, BUILDINGS AT, NEWBRIDGE ROAD, BATH BA1 3JX

Your ref. 10322491

Our Ref: MST/300850

## **SEARCH SUMMARY**

<b>Question</b>	<b>Response</b>
<b>1</b> Where relevant, please include a copy of an extract from the public sewer map.	<b>See Details</b>
<b>2</b> Where relevant, please include a copy of an extract from the map of waterworks.	<b>See Details</b>
<b>3</b> Does foul water from the property drain to a public sewer?	<b>Yes</b>
<b>4</b> Does surface water from the property drain to a public sewer?	<b>Yes</b>
<b>5</b> Is a surface water drainage charge payable?	<b>Yes</b>
<b>6</b> Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	<b>Yes</b>
<b>7</b> Does the public sewer map indicate any public sewer within 30.48 meters (100 feet) of any buildings within the property?	<b>Yes</b>
<b>8</b> Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?	<b>No</b>
<b>9</b> Has the sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?	<b>No</b>
<b>10</b> Is any building which is or forms part of the property at risk of internal flooding due to overloaded public sewers?	<b>No</b>
<b>11</b> Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	<b>See Details</b>
<b>12</b> Is the property connected to mains water supply?	<b>Yes</b>
<b>13</b> Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	<b>Yes</b>
<b>14</b> Is any water main or service pipe serving or which is proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?	<b>No</b>
<b>15</b> Is the property at risk of receiving low water pressure or flow?	<b>No</b>
<b>16</b> Please include details of a water quality analysis made by the water undertaker for the water supply zone in respect of the most recent calendar year.	<b>See Details</b>
<b>17</b> Please include details of any departures authorised by the Secretary of State or National Assembly for Wales under Part 6 of the 2000 Regulations from the provisions of Part 3 of those Regulations.	<b>See Details</b>
<b>18</b> Please include details of the location of any water meter serving the property.	<b>See Details</b>
<b>19</b> Who are the sewerage and water undertakers for the area?	<b>See Details</b>
<b>20</b> Who bills the property for sewerage services?	<b>See Details</b>
<b>21</b> Who bills the property for water services?	<b>See Details</b>
<b>22</b> What is the current basis for charging for sewerage and/or water services at the property?	<b>See Details</b>
<b>23</b> Is there a Consent, on this property, to discharge Trade Effluent under S118 of the Water Industry Act (1991) into the public sewerage system?	<b>Yes</b>

Property Address:  
, BUILDINGS AT, NEWBRIDGE ROAD, BATH BA1 3JX

Your ref. 10322491

Our Ref: MST/300850

## **MAPS**

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

A copy of an extract from the public sewer map is included in which the location of the property is identified.

- 1) *The Water Industry Act 1991 defines Public Sewers as those which Wessex Water Services Limited have responsibility for. Other assets and rivers, watercourses, ponds, culverts or highway drains may be shown for information purposes only.*
- 2) *Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.*

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

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

- 1) *The "water mains" in this context are those which are vested in and maintainable by the water company under statute.*
- 2) *Assets other than public water mains may be shown on the plan, for information only.*
- 3) *Water companies are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.*
- 4) *The copy extract will show known public water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.*

Property Address:  
, BUILDINGS AT, NEWBRIDGE ROAD, BATH BA1 3JX

Your ref. 10322491

Our Ref: MST/300850

## **DRAINAGE**

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

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

- 1) *Water companies are not normally responsible for any private drains serving the property and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property. From 1<sup>st</sup> October 2011, lateral drains and private sewers serving the property may become public.*
- 2) *An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.*
- 3) *If foul water does not drain to the public sewerage system the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant.*

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

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

- 1) *Water companies are not responsible for private drains that connect the property to the public sewerage system and do not hold details of these. From 1<sup>st</sup> October 2011, lateral drains and private sewers serving the property may become public.*
- 2) *The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.*
- 3) *In some cases, water company records do not distinguish between foul and surface water connections to the public sewerage system.*
- 4) *If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the company.*
- 5) *An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.*



Property Address:  
, BUILDINGS AT, NEWBRIDGE ROAD, BATH BA1 3JX

Your ref. 10322491

Our Ref: MST/300850

## **5. Is a surface water drainage charge payable?**

Records confirm that a surface water drainage charge is payable for the property.

- 1) *Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.*
- 2) *Where surface water drainage charges are payable but upon inspection the property owner believes that surface water does not drain to the public sewerage system, application can be made to the company to end surface water charges.*
- 3) *This charge forms part of the annual water and sewerage service charge.*

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

The public sewer map included indicates that there is a public surface water sewer, disposal main or lateral drain within the boundaries of the property. However, from 1<sup>st</sup> October 2011 there may be additional public sewers, disposal mains or lateral drains which are not recorded on the public sewer map but which may further prevent or restrict development of the property. For further information, please contact Wessex Searches on 01225 526206 or email [contactus@wessexsearches.co.uk](mailto:contactus@wessexsearches.co.uk).

- 1) *Wessex Water Services Limited has a statutory right of access to carry out work on its assets. Employees of Wessex Water Services Limited or its contractors may, therefore, need to enter the property to carry out work.*
- 2) *The approximate boundary of the property has been determined by reference to the Ordnance Survey record or the map supplied.*
- 3) *Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.*

## **7. Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?**

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

- 1) *From 1<sup>st</sup> October 2011 there may be additional lateral drains and/or public sewers which are not recorded on the public sewer map but are also within 30.48 metres (100 feet) of a building within the property.*
- 2) *The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the Local Authority requiring a property to be connected to the public sewer.*
- 3) *The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.*

Property Address:  
, BUILDINGS AT, NEWBRIDGE ROAD, BATH BA1 3JX

Your ref. 10322491

Our Ref: MST/300850

**8. Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?**

The property is part of an established development and is not subject to an adoption agreement.

**Please refer to ‘Additional Information – Private Sewer Transfer’ for more information relating to S104 agreements as a result of the 1<sup>st</sup> October 2011 transfer.**

- 1) *This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer.*
- 2) *Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities.*

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

There are no records in relation to any approval or consultation about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. However, the sewerage undertaker might not be aware of a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain.

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

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

The property is not recorded as being at risk of internal flooding due to overloaded public sewers. From 1<sup>st</sup> October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership. It is therefore possible that a property may be at risk of internal flooding due to an overloaded public sewer which the sewerage undertaker is not aware of. For further information, it is recommended that enquiries are made of the vendor.

- 1) *A sewer is “overloaded” when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.*

Property Address:  
, BUILDINGS AT, NEWBRIDGE ROAD, BATH BA1 3JX

Your ref. 10322491

Our Ref: MST/300850

- 2) *“Internal flooding” from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.*
- 3) *“At Risk” properties are those that the water company is required to include in the Regulatory Register that is reported annually to the Water Services Regulatory Authority (OFWAT). These are defined as properties that have suffered or are likely to suffer internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company’s reporting procedure.*
- 4) *Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the at Risk register.*
- 5) *Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Company.*
- 6) *Public sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.*
- 7) *It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excludes flooding from private sewers and drains and the Company makes no comment upon this matter.*

For Further information please contact the Searches Team on 01225 526206.

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

The nearest sewage treatment works is 2.5km to the south of the property. The name of the sewage treatment works is Englishcombe.

- 1) *The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated.*
- 2) *The Sewerage undertaker’s records were inspected to determine the nearest sewage treatment works.*
- 3) *It should be noted therefore that there may be a private sewage treatment works closer than the one detailed above that have not been identified.*
- 4) *As a responsible utility operator, Wessex Water seeks on all its operational sites to manage the impact of odour from our sewage works on the surrounding area in accordance with the Code of Practice on Odour Nuisance from Sewage Treatment Works issued via the Department of Food and Rural Affairs (DEFRA). This Code recognises that odour from sewage treatment works can have a detrimental impact on the quality of the local environment for those living close to works. However, DEFRA also recognises that sewage treatment works provide important services to communities and are essential for maintaining standards in water quality and protecting aquatic based environments.*

For Further information please contact the Searches Team on 01225 526206.

Property Address:  
, BUILDINGS AT, NEWBRIDGE ROAD, BATH BA1 3JX

Your ref. 10322491

Our Ref: MST/300850

## **WATER**

### **12. Is the property connected to mains water supply?**

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

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

The map of waterworks indicates that there are water mains, resource mains or discharge pipes within the boundaries of the property.

- 1) *The boundary of the property has been determined by reference to the Ordnance Survey record.*
- 2) *The presence of a public water main within the boundary of the property may restrict further development within it. Water companies have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work.*

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

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

- 1) *This enquiry is only of interest to buyers of new homes who will want to know whether or not the property will be linked to the mains water supply.*

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

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

- 1) *The boundary of the property has been determined by reference to the Ordnance Survey record.*
- 2) *“Low water pressure” means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal.*
- 3) *Water Companies are required to include in the Regulatory Register that is reported annually to the Water Services Regulatory Authority (OFWAT) properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level).*
- 4) *The reference level of service is a flow of 9 litres/minute at a pressure of 10metres head on the customer's side of the main stop tap (mst). The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap.*

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*The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served.*

*For two properties, a flow of 18 litres/minute at a pressure of 10metres head on the customers' side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing handbook.*

5) *Allowable exclusions*

*The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply.*

6) *Abnormal demand:*

*This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected. Companies should exclude from the reported DG2 figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year companies may exclude, for each property, up to five days of low pressure caused by peak demand.*

7) *Planned maintenance:*

*Companies should not report under DG2 low pressures caused by planned maintenance. It is not intended that companies identify the number of properties affected in each instance. However, companies must maintain sufficiently accurate records to verify that low pressure incidents that are excluded from DG2 because of planned maintenance are actually caused by maintenance.*

8) *One-off incidents:*

*This exclusion covers a number of causes of low pressure; mains bursts; Failures of company equipment (such as PRVs or booster pumps); Firefighting; and Action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.*

9) *Low pressure incidents of short duration:*

*Properties affected by low pressures which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded from the reported DG2 figures.*

For Further information please contact the Searches Team on 01225 526206.

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**16. Please include details of a water quality analysis made by the water undertaker for the water supply zone in respect of the most recent calendar year.**

Lead

The analysis confirmed that all tests met the standards prescribed by the 2000 Regulations or the 2001 Regulations for lead.

Nitrate

The analysis confirmed that all tests met the standards prescribed by the 2000 Regulations or the 2001 Regulations for nitrate.

Other

The analysis confirmed that all other tests met the standards prescribed by the 2000 Regulations or the 2001 Regulations.

**Water Companies investigate all infringements of water quality standards thoroughly and take appropriate corrective actions to resolve any problems. If there was any risk to public health from the quality of drinking water supplied, the Company would inform customers immediately and advise them not to drink the water until the risk had been removed.**

- 1) *Sampling addresses are generated on a random basis and are conducted to assess the quality of drinking water throughout Wessex Water's distribution network and not as an indicator of the condition of an individual property Therefore Wessex Water will not disclose the sample address.*
- 2) *Water companies have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000. However, the householder is responsible for any deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met.*
- 3) *In England and Wales these Regulations implement the requirements of the European Drinking Directive 98/83/EC. The 2000 Regulations impose standards for a range of parameters, which are either health based to ensure the water is safe to drink or to ensure the water is aesthetically acceptable. They also require that drinking water should not contain any element, organism or substance (whether or not a parameter) at a concentration or value which would be detrimental to public health.*
- 4) *Water quality is normally tested at the tap used for domestic consumption normally the kitchen. However, the householder is responsible for any of deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met.*
- 5) *If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your water company (see below for contact details) for further advice.*
- 6) *The water company undertakes a monitoring programme to establish water quality that includes random sampling from domestic properties. It will notify the consumers of any failures to meet the water quality standards that are due to the condition or maintenance of the domestic distribution system.*

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- 7) *The data collected by the company is subject to external review by the drinking water inspectorate (DWI) and by local and health authorities. In addition to reviewing quality data the DWI also carry out audits during which any area of the company's operation can be examined.*

For Further information please contact the Searches Team on 01225 526206.

**17. Please include details of any departures, authorised by the Secretary of State under Part 6 of the 2000 Regulations from the provisions of Part 3 of those regulations**

There are no such authorised departures for the water supply zone.

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

Records indicate there is a water meter fitted at the property.

**HANSONS AGGREGATE**

Meter No: 96A526812

Size: 25mm

Location: PAVEMENT RIGHT

BOUNDARY, CORNER OF HARTWELL  
GARAGE

**HARTWELLS OF BATH**

Meter No: 003143199

Size: 20mm

Location: PAVEMENT 6 METRES  
RIGHT HAND SIDE OF GARAGE  
ENTRANCE



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**19. Who are the sewerage and water undertakers for the area?**

The sewerage undertaker for the area is Wessex Water Services Limited, Operations Centre, Claverton Down Road, Bath, BA2 7WW.

**20. Who bills the property for sewerage services?**

The property is billed for sewerage services by Bristol Wessex Billing Services Limited, 1 Clevedon Walk, Nailsea, Bristol BS48 1WW. Website : [www.wessexwater.co.uk](http://www.wessexwater.co.uk).  
Telephone: 0845 600 3 600.

**21. Who bills the property for water services?**

The property is billed for water services by Bristol Wessex Billing Services Limited, 1 Clevedon Walk, Nailsea, Bristol BS48 1WW. Website : [www.wessexwater.co.uk](http://www.wessexwater.co.uk).  
Telephone: 0845 600 3 600..

**22. What is the current basis for charging for sewerage and water services at the property?**

The charges are based on actual volumes of water measured through a water meter ('metered supply').

- 1) *Sewerage and water companies' full charges are set out in their charges schemes which are available from the company free of charge upon request.*
- 2) *The company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for:*
  - a) *watering the garden other than by hand (this includes the use of sprinklers);*
  - b) *automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.*

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Date Completed 1 August 2012

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### **ADDITIONAL**

#### **23. Is there a Consent , on this property, to discharge Trade Effluent under S118 of the Water Industry Act (1991) into the public sewerage system?**

Yes. There is a consent to discharge Trade Effluent into the public foul sewer serving the property. This consent allows for the discharge of Trade Effluent associated with Vehicle Wash. The trade effluent contains Special Category Effluents as defined by Section 138 of the Water Industry Act (1991), associated with the carrying out of Prescribed Processes within the premises, and as such the Consent should be read in conjunction with the Authorisation issued for these Prescribed Processes under Part 1 of the Environment Act (1990) or under the Pollution Prevention and Control (England and Wales) Regulations (2000). This consent allows for a maximum volume of 4.15m<sup>3</sup> to be discharged in any 24-hour period. The maximum rate of discharge is 0.5l/s. A full copy of the Consent Document can be obtained by contacting us on 01225 526206. An additional fee of £30 + VAT will be payable for this service. The Environment Agency can provide details of the Environment Protection Act Authorisation. They can be contacted on 08702 420199.

1) *Occupiers of Trade Premises can not discharge Trade Effluent to the public sewerage system without the sewerage undertaker's consent. Any Consent to Discharge Trade Effluent will be issued under S118 of the Water Industry Act (1991) and will be subject to certain conditions being set by the sewerage undertaker. In general, these conditions are set to ensure:*

- the protection of health and safety of staff working within the sewerage system and at treatment centres;*
- that the physical structure of the sewerage system is not damaged;*
- that the free flow of the contents of the sewerage is not impeded;*
- plant and other associated equipment and processes at treatment centres are not damaged;*
- the treatment of sewage sludge is not impeded and these sludges can be disposed of in an environmentally acceptable manner;*
- the final effluent discharged from treatment centres does not affect the environment or prevent thereceiving waters from complying with relevant EC Directives;*
- any potential harm to the environment via storm water overflows is minimised.*

*Disputes between an occupier of Trade Premises and the sewerage undertaker can be referred to the Director General of Water Services (OFWAT).*

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## **ADDITIONAL INFORMATION**

### **Sewer Protection – Building over or close to a public sewer**

Wessex Water is responsible for maintaining public sewers that have sometimes been laid within the boundaries of properties. Agreement will be required to carry out any building work over or within three metres of a public sewer to ensure no damage is caused to it or restrictions made to the way it is used and maintained.

Wessex Water is normally willing to consider building over or near non-strategic public sewers up to 225mm in diameter where diversion is not practical and the building cannot be redesigned.

However, building over a public sewer will not be permitted where the following criteria apply.

- The sewer has a formal easement preventing overbuilding – this is normally shown in the deeds of the property.
- The sewer is greater than 300mm in diameter or above.
- The sewer depth is in excess of three metres.
- The sewer is a pressurised pumping main.
- The building will span or cover any existing public sewer access chamber.
- The building is a ‘new build’ property.

In the case of strategically important or deep sewers, generally greater than 300mm in diameter or in excess of 3.0m deep, the minimum distance between any building work and the sewer will be greater than 3.0 metres. You will need to seek guidance from the Sewer Protection Team on 01225 526000.

Wessex Water should be consulted early on in the design process where building work is proposed near or over a public sewer to agree any necessary arrangements for the protection of infrastructure crossing the site. An application form for building over a public sewer is available from the Sewer Protection Team on 01225 526000.

The information included in this report does not constitute an approval to alter, divert, build over, or connect to, any public apparatus.

Depending on your proposals, you may need to contact our Planning Liaison Team on 01225 526000 and/or the Local Authority.

### **Sewer Protection – Discharges**

Section 111 of the Water Industry Act (1991) places an absolute prohibition on the discharge of the following into a public sewer or drain or sewer communicating with a public sewer.

- Any matter likely to injure the sewer or drain, to interfere with free flow of its contents, or to affect prejudicially the treatment or disposal of its contents.
- Any chemical refuse or waste steam or any liquid of temperature higher than 110 degrees Fahrenheit.
- Any petroleum spirit or carbide of calcium.

On conviction in the Magistrates’ court, offences under this section carry a fine of up to £5,000 and to a further fine of up to £50 for each day on which the offence continues after conviction.

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On conviction in the Crown Court, offences can lead to imprisonment for a term not exceeding two years, or to a fine, or both.

### **Water Main Protection - Building over or close to a public water main**

Building over water mains presents two principal problems.

1. They become completely inaccessible for maintenance and repair.
2. Should they burst, water discharging under pressure may cause significant damage to property and may endanger the structure of the building, possibly to the point of collapse. Even a small-volume, undetected, long-term leak on a built over main can erode foundations to the point of collapse.

Accordingly :-

- Building over a water main is not permitted.
- Building alongside a water main is permitted provided a minimum distance of 3.0 metres each side is maintained from any part of the structure. In the case of large-diameter mains (any main over 300mm nominal bore) and strategically important or deep mains, a minimum distance of 5.0 metres is required.
- Where development has taken place and buildovers have occurred, it is likely that diversion at the landowner's expense will be required.

Wessex Water should be consulted early on in the design process where building work is proposed near a public water main to agree any necessary arrangements for the protection of infrastructure crossing the site.

Depending on your proposals you may need to contact our Planning Liaison Team on 01225 526333 and/or the Local Authority.

### **Private Sewer Transfer**

From 1 October 2011 by virtue of a scheme made under the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011 ("the 2011 Regulations") and by virtue of section 105A of the Water Industry Act 1991 ("the 1991 Act") private sewers and lateral drains which immediately before 1 July 2011 communicated with a public sewer became vested in sewerage undertakers.

Under the 2011 Regulations adoptable private sewers and private lateral drains the subject of an agreement under section 104 also vest in sewerage undertakers if immediately before 1 July 2011 they communicated with a public sewer. The section 104 agreement insofar as it relates to that sewer or lateral drain is treated as terminating on that date.

Where adoptable private sewers and private lateral drains the subject of an agreement under section 104 did not immediately before 1 July 2011 communicate with a public sewer they will vest on the earlier of the date of vesting under the agreement or the date of vesting pursuant to a supplementary scheme made under Regulation 4 to the 2011 Regulations. The section 104 agreement insofar as it relates to that sewer or lateral drain is treated as terminating on the date of vesting.

Where an agreement covers assets which do not and will not communicate with a public sewer those assets will remain private and subject to the provisions of the agreement.

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The attached extracts from the public sewer map may show sewers and private laterals the subject of an agreement under section 104 of the Act as being private notwithstanding the fact that they may have vested in Wessex Water pursuant to the 2011 Regulations. Wessex Water is in the process of confirming with developers the date of communication with public sewerage and will be updating the public sewer map when this information is known.

Where there is any doubt as to the status of a particular length of pipe it is recommended that Wessex Water is contacted for advice.

Details of sewers and private laterals the subject of an agreement under section 104 of the Act have not been compiled from an "as constructed" record and Wessex Water will be updating the sewer map when that information is provided by developers. Until then it is recommended that details of the route these pipes follow be checked with the developer.

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### DRAINAGE AND WATER ENQUIRY TERMS AND CONDITIONS

Customers and Clients are asked to note these terms, which govern the basis on which this drainage and water report is supplied.

#### **Definitions**

**‘Company’** means the Water Service Company or their data service provider producing the Report.

**‘Order’** means any request completed by the Customer requesting the Report.

**‘Report’** means the drainage and/or water report prepared by The Company in respect of the Property.

**‘Property’** means the address or location supplied by the Customer in the Order.

**‘Commercial Property’** means land or buildings used or proposed to be used for commercial activities and will include offices, retail units, working farms, warehousing, development sites and commercial buildings used or to be used as dwellings.

**‘Customer’** means the person, company, firm or other legal body placing the Order, either on their own behalf as Client, or, as an agent for a Client.

**‘Client’** means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the property.

#### **Agreement**

1. The Company agrees to supply the Report to the Customer and the Client subject to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. Where the customer is acting as an agent for the Client then the customer shall be responsible for bringing these terms to the attention of the Client.

The Customer and Client agree that the placing of an Order for a Report indicates their acceptance of these terms.

#### **The Report**

2.1 This report should only be used where the Property which is the subject of the Report is used for carrying out a trade or business.

This report should not be used if the Property is a residential, domestic property.

2.2 Whilst The Company will use reasonable care and skill in producing the Report, it is provided to the Customer and the Client on the basis that they acknowledge and agree to the following:-

2.3 The information contained in the Report can change on a regular basis so The Company cannot be responsible to the Customer and the Client for any change in the information contained in the Report after the date on which the Report was produced and sent to the Client.

The Report does not give details about the actual state or condition of the Property; nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.

2.4 The information contained in the Report is based upon the accuracy of the address supplied by the customer or Client.

2.5 The Report provides information as to the location & connection of existing services and should not be relied on for any other purpose. The Report may contain opinions or general advice to the Customer and the Client and The Company cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.

2.6 The position and depth of apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only, and no warranty as to its correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of The Company's apparatus.

#### **Liability**

3.1 The Company shall not be liable to the Client for any failure defect or non-performance of its obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond The Company's reasonable control or the acts or omissions of any party for whom The Company are not responsible.

3.2 Where the Customer sells this report to a Client (other than in the case of a bona fide legal adviser recharging the cost of the Report as a disbursement) The Company shall not in any circumstances (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) be liable for any loss or damage whatsoever and the Customer shall indemnify the Company in respect of any claim by the Client.

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**3.3** Where a report is requested for an address falling within a geographical area where two different Companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by either Company will remain with that Company in respect of the accuracy of the information supplied. A Company supplying information which has been provided to it by another Company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the Company from which the information was obtained.

**3.4** If a residential report is purchased, it is for use in relation to domestic property transactions only. If it is used for any form of Commercial Property, then the Company's entire liability (except to the extent provided by clause 3.5) in respect of all causes of action arising by reason of or in connection with the Report (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) shall be limited to £5,000.

If a Commercial report is purchased, it is produced for use in relation to Commercial Property transactions only. The Company's entire liability (except to the extent provided by clause 3.5) in respect of all causes of action arising by reason of or in connection with the Report (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) shall be limited to £5,000,000 (except to the extent provided by clause 3.5) in respect of all causes of action arising by reason of or in connection with the Report (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) shall be limited to £5,000,000.

**3.5** The Company shall accept liability for death or personal injury arising from its negligence.

#### **Copyright and Confidentiality**

**4.1** The Customer and the Client acknowledge that the Report is confidential and is intended for the personal use of the Client.

The copyright and any other intellectual property rights in the Report shall remain the property of The Company. No intellectual or other property rights are transferred or licensed to the Customer or the Client except to the extent expressly provided.

**4.2** The Customer or Client is entitled to make copies of the Report (other than any maps contained in the, or attached to the Report, where no copying is permitted)

**4.3** The Customer and Client agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.

**4.4** The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.

**4.5** The Customer and the Client agree to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by either of them of the terms of paragraphs 4.1 to 4.4 inclusive.

#### **Payment**

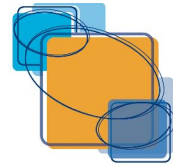
**5.1** Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by The Company, without any set off, deduction or counterclaim. Unless the Customer or Client has an account with The Company for payment for Reports, The Company must receive payments for Reports in full before the Report is produced. Where a customer orders an expedited search for 24-hour return, payment must be made in full to The Company within 48 hours of placing the Order. For Customers or Clients with accounts, payment terms will be as agreed with The Company.

#### **General**

**6.1** If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.

**6.2** These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.

**6.3** Nothing in this notice shall in any way restrict the Customer or Clients statutory or any other rights of access to the information contained in the Report.

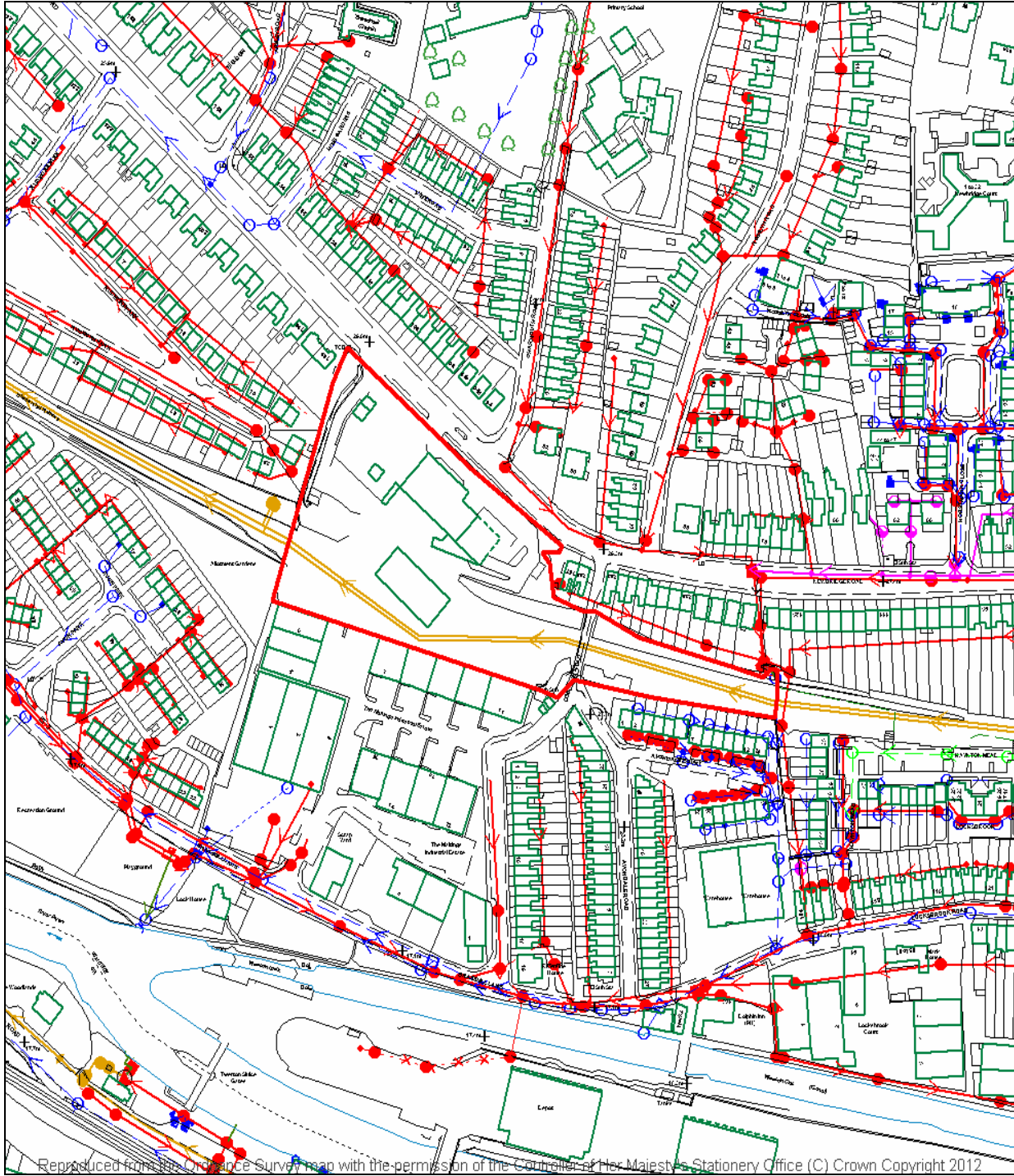


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## SEWER PLAN - Scale: 1: 2000



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The information supplied in this plan is for guidance only, and Wessex Water does not accept responsibility for any inaccuracies.

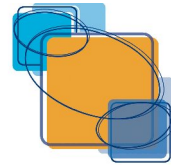
In carrying out any works, you accept liability for the cost of any repairs required to be undertaken by Wessex Water as a consequence of your actions or of those of your contractors. You are advised to commence excavations using hand-tools only and not to use mechanical digging equipment until pipe-work has been precisely located.

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## SEWERAGE KEY



**Types of sewers**

-  **Foul Sewers**  
A sewer that carries waste water from domestic and industrial sources to a Sewage Treatment Works.
-  **Combined Sewers**  
Both surface water and foul sewage flow in the same pipe.
-  **Surface Water Sewers**  
A sewer that conveys surface water (e.g. rain water from roofs, yards and car parks).
-  **Abandoned Sewers**  
Sewers abandoned in situ. On the map they are denoted by "x" symbols. They are sealed and should not be used for connections.
-  **Private Sewers**  
Sewers not in the ownership of Wessex Water but recorded to assist work in the geographical vicinity. Wessex Water does not know ownership. (Colour coding as for Public Sewers above).

**Other Wessex pipes**

-  **Rising Mains**  
A pipe that carries pressurised pumped flow from a low point to a high point on the sewerage network.
-  **Overflows**  
A pipe that relieves downstream sewers of flows in excess of capacity.
-  **Effluent Disposal Mains**  
These are pipes for the disposal of treated effluent from a Sewage Treatment Works site to a watercourse.

**Non Wessex pipes**  
*Wessex will not routinely know anything about the ownership of these pipes but records them for information.*









-  **Culverted Water Course**  
A piped watercourses taking natural drainage catchment water for the area.
-  **Highway Drain**  
Pipeline system owned by the Highway Authority to convey surface water from the highway.

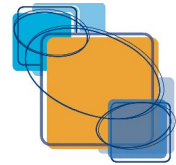
**Sewer size, material, shape and depth**  
 The size, material, shape and depth of the sewer are shown as annotation on the map where they are known. The material and shape are an abbreviation with the most ones being:  
 The size is shown in millimetres, the depth in metres.

Shape: A - Unknown	B - Circular	C - Egg Shape	D - Rectangle
Material: A - Unknown	B - Clay	C - Concrete	D - UPVC
E - Cast Iron	F - Brick	G - Asbestos	T - Other

Annotation example: 150 / B / C / 1.710 = 150 mm diameter circular concrete sewer with depth of 1.710 metres

**Sewerage Apparatus**  
 The following are the most common type of Sewerage Apparatus found on the Wessex Water Sewerage Network.

Foul Manhole 	Combined Manhole 	Surface Water Manhole 	Pumping Station 
Non-return Valve 	Outfall 	Combined Sewer Overflow 	Inlet 

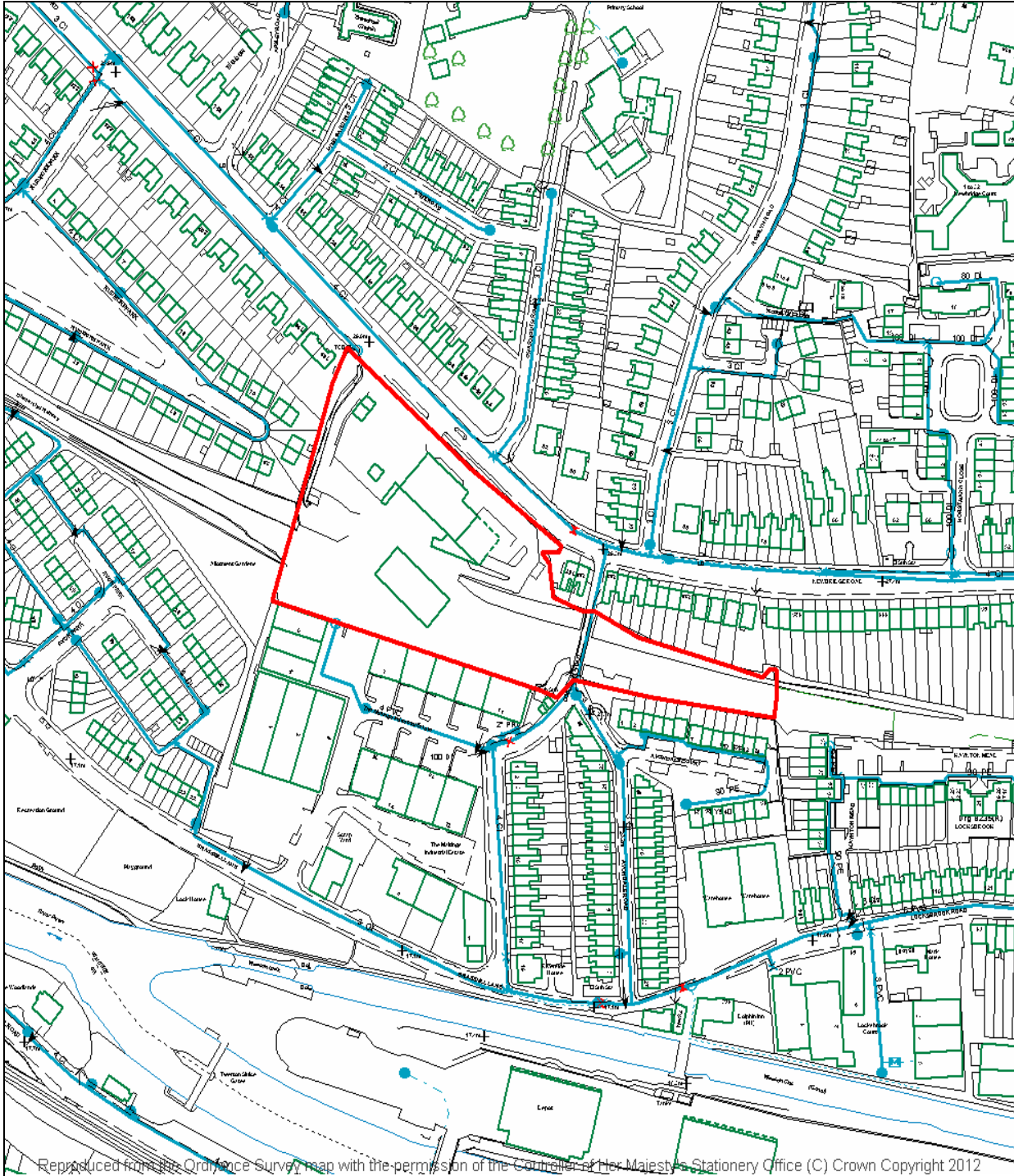


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## WATER PLAN - Scale: 1: 2000



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The information supplied in this plan is for guidance only, and Wessex Water does not accept responsibility for any inaccuracies. In carrying out any works, you accept liability for the cost of any repairs required to be undertaken by Wessex Water as a consequence of your actions or of those of your contractors. You are advised to commence excavations using hand-tools only and not to use mechanical digging equipment until pipe-work has been precisely located.

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## WATER SUPPLY KEY

### Types of water pipe

-  **Distribution Main**  
A distribution main carries treated water to customers. With few exceptions, domestic water connections are only made to distribution mains
-  **Raw Water Main**  
These mains carry untreated (raw) water to a treatment plant.
-  **Abandoned Main**  
These mains are not in use but may still be in the ground.
-  **Private Main**  
Mains not in the ownership of Wessex Water but recorded to assist work in the geographical vicinity. Wessex Water does not know ownership.

### Water main size and material

The material and the size of the main are shown as annotation on the map. The material is shown as an abbreviation with the most common materials being:

















CI - Cast Iron	GA - Galvanised Iron	DI - Ductile Iron
SI - Spun Iron	ST - Steel	PE - Polyethylene
PVC - uPVC	POLY - Plastic/Polyethylene	UNK - Unknown

The size will fall within ranges of 0.25 - 24 for imperial sizes and 50 - 1200 for metric sizes.

Annotation examples:  
 8 CI = 8 inch Cast Iron  
 700 DI = 700 mm Ductile Iron  
 4 PVC = 4 inch uPVC

### Water main apparatus

The following are the most common type of Mains Apparatus found on the Wessex Water Mains Network.

Open Valves	Closed Valves - Other	Closed Valves - DMA	Black Cap Valve
			
Meter 	Fire Hydrant 	Washout Hydrant 	Air Valve 
Pump 	Trough 	Pressure Sustaining Valve 	End Cap 
Hatch Box 	Washout Valve 	Pressure Reducing Valve 	Collecting Tank 



Commercial

# Gas Pipeline Search

TM Property Searches Ltd, Swindon  
DX: 743360  
Swindon 31

Fax / E-mail: 0870 741 0426 /  
Telephone: 0844 249 9200  
Client Ref: 10322489  
STL Reference: 1257924  
Received Date: 07/08/2012

Property:

Buildings At, Newbridge Road, BATH, BA1 3JX

Name and Address of Data Source:

Wales & West Utilities Ltd  
Wales & West House, Spooner Close, Celtic Springs Business Park, Coedkernew, Newport,  
NP10 8FZ



This search complies with the requirements of the Search Code, further details of which can be found at [www.pccb.org.uk](http://www.pccb.org.uk).

STL Group plc is authorised and regulated by the Financial Services Authority for non investment insurance business.

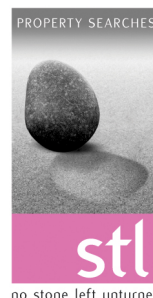
Complete searches on property online ontime [www.stlgroup.co.uk](http://www.stlgroup.co.uk)



STL Group plc

Edbrooke House  
St Johns Road  
Woking  
Surrey GU21 7SE

DX: 148060 Woking 12  
Tel: 01483 715355  
Fax: 01483 221854  
Email: [info@stlgroup.co.uk](mailto:info@stlgroup.co.uk)



Your ref: 1257924

Our ref: 10322489

07/08/2012

Dear Sirs

**Address: -Buildings At, Newbridge Road, BATH, BA1 3JX**

Thank you for your request to carry out a Gas Search on the above property.

Please find enclosed an extract from Wales & West Utilities mains records indicating the approximate position of apparatus in the vicinity of your enquiry.

Please note this information is provided only as a general guide and its accuracy cannot be guaranteed. Service pipes are not shown.

This extract shows only those pipes owned by Wales & West Utilities in its role as a Licensed Gas Transporter (GT). Gas pipes owned by other GT's and also privately owned may be present in this area. Information with regard to such pipes should be obtained from the owners.

Enquiries relating to wayleaves and easements should be made with the landowner. However if the landowner has not been able to locate an easement for a specific pipe a further enquiry can be made to STL Group plc. Please note a further charge will be made for the production of copies.

Yours faithfully

STL Group Plc

372400

372600

372800

373000

373200

165200

165400

165600



PROJECT ID: 0  
 SCALE: 1:2,500  
 USER ID: sjohnson  
 DATE: 02/08/2012  
 PROJECT PLAN  
 GRID REFERENCE:  
 Easting : 372716 Northing : 165087

— Low Pressure      — High Pressure  
 — Medium Pressure      — Intermediate Pressure



Some examples of Plant Items:

Valve	Depth of Cover	Syphon	Diameter Change	Material Change

TITLE : <Double click to enter title>

The plan shows those pipes owned by Wales & West Utilities or the relevant Gas Distribution Network in their roles as Licensed Gas Transporters (GT). Gas pipes owned by other GTs, or otherwise privately owned, may be present in this area. Information with regard to such pipes should be obtained from the relevant owners. The information shown on this plan is given without warranty, the accuracy thereof cannot be guaranteed. Service pipes, valves, syphons, stub connections, etc. are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Wales & West Utilities, the relevant Gas Distribution Network, or their agents, servants or contractors for any error or omission. Safe digging practices, in accordance with HS(G)47, must be used to verify and establish the actual position of mains, pipes, services and other apparatus on site before any mechanical plant is used. It is your responsibility to ensure that this information is provided to all persons (either direct labour or contractors) working for you or near gas apparatus. The information included on this plan should not be referred to beyond a period of 28 days from the date of issue.

Wales and West Utilities Ltd GIS

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**APPENDIX 7**

**Official copies for adjoining title ST202690**

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

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

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

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

There is an/are application(s) pending in Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:

- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or removed from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

This official copy is issued on 21 February 2014 shows the state of this title plan on 13 December 2013 at 10:57:47. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

This title is dealt with by the Land Registry, Plymouth Office .

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H.M. LAND REGISTRY		TITLE NUMBER		
		<del>AV100844</del>		
ORDNANCE SURVEY PLAN REFERENCE ©	COUNTY	SHEET	NATIONAL GRID	SECTION
	AVON		ST 7265	B
Scale: 1/1250	BATH DISTRICT		© Crown copyright 1986	

The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from later survey information.

SEE SUPPLEMENTARY PLAN

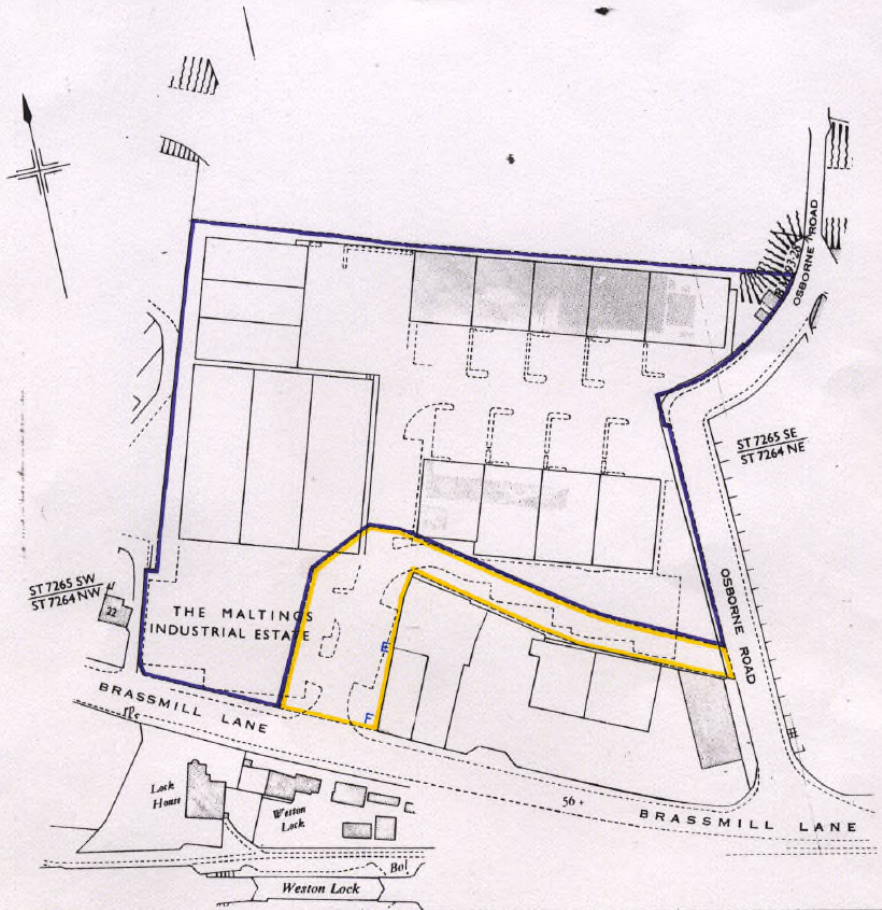


TITLE No. ST202690



ial copy is incomplete without the preceding notes page.

H.M. LAND REGISTRY		TITLE NUMBER	
		<del>AV100844</del>	
ORDNANCE SURVEY PLAN REFERENCE ©	COUNTY AVON	SHEET	NATIONAL GRID ST 7265
			SECTION B
Scale: 1/1250		BATH DISTRICT	© Crown copyright 1986



SUPPLEMENTARY PLAN  
TO THE FILED PLAN

TITLE No. ST202690



official copy is incomplete without the preceding notes page.

The electronic official copy of the register follows this message.

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

Applications are pending in Land Registry, which have not been completed against this title.



## Official copy of register of title

Title number ST202690

Edition date 12.11.2013

- This official copy shows the entries on the register of title on 13 DEC 2013 at 10:57:47.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 21 Feb 2014.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website [www.landregistry.gov.uk](http://www.landregistry.gov.uk) or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Plymouth Office.

### A: Property Register

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

BATH AND NORTH EAST SOMERSET

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being The Weston Maltings, Osborne Road, Bath.
- 2 (02.06.1994) The Conveyance dated 17 August 1960 referred to in the Charges Register contains the following provision:-  
"IT IS HEREBY AGREED AND DECLARED that the Purchaser shall not become entitled to any easement or right of light or air or other easement or right which would restrict or interfere with the free use of the Vendor's adjoining or neighbouring land by the Vendor or any person deriving title under it for building or any other purposes."
- 3 (02.06.1994) The Conveyance dated 6 February 1963 referred to in the Charges Register contains the following provision:-  
"IT IS HEREBY AGREED AND DECLARED that the Purchaser shall not become entitled to any easement or right of light or air or other easement or right which would restrict or interfere with the free use of the Vendor's adjoining or neighbouring land by the Vendor or any person deriving title under it for building or any other purpose."
- 4 (02.06.1994) The land edged yellow on the supplementary plan to the filed plan has the benefit of the following rights reserved by the Transfer dated 10 November 1980 referred to in the Charges Register:-  
"There is excepted and reserved unto the Transferor its successors in title owners and occupiers for the time being of the retained land and each and every part thereof for itself or themselves and their servants and agents and licensees of a right of way over and along the part of the property coloured green on the said plan with and without vehicles only in case of emergency at any time but otherwise between the hours of 8 am and 6 pm on up to two weekdays in any seven day period the Transferor having first given not less than 24 hours notice to the Transferee of its intention to exercise such right."

Title number ST202690

## A: Property Register continued

- 5 (02.06.1994) The Transfer dated 9 September 1981 referred to in the Charges Register contains a provision as to light or air.
- 6 (02.06.1994) By the Deed of Grant dated 11 May 1994 referred to in the Charges Register the land in this title was expressed to be granted certain rights.  
  
The said Deed also contains covenants.
- 7 (02.06.1994) The Deed dated 11 May 1994 referred to above contains a provision as to light or air.
- 8 (14.06.2011) The land edged and numbered 6 in blue on the title plan is no longer of any significance and should be ignored since the entries in the register which gave rise to the references have been cancelled.

## B: Proprietorship Register

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

### Title absolute

- 1 (03.01.2012) PROPRIETOR: STANDARD LIFE ASSURANCE LIMITED (Scot. Co. Regn. No. SC286833) of Standard Life House, 30 Lothian Road, Edinburgh EH1 2DH.
- 2 (03.01.2012) A Transfer to a former proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 3 (02.06.1994) RESTRICTION: Except under an order of the Registrar no Transfer shall be registered without a certificate by the owner for the time being of Titles AV97531 and AV47681 that a Deed of Covenant has been provided in accordance with the Deed of Grant dated 11 May 1994 referred to in the Property Register.

## C: Charges Register

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

- 1 A Conveyance of the land tinted pink on the filed plan dated 23 September 1896 made between (1) The Midland Railway Company (Vendors) and (2) The Bath Brewery Limited (Purchasers) contains the following covenants:-  
  
"The Purchasers for themselves their successors and assigns hereby covenant with the Vendors their successors and assigns that they the purchasers will not permit or suffer anything to be done or performed on the said premises which may be or grow to be a nuisance or annoyance to the Vendors or their assigns or to the passengers travelling over or along the Vendors Railway it being understood that the foregoing covenant shall not in any way interfere with or affect the free and unrestricted use and enjoyment of the said premises or any part thereof by the purchasers for all purposes of and in connection with their business of Brewers and Maltsters."
- 2 (02.06.1994) A Conveyance of the land tinted blue on the filed plan dated 17 August 1960 made between (1) Samuel Thompson and Sons Limited (Vendor) and (2) Ernest Ireland Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (02.06.1994) The land tinted blue on the filed plan is subject to the following rights reserved by the Conveyance dated 17 August 1960 referred to above:-  
  
"EXCEPT AND RESERVING unto the Vendor and its successors in title owner or owners occupier or occupiers for the time being of the Vendor's

Title number ST202690

## C: Charges Register continued

adjoining or neighbouring land the free passage and running of water soil gas and electricity in by or through all sewers drains channels pipes watercourses wires mains and cables in or under the property hereby conveyed."

4 (02.06.1994) A Conveyance of the land tinted yellow on the filed plan dated 6 February 1963 made between (1) Samuel Thompson and Sons Limited (Vendor) and (2) Ernest Ireland Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

5 (02.06.1994) The land tinted yellow on the filed plan is subject to the following rights reserved by the Conveyance dated 6 February 1963 referred to above:-

"EXCEPT AND RESERVING unto the Vendor and its successors in title owner or owners occupier or occupiers for the time being of the Vendor's adjoining or neighbouring land the free passage and running of water and soil gas and electricity in by or through all sewers drains channels pipes watercourses wires mains and cables in or under the property hereby conveyed."

6 (02.06.1994) The land edged yellow on the supplementary plan to the filed plan is with other land subject to the following rights granted by a Transfer of other land dated 10 November 1980 made between (1) Walter Lawrence Estates Limited (Transferor) and (2) Arthur and Beard Engineering Services Limited (Transferee):-

"The Transferor hereby grants to the Transferee owners and occupiers for the time being of the property their servants or agents so far as it can grant the same the right

(i) of entry at all reasonable times with or without workmen and equipment on to the part of the retained land immediately to the north of the property shown hatched blue on the said plan for the purpose only of repairing and maintaining the property the Transferee or other person effecting such entry making good forthwith to the satisfaction of the Transferor or its successors in title all damage caused to the retained land Provided that under no circumstances whatever shall the roadway forming part of the retained land be rendered impassable to vehicular traffic.

(ii) for the Transferee to run and pass water and soil through the drain or sewer shown on the said plan between the points marked C and D and to enter onto the land edged and hatched blue for the purpose only of repairing or renewing the said sewer or drain the Transferee or other person affecting such entry making good forthwith to the satisfaction of the Transferor or its successors in title all damage caused to the retained land Provided That under no circumstances whatever shall the roadway forming part of the retained land be rendered impassable to vehicular traffic."

*NOTE: Original filed under AV55446.*

7 (02.06.1994) The land edged yellow on the supplementary plan to the filed plan is subject to the following rights granted by a Transfer of other land adjoining the boundary E-F to the east dated 10 April 1981 made between (1) Walter Lawrence Estates Limited (Vendor) and (2) David Lang (Purchaser):-

"TOGETHER WITH the rights set out in the First Schedule hereto

### THE FIRST SCHEDULE

(1) So far as the Vendor is able to grant the same a right at all reasonable times on giving previous written notice except in the case of emergency for the Purchaser and his successors in title with or without workmen and equipment to enter onto the part of the retained land adjacent to the boundary of the property hereby transferred marked CD DE and EF on the Plan A annexed hereto for the purpose only of repairing and maintaining the property hereby transferred."

*NOTE: Boundaries CD and CE do not affect the land in this title Boundary E-F is shown on the filed plan.*

Title number ST202690

## C: Charges Register continued

8 (02.06.1994) The land edged yellow on the supplementary plan to the filed plan is subject to the rights reserved by a Transfer thereof dated 9 September 1981 made between (1) Walter Lawrence Estates Limited and (2) Michael Anthony Robertshaw.

*NOTE: Original filed under AV62015.*

9 A Transfer of the land edged mauve on the supplementary plan to the filed plan dated 31 August 1982 made between (1) Associated British Maltsters Limited (Transferor) and (2) Hartwells Group plc (Transferee) contains the following covenants:-

"The Transferee for itself and its successors in title hereby covenants with the Transferor that it will not at any time hereafter use or permit the property hereby transferred or any part thereof to be used for the purpose of malting or as a malthouse or for any associated or related activity."

10 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto and to such rights of drainage and rights in respect of water gas electricity telephone and telegraph services support and rights of way over roadways as are granted by the said leases.

11 In addition to the rights referred to above certain leases grant the exclusive right to use specified car parking spaces as more particularly described in the Schedule of Leases hereto.

12 (02.06.1994) The land is subject to the rights granted by a Deed of Grant dated 11 May 1994 made between (1) Oxford Property Company Limited and (2) Standard Life Investments Funds Limited.

The said Deed also contains covenants.

*NOTE: Original filed under AV100844.*

## Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 17 August 1960 referred to in the Charges Register:-

"The Purchaser hereby covenants with the vendor and its successors in title owners or occupiers for the time being of the Vendors adjoining or neighbouring land

(a) that it will within three months from the date hereof erect and for ever thereafter maintain a good and sufficient fence of a type to be approved by the Vendor being not less than six feet in height along the line of the boundary marked A B C D on the plan hereto annexed.

(b) That should the Purchaser or its successors in title at any time hereafter either lower or raise the surface level of the land hereby conveyed then the Purchaser or its successors in title shall before making such alteration at its own expense and cost erect and for ever thereafter maintain a concrete retaining wall along the line of the boundary marked A B C D on the plan hereto annexed then and in case where the level of the land hereby conveyed is lowered such retaining wall to be of sufficient strength to provide perpetual support for the Vendor's adjoining land and any buildings which may at any time hereafter be erected thereon or in the case where the level of the land hereby conveyed is raised then such retaining wall shall be of sufficient strength to provide perpetual support for the land hereby conveyed and any buildings which may be erected thereon,"

*NOTE: The points A B C D are lettered U V W X respectively on the filed plan.*

2 The following are details of the covenants contained in the Conveyance dated 6 February 1963 referred to in the Charges Register:-

"THE Purchaser hereby covenants with the Vendor and its successors in title owners or occupiers for the time being of the Vendor's adjoining or neighbouring land:-

Title number ST202690

## Schedule of restrictive covenants continued

(a) That the Purchaser will within three months from the date hereof erected and for ever thereafter maintain a good and sufficient fence of a type to be approved by the Vendor being not less than six feet in height along the line of the boundary marked A-B-C-D on the said annexed hereto and will within the same period extend the existing dwarf wall which at present terminates at the point marked D on the said plan to the point marked C

(b) That should the Purchaser or its successors in title at any time hereafter either lower or raise the surface level of the land hereby conveyed then the Purchaser or its successors in title shall before making such alterations at its own expense and cost erect and for ever thereafter maintain a concrete retaining wall along the line of the boundary marked A-B-C-D on the said plan hereto annexed then and in such case where the level of the land hereby conveyed is lowered such retaining wall to be of sufficient strength to provide perpetual support for the vendor's adjoining land and any buildings which may at any time hereafter to be erected thereon or in the case where the level of the land hereby conveyed is raised then such retaining wall shall be of sufficient strength to provide perpetual support for the land hereby conveyed and any building which may be erected thereon."

NOTE: The points mark A B C D are lettered W Z Y V respectively on the filed plan.

## Schedule of notices of leases

1	27.01.1986 3: 4	Unit 1: Parking Space	03.02.1986 25 years from 31.1.1986	AV115719
2	11.09.1986 9	Unit 7	14.08.1986 25 years from 25.3.1986	AV125762
3	02.06.1987 16	Unit 4	30.04.1987 25 years from 30.4.1987	AV139628
4	09.07.1987 13: 14	Unit 14: Parking Area	07.11.1986 25 years from 1.11.1986	AV141582
		NOTE: The Lease comprises also other land		
5	23.02.1988 20: 21	Unit 12: Parking Area	12.03.1987 25 years from 12.3.1987	AV153709
6	26.10.2005 11: 12: 19	Units 9 to 11	05.10.2005 10 years from 5.10.2005	ST240374
7	15.12.2005 15	Unit 15	30.09.2005 10 years from 30.9.2005	ST241701
		NOTE: The lease grants the exclusive right to use the car parking area edged and numbered 22 in blue on the title plan		
8	12.11.2008	Electricity sub-station	21.06.1994 21years from 21/06/1994	ST273278
9	03.01.2012 18 (part of)	Unit 8	24.04.2008 6 years from and including 1.12.2007	
10	15.05.2012 3 (part of)	Unit 1 The Maltings Industrial Estate	05.04.2012 10 years from and including 5.4.2012	ST298970
11	19.06.2012	Units 5 and 6	25.05.2012	ST299574



Title number ST202690

### Schedule of notices of leases continued

	17 (part of): 5 (part of)		10 years from 25.05.2012	
12	03.09.2012 7: 8	Unit 3 The Maltings Industrial Estate: Parking area	17.08.2012 10 years from and including 31.1.2011	ST301075
13	03.09.2012 1: 2	Unit 2 The Maltings Industrial Estate: Parking area	17.08.2012 10 years from and including 31.1.2011	ST301076
14	02.04.2013 9	Unit 7	19.11.2012 15 years from 15.9.2011	ST305226
	NOTE: During the subsistence of this lease the lease dated 14 August 1986 referred to above takes effect as an underlease			
15	29.04.2013 edged and numbered 10 in blue	Unit 13	28.03.2013 10 years from and including 1 November 2011	ST305743
16	12.11.2013 16	Unit 4	23.08.2013 From 18/07/2012 to 17/07/2022	ST309595

End of register

**APPENDIX 8**

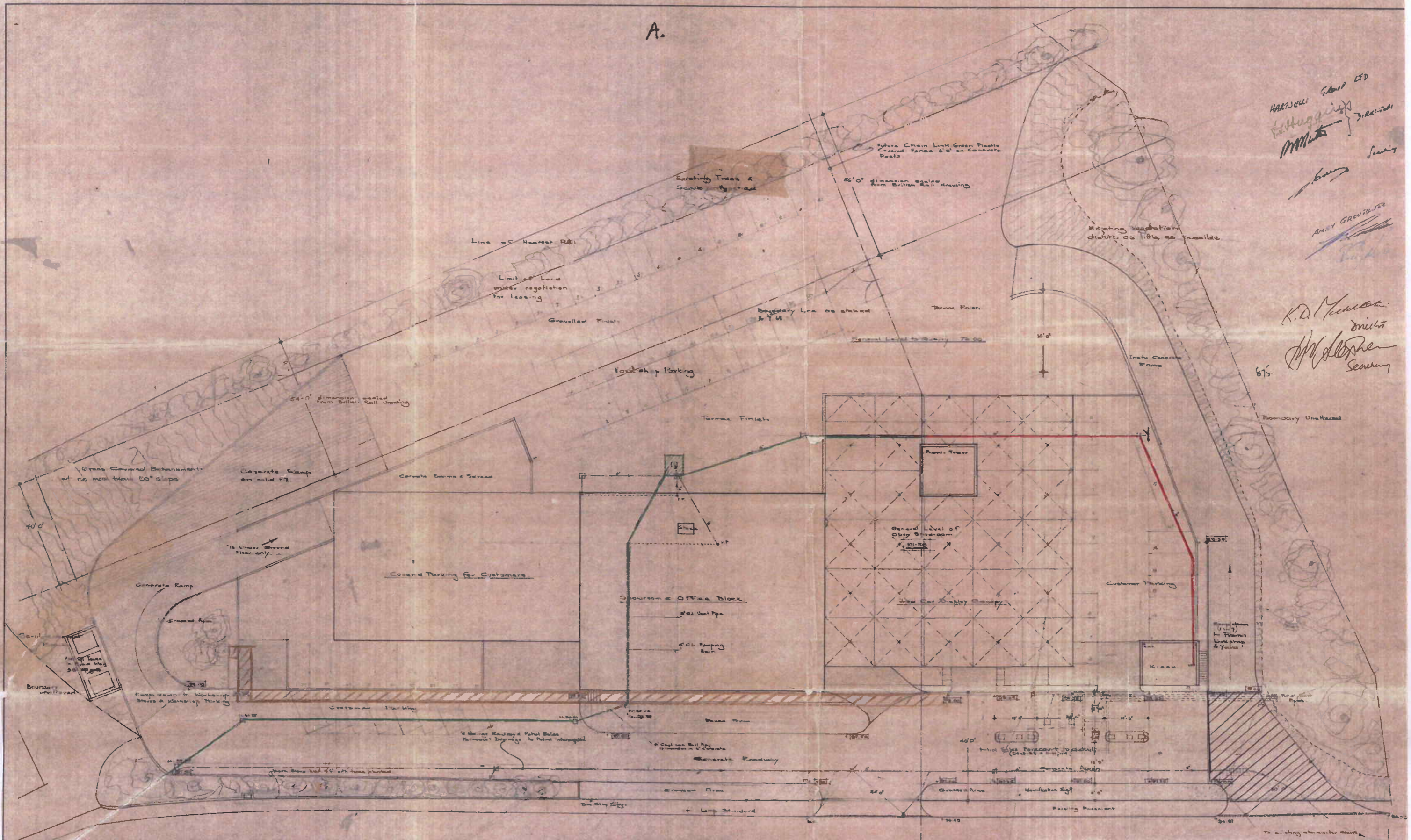
**Plans A and B from 1972 Deed**

A.

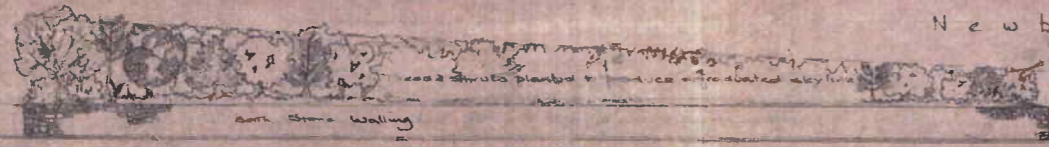
HARISSELL Group Ltd  
 Huggins  
 M. H. [unclear]  
 [unclear] [unclear]

AND GROUND  
 [unclear]

R.D. [unclear]  
 [unclear]  
 [unclear]  
 [unclear]



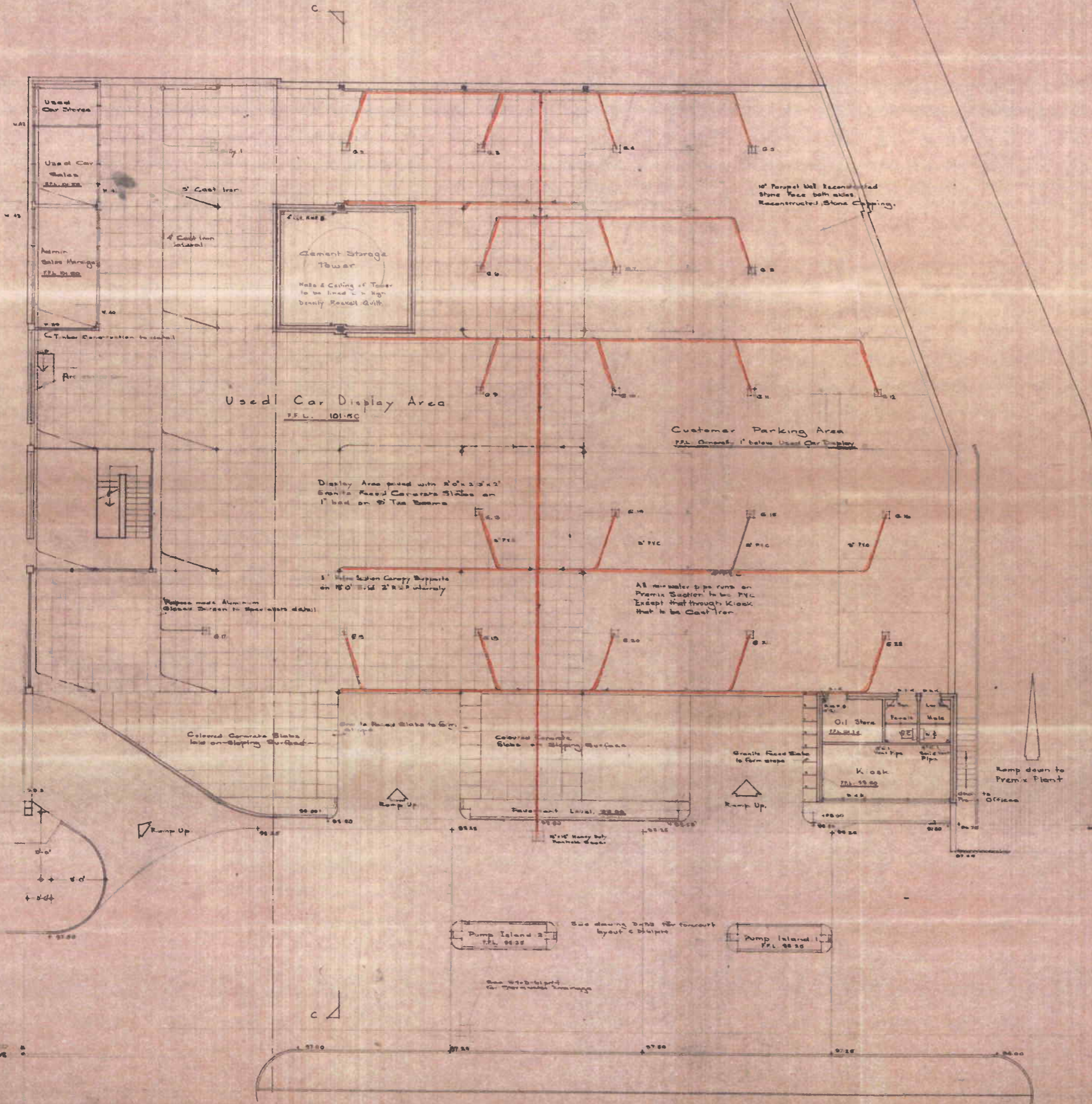
Newbridge Road West.



This drawing is based on the assumed line of a street shown. Approx position of boundary to be determined.

<b>BEECHER STAMFORD ASSOCIATES</b> CHARTERED ARCHITECTS SEACOURT TOWER, WEST WAY, OXFORD			Newbridge Road Bath New Premises for S&A Fuller Ltd Premises Ltd	
DRAWN BY SCALE 1" = 10'	CHECKED BY 814-1-33	DATE 25th July 1969	REVISION A, B, C, D, E	DATE 15.1.69 25.1.69 28.1.69 10.11.69 23.1.69
Layout Plan			THIS DRAWING IS THE COPYRIGHT OF THE ARCHITECTS	

B.



HARGREAVE GROUP LTD  
 Hargreave  
 M. White  
 ARLEY GROUP LTD  
 R. [unclear]  
 R.D. [unclear]  
 875  
 [unclear]  
 [unclear]

Ground Floor Level  
 in Car Display Area  
 + Drag No 314.G-28  
 SEE ALSO DRAWING 101.50  
 REAR STAIRS INTERIOR FINISHED  
 REAR STAIRS EXTERIOR FINISHED

Pump Island 2  
 F.F.L. 101.50  
 See drawing 101.50 for layout  
 layout G.01 to G.04  
 Pump Island 1  
 F.F.L. 101.50

**APPENDIX 9**  
**1982 Transfer Plan**

# BATH

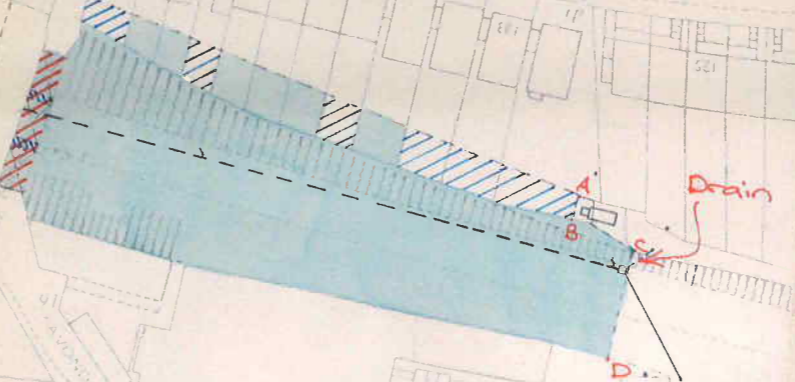
H137  
H M LAND REGISTRY  
Title No: .....AV 97531.....  
COPY (liable to distortion in scale)  
of plan to .....CONV.....  
dated .....24.3.1982.....

6/80

Engineering Works  
HARTWELLS GROUP P.L.C.  
*A. Huggins*  
DIRECTOR  
*[Signature]*  
SECRETARY

Scale ~ 1:1250

LOCAL PROPERTY BOARD		
SOUTH WEST REGION		
PLANNING OFFICE BRISTOL		
PLAN	DATE	NEG. No.
24876	25.6.82	5616



Checked with the Survey  
with the completion of the  
plan of the Survey's assistance  
in Great Britain.