

LEGAL AGREEMENT (FREEHOLD LAND SALE)

(Incorporating the Common Auction Conditions , General Auction Conditions and Special Auction Conditions – together with all of the relevant Statutory Advisory Warnings / Notices.)

Agreement Date : 31st Day of October 2023

Seller : Joseph Chikelue Obi (Dr)

Penthouse (Apartment 11) , Annalee Court , Russell Quay , Ballyconnell ,
County Cavan , H14 X450 , **Republic of Ireland.**

(This means the person who has instructed the Auctioneers to auction the property)

Buyer :

(This means the person who submits the highest bid accepted by the Auctioneers)

Property : Land at Thatcham , West Berkshire , RG19 (Freehold).

Auctioneers : LetzMove.com (via Mrs Vicky Keyworth at <https://www.LetzMove.com>)

UK Land Registry Title Number : BK516264

Financial Encumbrances (or Charges) on the Property : Nil (Zero Pounds and Zero Pence)

This Property is sold subject to entries contained or referred to in the UK Land Registers of Title Number .

Title Guarantee : Full Title Guarantee .

Completion Date means seven (7) days after the date of the auction sale but if that date is not a working day, the first subsequent working day.

Contract Rate : The Law Society Rate

Purchase Price :

(This means the amount of the Successful Bid)

Deposit at the close of the sale : The Buyer is to pay to the Auctioneers as agents for the Seller a deposit of 10% of the Purchase Price or £10,000.00 (Ten Thousand Pounds Sterling GBP), whichever is higher

Balance :

The Seller will sell and the Buyer will buy the Property for the successful auction purchase price - which must be above the reserve price.

At the close of the sale the Buyer is to sign a Memorandum in the form which is annexed to these conditions.

STATUTORY (ADVISORY / WARNING) NOTICE.

This is a formal document ; designed to create Legal Rights and Legal Obligations.

You must take advice (and conduct your own due diligence) ; before bidding on this property.

There will not be any refunds at any stage of the whole process.

All Solicitor's (or Legal Team / Self-Represented Buyer) Communications (concerning BK516264) should be sent directly to the Property Owner (Seller):

Joseph Chikelue Obi (Dr)

Penthouse (Apartment 11) ,
Annalee Court ,
Russell Quay ,
Ballyconnell ,
County Cavan ,
H14 X450 ,
Republic of Ireland.

Direct UK Land Registry Forms are accepted from those who do not have a Solicitor (in Line with UK Land Registry Guidelines).

All UK Land Registry Forms must be sent directly to the Seller (in Ireland) via Registered Post (with Postal Tracking Number) - in addition to being sent via Email.

Kindly do your Due Diligence prior to Bidding at Auction - as there will not be any refunds.

Ireland Phone Number of Seller: +353 899749743

UK Phone Number of Seller : +44 7467788897 (for WhatsApp Queries).

Email Address of Seller : medical.doctors.clinic@gmail.com

All Payments (concerning BK516264) should be made directly to the UK Metro Bank Account of the Property Owner (Seller) , Dr Joseph Chikelue Obi.

Name of UK Bank : Metro Bank

Account Holder Name: Dr Joseph Chikelue Obi

UK Account Number : 29999961

UK Sort Code : 23-05-80

IBAN : GB29MYMB23058029999961

SWIFT CODE (BIC) : MYMBGB2L

Bank Payment Reference : BK516264

Proof of Payment must be sent directly to the Seller (in Ireland) via Registered Post (with Postal Tracking Number) - in addition to being sent via Email.

SIGNED : Buyer

Date :

SIGNED: Seller

Date :

The Seller will sell and the Buyer will buy the Property for the successful auction purchase price - which must be above the reserve price.

At the close of the sale the Buyer is to sign a Memorandum in the form which is annexed to these conditions.

SPECIAL CONDITIONS

1. The Seller is Self-Represented : Kindly See the (Above) Notes (and the Owner's Details on the UK Land Registry Forms .

All Solicitor's (Legal Team / Self-Represented Buyer) Communications (concerning BK516264) should be sent directly to the Property Owner (Seller):

Joseph Chikelue Obi (Dr)

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Annalee Court ,
Russell Quay ,
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IBAN : GB29MYMB23058029999961

SWIFT CODE (BIC) : MYMBGB2L

Payment Reference : BK516264

2. The Property is known as **Land at Thatcham , West Berkshire , RG19 (Freehold)**.
3. The Property is FREEHOLD and is registered under Title Number BK516264.
4. The Seller sells with Full Title Guarantee via the UK Land Registry.
5. The completion shall take place within 7 days of the Agreement (the "Completion Date").
6. (a) This Agreement incorporates the Common Auction Conditions. Where there is a conflict between those Conditions and this Agreement, this Agreement prevails .

6. (b) Terms used or defined in this Agreement have the same meaning when used in the Conditions.
7. The Property is sold subject to the contents of the relevant UK Land Registry Property Title Deed and the Buyer will raise no requisitions on them.
8. The Buyer accepts the Title of the Seller to the lot as at the contract date. The Buyer acknowledges that the current UK Land Registry Title shows the name of the current registered proprietor of the property , and his registered address within the Republic of Ireland.
9. The Buyer (or the Buyer's Solicitor) having been provided with an opportunity of inspecting matters affecting the Title to the Property (contained in the legal pack) prior to the date hereof loaded upon on the auctioneers internet site shall be deemed to purchase the Property with Full Knowledge and notice of the Title and neither the Buyer nor the Buyer's Solicitor shall be entitled to raise any requisition or objection in respect thereof.
10. The Buyer hereby admits that before the date of the Contract of which these Special Conditions form part the Buyer made all the searches, enquiries, and inspections which a Prudent Buyer would make and that the Buyer purchase the Property subject to anything that the said searches, enquiries and inspections have and did reveal or that would have been revealed to the Buyer and that the Buyer has not relied upon any representation (whether made innocently, negligently or otherwise) written, oral or implied made by or on behalf of the Seller.
11. On creation of the Contract (whether that be the fall of the hammer including electronic or otherwise) the successful bidder must, upon being asked by the Auctioneer or the Auctioneer's Clerk, give his name and address and, if appropriate, the name and address of the person or company on whose behalf he has been bidding and in default the Auctioneer shall be entitled to resubmit the property for sale.
12. All obligations agreements or warranties given by or on behalf of the Purchaser or the Guarantor (as defined in special Condition 13 below) pursuant to the Particulars or Conditions of Sale shall, where such party consists of two or more persons, be deemed to be joint and several.
13. This Condition 13 only applies to companies. In the event of the Purchaser being a

limited company it is agreed that this contract is being entered into at the request of the person ("the Guarantor") who's bid the Auctioneer shall have accepted. In consideration of this contract being entered into at the request of the Guarantor, the Guarantor warrants that the Purchaser is a properly constituted limited company that the Company is empowered to purchase take on lease or otherwise acquire any lands and buildings and any estate or interest in any rights connected with any such lands or buildings therein and that he had authority to bind the Company to this contract as agent on its behalf and guarantees to the Vendor (as witnessed by his signature to the memorandum of sale which he shall be deemed to have signed both as agent for and on behalf of the Company and in his capacity as Guarantor") as follows:- (i) That the Purchaser will observe and perform all of its obligations under this contract in accordance with the Auctioneers' General Conditions of Sale as varied by the Special Conditions and will pay and make good to the Vendor all losses, costs, damages and expenses occasioned to the Vendor by the non-performance of all of the terms and conditions of the contract or any of them including (but without prejudice to the generality of the foregoing) the non-payment of the deposit or the whole or any part of the purchase price or any other monies which may become due on Completion and it is agreed that any neglect or forbearance on the part of the Vendor in enforcing or giving time to the Purchaser for the performance of the terms and conditions under this contract or any of them shall not in any way release the Guarantor in respect of his liability under this Condition. (ii) That if the Purchaser shall enter into liquidation and the Liquidator shall disclaim this contract the Guarantor shall if the Vendor within 28 days after such disclaimer so requires by giving 14 days' notice in writing to the Guarantor, accept an assurance of the property hereby agreed to be sold. In the event of the Vendor serving such a notice the Completion Date of which time shall be of the essence shall be on or before the expiration of such notice and the Auctioneers' General Conditions of Sale (as varied by the Special Conditions of Sale) shall apply and the Guarantor shall pay to the Vendor such sum or sums as the Purchaser would have been liable to pay (including interest) had the Liquidator not disclaimed this contract including (but without prejudice to the generality of the foregoing) the amount of the deposit payable on the signing of the memorandum of sale (if such deposit has not previously been paid) and the whole or any part of the purchase price or any other monies which may become due on Completion.

14. The Buyer warrants that any card payment tendered by him by way of deposit will be met upon first presentation and that their card will not decline. If a payment given for the payment of the deposit is dishonoured or declined or is not met when first presented or if the successful bidder fails to pay such deposit within twenty four hours of the auction ending or by close of business next working day whichever is sooner or fails to sign a Memorandum of the Contract immediately following the Auction the Seller shall be entitled (but shall not be bound) to treat such dishonour or failure as a repudiation of the Contract and rescind the Contract but without prejudice to the Seller's right to claim the payment of this deposit against the successful bidder and or damages for repudiation of Contract. For the avoidance of doubt the Contract for the sale of each Lot shall be concluded upon the Auctioneer knocking down the Lot to the Buyer and neither the payment of the deposit by the Buyer nor the signing of the Memorandum of the Contract by the Buyer shall be preconditions of the Contract.

15. The Buyer acknowledges that the Seller shall not be providing replies to any enquiries

raised by the Buyer or the Buyers solicitors.

16. The Seller will not provide any Indemnity Insurance Policies.

17. The Property is sold subject to all matters contained or referred to in the documents provided and to such of the following as may affect it, whether they arise before or after the contract date and whether or not they are disclosed by the Seller or are apparent from inspection of the lot or the documents: (a) those specified in the Special Conditions; (b) those discoverable by inspection of the Property before the contract date; (c) any unregistered interests which fall within any of the paragraphs of schedule 1 of the Land Registration Act 2002 and any interests which fall within section 11(4) (c) of the Land Registration Act 2002; (d) such unregistered interests as may affect the lot to the extent and for so long as they are preserved by the transitional provisions of schedule 12 of the Land Registration Act 2002 (e) the rights of all occupiers of the whole or any part of the lot and the Seller shall not be obliged to define the same; (f) all local land charges (if any) whether or not registered before the date of the contract and all matters affecting the lot which are capable of registration as local land charges whether or not so registered; (g) all notices served and orders, demands, proposals, resolutions, restrictions or requirements made by any local public or other competent authority (whether before or after the date of the contract); (h) all actual or proposed restrictions, conditions, charges, agreements, regulations or other liabilities arising under the legislation from time to time in force relating to town and country planning; (I) all rights of way and light, support, water drainage and other rights, easements, profits, quasi-easements, liabilities, wayleaves, charges and public or private rights whatever and to any liability to repair or to contribute to the repair of roads, driveways, passageways, sewers, drains, fences and other like matters and to all encumbrances of whatever nature without any obligation on the part of the Seller and/or the practitioner to define the same; (j) all wayleaves, licences, agreements and tenancies affecting the lot including all present and subsisting occupational interests (howsoever arising) without any obligation on the part of the Seller and/or the practitioner to define the same or identify the occupiers or the nature of their respective interests in the lot; (k) any covenants, conditions, restrictions, exceptions, reservations, agreements and declarations and all other matters affecting the lot and which either are revealed or would reasonable be expected to be revealed by inspection and by the searches and enquiries usually made by a prudent buyer; (l) any latent defects in the title to the Property (whether or not the Seller is aware of them and the Seller is under no obligation to investigate or make any disclosures in that regards); (m) the matters noted upon the property register and entered in the charges register relating to the title to the property; (n) any liability to repair roads, pavements, paths, ways, sewers, drains, gutters, fences or any like materials (and the Seller is not required to provide any evidence of any such matters or of the creation or definition of any apportionment of any liability in relation to such matters); and (o) anything the Seller does not and could not reasonably know about even if discovered before the Completion Date, and where any such matter would expose the Seller to liability the Buyer is to comply with it and indemnify the Seller against liability.

18. The Seller gives no warranty as to the use, area, description or identity of the Property and shall not be required to define exact boundaries of the same and if any error, misstatement or omission is discovered the same shall not annul the sale nor shall any compensation be allowed in respect thereof.

19. All representation, warranties and conditions, express or implied, and whether statutory or otherwise, are expressly excluded in relation to the sale of the Property. Without limiting those general words of exclusion, there are excluded in particular warranties and conditions as to title, quiet possession, satisfactory quality, fitness for any particular use, or any purpose, and as to description either in relation to the Property or any asset the use of which the Buyer may be permitted in the Contract.
20. The Seller will remove monetary charges or encumbrances (if any) disclosed in the official copies of the Title provided to enable the Buyer to register his Title free from monetary charges or encumbrances but for the avoidance of doubt the Property is sold subject to any encumbrances which are not monetary charges or encumbrances.
21. Upon exchange the Buyer is to reimburse the Seller for the cost of the searches provided in the auction pack of Two Hundred and Ninety-Five Pounds Sterling GBP (£295).
22. The Buyer shall upon exchange pay the Seller the Sum of Two Hundred and Five Pounds Sterling GBP (£205) by way of contribution towards the Seller's Admin Costs.
23. The Title guarantees to be implied in the transfer to the Buyer are to be varied by the inclusion of the following clauses: (a) The covenants implied under Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 are to be at the cost of the person requiring compliance with this covenant. (b) For the purpose of Section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters now recorded in the Registers open to public inspection are to be considered within the actual knowledge of the Buyer.
24. The transfer to the Buyer shall contain the following: (a) The Transferee hereby covenants with the Transferor (but by ways of indemnity only) to observe and perform the covenants as referred to in the register of the above mentioned title in so far as the same affect the property and to indemnify the Transferor in respect of any costs or claims arising as a result of any breach thereof.
25. Without prejudice to the Seller's other rights and remedies the Buyer shall indemnify the Seller against all costs, including but not limited to legal costs and all other professional costs and expenses (calculated on a full indemnity basis) suffered or incurred by the Seller arising out of or in connection with: (a) The Buyer's breach or negligent performance or non-performance of this agreement; (b) The enforcement of this agreement.
26. Upon exchange the Buyer is to reimburse the Seller for the Seller's costs associated with the sale of the Property in the sum of eight thousand pounds and the Buyer will accept the Seller's Completion Statement in this respect as evidence of the same without question, requisition or query with regard to the same.
27. General Conditions shall not apply and the following conditions shall apply instead: (a) The Seller is under no obligation to the Buyer to insure the Property. (b) The Buyer is to insure the Property from exchange of contracts. The Buyer shall indemnify the Seller

against all costs, including but not limited to legal costs and all other professional costs and expenses (calculated on a full indemnity basis) suffered or incurred by the Seller arising from the buyers failure to insure. (c) If the Property is destroyed or damaged prior to actual completion and the proceeds of an Insurance Policy effected by or for the Buyer are reduced by reason of the existence of an Policy effected by or for the Seller the purchase price shall be abated by the amount of such reduction but this Special Condition shall not apply if the proceeds of the Sellers policy are applied towards the re-instatement of the Property pursuant to any statutory or contractual obligation.

28. The Seller or the Buyer may on or after the agreed completion date but before completion give the other notice to complete by 12pm on the third working day following service of the notice (excluding the date on which the notice is given) making time of the essence”.
29. In the event of completion being delayed and the Buyer becoming liable to pay interest pursuant to the provisions of this Agreement the Buyer shall in addition to such interest and without prejudice to any claim or remedy which the Seller may have as a result of such delay pay to the Seller by way of liquidated damages the sum of £250 (plus VAT at the prevailing rate) by way of contribution towards the charges of the Seller’s for additional work rendered necessary by such delay
30. The Buyer shall upon exchange of contracts pay a deposit of ten percent of the purchase price or £10,000 (Ten Thousand Pounds Sterling GBP) whichever is the greater. The deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit and other sums due on exchange of contract and the balance of the deposit (if any) will be returned promptly to the bidder.
31. If access is obtained, without prior consent from the Seller, or locks are changed by the Buyer or agents on behalf of the Buyer prior to completion the seller may rescind this auction sale agreement at any time up to completion. The Buyer shall indemnify the Seller against all costs, including but not limited to legal costs and all other professional costs and expenses and forfeit the deposit.
32. The Seller does not warrant that any key(s) to the Property will be available to the Buyer on completion. The Buyer shall not be entitled to require the Seller to supply the same and shall not be entitled to raise any requisition or make any objection in relation to the keys. In the event that there are no keys to the Property the Buyer will need to gain access to the Property at his own cost.
33. The Buyer will apply to register their Title within 7 (Seven) Days of completion and will produce evidence of their registered title to the buyer within 7 (Seven) Days of being registered. The Buyer shall indemnify the Seller against all costs, including but not limited to legal costs in complying with registration.
34. The Seller may rescind this conditional auction sale agreement by serving notice on the buyer at any point prior to completion following the end of the auction in which case any deposit and all auction fees paid will be returned to the Buyer. The Buyer will accept this as full and final settlement and will not be entitled to any claim for legal or professional costs or any other costs or expenses incurred. Should the Seller not serve notice prior to completion then the Buyer and Seller will be bound by the conditional

auction agreement.

35. Completion is to take place on the Completion Date by 1pm at the Irish Address of the Seller, or wherever the Seller may reasonably require.
36. The Buyer will be responsible for All Liabilities which relates to any period prior to or post the Completion.
37. The Buyer shall not be entitled to require the Seller to provide evidence of any form of estate management costs or estate maintenance charges (or bills) at completion.
38. The Buyer shall not be entitled to delay completion on the grounds that the Seller's Title has not been properly studied or comprehensively researched , and the Buyer shall accept the Seller's Position. Furthermore, should the Buyer not complete on the contractual completion date and the Seller serves a notice to complete in accordance with these Conditions, the Buyer shall not be entitled to reject the notice by virtue of the fact that the Seller's Title has not been properly studied or comprehensively researched.
39. The Buyer is to satisfy themselves as to the extent of any Japanese Knotweed (or any other Hazard) present at the Property.
40. The Buyer acknowledges that this is a Legal Auction Sale and agrees for the Seller to utilise the monies from this sale to purchase the Property. The Buyer cannot reject a notice to complete if the Seller's Title has not been properly studied or comprehensively researched , nor can the Buyer reject a notice to complete if the Buyer cannot obtain appropriate OS (and other) Searches . The Buyer shall raise no requisitions whatsoever regarding this and the Seller shall not have to produce any other documents whatsoever regarding this.
41. The Buyer hereby confirms (before Bidding) that All of the Aforementioned Contents of this Statutory Legal Agreement (and the Associated Statutory Memorandum of Sale) are Completely (and Unreservedly) Applicable to this particular (BK516264) Auction Sale.

MEMORANDUM OF SALE BY AUCTION

Date

Property:

Lot Number:

Seller:

Buyer:

Buyer's
Address

As Agent for

Principal's
Address

Buyer's Solicitors

Solicitor's
Address

Purchase Price

Deposit

The Buyer acknowledges that at the auction sale by he purchased on his own behalf and on behalf of any principal mentioned above the Property described in the attached particulars of sale at the Purchase Price and on the terms of the conditions of sale.

SIGNED BY
(on behalf of the Seller)

SIGNED BY
(or on behalf of the Buyer / and on behalf of any principal mentioned above)

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Email Address of Seller : medical.doctors.clinic@gmail.com

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Name of UK Bank : Metro Bank

Account Holder Name: Dr Joseph Chikelue Obi

UK Account Number : 29999961

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SWIFT CODE (BIC) : MYMBGB2L

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Title register for:

Land at Chamberhouse Mill, Crookham Road, Thatcham (Freehold)

Title number: BK516264

Accessed on 07 November 2023 at 11:17:48

This information can change if we receive an application. This service can not tell you if HM Land Registry are dealing with an application.



This is not an official copy. It does not take into account if there's a pending application with HM Land Registry. If you need to prove property ownership, for example, for a court case, you'll need to order an official copy of the register.

Register summary

Title number	BK516264
Registered owners	Joseph Chikelue Obi Penthouse (Apartment 11), Annalee Court, Russell Quay, Bally Connell, County Cavan, Ireland, H14 X450
Last sold for	£100 on 01 May 2020

A: Property Register

This register describes the land and estates comprised in this title.

Entry number	Entry date	
1	1971-06-02	WEST BERKSHIRE The Freehold land shown edged with red on the

plan of the above title filed at the Registry and being Land at Chamberhouse Mill, Crookham Road, Thatcham.

2 A Conveyance of the land in this title and other land dated 10 October 1939 made between (1) Albert Sancton Blyth Tull (Vendor) (2) Alfred Ernest Allnatt (Purchaser) and (3) John Maclean Henry (Sub-Purchaser) contains the following provision:-

"IT IS hereby declared that the Sub-Purchaser shall not be entitled to any right or easement of light or air in respect of the property hereby assured which would restrict or interfere with the free use for building or other purposes of the adjoining land of the Purchaser or the persons deriving title under him."

3 The Conveyance dated 11 April 1969 referred to in the Charges Register contains a provision as to light or air.

4 The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of Chamberhouse Mill dated 7 February 1972 made between (1) Reed Paper & Board (U.K) Limited and (2) John Michael Bennett.

NOTE: Original filed under BK110351.

5 2021-08-11 The Transfer dated 1 May 2020 referred to in the Charges Register contains a provision as to light or air and a provision relating to the creation and/or passing of easements.

B: Proprietorship Register

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

Class of Title: Title absolute

Entry number	Entry date	
1	2021-08-11	PROPRIETOR: JOSEPH CHIKELUE OBI of Penthouse (Apartment 11), Annalee Court, Russell Quay, Bally Connell, County Cavan, Ireland, H14 X450.
2	2021-08-11	The price stated to have been paid on 1 May 2020 was £100.
3	2022-10-07	The proprietor's address for service has been changed.

C: Charges Register

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

Class of Title: Title absolute

Entry number	Entry date	
1		<p>Such parts of the land as are affected thereby are subject to an Arrangement made in 1838 with the Great Western Railway of which the following are details:-</p> <p>"For the maintenance of a constant head of water for the passage of barges on that part of the Kennet & Avon Canal between Bulls Lock and Midmead Pound Lock respectively situate in the Parish of Thatcham in the County of Berks by the owner of Chamberhouse Mill Thatcham aforesaid in consideration of the payment of Five pounds five shillings per annum to such owner by the said Railway."</p> <p>No further details were supplied on first registration.</p>

The land is subject to the following rights granted by a Conveyance of land lying to the south of Chamberhouse Mill dated 7 October 1968 made between (1) John Richard Henry (Vendor) and (2) John M. Bennett (Properties) Limited (Purchaser):-

The right to use the existing water supply pipe from the borehole in the yard of Chamberhouse Mill to the premises hereby conveyed for the purpose of taking a supply of water for domestic purposes only to the premises hereby conveyed TOGETHER ALSO with the right to excavate and lay and thereafter maintain repair inspect and renew a waterpipe across the Vendors adjoining property for the purpose of connecting the premises hereby conveyed with the public water main PROVIDED:-

(a) The said waterpipe shall be laid at least two feet six inches below the surface of the land along the route approved by the Vendor or his successors in title through the field and garden ground of 1 and 2 Chamberhouse Cottages Thatcham comprising Ordnance Survey enclosure 436 and through the waste ground Ordnance Survey enclosure 453

(b) All work in connection with such waterpipe shall be carried out to the satisfaction of the Vendor or his successors in title and the Purchaser its successors in title shall take all necessary precautions to ensure that Chamberhouse Mill and all other buildings erections works on the Vendors adjoining or neighbouring land shall be unaffected by the works or use of such waterpipe

(c) The Purchaser and its successors in title shall make good all damage caused by all such works excavations laying maintaining repairing inspecting renewing and using such waterpipe and shall indemnify and keep indemnified the Vendor and his successors in title from and against all actions costs charges claims demands and proceedings

whatsoever arising out of or by reason of the grants hereby made or the exercise of the said rights and liberties by the Purchaser or its successors in title.

3 A Conveyance of the land in this title and other land dated 11 April 1969 made between (1) John Richard Henry (Vendor) and (2) Reed Board Mills (Colthrop) Limited (Purchaser) contains restrictive covenants and exceptions and reservations.

NOTE: Original filed under BK102334.

4 1999-08-20 Lease dated 9 July 1999 of a Fish Pass numbered 1 on the title plan to The Environment Agency for 99 years from 9 July 1999.

NOTE 1: The Lease grants the following rights:-

"FULL RIGHT AND LIBERTY for the Agency its officers servants agents and contractors:-

1. during construction of the fish pass on the Site to enter upon so much of the Lessor's Land as is traversed by the Access Route during usual working hours for the purpose of daily access to the Site via the Access Route and following construction by reasonable prior appointment for the purposes of carrying out routine inspection and maintenance of the fish pass and to monitor fish migration

2. during construction of the fish pass to occupy so much of the land immediately adjoining the Site as is comprised within the Lessor's Land shown for the purpose of identification only edged in blue on the plan marked "A" attached hereto as is reasonably necessary and following construction to occupy the said land from time to time for the purpose of constructing inspecting maintaining renewing or repairing as appropriate the fish pass with

associated and ancillary apparatus and works on the Site."

NOTE 2: Lessee's title registered under BK357532

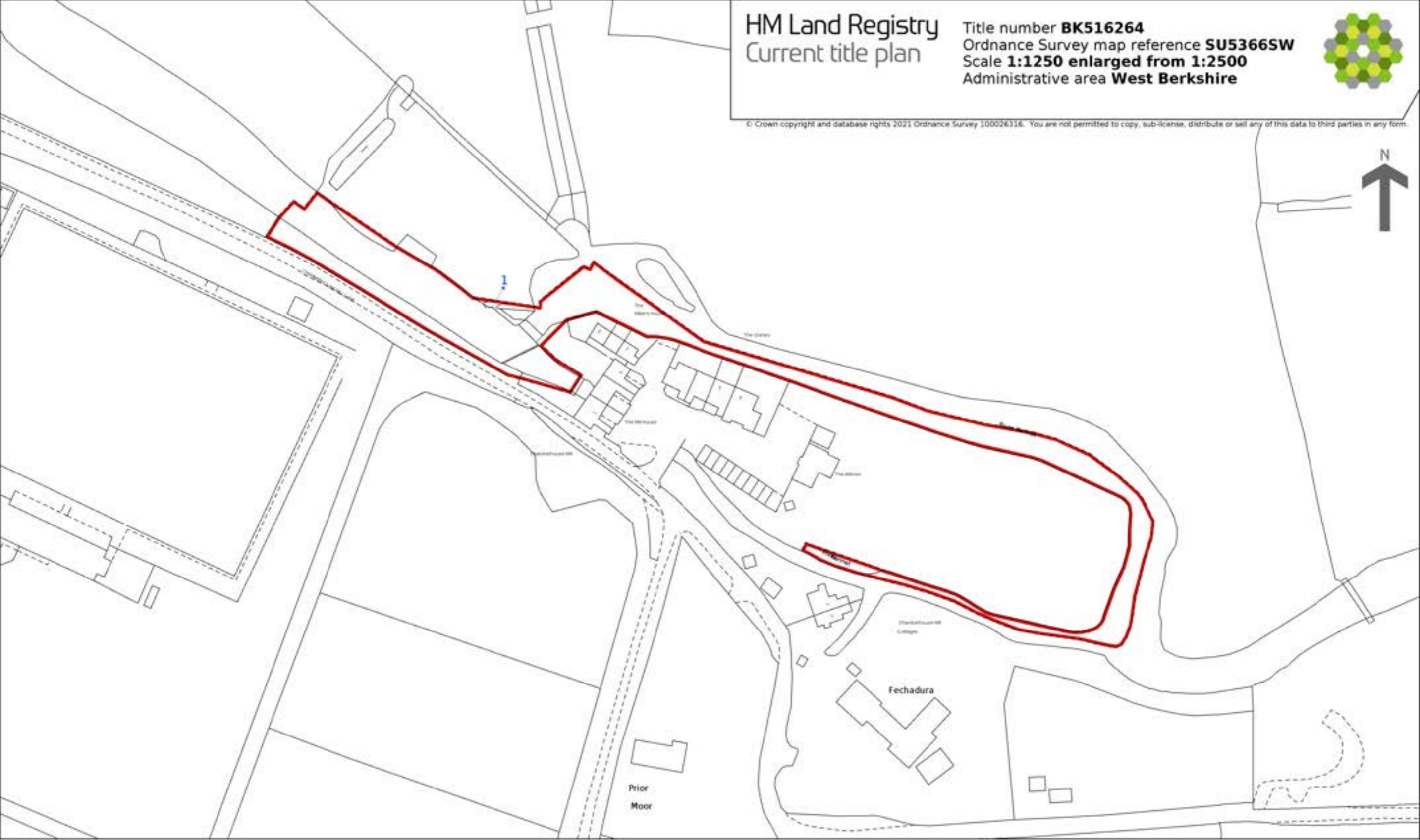
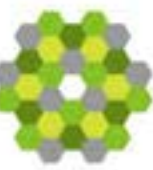
NOTE 3: The Access Route referred to is coloured brown on the plan marked 'B'

NOTE 4: Copy Plans filed.

5	2021-08-11	A Transfer of the land in this title dated 1 May 2020 made between (1) S. Grundon (Waste)limited and (2) dr Joseph Obi contains restrictive covenants.
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NOTE: Copy filed.

6	2021-08-11	The land is subject to any rights that are reserved by the Transfer dated 1 May 2020 referred to above and affect the registered land.
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This is a copy of the title plan on 9 NOV 2023 at 12:41:29. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

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This title is dealt with by HM Land Registry, Gloucester Office.



DR JOSEPH CHIKELUE OBI
PENTHOUSE (APARTMENT 11)
ANNALEE COURT, RUSSELL QUAY
BALLYCONNELL, COUNTY CAVAN
IRELAND
H14 X450

Delivered by



Date
7 October 2022

Your ref
NONE

Our ref
RCS/BK516264

Completion of registration

Title number **BK516264**

Property **Land at Chamberhouse Mill, Crookham Road, Thatcham**

Registered proprietor **Joseph Chikelue Obi**

Your application lodged on 7 October 2022 has been completed. An official copy of the register is enclosed. No amendment has been made to the title plan.

The official copy shows the entries in the individual register of title as at the date and time stated on it. You do not need to reply unless you think a mistake has been made in completing your application.

An owner's property is probably their most valuable asset so it's important to protect it from the risk of fraud. Please read our property fraud advice at www.gov.uk/protect-land-property-from-fraud

Important information about the address for service

If we need to write to an owner, a mortgage lender or other party who has an interest noted in the register, we will write to them at their address shown in the register. We will also use this address if we need to issue any formal notice to an owner or other party as a result of an application being made. Notices are often sent as a safeguard against fraud so it is important that this address is correct and up-to-date. If it is not, the property owner or other party may not receive our letter or notice and could suffer a loss as a result.

Up to three addresses for service can be entered in the register. At least one of these must be a postal address, but this does not have to be in the United Kingdom; the other two may be a DX address, a UK or overseas postal address or an email address.

Please let us know at once of any changes to an address for service

For information on how a property owner can apply to change their contact details or add an address, please see www.gov.uk/government/publications/updating-registered-owners-contact-address on GOV.UK (or search for "COG1") or contact HM Land Registry Customer Support (0300 006 0411) (0300 006 0422 for Welsh speakers service) from Monday to Friday between 8am and 6pm.

If you require this correspondence in an alternative format, please let us know.

HM Land Registry
Wales Office
PO Box 75
Gloucester
GL14 9BD

DX 321601 Gloucester 33

Tel 0300 006 0411

www.gov.uk/land-registry

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

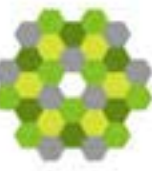
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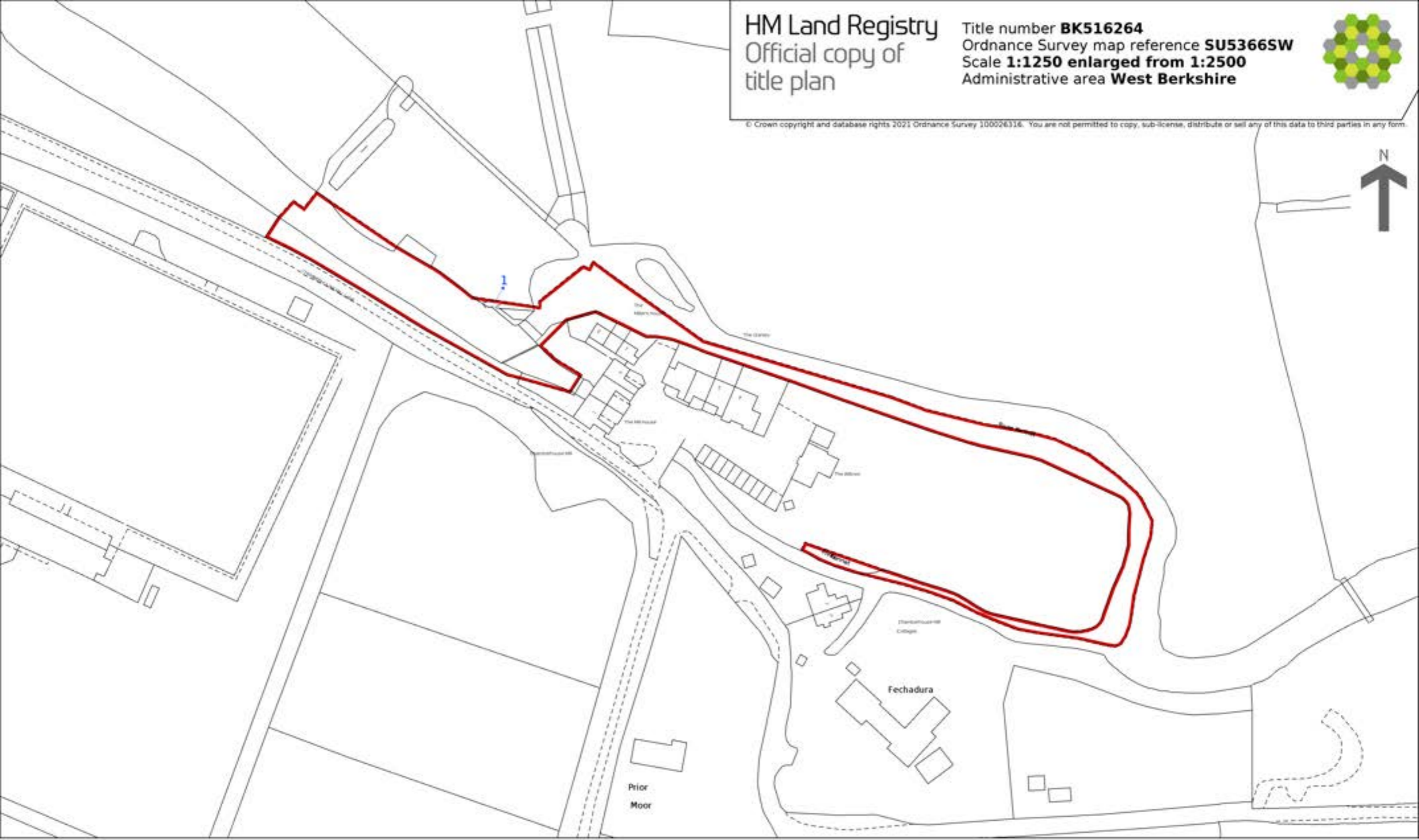
This official copy is issued on 13 August 2021 shows the state of this title plan on 13 August 2021 at 13:35:07. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Gloucester Office .

HM Land Registry
Official copy of
title plan

Title number **BK516264**
Ordnance Survey map reference **SU5366SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **West Berkshire**



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Official copy of register of title

Title number BK516264

Edition date 11.08.2021

- This official copy shows the entries on the register of title on 13 Aug 2021 at 13:35:07.
- 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 13 Aug 2021.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry Gloucester Office.

A: Property Register

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

WEST BERKSHIRE

- 1 (02.06.1971) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Chamberhouse Mill, Crookham Road, Thatcham.
- 2 A Conveyance of the land in this title and other land dated 10 October 1939 made between (1) Albert Sancton Blyth Tull (Vendor) (2) Alfred Ernest Allnatt (Purchaser) and (3) John Maclean Henry (Sub-Purchaser) contains the following provision:-

"IT IS hereby declared that the Sub-Purchaser shall not be entitled to any right or easement of light or air in respect of the property hereby assured which would restrict or interfere with the free use for building or other purposes of the adjoining land of the Purchaser or the persons deriving title under him."
- 3 The Conveyance dated 11 April 1969 referred to in the Charges Register contains a provision as to light or air.
- 4 The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of Chamberhouse Mill dated 7 February 1972 made between (1) Reed Paper & Board (U.K) Limited and (2) John Michael Bennett.

NOTE: Original filed under BK110351.
- 5 (11.08.2021) The Transfer dated 1 May 2020 referred to in the Charges Register contains a provision as to light or air and a provision relating to the creation and/or passing of easements.

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 (11.08.2021) PROPRIETOR: JOSEPH OBI of 392 Lee Crescent North, Bridge

B: Proprietorship Register continued

Of Don, Aberdeen AB22 8GJ.

2 (11.08.2021) The price stated to have been paid on 1 May 2020 was £100.

C: Charges Register

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

1 Such parts of the land as are affected thereby are subject to an Arrangement made in 1838 with the Great Western Railway of which the following are details:-

"For the maintenance of a constant head of water for the passage of barges on that part of the Kennet & Avon Canal between Bulls Lock and Midmead Pound Lock respectively situate in the Parish of Thatcham in the County of Berks by the owner of Chamberhouse Mill Thatcham aforesaid in consideration of the payment of Five pounds five shillings per annum to such owner by the said Railway."

No further details were supplied on first registration.

2 The land is subject to the following rights granted by a Conveyance of land lying to the south of Chamberhouse Mill dated 7 October 1968 made between (1) John Richard Henry (Vendor) and (2) John M. Bennett (Properties) Limited (Purchaser):-

The right to use the existing water supply pipe from the borehole in the yard of Chamberhouse Mill to the premises hereby conveyed for the purpose of taking a supply of water for domestic purposes only to the premises hereby conveyed TOGETHER ALSO with the right to excavate and lay and thereafter maintain repair inspect and renew a waterpipe across the Vendors adjoining property for the purpose of connecting the premises hereby conveyed with the public water main PROVIDED:-

(a) The said waterpipe shall be laid at least two feet six inches below the surface of the land along the route approved by the Vendor or his successors in title through the field and garden ground of 1 and 2 Chamberhouse Cottages Thatcham comprising Ordnance Survey enclosure 436 and through the waste ground Ordnance Survey enclosure 453

(b) All work in connection with such waterpipe shall be carried out to the satisfaction of the Vendor or his successors in title and the Purchaser its successors in title shall take all necessary precautions to ensure that Chamberhouse Mill and all other buildings erections works on the Vendors adjoining or neighbouring land shall be unaffected by the works or use of such waterpipe

(c) The Purchaser and its successors in title shall make good all damage caused by all such works excavations laying maintaining repairing inspecting renewing and using such waterpipe and shall indemnify and keep indemnified the Vendor and his successors in title from and against all actions costs charges claims demands and proceedings whatsoever arising out of or by reason of the grants hereby made or the exercise of the said rights and liberties by the Purchaser or its successors in title.

3 A Conveyance of the land in this title and other land dated 11 April 1969 made between (1) John Richard Henry (Vendor) and (2) Reed Board Mills (Colthrop) Limited (Purchaser) contains restrictive covenants and exceptions and reservations.

NOTE: Original filed under BK102334.

4 (20.08.1999) Lease dated 9 July 1999 of a Fish Pass numbered 1 on the title plan to The Environment Agency for 99 years from 9 July 1999.

NOTE 1: The Lease grants the following rights:-

"FULL RIGHT AND LIBERTY for the Agency its officers servants agents and contractors:-

1. during construction of the fish pass on the Site to enter upon so

C: Charges Register continued

much of the Lessor's Land as is traversed by the Access Route during usual working hours for the purpose of daily access to the Site via the Access Route and following construction by reasonable prior appointment for the purposes of carrying out routine inspection and maintenance of the fish pass and to monitor fish migration

2. during construction of the fish pass to occupy so much of the land immediately adjoining the Site as is comprised within the Lessor's Land shown for the purpose of identification only edged in blue on the plan marked "A" attached hereto as is reasonably necessary and following construction to occupy the said land from time to time for the purpose of constructing inspecting maintaining renewing or repairing as appropriate the fish pass with associated and ancillary apparatus and works on the Site."

NOTE 2: Lessee's title registered under BK357532

NOTE 3: The Access Route referred to is coloured brown on the plan marked 'B'

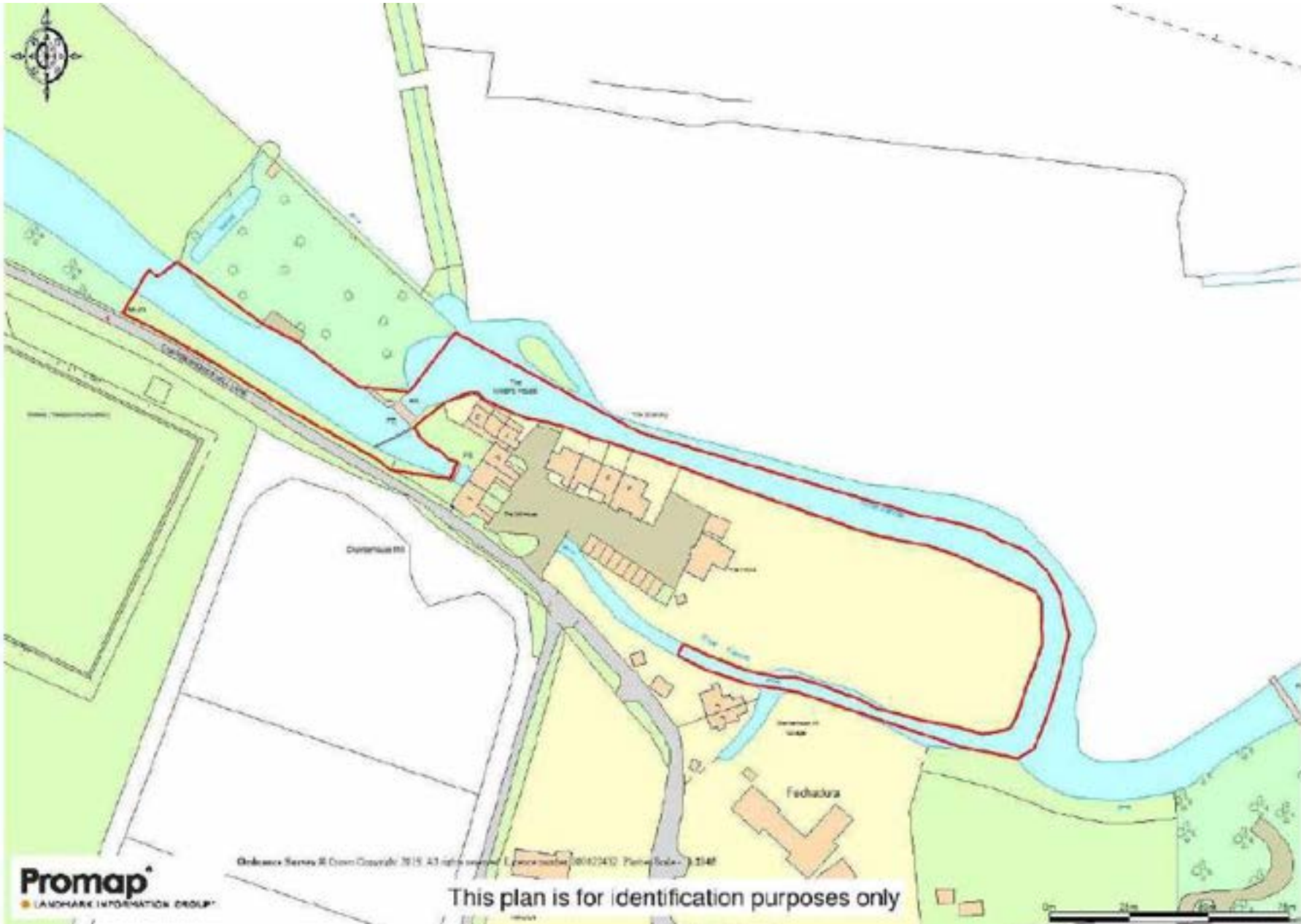
NOTE 4: Copy Plans filed.

- 5 (11.08.2021) A Transfer of the land in this title dated 1 May 2020 made between (1) S. Grundon (Waste)limited and (2) dr Joseph Obi contains restrictive covenants.

NOTE: Copy filed.

- 6 (11.08.2021) The land is subject to any rights that are reserved by the Transfer dated 1 May 2020 referred to above and affect the registered land.

End of register



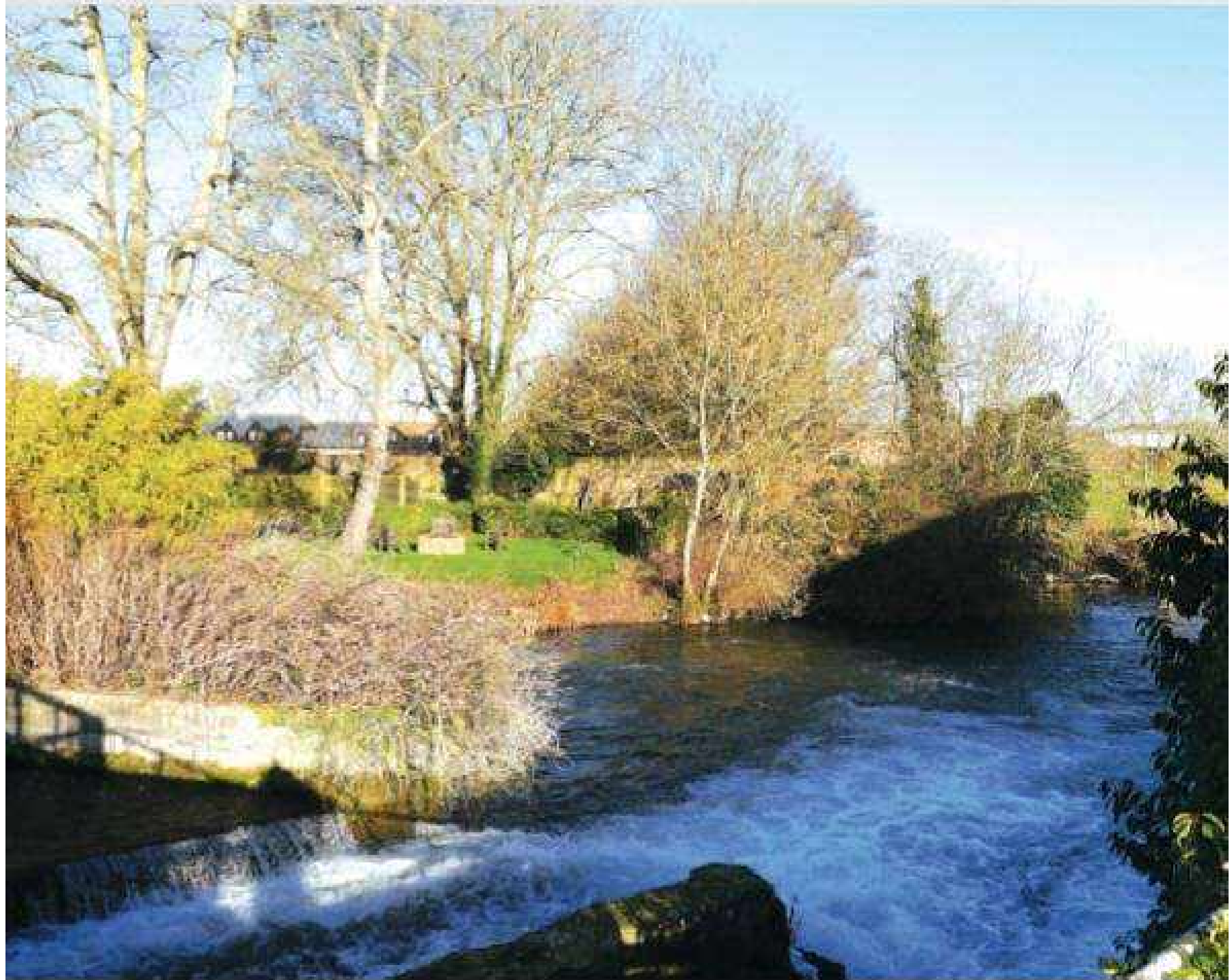
Promap
LANDMARK INFORMATION GROUP

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This plan is for identification purposes only















CHAMBER HOUSE MILL
THATCHAM "



CHAMBER HOUSE MILL
THATCHAM 21








Warehouse Mill Lane

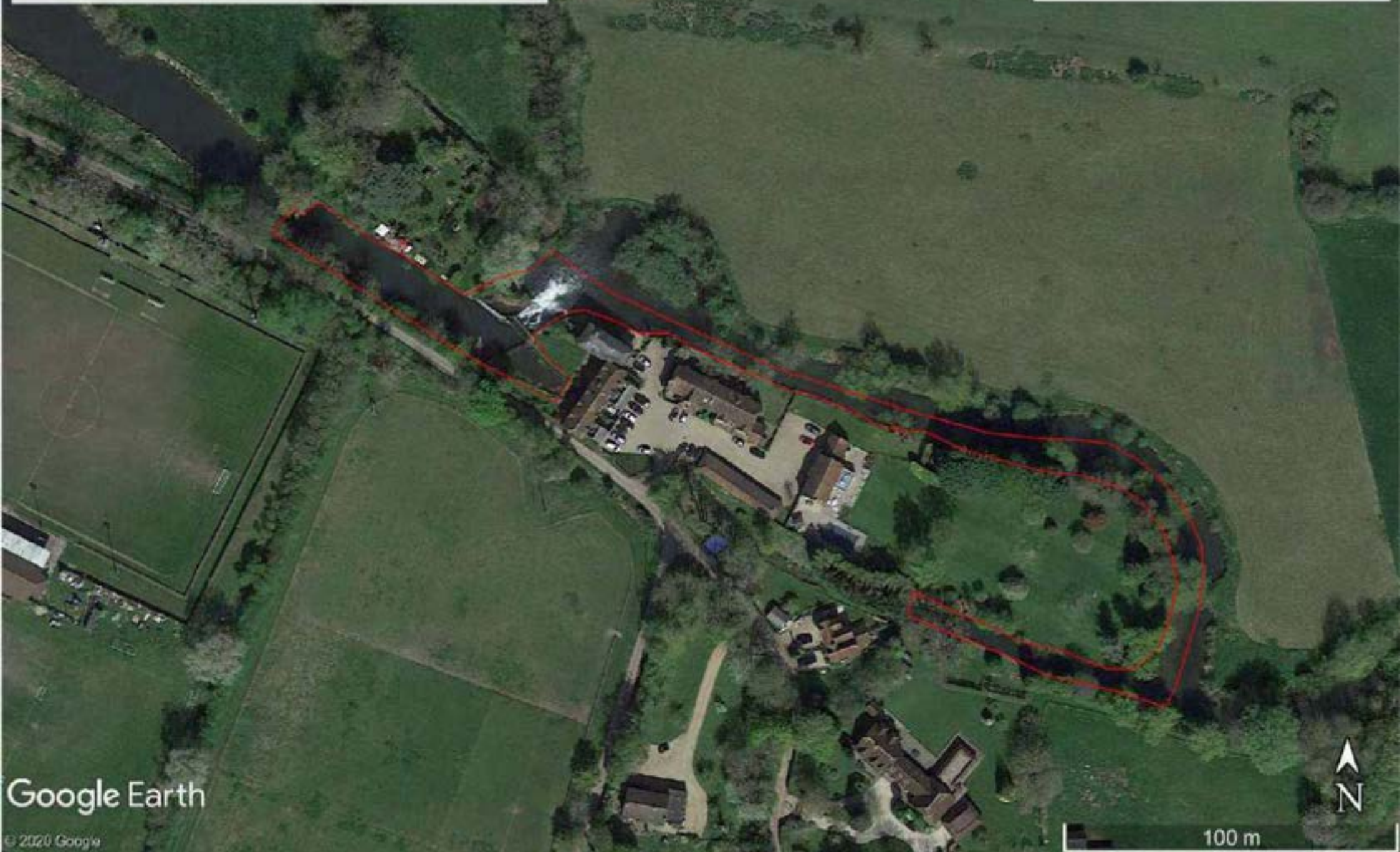
Waterside Farm

Chamberhouse Mill, Thatcham

1.23 acres (10,008 sq ft) of amenity land available freehold

Legend

 Amenity Land Available (Approx)



Google Earth

© 2020 Google

100 m



The electronic official copy of the register follows this message.

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



Official copy
of register of
title

Title number BK326537

Edition date 04.08.2015

This official copy shows the entries on the register of title on 29 NOV 2018 at 13:03:56.

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 29 Nov 2018.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

This title is dealt with by HM Land Registry, Gloucester Office.

A: Property Register

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

WEST BERKSHIRE

- 1 (02.06.1971) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings at Chamberhouse Mill, Thatcham.
- 2 A Conveyance of the land in this title and other land dated 10 October 1939 made between (1) Albert Sancton Blyth Tull (Vendor) (2) Alfred Ernest Allnatt (Purchaser) and (3) John Maclean Henry (Sub-Purchaser) contains the following provision:-

"IT IS hereby declared that the Sub-Purchaser shall not be entitled to any right or easement of light or air in respect of the property hereby assured which would restrict or interfere with the free use for building or other purposes of the adjoining land of the Purchaser or the persons deriving title under him."
- 3 The Conveyance dated 11 April 1969 referred to in the Charges Register contains a provision as to light or air.
- 4 The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 5 The land remaining in the title has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered BK110351 in green on the filed plan dated 7 February 1972 made between (1) Reed Paper & Board (U.K) Limited and (2) John Michael Bennett.

-NOTE: Original filed under BK110351.
- 6 The pink tinting and the yellow edging on the filed plan are no longer of any significance and should be ignored since the entries in the register which gave rise to these 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 (05.02.2002) PROPRIETOR: S. GRUNDON (WASTE) LIMITED (Co. Regn. No. 503618) of Goulds Grove, Ewelme, Oxon. OX10 6PJ.
- 2 (05.02.2002) The price stated to have been paid on 28 January 2002 for the land in this title and BK294960 was £80,000.
- 3 (05.02.2002) A Transfer dated 28 January 2002 made between (1) Colthrop Board Mill Limited and (2) S. Grundon(Waste)Limited contains purchaser's personal covenants.

-NOTE: Copy filed under BK294960.

C: Charges Register

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

- 1 Such parts of the land as are affected thereby are subject to an Arrangement made in 1838 with the Great Western Railway of which the following are details:-

"For the maintenance of a constant head of water for the passage of barges on that part of the Kennet & Avon Canal between Bulls Lock and Midmead Pound Lock respectively situate in the Parish of Thatcham in the County of Berks by the owner of Chamberhouse Mill Thatcham aforesaid in consideration of the payment of Five pounds five shillings per annum to such owner by the said Railway."

No further details were supplied on first registration.

- 2 The part of the land affected thereby is subject to the rights in respect of a water main which are granted by a Deed dated 3 October 1963 made between (1) John Richard Henry and (2) The Thames Valley Water Board. The deed also contains restrictive covenants affecting land in this title.

-NOTE: Original filed under BK102334.

- 3 The land is subject to the following rights granted by a Conveyance of land lying to the south of Chamberhouse Mill dated 7 October 1968 made between (1) John Richard Henry (Vendor) and (2) John M. Bennett (Properties) Limited (Purchaser):-

The right to use the existing water supply pipe from the borehole in the yard of Chamberhouse Mill to the premises hereby conveyed for the purpose of taking a supply of water for domestic purposes only to the premises hereby conveyed TOGETHER ALSO with the right to excavate and lay and thereafter maintain repair inspect and renew a waterpipe across the Vendors adjoining property for the purpose of connecting the premises hereby conveyed with the public water main PROVIDED:-

(a) The said waterpipe shall be laid at least two feet six inches below the surface of the land along the route approved by the Vendor or his successors in title through the field and garden ground of 1 and 2 Chamberhouse Cottages Thatcham comprising Ordnance Survey enclosure 436 and through the waste ground Ordnance Survey enclosure 453

(b) All work in connection with such waterpipe shall be carried out to the satisfaction of the Vendor or his successors in title and the Purchaser its successors in title shall take all necessary precautions to ensure that Chamberhouse Mill and all other buildings erections works on the Vendors adjoining or neighbouring land shall be unaffected by the works or use of such waterpipe

(c) The Purchaser and its successors in title shall make good all damage caused by all such works excavations laying maintaining repairing inspecting renewing and using such waterpipe and shall indemnify and keep indemnified the Vendor and his successors in title from and against all actions costs charges claims demands and proceedings whatsoever arising out of or by reason of the grants hereby made or the exercise of the said rights and liberties by the Purchaser or its successors in title.

C: Charges Register continued

4 A Conveyance of the land in this title dated 11 April 1969 made between (1) John Richard Henry (Vendor) and (2) Reed Board Mills (Colthrop) Limited (Purchaser) contains restrictive covenants and exceptions and reservations.

-NOTE: Original filed under BK102334.

5 (20.08.1999) Lease dated 9 July 1999 of a Fish Pass numbered 1 on the filed plan to The Environment Agency for 99 years from 9 July 1999.

NOTE 1: The Lease grants the following rights:-

"FULL RIGHT AND LIBERTY for the Agency its officers servants agents and contractors:-

1. during construction of the fish pass on the Site to enter upon so much of the Lessor's Land as is traversed by the Access Route during usual working hours for the purpose of daily access to the Site via the Access Route and following construction by reasonable prior appointment for the purposes of carrying out routine inspection and maintenance of the fish pass and to monitor fish migration

2. during construction of the fish pass to occupy so much of the land immediately adjoining the Site as is comprised within the Lessor's Land shown for the purpose of identification only edged in blue on the plan marked "A" attached hereto as is reasonably necessary and following construction to occupy the said land from time to time for the purpose of constructing inspecting maintaining renewing or repairing as appropriate the fish pass with associated and ancillary apparatus and works on the Site."

NOTE 2: Lessee's title registered under BK357532

NOTE 3: The Access Route referred to is coloured brown on the plan marked 'B'

-NOTE 4: Copy Plans filed.

6 (04.08.2015) The land is subject to the rights granted by a Deed dated 16 July 2015 made between (1) S. Grundon (Waste) Limited and (2) Southern Electric Power Distribution Plc.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

End of register

These are the notes referred to on the following official copy

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

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M.B. 25

H.M. LAND REGISTRY

TITLE NUMBER

~~BK 102334~~

COUNTY

SHEET

NATIONAL GRID

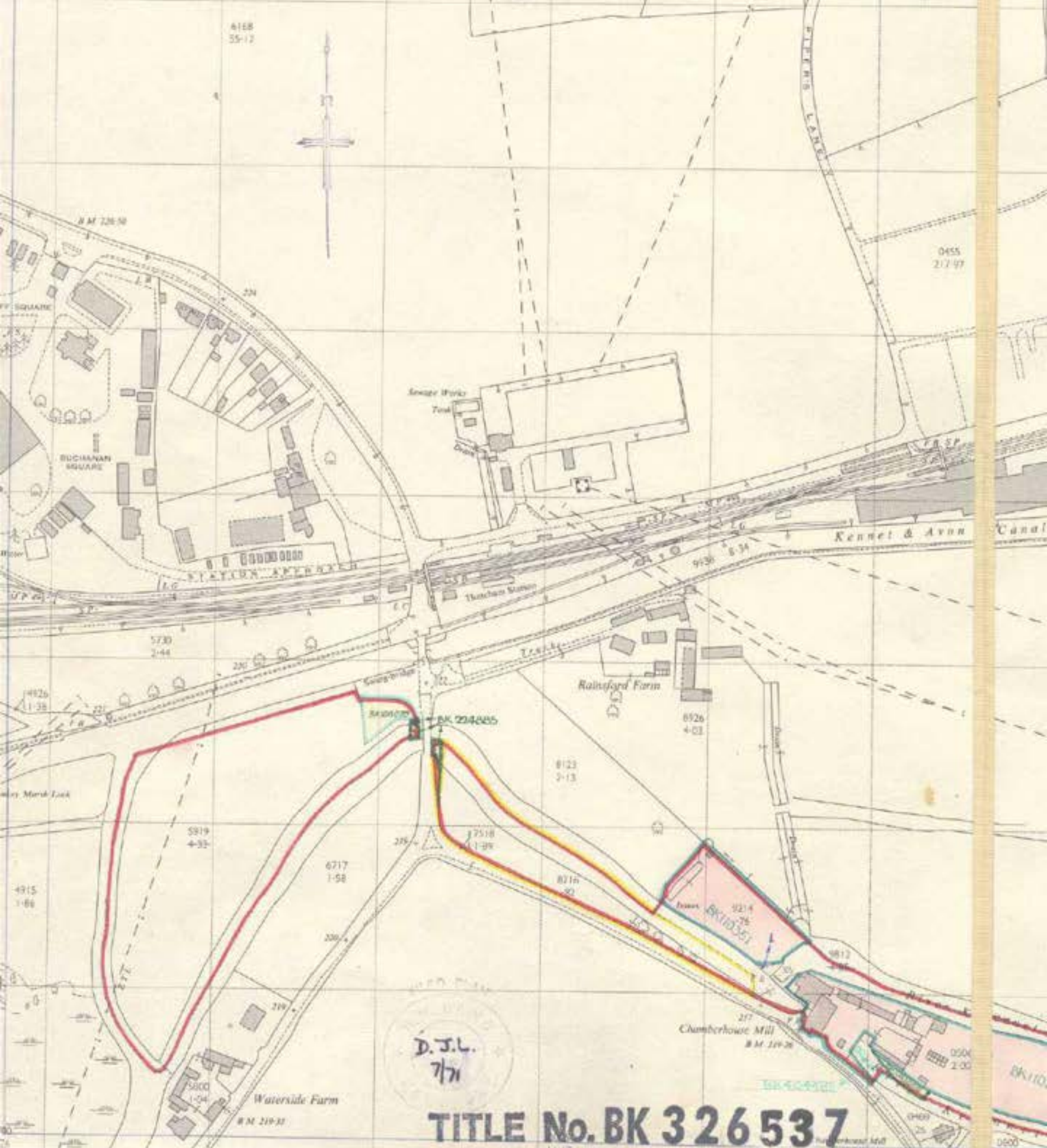
BERKSHIRE

SU5266 & SU5366

STRATFORD AREA WEST BERKSHIRE

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HATCHAM CP



TITLE No. BK 326537



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Title Number BK326537

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BK102334



L25
a2

THIS CONVEYANCE is made the Eleventh day of April One thousand nine hundred and sixty nine BETWEEN JOHN RICHARD HENRY, Order of the British Empire, Justice of the Peace, of Nine Elms Bucklebury in the County of Berks (hereinafter referred to as "the Vendor") of the one part and REED BOARD MILLS (COLTHROP) LIMITED whose registered office is situate at Reed House 62 Piccadilly London W.1. (hereinafter referred to as "the Purchaser") of the other part.

WHEREAS:

- (1) John Maclean Henry (hereinafter called "the Testator") late of the Gables Midgham Berkshire by his Will dated the 17th day of June 1946 appointed his son the Vendor his wife Nora Mary Henry and his daughters Evelyn Mary Gordon Henry and Ruth Newth to be the Executors and Trustees thereof
- (2) The Testator died on the 19th day of August 1950 without having revoked or altered his said Will except by a Codicil not material hereto and his said Will with the said Codicil was proved by the Vendor the said Nora Mary Henry Evelyn Mary Gordon Henry and Ruth Newth on the 9th day of November 1950 in the Oxford District Probate Registry
- (3) The Testator at his death was seised of the property hereby conveyed for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances
- (4) The said Nora Mary Henry died on the 25th day of March 1962
- (5) By an Assent in writing under their hands dated the 28th day of September 1962 the Vendor the said Evelyn Mary Gordon Henry and Ruth Newth as the personal representatives of the Testator assented to the vesting in the Vendor of the property hereby conveyed together with other property in fee simple.
- (6) The Vendor has agreed with the Purchaser for the sale to it of the like estate in the said property at the price of TWENTYFIVE THOUSAND POUNDS (£25,000).

NOW THIS DEED WITNESSETH as follows -

1. In pursuance of the said agreement and in consideration of the sum of Twenty Five Thousand Pounds (£25,000) paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys unto the Purchaser ALL THOSE pieces or parcels of land situate in the Parish of Thatcham, Berkshire forming Ordnance Survey Enclosure Numbers 457, 453, 444, 438, and Part 446 as the same is for the purpose of identification only delineated on the plan attached hereto and thereon edged red TOGETHER WITH half the bed or soil of the river Kennet where the same joins the said respective pieces or parcels of land and the right of fishing in the said River and all rights incidental to the ownership of all such half of the bed of the said River and all such other rights in, or over the said river and the bed the soil and water thereof as the Vendor is entitled to as owner of the land hereby conveyed AND TOGETHER WITH the messuage or tenement, the Mill and all other buildings erected upon or on

some part of the said pieces or parcels of land and which are known as Chamberhouse Mill Thatcham
aforsaid, TO HOLD the same unto the Purchaser in fee simple SUBJECT TO

(a) The Declaration as to light and air contained in the said Conveyance dated the 10th day of
October 1939 made between Albert Sankton Blythe Tull of the first part Alfred Ernest Alnutt, of the
second part and the said John McLean Henry of the third part and to the arrangement and agreements
therein mentioned so far as the same may be still subsisting and affect the property hereby conveyed
and are capable of being enforced

(b) The right and covenants contained in the Conveyance dated the 3rd day of October 1963 made
between the Vendor of the one part and the Thames Valley Water Board of the other part

(c) The rights relating to the water supply pipe granted by the Conveyance dated the 7th day of
October 1968 made between the Vendor of the one part and John M. Bennett (Properties) Limited
of the other part

2. It is Heraby Declared that the Purchaser shall not be entitled to any right or easement of light or
air or otherwise which would restrict or in any way interfere with the free user for building or for
any other purpose of any adjoining or neighbouring property of the Vendor.

3. There is excepted and reserved to the Vendor in fee simple the right to a supply of water from the
borehole or artesian well situate at point A on the said plan subject to any limitation placed thereon
pursuant to the provision of the Water Resources Act, 1963 or any amendment thereto and the free
passage and running of water to and from the Vendor's adjoining property and any buildings for the time
being thereon through and along the pipes at present used for the purpose in an under the property
hereby conveyed the Vendor or his successors in title paying a fair proportion according to user
of the costs of the maintenance and repair of the said borehole and all apparatus used in connection
therewith with power for the Vendor and his successors in title owners or occupiers of such
adjoining property or any part or parts thereon to enter the property hereby conveyed for the
purpose of maintaining cleaning repairing and renewing the said pipes or any of them the borehole
and all apparatus used in connection therewith doing as little damage as possible to the property
entered upon on default by the Purchaser or his successors in title.

4. The Purchaser with the intent so as to bind (so far as practicable) the property hereby conveyed into
whomsoever hands the same shall come and for the benefit and protection of the estate and property
of the Vendor known as Rainsford Farm and 1 and 2 Chamberhouse Cottages or any part or parts
thereof but not so as to render itself the Purchaser liable for any breach of covenant committed after
it shall have parted with all interest in the property in respect of which such breach shall have
occurred, hereby covenants with the Vendor - JB

(i) To maintain good and sufficient stockproof fences along the boundaries of the property hereby
conveyed shown with a 'T' mark inwards on the said plan,

(ii) Not to use the property hereby agreed to be conveyed for any noisy or offensive trade or business or in any way detrimental to the amenities or the agricultural or residential use of the Vendor's said property 7D

(iii) To maintain in good working order and condition the artesian well and all machinery or apparatus used in connection therewith the Vendor paying a fair proportion according to user of the cost of any maintenance and repair thereof.

(iv) In any conveyance of land upon which the borehole or artesian well is situated to require the grantee of such land to enter into a covenant with the Purchaser and with the Vendor and his successors in title to observe and perform the covenants hereinbefore mentioned

5. The Vendor hereby acknowledges the right of the Purchaser to the production of the documents mentioned in the Schedule hereto (the possession of which is retained by the Vendor) and to delivery of copies thereof and hereby undertakes with the Purchaser for the safe custody of the same.

IN WITNESS whereof the Vendor has hereunto set his hand and seal and the Purchaser has caused its Common Seal to be hereunto affixed the date and year first before written.

THE SCHEDULE above referred to

~~1939 10th October CONVEYANCE~~ (1) Albert Sankton Blythe Tull
(2) Alfred Ernest Allnatt
(3) John Maclean Henry

1962 28th Sept. ASSENT in the estate of John Maclean Henry deceased

Signed Sealed and Delivered by the said John Richard Henry in the presence of

E.P. Barrett
Schoolmaster
Boundary House, Belgrove Rd.
Seaford, Sx.

The Common Seal of Reed Board Mills (Colthrop) Ltd was hereunto affixed in the presence of

G. H. R. Ke

DIRECTOR

W.P. Gie

SECRETARY.

J. Henry



DR file

Bk 102334

J. R. HENRY ESQ.

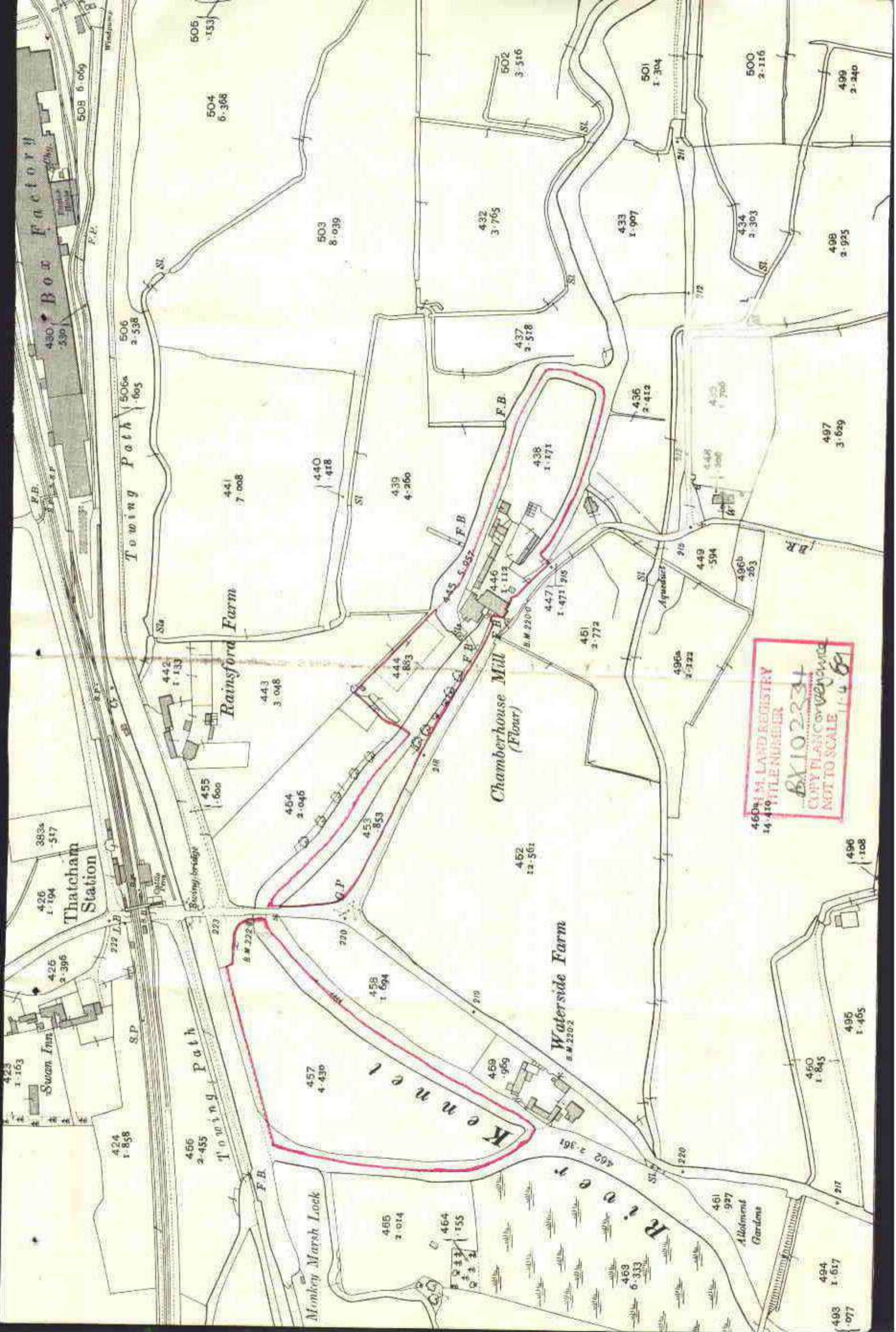
to

6

REED BOARD MILLS (COLTHROP)
LIMITED

CONVEYANCE

of land and premises at Chamberhouse
Mill, Thatcham in the County of Berks.



4604 M. LAND REGISTRY
 FILE NUMBER BX102234
 COPY PLAN CONVEYANCE
 NOT TO SCALE 14 8'

These are the notes referred to on the following official copy

Title Number BK326537

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

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1966

FINANCE ACT 1921

TRANSFER OF PART IMPOSING
FRESH RESTRICTIVE COVENANTS

5720 H
E 35271

INLAND REVENUE



County or County Borough

Berkshire

Title Number

BK110351

BK 102334

Property

Chamberhouse Mill, Thatcham

Date

7th February 1972

In consideration of FIFTEEN THOUSAND POUNDS (£15000)

the receipt whereof is hereby acknowledged REED

PAPER AND BOARD (U.K.) LIMITED of REED HOUSE 82

PICCADILLY LONDON W.1. (hereinafter called "the Trans-

feror") as beneficial owner hereby transfers to JOHN

MICHAEL BENNETT of TURRET HOUSE HYDE END BRIMPTON

BERKSHIRE (hereinafter called "the Transferee") the

land shown and edged red on the plan numbered 1

bound up within and known as those pieces or parcels

of land situate in the Parish of Thatcham in the

County of Berks forming Ordnance Survey Enclosures

numbered 438 part 444 and part 446 Together with the

messuage or tenement the mill and all other buildings

erected thereon or on some part of the said pieces

or parcels of land and which are known as Chamberhouse

Mill Thatcham being part of the land comprised in the

Title above mentioned TOGETHER WITH the full right and

liberty for the Transferee and his successors in title

the owners and occupiers for the time being of the land

hereby transferred or any part thereof and his or their

respective servants and licensees (in common with the

Transferor and all other persons having the like right)

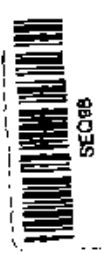
at all times hereafter by day or night but on foot

only to pass and repass along and over the bridge and

lands coloured brown blue and yellow respectively on

the plan numbered 2 bound up within for all purposes

connected with the use and enjoyment of the land hereby



transferred but not for any other purpose whatsoever
TO HOLD the said right of way unto the Transferee in
fee simple TOGETHER ALSO WITH all fishing rights
appendant and appurtenant to the land hereby transferred

6. EXCEPT AND RESERVED unto the Transferor and its successors in title

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

(ii) the right of support from the property hereby transferred for the adjoining property of the Transferor

(iii) the right at all reasonable times to enter upon the property hereby transferred or any part thereof for the purpose of cutting reeds and for the purpose of controlling inspecting repairing maintaining and renewing the hatches weir sluices as hereinafter referred to the Transferor doing as little damage as possible and making good all damage occasioned thereby AND SUBJECT TO

(a) The Declaration as to light and air contained in a Conveyance dated the 10th day of October 1939 and made between Albert Sankton Blythe Tull of the first part Alfred Ernest Alnutt of the second part and John Mclean Henry of the third part and to the arrangement and agreements therein mentioned so far as the same may be still subsisting and affect the property hereby transferred and are capable of being enforced

(b) the rights relating to the water supply pipe granted by a Conveyance dated the Seventh day of October 1968 and made between John Richard Henry of the one part and John Michael Bennett (Properties) Limited of the other part so far as the same may be still subsisting and affect the property hereby transferred and are capable of being enforced

(c) all rights of way drainage and other rights easements and privileges in favour of the Transferor or granted by the Transferor before the date hereof which may affect the property hereby transferred or any part thereof

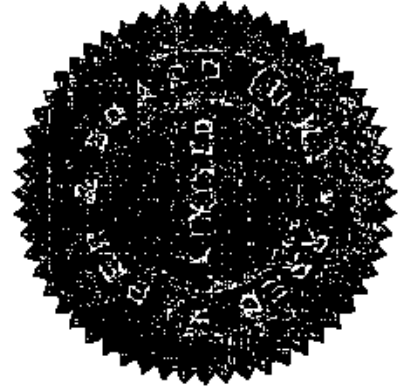
2. IT IS hereby agreed and declared that the Transferee shall not be entitled to any easement or right of light air or support or other easement or right would restrict or interfere with the free use by the Transferor or its successors in title for building or any other purposes of any adjoining or neighbouring land of the Transferor

3. The Transferee with the object and intent of affording to the Transferor a full and sufficient indemnity but not further or otherwise hereby covenants with the Transferor that he will hereafter observe and perform the covenants contained in Clause 4 of a Conveyance dated the Eleventh day of April 1969 and made between John Richard Henry of the one part and Reed Board Mills (Colthrop) Limited of the other part so far as the same are still subsisting and capable of taking effect

4. The Transferee with intent so as to bind (so far as practicable) the property hereby conveyed into whomsoever hands the same shall come and for the benefit and protection of the adjoining and neighbouring property of the Transferor or any part or parts thereof hereby covenants with the Transferor and its successors in title not to do anything or omit to do anything which

would interfere with the flow of water through the
hatches controlling the level of water the sluices weir
or the footbridges leading thereto and will not fail
to maintain repair and keep in repair the bank of the
river where the same abuts the property hereby transferred

The Common Seal of Reed Paper
and Board (U.K.) Limited was
hereunto affixed in the
presence of:



*Please see
Order No. 1*

[Signature] Director

[Signature] Secretary

SIGNED SEALED AND DELIVERED
by the said John Michael
Bennett in the presence
of:

[Signature]

4

4



H 137

H.M. LAND REGISTRY

TITLE No. BK110351

PHOTOGRAPHIC COPY
(liable to distortion in scale)

of PLAN to TRANSFER

dated 7 FEBRUARY 1972

Plan No. 1.



*The Common Seal of Reed
Roper & Board (UK) Limited
who being of full age
presence of*

*Director
Secretary*

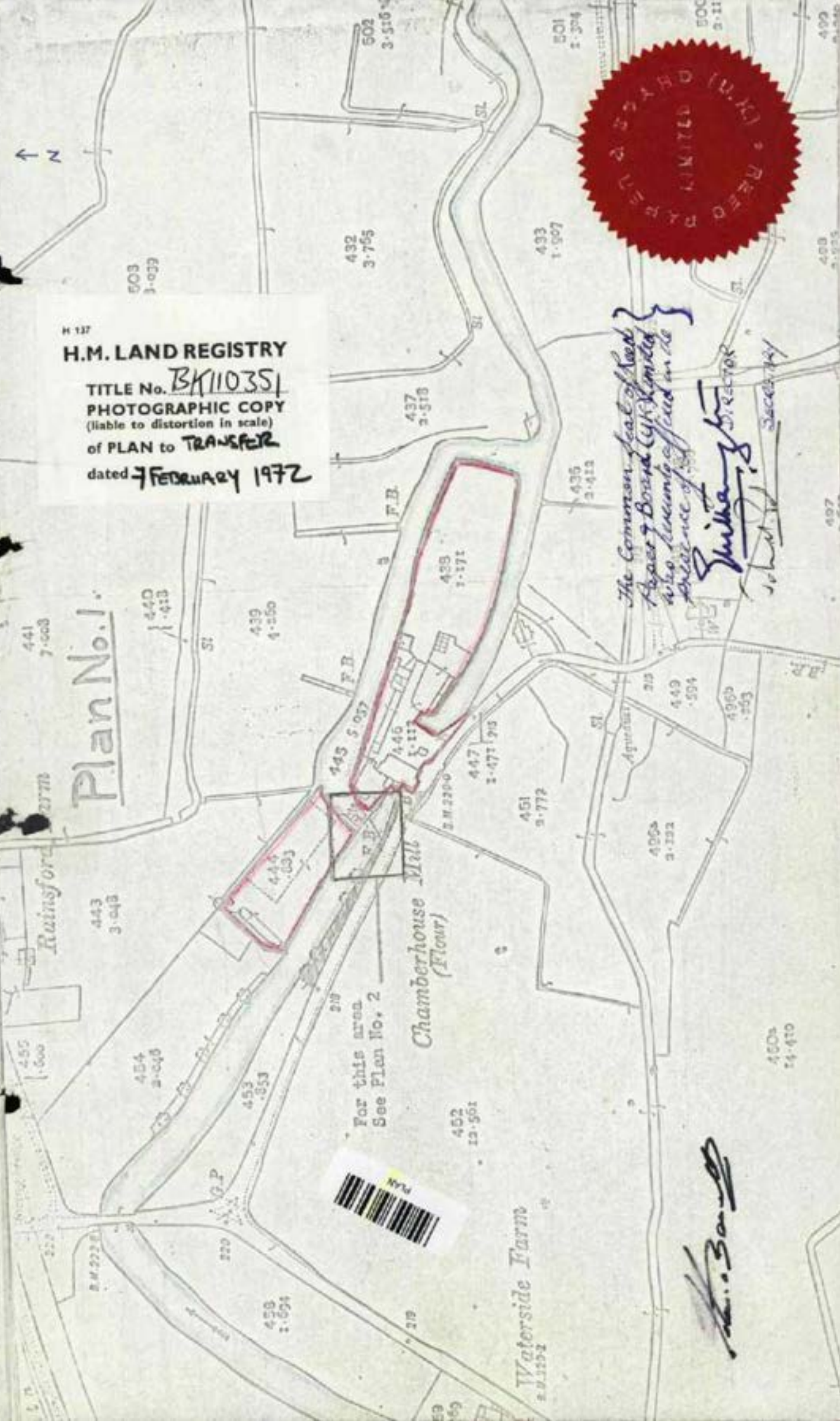


For this area.
See Plan No. 2

Chamberhouse Mill
(Flour)

Waterside Farm

K. Board



1230GARDEN

Plan No. 2



H.M. LAND REGISTRY
TITLE No. BK 110351
PHOTODUPLICATION COPY
(made available in 1972)
of PLAN No. TRAMS 6E R
dated 7/2/1972

HOUSE

MILL

ROAD

RIVER

HATCHES

GRID

LOW WEIR

Foot Bridge

LEVEL CONTROL

BASE BUILDING

Foot Bridge

FINISHED PRODUCT (F.P.) CODE
(EACH WORK PARTIALLY CONSIDERED)
A - MANUFACTURING OPERATION REQUIRED.
B - OTHER ITEMS (IE. MARK-OFF AND DRILL ON SITE)
NOTE - USE OF OR BA AS REQUIRED WHERE BOTH OCCUR.
MATERIAL CODE:
S.M. - STOCK MATERIAL
D.M. - MACHINED MATERIAL BOUGHT OUT.
D.C. - MACHINED CASTINGS BOUGHT OUT.
D.C. - ROUGH CASTINGS BOUGHT OUT.

DRILLED TO OFF CENTRES UNLESS OTHERWISE STATED.
CORNER RADIUS TO BE MADE TO DIMENSIONS GIVEN.
TO BE MADE FOR THICK END AT EACH JOINT.
AND BLOTS SUPPLIED BY MANUFACTURERS. VALVES SUPPLIED
AS PROVIDED WHERE INDICATED.
TO HAVE LETTERS & Nos. CLEARLY PAINTED ON AS INDICATED.
SERVICE COLOUR.

PATTERNS & CAD. NO. CAD. NO.
CORNER RADIUS TO BE MADE TO DIMENSIONS GIVEN.
TO BE MADE FOR THICK END AT EACH JOINT.
AND BLOTS SUPPLIED BY MANUFACTURERS. VALVES SUPPLIED
AS PROVIDED WHERE INDICATED.
TO HAVE LETTERS & Nos. CLEARLY PAINTED ON AS INDICATED.
SERVICE COLOUR.

TOLERANCES:
M ± 0.015 mm
K ± 0.025 mm
L ± 0.050 mm
M ± 0.100 mm
N ± 0.150 mm
O ± 0.200 mm
P ± 0.300 mm
Q ± 0.400 mm
R ± 0.500 mm
S ± 0.750 mm
T ± 1.000 mm
U ± 1.500 mm
V ± 2.000 mm
W ± 3.000 mm
X ± 4.000 mm
Y ± 6.000 mm
Z ± 8.000 mm

REVISIONS
A
B
C
D
E
F
G

PROJ. No. DATE No. OF SETS
MATERIALS PER SET
FOR

ITEM No. OF MATT. No. VATT. No. DESCRIPTION REMARKS
FP. MATT. CODE No. CODE No.

COLTOP BOARD MILLS
Road Paper & Board (P.K.) Limited
FOR - CHURCHILL HOUSE MILLS
DATE 1/11/72
SCALE 1/8" = 1'-0"
TRACED BY
APPD. BY

Handwritten signature



DRG. No. 56

These are the notes referred to on the following official copy

Title Number BK326537

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

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

Transfer of whole
of registered title(s)

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CL
3/1

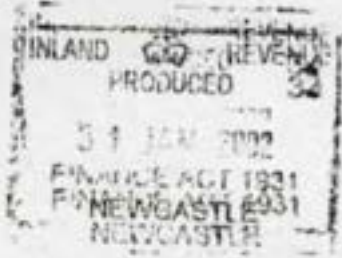
HM Land Registry

K61313

RE file
BK294960

TR1

1. Stamp Duty



I/We hereby certify that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987.

It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of

£ 250,000.00



2. Title Number(s) of the Property

BK294960 and BK326537

3. Property

Land lying to the South of the Kennet and Avon Canal and Land lying to the West of Colthrop Lane, Thatcham and land and buildings at Chamberhouse Mill, Thatcham including the Sluice Gates (as defined in panel 12 below)



4. Date 28th January 2002

5. Transferor

Colthrop Board Mill Limited (Company Registration Number 2603108)

6. Transferee for entry on the register

5. Grundon ~~(Ewelme)~~ ^{WASTE} Limited (Company Registration Number ⁵⁰³⁶¹⁸ ~~443147~~)

Handwritten initials and signature

7. Transferee's intended address(es) for service in the U.K. (including postcode) for entry on the register

Goulds Grove, Ewelme, Oxon OX10 6PJ

8. The Transferor transfers the property to the Transferee.

Photo
Copy



BK294960



SE041



P QUALITY

Gouldens

MJA

9. Consideration

ASS
MOL
S
D

The Transferor has received from the Transferee for the property the sum of ~~eighty~~ ^{fourteen} thousand pounds (£14,000) plus value added tax thereon of ~~thirty-five~~ thousand pounds (£14,000)

The Transfer is not for money or anything which has a monetary value

10. The Transferor transfers with

full title guarantee limited title guarantee

The covenant implied by Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall be amended by deleting from that section the words "his own cost" and substituting therefore the words "the cost of the person to whom he disposes of the Property"

11. Declaration of trust

- The transferees are to hold the property on trust for themselves as joint tenants.
- The transferees are to hold the property on trust for themselves as tenants in common in equal shares.
- The transferees are to hold the property

12. Additional Provision(s)

please see attached continuation sheets.

13. The Transferors and all other necessary parties should execute this transfer as a deed using the space below. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.

12. Additional Provisions

In this transfer the following words and expressions shall have the following meanings:-

- "Letting Documents"** the leases and licences affecting the Property brief details of which are set out in Part II of the First Schedule.
- "Schedule"** means each schedule to this Transfer.
- "Sluice Gates"** means those sluice gates at Chamberhouse Mill and situate on the land comprised in Title Number BK326537.
- "Title Matters"** means any obligations, covenants, easements, rights, restrictions, stipulations and all other matters applicable to or affecting the Property including without limitation those obligations, covenants, easements, rights, restrictions, stipulations or other matters contained or referred to in the documents or parts of documents noted on the registers of the title to the Property and the documents brief details of which are set out in Part I of the First Schedule.

- 12.1 The Transfer hereby effected is subject to and with the benefit of the Title Matters so far as the same are still subsisting and capable of affecting the Property and the Transferee covenants with the Transferor by way of indemnity only that the Transferee and its successors in title and those deriving title under it will and all times and henceforth perform and observe such Title Matters and keep the Transferor fully and effectively indemnified against any costs, actions, claims, demands and liabilities howsoever arising in respect of the same and/or arising from any breach of this covenant.
- 12.2 The Transfer hereby effected is subject to and with the benefit of the Letting Documents so far as the same are still subsisting and capable of affecting the Property and the Transferee covenants with the Transferor by way of indemnity only that the Transferee and its successors in title and those deriving title under it will at all times and henceforth perform and observe all the Landlord's obligations under the Letting Documents and keep the Transferor fully and effectively indemnified against any costs, claims, actions, demands and liabilities howsoever arising in respect of the same and/or arising from any breach of this covenant.
- 12.3 The Transferee acknowledges that it has inspected the Property and purchases the Property with full knowledge of its state and condition having regard to the present and all past uses of the Property and further acknowledges that the Purchase Price reflects the state and condition of the Property.
- 12.3 The Transferee hereby undertakes to the Transferor to indemnify and hold harmless and keep indemnified and held harmless the Transferor in respect of all and any actions, judgements, penalties, damages, losses, costs, claims, expenses, liabilities and demands wholly or partly arising from or consequent upon the state and condition of the Property.
- 12.4 Nothing in this Transfer confers any rights under the Contracts (Rights of Third Parties) Act 1999 but this is without prejudice to any right or remedy of any person which arises otherwise than under the Contracts (Rights of Third Parties) Act 1999.
- 12.5 This Transfer is not delivered until it is dated.

FIRST SCHEDULE

Part I

Title Matters

1. The registers of Title Number BK294960
2. The registers of Title Number BK326537
3. Agreement dated 11th November 1991 between (1) Field Group Limited (2) Colthrop Board Mill Limited and (3) Mayr Melnhof Holdings BV as amended by an Agreement dated 6th March 2001 and made between (1) Colthrop Board Mill Limited and (2) Field Group Plc
4. Southern Electricity Board Wayleave Consent dated 2nd July 1971
5. Southern Electricity Board Wayleave Consent dated 11th June 1953
6. Southern Electricity Board Wayleave Consent dated 9th August 1955
7. Southern Electricity Board Wayleave Consent dated 27th May 1958
8. Southern Electricity Board Wayleave Consent dated 6th February 1967
9. Agreement dated 21 May 1991 between (1) Field Group Limited (2) Colthrop Board Mill Limited (3) SCA Packaging Limited and (4) Svenska Cellulosa Aktiebolaget SCA

Part II

Letting Documents

1. Lease dated 9 July 1999 between (1) Colthrop Board Mill Limited (2) The Environment Agency
2. Tenancy agreement relating to Cottage Number 20, Colthrop Cottages, Thatcham, Berkshire let to Mrs Wood
3. Licence dated 12 October 2001 between (1) Colthrop Board Mill Limited (2) The Environment Agency

EXECUTED as a DEED
of COLTHROP BOARD MILL
LIMITED acting by

Director

Director/Secretary

For and on behalf of
St. John's Square
Secretaries Limited

EXECUTED as a DEED of
S. GRUNDON (PVT) LIMITED
acting by

Director x



A.S.L.

Director/Secretary x



M.S.

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Title Number BK326537

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BK102 334

Abstract

Grant of easement

DATED 3rd October 1963

3

JOHN RICHARD HENRY, O.B.E.

- to: -

THE THAMES VALLEY WATER BOARD

GRANT OF EASEMENT

R.R. free

BK102334

A CONVEYANCE made the *third* day of *October*
One thousand nine hundred and sixty-three BETWEEN JOHN RICHARD
HENRY, O.B.E. of Nine Elms in the Parish of Bucklebury in the County of
Berks Company Director (hereinafter called 'the Landowner') of the one
part and the THAMES VALLEY WATER BOARD (hereinafter called 'the Board')
of the other part _____

W H E R E A S

1. THE Landowner is seized in unencumbered fee simple in possession of
two pieces of land situated in the Parish of Thatcham in the County of
Berks forming part of land commonly known as Chamber House Mill which
pieces extend from the centre line of the water main hereinafter
described as laid seven and a half feet on the western side and to the
existing boundary fence on the eastern side and is delineated on the plan
annexed hereto and thereon coloured pink _____

2. THE Board require the rights hereinafter granted to extend their
water undertaking as authorised by the Reading and Berkshire Water etc.
Act, 1959 and the general Acts incorporated therewith _____

3. THE parties have agreed to the sale of the said rights for the sum
of TEN POUNDS which includes compensation for all damage sustained by
the Landowner by reason of the execution of the Board's works upon the
Landowner entering into the covenants hereinafter contained _____

N O W T H I S D E E D W I T N E S S E T H as follows :-

1. IN consideration of TEN POUNDS paid by the Board in discharge of
purchase money and compensation (the receipt of which the Landowner hereby
acknowledges) the Landowner hereby grants to the Board

FIRST the right of laying a twelve inch main for conducting water
with such valves chambers and surface boxes as may be necessary on
the said pieces of land in the position indicated by a red ink line
on the said plan

SECOND the right to enter upon the said pieces of land after due notice or in an emergency to inspect maintain cleanse alter repair renew or remove such main and fittings

TO HOLD the same unto the Board in fee simple _____

2. THE Landowner hereby covenants with the Board to bind himself and his successors in title

- (a) Not to do or suffer to be done upon any land belonging to him anything which may in any way interfere with the flow of water to or in the said pieces of land
- (b) Not to cause or allow any trees to be planted nor buildings erected on the said pieces of land without the previous written consent of the Board
- (c) Not to cause or allow the removal of any soil nor the placing of any soil or other material which will reduce or increase the cover of the said main by more than six inches without the previous written consent of the Board _____

3. THE Board hereby covenant with the Landowner and his successors in title

- (a) To make good all damage caused in laying inspecting maintaining cleansing altering repairing renewing and removing the said main to the surface of the said pieces of land and any crops growing thereon or nearby and on every occasion to reinstate the land as near as is practicable
- (b) To pay compensation for all damage so done as aforesaid and not rectified by reinstatement the amount to be determined in default of agreement by a single arbitrator pursuant to the Arbitration Acts _____

4. THE Landowner hereby acknowledges the right of the Board to production of the documents specified in the Schedule hereto and to delivery of copies thereof and undertakes for their safe custody _____

5. IT is hereby certified that the transaction hereby effected does
not form part of a larger transaction or of a series of transactions in
respect of which the amount or value or the aggregate amount or value of
the consideration exceeds FOUR THOUSAND FIVE HUNDRED POUNDS

IN WITNESS whereof the Landowner has hereunto set his hand and seal
and the Board have caused their Common Seal to be hereunto affixed the
day and year first before written _____

THE SCHEDULE before referred to

<u>Date</u>	<u>Description of Deed</u>	<u>Parties</u>
1939 October 10th	Conveyance	ALBERT SANCTON BLYTH TULL (1) ALFRED ERNEST ALLNATT (2) JOHN MACLEAN HENRY (3)
1962 September 28th	Assent	Under the hands of the said JOHN RICHARD HENRY and EVELYN MARY GORDON HENRY and RUTH NEWTE

THE COMMON SEAL of the Thames
Valley Water Board was hereunto
affixed in the presence of :-

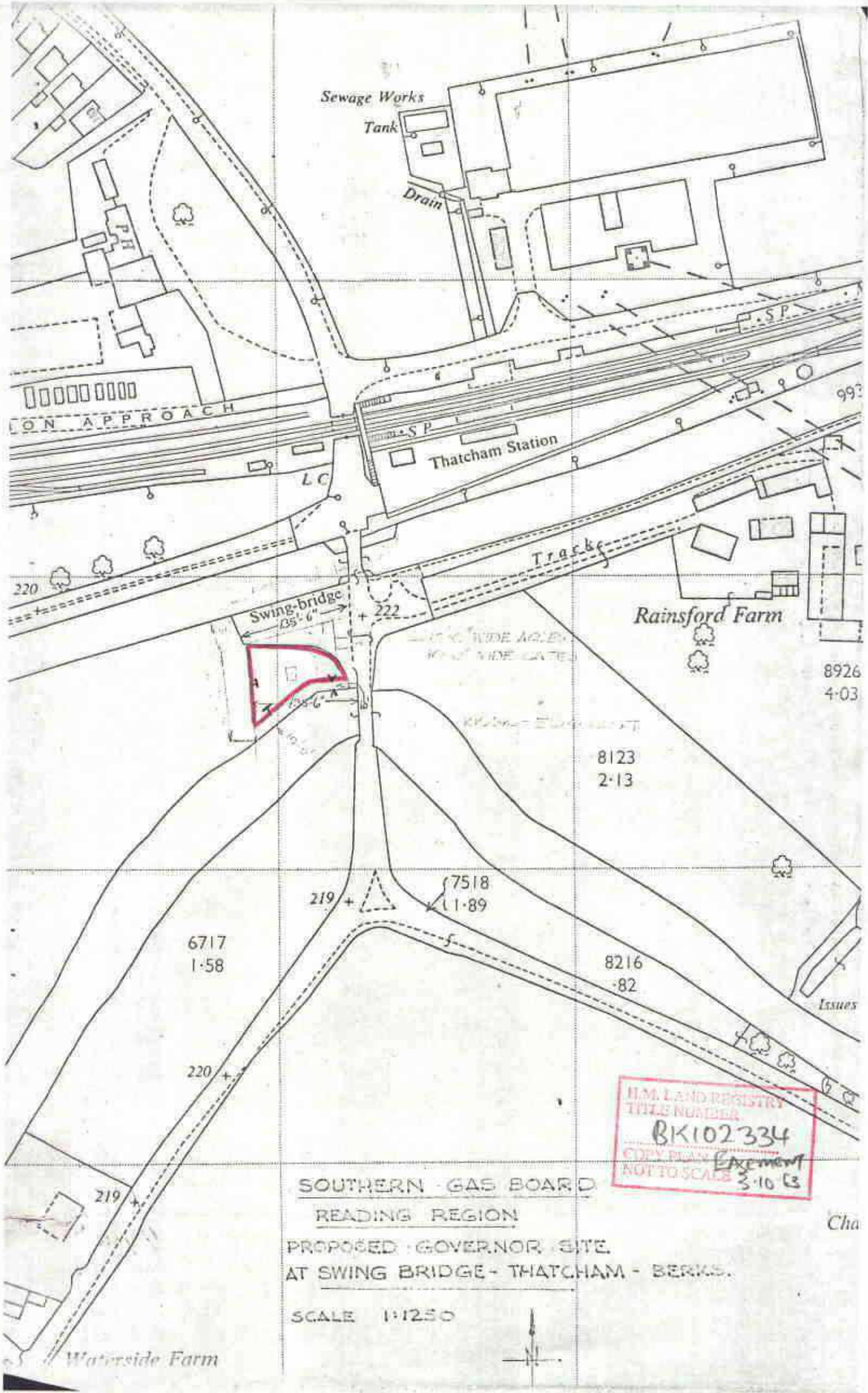
A. G. B. ...

Clerk/Treasurer

297

297

3.



Sewage Works
Tank
Drain

ON APPROACH

Thatcham Station

Rainsford Farm

Swing-bridge
35'-6"

8123
2-13

8926
4-03

6717
1-58

7518
11-89

8216
-82

H.M. LAND REGISTRY
TITLE NUMBER
BK102334
COPY PLAN *Exemption*
NOT TO SCALE 3-10-63

SOUTHERN GAS BOARD
READING REGION
PROPOSED GOVERNOR SITE
AT SWING BRIDGE - THATCHAM - BERKS.

SCALE 1:1250



Waterside Farm

Cha

TRUSS-BRIDGE WITH OVER-CULVERT

FOR DETAILS OF CROSSING OF B.C.C. WATERSIDE FARM BRIDGE N° 337 SEE DRG. N° G16A.

FOR DETAILS OF CROSSING OF KENNET & AVON CANAL SEE DRG. N° TV 934

FOR DETAILS OF RAILWAY CROSSING SEE DRG. N° TV. 933

BK 102334
EASEMENT
31063
NOT TO SCALE

LAND REGISTRY TITLE NUMBER

VALVE CONTROLLED FIRE HYDRANT

4" WASHOUT INTO CHAMBER

6" WASHOUT INTO CHAMBER

FOR DETAILS OF CROSSING OF B.C.C. LONG BRIDGE N° 107 SEE DRG. N° TV. 557A

FOR DETAILS OF CROSSING OF B.C.C. WATERSIDE FARM BRIDGE N° 107 SEE DRG. N° TV. 557A

6" CONNECTION TO EXISTING 4" MAIN.

12" SLUICE VALVE

12" SLUICE VALVE

WIDTH OF EASEMENT 7'-6" ON EITHER SIDE OF C. OF MAIN.

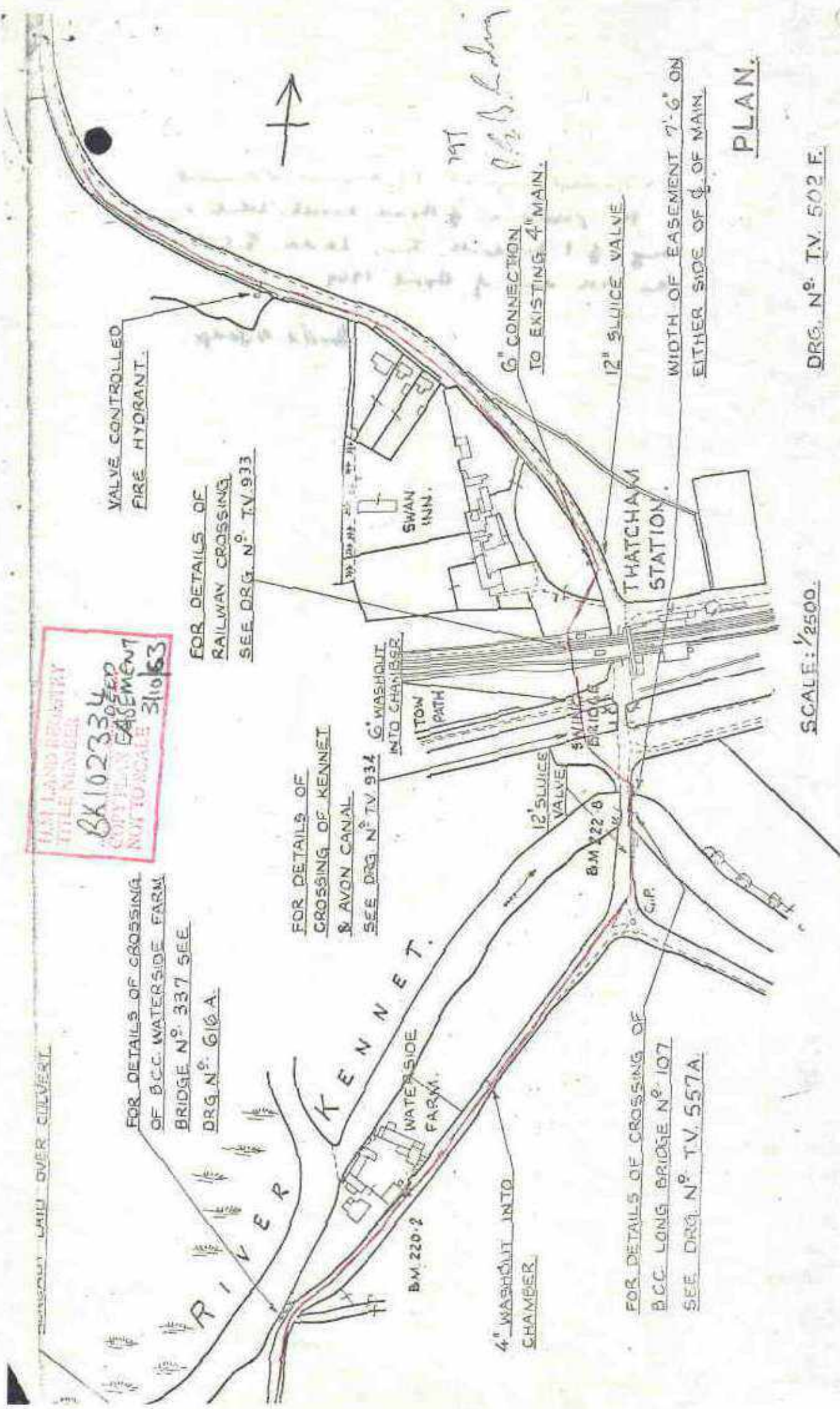
PLAN.

SCALE: 1/2500.

DRG. N° TV. 502 F.



197
P. B. L. L. L.



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Title Number BK357532

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2x #2
01/2/15



**H M LAND REGISTRY
LAND REGISTRATION ACTS 1925 to 1988**

ADMINISTRATIVE AREA OFFICE 13 WEST BERKSHIRE

TITLE NO: BK326537

PROPERTY: Chamberhouse Mill, Thatcham

THIS LEASE is made the *9th* day of *July* One Thousand Nine Hundred and Ninety Nine **BETWEEN COLTHROP BOARD MILL LIMITED** (Co Regn No 2603108) of Colthrop Board Mill Thatcham Berkshire RG13 4NJ (hereinafter called "the Lessor" which expression shall where the context so admits includes the person for the time being entitled to the reversion immediately expectant on the term hereby created) of the one part and the **ENVIRONMENT AGENCY** whose principal office is at Rio House Waterside Drive Aztec West Almondsbury Bristol BS12 4UD (hereinafter called "the Agency" which expression shall where the context so admits includes its successors in title) of the other part

W H E R E A S: in this lease the following words shall have the following meanings assigned to them:-

- (a) Lessor's Land Means the area of land registered with absolute title at H M Land Registry under the above Title Number
- (b) Access Route Means the route from the public highway shown coloured brown for the purpose of identification only on the plan marked 'B' attached hereto
- (c) Fish Pass Means the works more particularly referred to

in the Schedule to this lease

- (d) Millennium Commission Means the Millennium Commission of Portland House Stag Place London SW1E 5EZ
- (e) Retained Land Means the Lessor's land excluding the Site

WITNESSETH as follows:-

1. **IN** consideration of the sum of **ONE POUND (£1)** now paid by the Agency to the Lessor (the receipt of which the Lessor hereby acknowledges) and of the rent hereinafter reserved and of the covenants on behalf of the Agency hereinafter contained the Lessor hereby demises unto the Agency **ALL THAT** piece or parcel of land forming part of the Lessor's Land to accommodate the Fish Pass to be constructed by the Agency which said piece or parcel of land (hereinafter called "the Site") is shown on the plan marked "A" attached hereto and thereon edged red **TOGETHER** with the rights specified in the Schedule hereto **TO HOLD** the Site unto the Agency for the term of 99 years from the ^{9th} day of *July* One Thousand Nine Hundred and Ninety Nine **YIELDING AND PAYING** thereof during the said term the annual rent of a peppercorn (if demanded)
2. **THE** Agency hereby covenants with the Lessor as follows:
 - (i) To pay the reserved rent (if demanded)
 - (ii) To bear and pay and discharge and at all times to keep the Lessor fully indemnified from and against any liability in respect of all taxes rates duties charges assessments impositions and outgoings whatsoever (whether parliamentary parochial local or otherwise) which now or may at any time hereafter during the term be levied assessed or imposed

- upon the Site or upon the owner or occupier in respect thereof
- (iii) Not to assign underlet or part with possession of the Site or any part thereof other than to a statutory successor
 - (iv) To use the Site for the purposes referred to in the Schedule hereto and for no other purpose whatsoever
 - (v) To maintain the Site and the Fish Pass installed thereon in good order and condition to the reasonable satisfaction of the Lessor and to make good any damage to the like satisfaction which may be occasioned to the Lessor's Land as a result of the installation maintenance user removal or replacement of the Fish Pass
 - (vi) To indemnify and to keep indemnified the Lessor from and against all actions claims demands expenses charges costs losses injuries and liabilities whatsoever which the Lessor may incur or which may arise by reason of the demise hereby granted unless occasioned by an act or default of the Lessor its servants agents employees licensees or invitees
 - (vii) Not to do or permit or suffer to be done in or upon the Site or any parts thereof or in exercising any of the rights hereby granted anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Lessor or to the owners tenants or occupiers of any adjoining or neighbouring property
 - (viii) At its own expense to comply with all the requirements of any local or other statutory authority in relation to this lease in so far as compliance with such requirement is legally the responsibility of the Agency

(ix) Upon determination of the term to deliver up the Site in the same condition or as near thereto as may be reasonably possible as it is at the commencement of the term

3. **THE** Lessor hereby covenants with the Agency as follows:-

(i) That the Agency paying the rent hereby reserved (if demanded) and performing and observing the Agency's covenants herein contained shall and may peaceably hold and enjoy the Site during the term hereby granted without any interruption by the Lessor or any persons rightfully claiming through under or in trust for the Lessor

(ii) In the event of the Lessor wishing to exercise the Lessor's rights of entry and of determination of this demise as provided by clause 4(a) hereunder the Lessor will (notwithstanding the provisions of the said clause 4(a) hereunder) refrain from so doing unless and until a reasonable period of notice (not being less than three months) shall have been given by the Lessor to both the Agency and the Millennium Commission (for such time as the Millennium Commission exists) to enable any breach complained of to be remedied

(iii) Not knowingly to do or to permit the Lessor's respective servants agents employees or licensees to do anything likely to interfere with the efficient functioning of the Fish Pass save to the extent this is necessary for the efficient functioning of the Lessor's business nor cause wilful damage thereto

4. **PROVIDED** always and it is hereby agreed:

a) That if the covenants on the Agency's part herein contained shall not be performed or observed then and in any of the said cases the Lessor may at any time thereafter enter upon the Site or any part thereof in the name of the whole and thereupon this demise

- shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any antecedent breach of the Agency's covenants herein contained
- b) This lease does not affect alter or diminish the statutory rights or powers of the Agency
 - c) Any notice under this lease shall be in writing and shall be sufficiently served if left or sent to the Lessor by post at its address as specified herein and any notice to the Agency shall be sufficiently served if sent by post addressed to its Estates Officer at Kings Meadow House Kings Meadow Road Reading RG1 8DQ and any notice to the Millennium Commission shall be sufficiently served if sent by post addressed to the Millennium Commission at Portland House Stag Place London SW1E 5EZ
 - d) The Lessor may at any time at the cost of the Agency vary the Access Route subject to the Lessor ensuring that such alternative route shall be no less suitable or difficult to use for its purpose and over a roughly similar distance from the Site as the Access Route
5. **THE** parties hereto hereby certify that there is no agreement for lease to which this lease gives effect
6. **IT IS HEREBY CERTIFIED** that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £60,000

THE SCHEDULE

(The Rights Granted to the Agency)

SUBJECT TO the observance by the Agency of the covenants and conditions contained or referred to in clause 2 of this lease **FULL RIGHT AND LIBERTY** for the Agency its officers servants agents and contractors:-

1. during construction of the fish pass on the Site to enter upon so much of the Lessor's Land as is traversed by the Access Route during usual working hours for the purpose of daily access to the Site via the Access Route and following construction by reasonable prior appointment for the purposes of carrying out routine inspection and maintenance of the fish pass and to monitor fish migration
2. during construction of the fish pass to occupy so much of the land immediately adjoining the Site as is comprised within the Lessor's Land shown for the purpose of identification only edged in blue on the plan marked "A" attached hereto as is reasonably necessary and following construction to occupy the said land from time to time for the purpose of constructing inspecting maintaining renewing or repairing as appropriate the fish pass with associated and ancillary apparatus and works on the Site

(The rights reserved to the Lessor)

PROVIDED that nothing will be done or permitted to be done likely to cause permanent damage to or to permanently interfere with the efficient functioning of the Fish Pass:-

1. All easements quasi-easements rights privileges services and advantages now or within the Perpetuity Period enjoyed over or against the Site
2. The right to the free passage and running of water soil gas electricity telephone and other services through and along the pipes drains wires cables and other conducting media which are now or may within the Perpetuity Period be within or pass under the Site
3. The right for the Lessor and all persons authorised by it at reasonable times and on reasonable notice or in emergency at any time and without notice to enter the Site

with or without workmen or others and materials for any or all of the following purposes:


- (1) repairing renewing inspecting installing or connecting into any such pipe drain wire cable or other conducting media as is mentioned in the last preceding paragraph
- (2) carrying out any works (whether of repair or otherwise) for which the Landlord or the Tenant is liable under this Lease
- (3) inspecting the condition and state of repair of the Site
- (4) carrying out any works (whether of repair or otherwise) to any property adjoining the Site

Provided that the person exercising such right shall take reasonable care to cause as little damage as possible and shall made good all physical damage caused thereby

4. All rights of shelter protection and support from the Site now enjoyed by the Retained Land
5. The right to build on develop alter or deal with any property not included in this Lease which may from time to time during the Perpetuity Period be owned by the Lessor in such manner as the Lessor thinks fit notwithstanding that the amenity of the Site or the access of light or air thereto may thereby be diminished and without making any compensation

IN WITNESS whereof the Lessor's seal has been hereunto affixed and the Agency's Attorney has signed his name the day and year first before written

THE COMMON SEAL of COLTHROP MILL
LIMITED
was hereunto affixed
in the presence of:

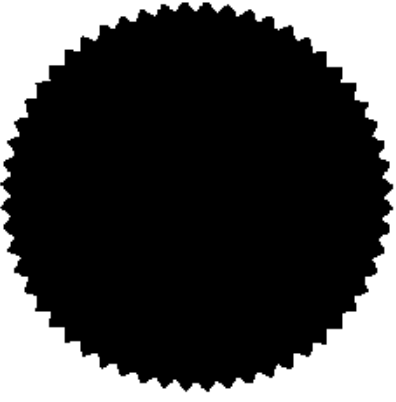
)
)
)
)
)


Director

Director/Secretary



For and on behalf of
St. John's Square
Secretaries Limited



0:\secretar\CONVEY\81\RELEASE\00N4862 COLTHROP.doc

Col 4862

W02-12

1/16/84

DATED *9th July* 1999

COLTHROP BOARD MILL LIMITED

-to-

THE ENVIRONMENT AGENCY

LEASE

of site for a fish pass at Chamberhouse Mill, Thatcham
in the County of Berkshire

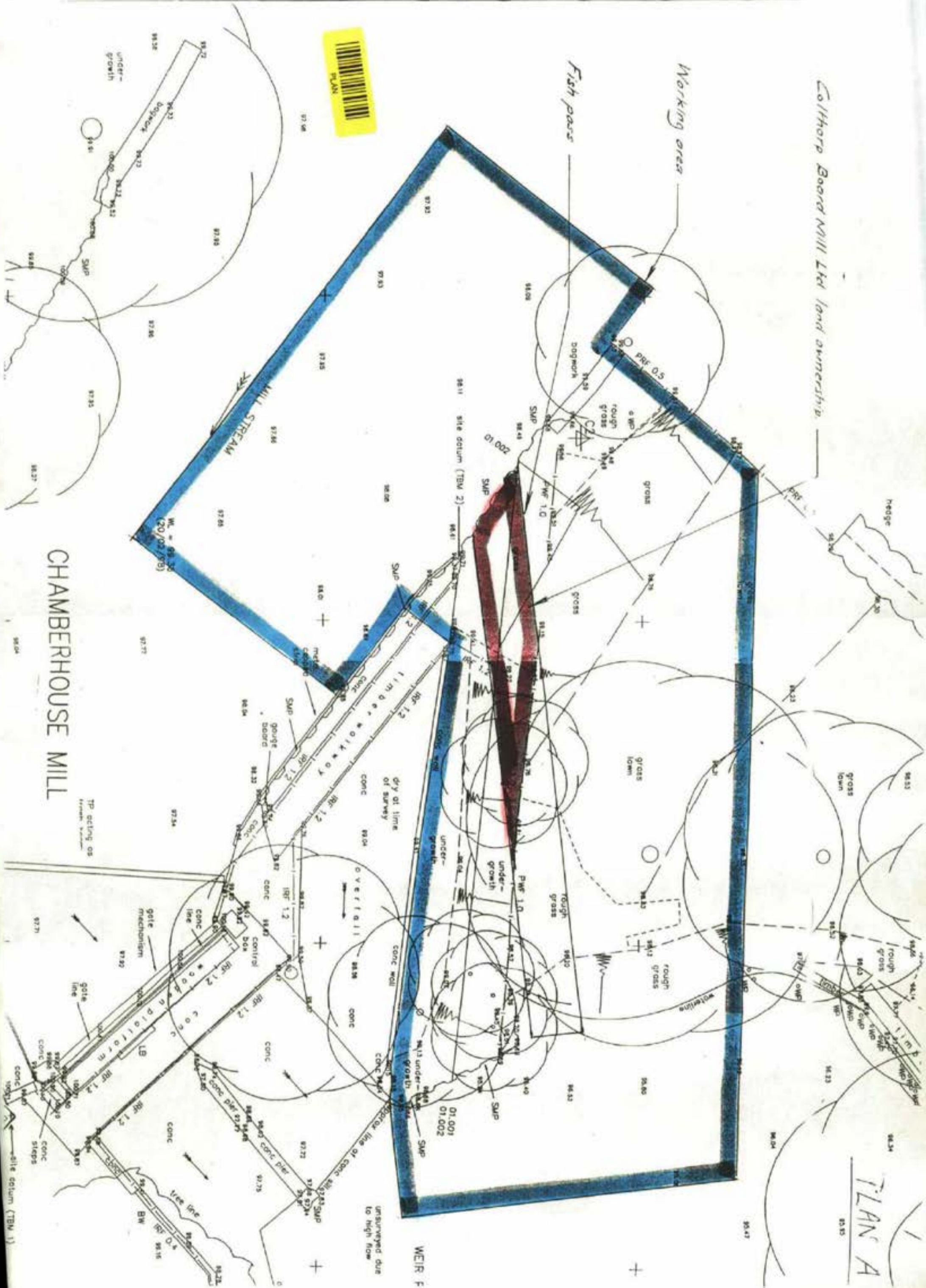
*I hereby certify that this is
a true and complete copy of
the Original*

18-08-99

**THE CONVEYANCING SOLICITOR
THE ENVIRONMENT AGENCY
KINGS MEADOW HOUSE
KINGS MEADOW ROAD
READING RG1 8DQ**

Colthorpe Board Mill Ltd land ownership

PLAN A



CHAMBERHOUSE MILL

TP setting OS
French boundary

unsurveyed due
to high flow

WEIR F

PLAN B



These are the notes referred to on the following official copy

Title Number BK326537

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

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

DATED 16th July 2015

S. GRUNDON (WASTE) LIMITED
to
SOUTHERN ELECTRIC POWER DISTRIBUTION PLC

DEED OF GRANT

of electricity cable easements
under land adjoining Chamberhouse Mill
Thatcham West Berkshire

Property Solicitor
SSE Services plc
55 Vastern Road
Reading
Berkshire
RG1 8BU
Ref: 64151/1/KH

THIS DEED made the 16th day of

July

2015

BETWEEN

(1) **S. GRUNDON (WASTE) LIMITED** (Company registered in England and Wales under No 00503618) whose registered office is at Thames House Oxford Road Benson Wallingford Oxfordshire OX10 6LX ("the Grantor"); and

(2) **SOUTHERN ELECTRIC POWER DISTRIBUTION PLC** (Company registered in England and Wales under No 4094290) whose registered office is at 55 Vastern Road Reading Berkshire RG1 8BU ("the Grantee")

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the following words and expressions shall have the following meanings:-

Access Area	means all roads drives and footpaths and other areas which provide access to the Easement Strip (as herein defined)
Cables	means all ducts pipes cables installed or to be installed along the Easement Strip and all other apparatus appurtenant thereto
Easement Strip	means that part of land along the route shown coloured green on the Plan
Grantor's Land	means the Grantor's land now comprised in the Title Number: BK326537
Plan	the plan ref. No: 131047-SGRU-EA-001-D (the "Plan") annexed to this Deed

- 1.2 The expressions "the Grantor" and "the Grantee" wherever the context so admits shall include their respective successors in title and all persons deriving title under the Grantor and the Grantee and the owners and occupiers for the time being of the Grantor's Land and where the Grantor's Land has been disposed of in parts be construed as comprising all the owners and occupiers for the time being of the respective parts
- 1.3 Words importing one gender shall be construed as importing any other gender and words importing the singular shall be construed as importing the plural and vice versa
- 1.4 This Deed shall be governed by English Law and the Parties hereto irrevocably submits to the exclusive jurisdiction of the English Courts

- 1.5 Where any party to this Deed comprises more than one person any obligations shall be joint and several obligations on the part of those persons
- 1.6 Any covenant not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done

2. GRANT

In consideration of the sum of **Three Hundred and Eighty-Seven Pounds (£387.00)** paid by the Grantee to the Grantor (the receipt of which is hereby acknowledged) the Grantor grants with full title guarantee in perpetuity the rights set out in Schedule 1

3. GRANTEE'S COVENANTS

The Grantee covenants with the Grantor to the intent that the benefit of the covenant will be annexed to and run with the Grantor's Land and every part of it to observe and perform the covenants set out in Schedule 2

4. GRANTOR'S COVENANTS

The Grantor covenants with Grantee to the intent that the burden of the covenant will run with and bind the Grantor's Land and every part of it to observe and perform the covenants set out in Schedule 3

5. GENERAL PROVISIONS

It is agreed and declared as follows:

- 5.1 The Grantee shall have the benefit of the right to enforce the Rights and the Grantor's Covenants contained in this Deed pursuant to The Contracts (Rights of Third Parties) Act 1999

Executed as a Deed and delivered on the date set out at the head of this Deed

Schedule 1 Rights Granted to the Grantee

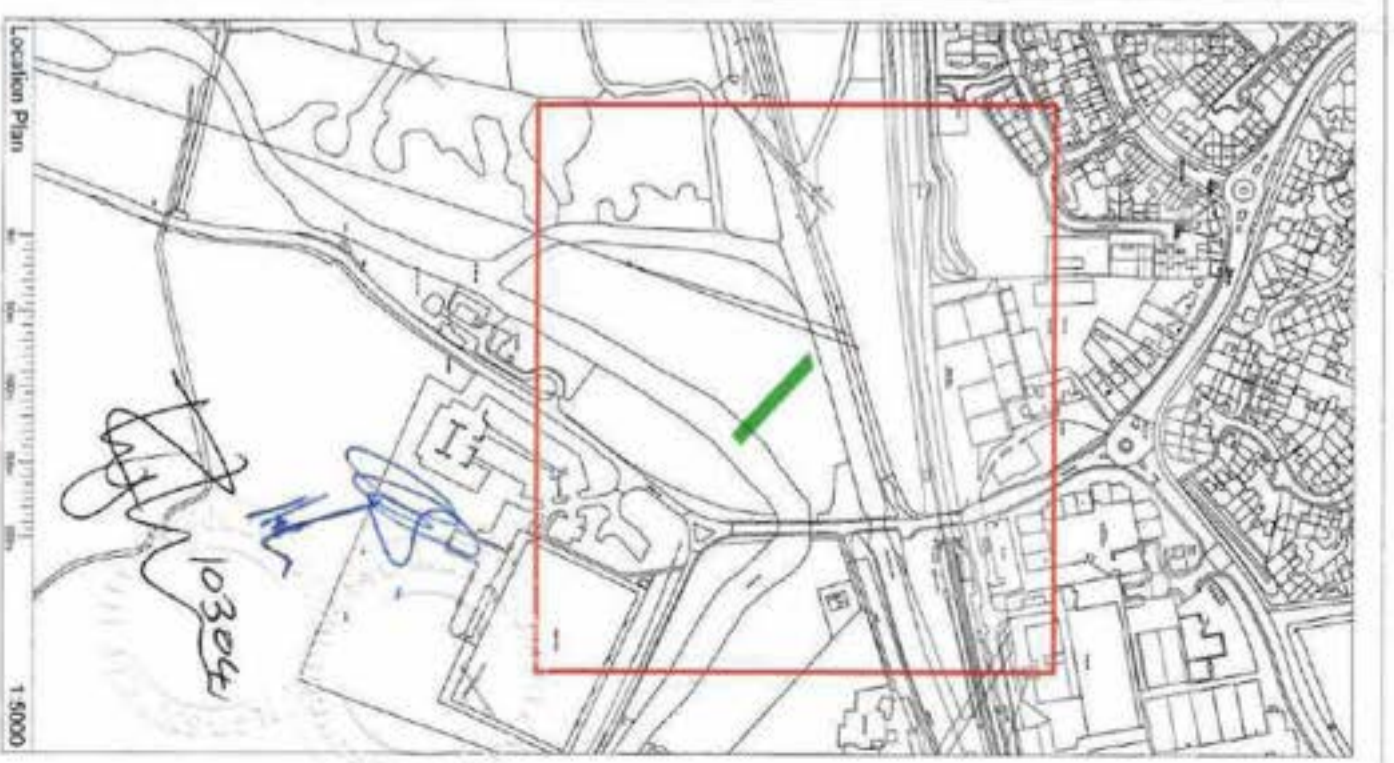
1. The right to pass and re-pass to and from all parts of the Easement Strip to and from the public highway with or without vehicles plant and equipment at all reasonable times (and at any time in cases of emergency) over and along the Access Area and to park a motor vehicle thereon for all proper purposes connected with the exercise of the Rights granted in this Schedule 1
2. The right to lay construct use inspect maintain protect repair relay replace renew supplement connect into remove or render unusable the Cables installed or to be installed in under and along the Easement Strip and in and under the said roads and ways and to break up the surface of and excavate so much of the Grantor's Land as is reasonably necessary from time to time for the purpose of exercising the rights in this Schedule the person exercising



Site Plan

1:1250

Length of Easement: 72m
Key:-
Easement



Location Plan 1:5000

10304

Grantor:- S. Genadon (Waste) Ltd		Signed:-	
Location:- Land South of Station Road, Tracham, West Berkshire, RG19 4QV	Rev. Date	Description	
Scheme Name:- Tracham - AVE Abstraction	A 16.12.2014	Key Amended	
Drawing Number:- 131047-SGRU-EA-001-D	B 17.12.2014	Easement	
Drawing Number:- SU 5264 623	C 09.03.2015	Easement	
Issue Date:- 22.04.2015	D 22.04.2015	Easement	
First Issue Date:- 10.12.2014			
App. by PJA/LJB	App. by KJG		
Shl. No. 1 of 1	Shl. No. 1 of 1		
Shl. Size A3	Shl. Size A3		



this right causing as little damage as reasonably possible and making good to the reasonable satisfaction of the Grantor or its successors in title at the sole cost of the person exercising such right any damage or disturbance caused to the Grantor's Land;

3. The full right of shelter protection and vertical and lateral support for the benefit of the Cables from the Grantor's Land

Schedule 2 Grantee's covenants

1. When exercising the rights to take reasonable precautions to avoid undue obstruction to or interference with the user of the Grantor's Land.
2. Insofar as the works to the Cables relate to the laying maintenance repair or renewal of the Cables below ground to make good and restore the surface of the Grantor's Land to its state and condition as at the date of the commencement of such works to the reasonable satisfaction of the Grantor
3. So far as is reasonably practicable and for so long as the Cables are used for or in connection with the transmission or distribution of electricity to keep the Cables in good repair and condition and upon abandonment of the whole or any part of the Cables to render the same permanently safe
4. The Grantee shall indemnify the Grantor in respect of all liabilities incurred all damage suffered and all claims demands actions and proceedings arising as a consequence of any breach of the Grantee's covenants in this Schedule 2.

Schedule 3 Grantor's Covenants with the Grantee

1. Not at anytime to cause permit or suffer to be erected or constructed any building wall fence or structure or plant any tree or shrub on or over or in the Easement Strip provided that nothing in this paragraph shall prevent the Grantor with the prior consent and under the supervision of the Grantee from installing pipes wires drains or cables or constructing roads footpaths or car parks or carrying on normal agricultural operations including fencing hedging and ditching
2. Not at anytime to do permit or suffer to be done anything whereby the cover of soil over or the support of the Cables shall be altered
3. Not to cause permit or suffer to be done on the Grantor's Land anything that may be or may be likely to cause damage to the Cables and to take all reasonable precautions to prevent any damage to the Cables
4. Not without the prior written consent of the Grantee to make permit or suffer to be made any alteration to or deposit upon nor carry out any development upon any part of the Grantor's Land so as to interfere with or obstruct the access to the Cables or interfere with the support afforded to the Cables by the surrounding ground

EXECUTED as a DEED by affixing THE)
COMMON SEAL of S. GRUNDON)
(WASTE) LIMITED)

in the presence of:-

X  X

Director

X  A.P. MURUGU X
Director/Secretary



EXECUTED as a DEED by affixing THE)
COMMON SEAL of SOUTHERN ELECTRIC)
POWER DISTRIBUTION PLC)
in the presence of:-)

Duly authorised by a resolution of the Board
of Directors of the Company pursuant to the
Company's Articles of Association.

 10304


(To be completed by the registering Authority)

The duplicate of this form must also be completed; a carbon copy will suffice

For directions, notes and fees see overleaf

Insert name and address of registering authority in space below

[_____]
 West Berkshire Council
 Council Office
 Land Charges
 Market Street
 Berkshire
 Newbury
 RG14 5LD
 [_____]

Register of local land charges

Requisition for search and official certificate of search

Requisition for search

(A separate requisition must be made in respect of each parcel of land except as explained overleaf)
 named registering authority for subsisting registrations

An official search is required in Part(s) all of the register of local land charges kept by the above-
 against the land (defined in the attached plan)² and described below

Description of land sufficient to enable it to be identified (a plan must be supplied)

LAND AT CHAMBERHOUSE MILL LANE, THATCHAM, RG19 4NZ

Name and address to which certificate is to be sent

[_____]
 Search Acumen Limited
 BOX SA100
 1 Capital Place
 Harlow, Essex
 CM19 5AS

 searchorders@phoenix-searches.co.uk
 [_____]

Signature of applicant (or his solicitor)

Search Acumen

Date:

07 / 12 / 2018

Telephone number

0800 240 47 46

Reference:

10432583

Enclosure:
 Cheque/Money Order/Postal Order/Giro

£ 144.01



Signed

on behalf of **West Berkshire District Council**

Date

3 1 DEC 2018

Official certificate of search

It is hereby certified that the search requested above reveals ~~no subsisting registrations~~

or the 1 registrations described in the Schedule hereof³ up to and including the date of the certificate.

¹ Delete if inappropriate. Otherwise insert Part(s) in which search is required

² Delete if inappropriate. (A plan should be furnished in duplicate if it is desired that a copy should be returned)

³ Delete inapplicable words. (The Parts of the Schedule should be securely attached to the certificate and the number of registrations disclosed should be inserted in the space provided. Only Parts which disclose subsisting registrations should be sent.)

⁴ Insert name of registering authority.

Directions and notes

1. This form and the duplicate should be completed and sent by post to or left at the office of the registering authority.
2. A separate requisition for search should be made in respect of each parcel of land in respect of which a search is required except where, for the purpose of a single transaction, a certificate is required in respect of two more parcels of land which have a common boundary or are separated only by a road, railway, river, stream or canal.
3. 'Parcel of land' means land (including a building or part of a building) which is separately occupied or separately rated or, if not occupied or rated, in separate ownership. For the purpose of this definition an owner is the person who (in his own right or as trustee for any other person) is entitled to receive the rack rent of land, or, where the land is not let at a rack rent, would be entitled if it were so let.
4. The certificate of the result of an official search of the register refers to any subsisting registrations, recorded against the land defined in the application for search, in the Parts of the register in respect of which the search is requested. The Parts of the register record:
 - Part 1 General financial charges.
 - Part 2 Specific financial charges.
 - Part 3 Planning charges.
 - Part 4 Miscellaneous charges.
 - Part 5 Fenland ways maintenance charges.
 - Part 6 Land Compensation charges.
 - Part 7 New towns charges.
 - Part 8 Civil aviation charges.
 - Part 9 Opencast coal charges.
 - Part 10 Listed buildings charges.
 - Part 11 Light obstruction notices.
 - Part 12 Drainage scheme charges.
5. An office copy of any entry in the register can be obtained on written request and on payment of the prescribed fee.

Fees

Applicants should consult the relevant registering authority to obtain applicable fees.

Law Society CON 29 Enquiries of the Local Authority (2016)



The Law Society

If you are applying for an electronic search, you need only supply one copy of the form and plan. If you are submitting a paper-based search, the form and plan must be submitted in duplicate. Please type or use BLOCK LETTERS.

Andy Sky
West Berkshire District Council
31 DEC 2018

A. Local Authority Name and Address
COUNCIL OFFICE,
LAND CHARGES
MARKET STREET
BERKSHIRE
RG14 5LD

Search No: 1295 DEC '18
Signed:
On Behalf of:
Local authority/private search company/member of the public (indicate as applicable)
Dated: 31 DEC 2018

B. Address of the land/property
UPRN(s):
Secondary name/number:
Primary name/number: LAND AT
Street: CHAMBERHOUSE MILL LANE
Locality/Village:
Town: THATCHAM
Postcode: RG19 4NZ

C. Other roadways, footways and footpaths in respect of which a reply to enquiry 2.1 and 3.6 is required (maximum 3 roads):

D. Fees
£ 144.01 is enclosed/is paid by NLIS transfer (delete as applicable)
Signed:
Dated: 07/12/2018
Reference: 10432583
Telephone No: 0800 240 47 46
Fax No:
E-mail: SEARCHORDERS@PHOENIX-SEARCHES.CO.UK

E. Please reply to:
SEARCH ACUMEN LIMITED
BOX SA100
1 CAPITAL PLACE
HARLOW, ESSEX
CM19 5AS
DX address:

Notes
A. Enter name and address of appropriate local authority. If the property is near a local authority boundary, consider raising certain enquiries (e.g. road schemes) with the adjoining local authority.
B. Enter address and description of the property. Please give the UPRN(s) (Unique Property Reference Number) where known. A duplicate plan is required for all searches submitted directly to a local authority. The search may be returned if land/property cannot easily be identified.
C. Enter name and/or mark on a plan any other roadways, footways and footpaths abutting the property (in addition to those entered in Box B) to which a reply to enquiries 2.1 and 3.6 is required (subject to a maximum of 3 roads excluding any Box B road).
D. Details of fees can be obtained from the local authority, your chosen NLIS Channel or search provider.
E. Enter the name and address/DX address of the person or company lodging or conducting the enquiry.

PLANNING AND BUILDING REGULATIONS

1.1. Planning and building decisions and pending applications

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

- (a) a planning permission
- (b) a listed building consent
- (c) a conservation area consent
- (d) a certificate of lawfulness of existing use or development
- (e) a certificate of lawfulness of proposed use or development
- (f) a certificate of lawfulness of proposed works for listed buildings
- (g) a heritage partnership agreement
- (h) a listed building consent order
- (i) a listed building consent order
- (j) building regulations approval
- (k) a building regulation completion certificate and
- (l) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?

1.2. Planning designations and proposals

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

ROADS AND PUBLIC RIGHTS OF WAY

Roadways, footways and footpaths

2.1. Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are:

- (a) highways maintainable at public expense
- (b) subject to adoption and, supported by a bond or bond waiver
- (c) to be made up by a local authority who will reclaim the cost from the frontagers
- (d) to be adopted by a local authority without reclaiming the cost from the frontagers

Public rights of way

- 2.2. Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?
- 2.3. Are there any pending applications to record a public right of way that abuts, or crosses the property, on a definitive map or revised definitive map?
- 2.4. Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?
- 2.5. If so, please attach a plan showing the approximate route.

OTHER MATTERS

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

- 3.1. Land required for public purposes
Is the property included in land required for public purposes?
- 3.2. Land to be acquired for road works
Is the property included in land to be acquired for road works?

3.3. Drainage matters

- (a) Is the property served by a sustainable urban drainage system (SuDS)?
- (b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?
- (c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?

3.4. Nearby road schemes

- (a) Is the property (or will it be) within 200 metres of any of the following?
 - (i) the centre line of a new trunk road or special road specified in any order, draft order or scheme
 - (ii) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway
 - (iii) the outer limits of construction works for a proposed alteration or improvement to an existing road involving
 - (i) construction of a roundabout (other than a mini roundabout), or
 - (ii) widening by construction of one or more additional traffic lanes
- (b) the outer limits of
 - (i) construction of a new road to be built by a local authority
 - (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway
 - (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes
- (c) the centre line of the proposed route of a new road under proposals published for public consultation
- (d) the outer limits of
 - (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway
 - (ii) construction of a roundabout (other than a mini roundabout)
 - (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation

3.5. Nearby railway schemes

- (a) Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?
- (b) Are there any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?

3.6. Traffic schemes

- Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in Boxes B and C and are within 200 metres of the boundaries of the property?
 - (a) permanent stopping up or diversion?
 - (b) waiting or loading restrictions
 - (c) one way driving
 - (d) prohibition of driving
 - (e) pedestrianisation
 - (f) vehicle width or weight restriction
 - (g) traffic calming works including road humps
 - (h) residents parking controls
 - (i) minor road widening or improvement
 - (j) pedestrian crossings
 - (k) cycle tracks
 - (l) bridge building

- (m) outstanding notices
- Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this form?
 - (a) building works
 - (b) environment
 - (c) health and safety
 - (d) housing
 - (e) highways
 - (f) public health
 - (g) flood and coastal erosion risk management

3.7. Outstanding notices

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

- (a) building works
- (b) environment
- (c) health and safety
- (d) housing
- (e) highways
- (f) public health
- (g) flood and coastal erosion risk management

3.8. Contravention of building regulations

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

3.9. Notices, orders, directions and proceedings under Planning Acts

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

- (a) an enforcement notice
- (b) a stop notice
- (c) a listed building enforcement notice
- (d) a breach of condition notice
- (e) a planning contravention notice
- (f) another notice relating to breach of planning control
- (g) a listed building repairs notice
- (h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation
- (i) a building preservation notice
- (j) a direction restricting permitted development
- (k) an order revoking or modifying planning permission
- (l) an order requiring discontinuance of use or alteration or removal of building or works
- (m) a tree preservation order
- (n) proceedings to enforce a planning agreement or planning contribution

3.10. Community Infrastructure Levy (CIL)

- (a) Is there a CIL charging schedule?
- (b) If yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following?

- (i) a liability notice?
- (ii) a notice of chargeable development?
- (iii) a demand notice?
- (iv) a default liability notice?
- (v) an appeal/objection notice?
- (vi) a commencement notice?

- (c) Has any demand notice been suspended?
- (d) Has the Local Authority received full or part payment of any CIL liability?
- (e) Has the Local Authority received any appeal against any of the above?
- (f) Has a decision been taken to apply for a liability order?
- (g) Has a liability order been granted?
- (h) Have any other enforcement measures been taken?

3.11. Conservation area

- Do the following apply in relation to the property?
 - (a) the making of the area a conservation area before 31 August 1974
 - (b) an unimplemented resolution to designate the area a conservation area

3.12. Compulsory purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property?

3.13. Contaminated land

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

- (a) a contaminated land notice
- (b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990
 - (i) a decision to make an entry
 - (ii) an entry
- (c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice

3.14. Radon gas

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

3.15. Assets of Community Value

- (a) Has the property been nominated as an asset of community value? If so:
 - (i) Is it listed as an asset of community value?
 - (ii) Was it excluded and placed on the nominated but not listed list?
 - (iii) Has the listing expired?
 - (iv) Is the Local Authority reviewing or proposing to review the listing?
 - (v) Are there any subsisting appeals against the listing?
- (b) If the property is listed:
 - (i) Has the Local Authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property?
 - (ii) Has the Local Authority received a notice of disposal?
 - (iii) Has any community interest group requested to be treated as a bidder?

NOTES

1. References to the provisions of particular Acts of Parliament or Regulations include any provisions which they have replaced and also include existing or future amendments or replacements.
2. The notes set out below are for the benefit of the user and are in accordance with information presently available to the officers of the registering local authority. But none of the local authorities or their officers accepts legal responsibility for an inaccuracy, error or negligence. Any legal responsibility for inaccuracies will be owed to the person who issued the enquiry and the person to whose behalf they were issued. It will also be owed to any other person who has knowledge (personally or through an agent) of the inaccuracy before the time when he purchases, takes a tenancy of, or lends money on the security of the property or (if entered) the time when he becomes contractually bound to do so.
3. Free Form should be used in conjunction with the guidance notes available separately.
4. Where there are any areas in which the property is located.
5. References to the Local Authority include any predecessor Local Authority and also any Local Authority committee, sub-committee or other body or person exercising powers delegated by the Local Authority and their approval includes their decision to proceed. The notes given to certain enquiries cover knowledge and address of both the District Local Authority and County Local Authority.
6. Where relevant, the courts department for copy documents should be provided.

Law Society CON 290 Enquiries of local authority (2016)



If you are applying for an electronic search, you need only supply one copy of the form and plan. If you are submitting a paper-based search, the form and plan must be submitted in duplicate. Please type or use BLOCK LETTERS

A.

Local authority name and address:
COUNCIL OFFICE,
LAND CHARGES
MARKET STREET
BERKSHIRE
RG14 5LD

Search No: 1295 12 DEC 18
Signed:
On behalf of:
Local authority/private search company/member of the public: (Indicate as appropriate)
Dated: 31 DEC 2018

B.

Address of the land/property:
UPRN(s)
Secondary name/number:
Primary name/number: LAND AT
Street: CHAMBERHOUSE MILL LANE
Locality/Village:
Town: THATCHAM
Postcode: RG19 4NZ

C.

Optional enquiries (please tick as required)
4. Road proposals by private bodies
5. Advertisements
6. Completion Notices
7. Parks and countryside
8. Pipelines
9. Houses in Multiple Occupation
10. Noise Abatement
11. Urban Development Areas
12. Enterprise Zones, Local Development Orders and BIDs
13. Inner urban improvement areas
14. Simplified planning zones
15. Land maintenance notices
16. Mineral consultation and safeguarding areas
17. Hazardous substance consents
18. Environmental and pollution notices
19. Food safety notices
20. Hedgerow notices
21. Flood Defence and Land Drainage consents
22. Common Land and Town or Village Greens

D.

Fees
E 144 01 is enclosed/is paid by NLIS transfer (delete as applicable)
Signed
Dated: 07/12/2018
Reference: 10432563
Tel No: 0800 240 47 48
Fax No:
Email: SEARCHORDERS@PHOENIX-SEARCHES.CO.UK

Notes

E.

Please reply to:
SEARCH AGUMEN LIMITED
BOX SA100
1 CAPITAL PLACE
HARLOW, ESSEX
CM19 5AS
DX Address:

A. Enter name and address of appropriate local authority, if the property is near a local authority boundary, consider raising certain enquiries (e.g. road schemes) with the adjoining local authority
B. Enter address and description of the property. Please quote the UPRN(s) (Unique Property Reference Number) where known. A duplicate plan is required for all searches submitted directly to a local authority. The search may be returned if land/property cannot easily be identified.
D. Details of fees can be obtained from the local authority, your chosen NLIS Channel or Search Provider.
E. Enter the name and address/DX address of the person or company lodging or conducting this enquiry



ROAD PROPOSALS BY PRIVATE BODIES

4. What proposals by others have been approved, or are the subject of pending applications, the limits of construction of which are adjoining or adjacent to the property, for-
(a) the construction of a new road, or
(b) the alteration or improvement of an existing road, involving the construction, whether or not within existing highway limits, of a subway, underpass, flyover, footbridge, elevated road, dual carriageway, the construction of a roundabout (other than a mini roundabout) or the widening of an existing road by the construction of one or more additional traffic lanes?

ADVERTISEMENTS

Entries in the register

5.1. Please list any entries in the register of applications, directions and decisions relating to consent for the display of advertisements.

5.2. If there are any entries, where can that register be inspected?

Notices, proceedings and orders

5.3. Except as shown in the official certificate of search:

(a) Has any notice been given by the Secretary of State or served in respect of a direction or proposed direction restricting deemed consent for any class of advertisement?

(b) Has the local authority resolved to serve a notice requiring the display of any advertisement to be discontinued?

(c) If a discontinuance notice has been served, has it been complied with to the satisfaction of the local authority?

(d) Has the local authority resolved to serve any other notice or proceedings relating to a contravention of the control of advertisements?

(e) Has the local authority resolved to make an order for the special control of advertisements for the area?

COMPLETION NOTICES

6. Which of the planning permissions in force has the local authority resolved to terminate by means of a completion notice under s.84 of the Town & Country Planning Act 1990?

PARKS AND COUNTRYSIDE

Areas of Outstanding Natural Beauty

7.1. Has any order under s.82 of the Countryside and Rights of Way Act 2000 been made?

National Parks

7.2. Is the property within a National Park designated under s.7 of the National Parks and Access to the Countryside Act 1949?

PIPELINES

8. Has a map been deposited under s.35 of the Pipelines Act 1962, or Schedule 7 of the Gas Act 1986, showing a pipeline laid through, or within 100 feet (30.48 metres) of the property?

HOUSES IN MULTIPLE OCCUPATION

9. Is the property a house in multiple occupation, or is it designated or proposed to be designated for selective licensing of residential accommodation in accordance with the Housing Act 2004?

NOISE ABATEMENT

Noise Abatement Zone

10.1. Has the local authority made, or resolved to make, any noise abatement zone order under s.63 of the Control of Pollution Act 1974 for the area?

Entries in Register

10.2. Has any entry been recorded in the Noise Level Register kept pursuant to s.64 of the Control of Pollution Act 1974?

10.3. If there is any entry, how can copies be obtained and where can that Register be inspected?

URBAN DEVELOPMENT AREAS

11.1. Is the area an urban development area designated under Part XVI of the Local Government, Planning and Land Act 1980?

11.2. If so, please state the name of the urban development corporation and the address of its principal office.

ENTERPRISE ZONES, LOCAL DEVELOPMENT ORDERS & BIDS

12.1. Is the area designated as an enterprise zone?

12.2. Is the area subject to a local development order?

12.3. Is the area a business improvement district (BID)?

INNER URBAN IMPROVEMENT AREAS

13. Has the local authority resolved to define the area as an improvement area under s.4 of the Inner Urban Areas Act 1978?

SIMPLIFIED PLANNING ZONES

14.1. Is the area a simplified planning zone adopted or approved pursuant to s.83 of the Town & Country Planning Act 1990?

14.2. Has the local authority approved any proposal for designating the area as a simplified planning zone?

LAND MAINTENANCE NOTICES

15. Has the local authority authorised the service of a maintenance notice under s.216 of the Town & Country Planning Act 1990?

MINERAL CONSULTATION AND SAFEGUARDING AREAS

16. Is the area a mineral consultation area or mineral safeguarding area notified by the county planning authority under Schedule 1 para 7 of the Town & Country Planning Act 1990?

HAZARDOUS SUBSTANCE CONSENTS

17.1. Please list any entries in the Register kept pursuant to s.26 of the Planning (Hazardous Substances) Act 1990.

17.2. If there are any entries:

(a) How can copies of the entries be obtained?

(b) Where can the Register be inspected?

ENVIRONMENTAL AND POLLUTION NOTICES

18. What outstanding statutory or informal notices have been issued by the local authority under the Environmental Protection Act 1990 or the Control of Pollution Act 1974? (This enquiry does not cover notices under Part IIA or Part II of the EPA, to which enquiries 3.7 or 3.13 apply)

FOOD SAFETY NOTICES

19. What outstanding statutory notices or informal notices have been issued by the local authority under the Food Safety Act 1990 or the Food Safety and Hygiene (England) Regulations 2013?

HEDGEROW NOTICES

20.1. Please list any entries in the record maintained under regulation 10 of the Hedgerows Regulations 1997.

20.2. If there are any entries:

(a) How can copies of the matters entered be obtained?

(b) Where can the record be inspected?

FLOOD DEFENCE AND LAND DRAINAGE CONSENTS

21. Has any flood defence or land drainage consent relating to the property been given or refused, or (if applicable) is the subject of a pending application?

COMMON LAND AND TOWN OR VILLAGE GREEN

22.1. Is the property, or any land which abuts the property, registered common land or town or village green under the Commons Registration Act 1965 or the Commons Act 2006?

22.2. Is there any prescribed information about maps and statements, deposited under s.15A of the Commons Act 2006, in the register maintained under s.15B(1) of the Commons Act 2006 or under s.31A of the Highways Act 1980?

22.3. If there are any entries, how can copies of the matters registered be obtained, and where can the register be inspected?

Notes

- References to the provisions of particular Acts of Parliament or Regulations include any provisions which they have replaced and also include existing or future amendments or re-enactments.
- The notes will be given in the belief that they are in accordance with information presently available to the officers of the reporting local authority, but none of the local authorities or their officers accepts legal responsibility for an incorrect reply, except for negligence. Any legal responsibility for negligence will be placed on the person who issued the enquiries and the person or whose behalf they were asked. It will also be placed on any other person who has knowledge (personally or through an agent) of the replies before the time when he purchases, leases a tenancy of, or lends money on the security of the property or if varied the time when he becomes contractually bound to do so.
- The form should be read in conjunction with the guidance notes available separately.
- Free inserts any area in which the property is located.
- References to 'the local authority' include any predecessor local authority and also any local authority committee, sub-committee or other body or person exercising powers delegated by the local authority and their 'agents' includes their decision to proceed. The replies given to certain enquiries cover knowledge and actions of both the district local authority and county local authority.
- Where relevant, the source department for copy documents should be provided.



Local Land Charges – Con 29 Standard Enquiries

West Berkshire Council Search No: 1295/ 2018-19

Solicitor reference: SA

WBC Officer: Steve Mann

Date: 31 December 2018

Property address: Land at Chamberhouse, Mill Lane THATCHAM



Signed:

1. PLANNING & BUILDING REGULATIONS

1.1 Planning & Building Regulation Decisions & Pending Applications

- a) NONE
- b) NONE
- c) NONE
- d) NONE
- e) NONE - as from 1 June 2000
- f) NONE
- g) NONE
- h) NONE
- i) NONE
- j) NONE- as from 1 June 2000
- k) NONE- as from 1 April 2002
- l) NONE

Copies of any of the above documents can be obtained from:
 Planning Services, Registration Section, Council Offices, Market
 Street, Newbury, Berkshire, RG14 5LD (01635 519111) or
plns@wbcc.gov.uk

1.2 Planning Designations and Proposals

No Specific Proposals.

West Berkshire District Core Strategy 2008-2026,
 adopted July 2012.

2. ROADS AND PUBLIC RIGHTS OF WAY

2.1 Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are:

- a) YES as to Mill Lane

- b) NONE
- c) NONE
- d) NONE

Public rights of way

2.2 Is any public right of way which abuts on, or crosses the property, shown in a definitive map or revised definitive map?

YES Bridleway- 25 - THATCHAM

2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property not yet implemented or shown on a definitive map?

NO

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

NO

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

SEE ATTACHED

OTHER MATTERS:

Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property?
 If so, how many copies of relevant documents can be obtained?
Note: Matters entered onto the Local Land Charges Register, or visible by property/site inspection, will not be referred to (where relevant) in answer to the enquiries 3.1 to 3.5 below.

3.1 Land required for Public Purposes

Is that property included in land required for public purposes

NO

3.2 Land to be acquired for Road Works

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

NO

3.3 Drainage Matters

- a) NO
- b) NO, if yes NO
- c)

Please refer to the planning consents revealed in Part III of the Land Charges Search, if any. Enquiries should also be made of the local sewerage authority (Thames Water).

3.4 Nearby road schemes

- a) NO
- b) NO
- c) i) NO ii) NO
- d) i) NO ii) NO iii) NO
- e) NO
- f) i) NO ii) NO iii) NO

3.5 Nearby railway schemes

- a) NO
- b) NO

3.6 Traffic schemes

- a) NO
- b) NO
- c) NO
- d) NO
- e) NO
- f) NO
- g) NO
- h) NO
- i) NO
- j) NO
- k) NO
- l) NO

3.7 Outstanding orders

- a) NO
- b) NO
- c) NO
- d) NO
- e) NO
- f) NO
- g) NO

3.8 Contravention of building regulations

NO

3.9 Notices, orders, directions and proceedings under Planning Acts

- a) NO
- b) NO
- c) NO
- d) NO
- e) NO
- f) NO
- g) NO
- h) NO
- i) NO
- j) NO
- k) NO
- l) NO
- m) NO
- n) NO

3.10 Community infrastructure levy (CIL)

- a) YES
- b) NO, if yes:
 - i) NO ii) NO iii) NO iv) NO
 - v) NO vi) NO
- c) NO
- d) NO
- e) NO
- f) NO
- g) NO
- h) NO

3.11 Conservation area

- a) NO
- b) NO

3.12 Compulsory purchase

NO

3.13 Contaminated land

- a) NO
- b) i) NO ii) NO
- c) NO

3.14 Radon gas

West Berkshire is in a Radon Gas Area. It is recommended that the level of radon gas should be measured in all properties within Radon affected areas. All enquiries should be made to Public Health England.

3.15 Assets of community value

- a) NO, if yes
 - i) N/A ii) N/A iii) N/A iv) N/A v) N/A
- b) NO, if yes
 - i) N/A ii) N/A iii) N/A

DISCLAIMER:

These replies have been given in accordance with the notes appended to CON29 form.

The replies will be given in the belief that they are in accordance with information presently available to the officers of the council, but neither the council nor its officers accepts legal responsibility for any incorrect reply, except for negligence. Any legal responsibility for negligence will be owed to the person who raised the enquiries and the person on whose behalf they were raised. It will also be owed to any other person who has knowledge (personally or through an agent) of the replies before the time when he purchases, takes a tenancy of, or lends money on the security of the property or (if earlier) the time when he becomes contractually bound to do so.

This form should be read in conjunction with the guidance notes available separately.

Area means any area in which the property is located.

References to the council or include a predecessor local authority and also any local authority committee, sub-committee or other body or person exercising powers delegated by the local authority and their approval includes their decision to proceed. The replies given to certain enquiries cover knowledge and actions of both the council, or any or predecessor district local authority and county local authority.

Where relevant, the source department of copy documents will be provided, where available.

INFORMATIVE NOTES TO BE READ IN CONJUNCTION WITH ANSWERS TO CON 29 STANDARD ENQUIRIES

Please note: West Berkshire Council have adopted discretionary powers in relation to discounts and the amount of council tax payable on domestic property. These may differ from those previously known or in place in other councils. Prospective purchasers are advised to contact the council tax team (counciltax@westberks.gov.uk or (01635 519520) to establish any specific factors affecting the property they are considering.

- Q1.1** The Council's computerised records of Building Regulation Approvals do not extend back before 1 June 2000 and this reply covers only the period since that date. Prior records would have to be searched manually at additional cost.
- The Council's computerised records of Building Regulation Completion Certificates do not extend back before 1 June 2000 and this reply covers only the period since that date. Prior records would have to be searched manually at additional cost.
- This reply does not cover other properties in the vicinity of the property.
- As from 1 April 2002 the installation of a replacement window, rooflight or roof window or specified type of glazed door must either have building regulation approval or be carried out and certified by a person who is registered under the Fenestration Self Assessment Scheme by the Glass and glazing Federation.
- Q1.1 (f)** The local authority may not always be aware of such works and enquiries should also be made of the seller.
- Q1.2** This reply reflects the Policies or Proposals in any existing adopted Development Plan and in any formally Proposed Alteration or Replacement Plan, but does not include Policies contained in Planning Guidance Notes or Supplementary Planning documents. Further enquiries should be made to the local authority Planning Policy Department.
- Q2.1** If a road, footpath or footway is not a highway, there may be no right to use it. The Council cannot express an opinion, without seeing the title plan of the property and carrying out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.
- Q2.5** The definitive map is not conclusive proof that no public footpath or byway exists. A definitive map for West Berkshire Council was published in 2000. However, a survey of all paths has not been completed and whilst this does not preclude the existence of unrecorded rights of way, the local authority is unaware of any claimed rights of way existing over the search site. If in doubt, please contact the Planning and Countryside Department for further information.

INFORMATIVE NOTES TO BE READ IN CONJUNCTION WITH ANSWERS TO CON 29 STANDARD ENQUIRIES

- Other matters** Matters already entered on the Local Land Chargers Register will not be revealed to in answer to this enquiry.
- Q3.1** Matters already entered on the Local Land Chargers Register will not be revealed to in answer to this enquiry.
- Q3.2** Matters already entered on the Local Land Chargers Register will not be revealed to in answer to this enquiry.
- Q3.4** For further information please contact: West Berkshire Council, Highways Department, Council Offices, Market Street, Newbury, Berkshire, RG14 5LD.
A mini roundabout is a roundabout having a one-way circulatory carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches.
- Q3.5 (b)** In the event that this property sits near to the local authority boundary, enquirers are advised to seek further information from the neighbouring local authority.
- Q3.6 (l)** In some circumstances, road closure orders can be obtained by third parties from magistrates courts or can be made by the Secretary of State for Transport, without involving the Council.
This enquiry is designed to reveal matters that are not yet to be implemented and could not therefore be ascertained by a visual inspection. Schemes that have been, or are currently being implemented will not be referred to in answer to this enquiry.
In the event that this property sits near to the local authority boundary, enquirers are advised to seek further information from the neighbouring local authority.
- Q3.7** Matters already entered on the Local Land Chargers Register will not be revealed to in answer to this enquiry.
- Q3.9** Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.
- Q3.10** Matters already entered on the Local Land Chargers Register will not be revealed to in answer to this enquiry.
- Q3.12** Matters already entered on the Local Land Chargers Register will not be revealed to in answer to this enquiry.
- Q3.13** A negative reply does not imply that the property or any adjoining or adjacent land is free from contamination or from the risk of it, and the reply may not disclose steps taken by another Council in whose area adjacent or adjoining land is situated.
- Q3.15** Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

Local Land Charges – Con 290 Optional Enquiries

West Berkshire Council Search No: 1295/ 2018-19

Solicitor Ref: SA

West Berkshire Council
Council Offices Market Street Newbury RG14 5LD
Switchboard: (01635) 43400 Fax: (01635) 519431
Document Exchange: DX 30825 Newbury

WBC Officer: Steve Mann

Date: 31 December 2018

Property address: Land at Chamberhouse, Mill Lane THATCHAM



Signed:

22. COMMON LAND AND TOWN OR VILLAGE
GREEN

22.1 NO
22.2 NO

Please contact Legal Services, West Berkshire
Council, Council Offices, Market Street, Newbury,
Berkshire, RG14 5LD.

DISCLAIMER:

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This form should be read in conjunction with the guidance notes available separately.

Area means any area in which the property is located.

References to the council or include a predecessor local authority and also any local authority committee, sub-committee or other body or person exercising powers delegated by the local authority and their approval includes their decision to proceed. The replies given to certain enquiries cover knowledge and actions of both the council, or any or predecessor district local authority and county local authority.

Where relevant, the source department of copy documents will be provided, where available.

INFORMATIVE NOTES TO BE READ IN CONJUNCTION WITH ANSWERS TO CON 290 (OPTIONAL ENQUIRIES)

Please note: West Berkshire Council have adopted discretionary powers in relation to discounts and the amount of council tax payable on domestic property. These may differ from those previously known or in place in other councils. Prospective purchasers are advised to contact the council tax team (counciltax@westberks.gov.uk or (01635 519520) to establish any specific factors affecting the property they are considering.

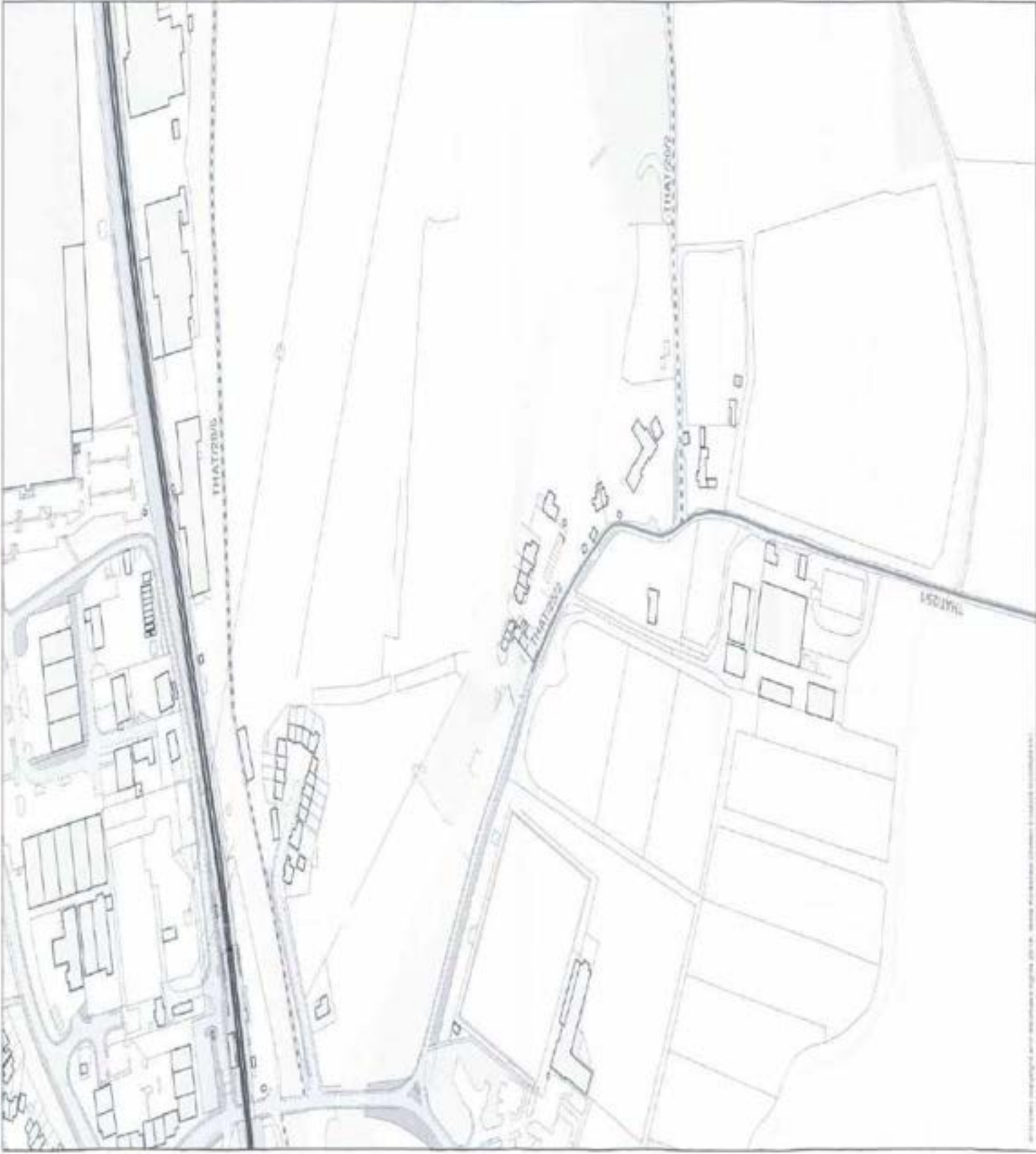
- Q8** You are advised to seek further information from <http://www.linesearchbeforeudig.co.uk>
LinesearchbeforeUdig (LSBUD) is a free to use internet based enquiry service available 24/7. It provides a single point of contact for all enquiries relating to the apparatus owned and/or operated by the Asset Owners protected by LSBUD, including underground and overhead transmission/distribution electricity networks, transmission/distribution gas networks, oil pipelines, and fibre optic networks.
- Q9** Registered houses of multiple occupation are recorded on a public register and are constantly under review. This can be requested from the Public Protection Service.

Part 4 Miscellaneous Charges

1 Description of charge (including reference to appropriate statutory provision)	2 Originating authority	3 Places where relevant documents may be inspected	4 Date of registration
<p>Notice issued under Section 28(1) of the Wildlife & Countryside Act 1981, in respect of a Site of Special Scientific Interest on the River Kennel.</p>	<p>English Nature</p>	<p>Thames Chiltern Team Foxholt House Crockham Common Thatcham RG19 8EL</p>	<p>1 November 1995</p>

Land at Chamberhouse, Mill Lane, Thatcham

12042/2011/8-10



Legend

COMMON LAND

PUBLIC RIGHTS OF WAY

- Boundary
- Right of Way
- Footpath
- Electricity/Tower

VILLAGE GREEN REGISTER

© Crown copyright and database rights 2018. Map data from Ordnance Survey. OSN 0100024151.

10/12/2018
1:25000

WATER & POWER



Search Acumen
Vinters Park
New Cut Road
Maidstone
ME14 5NZ

Search address supplied	Land At, Chamberhouse Mill Lane, Thatcham, RG19 4NZ
Your reference	SA1043258-10432584
Our reference	CDWS/CDWS Standard/2018_3922850
Received date	7 December 2018
Search date	10 December 2018

Keeping you up-to-date

Notification of Price Changes

From 1 September 2018 Thames Water Property Searches will be increasing the price of its Residential CON29DW and Commercial Drainage & Water Enquiries in line with RPI at 3.23%.

For further details on the price increase, please visit our website: www.thameswater-propertysearches.co.uk
Please note that any orders received with a higher payment prior to the 1 September 2018 will be non-refundable.



Thames Water Utilities Ltd
Property Searches, PO Box 3189, Slough SL1 4WW
DX 151280 Slough 13



searches@thameswater.co.uk
www.thameswater-propertysearches.co.uk



0845 070 9148

Question	Summary Answer
----------	----------------

Maps, Wayleaves, Easements, Manhole Cover and Invert levels

1.1	Where relevant, please include a copy of an extract from the public sewer map.	Map Provided
1.2	Where relevant, please include a copy of an extract from the map of waterworks.	Map Provided
1.3	Is there a wayleave/easement agreement giving Thames Water the right to lay or maintain assets or right of access to pass through private land in order to reach the Company's assets?	No
1.4	On the copy extract from the public sewer map, please show manhole cover, depth and invert levels where the information is available.	See Details

Drainage

2.1	Does foul water from the property drain to a public sewer?	See Details
2.2	Does surface water from the property drain to a public sewer?	See Details
2.3	Is a surface water drainage charge payable?	See Details
2.4	Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	No
2.4.1	Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?	No
2.5	Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	See Details
2.5.1	Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the 50metres of any buildings within the property?	No
2.6	Are any sewers or lateral drains serving, or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No
2.7	Has a sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?	No
2.8	Is the building which is or forms part of the property, at risk of internal flooding due to overloaded public sewers?	Not At Risk
2.9	Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	2.934 Kilometres

Water

3.1	Is the property connected to mains water supply?	See Details
3.2	Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	No
3.3	Is any water main or service pipe serving or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No
3.4	Is the property at risk of receiving low water pressure or flow?	See Details
3.5	What is the classification of the water supply for the property?	See Details
3.6	Please include details of the location of any water meter serving the property.	See Details

Question

Summary Answer

Charging

4.1.1	Who are the sewerage undertakers for the area?	Thames Water
4.1.2	Who are the water undertakers for the area?	Thames Water
4.2	Who bills the property for sewerage services?	See Details
4.3	Who bills the property for water services?	See Details
4.4	Is there a meter installed at this property?	No
4.5	Are there any trade effluent consents relating to this site/property for disposal of chemically enhanced waste?	No

Search address supplied: Land At, Chamberhouse Mill Lane, Thatcham, RG19 4NZ

Any new owner or occupier will need to contact Thames Water on 0800 316 9800 or log onto our website www.thameswater.co.uk and complete our online form to change the water and drainage services bills to their name.

The following records were searched in compiling this report: - the map of public sewers, the map of waterworks, water and sewer billing records, adoption of public sewer records, building over public sewer records, the register of properties subject to internal foul flooding, the register of properties subject to poor water pressure and the drinking water register.

Thames Water Utilities Ltd (TWUL) holds all of these.

TWUL, trading as Property Searches, are responsible in respect of the following:-

- (i) any negligent or incorrect entry in the records searched
- (ii) any negligent or incorrect interpretation of the records searched
- (iii) any negligent or incorrect recording of that interpretation in the search report
- (iv) and compensation payments

Please refer to the attached [Terms & Conditions](#). Customers and clients are asked to note these terms, which govern the basis on which this Commercial Drainage and Water search is supplied.



Thames Water Property Searches is an Executive member of CoPSO (Council of Property Search Organisations).

Maps, Wayleaves, Easements, Manhole Cover and Invert levels

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

A copy of an extract of the public sewer map is included, showing the public sewers, disposal mains and lateral drains in the vicinity of the property.

1.2 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 mains or discharge pipes in the vicinity of the property.

1.3 Wayleaves & Easements

Is there a wayleave/easement agreement giving Thames Water the right to lay or maintain assets or right of access to pass through private land in order to reach the Company's assets?

No.

1.4 Manhole

On the copy extract from the public sewer map, please show manhole cover, depth and invert levels where the information is available.

Details of any manhole cover and invert levels applicable to this site are enclosed.

Drainage

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

The enquiry appears to relate to a plot of land or a recently built property. It is recommended that drainage proposals are checked with the developer.

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

Records indicate that this enquiry relates to a plot of land or a recently built property. It is recommended that the drainage proposals are checked with the developer. If the property was constructed after 6th April 2015 the Surface Water drainage may be served by a Sustainable Drainage System (SuDS). Further information may be available from the Developer.

2.3 Is a surface water drainage charge payable?

This enquiry appears to relate to a plot of land or a recently built property. It is recommended that charging proposals are checked with the developer. If the property was constructed after 6th April 2015 the Surface Water drainage may be served by a Sustainable Drainage System (SuDS). Further information may be available from the Developer.

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

The public sewer map indicates that there are no public sewers, disposal mains or lateral drains within the boundaries of the property. However, from the 1st October 2011 there may be lateral drains and/or public sewers which are not recorded on the public sewer map but which may prevent or restrict development of the property.

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

The public sewer map included indicates that there is no public pumping station within the boundaries of the property.

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

The public sewer map indicates that there are no public sewers within 30.48 metres (100 feet) of any buildings within the property.

However, from the 1st October 2011 many private sewers were transferred into public ownership and may not be recorded on the public sewer map and it is our professional opinion that if the property is connected to a foul sewer it is likely that there will be a public sewer within 30.48 metres (100 feet) of any buildings within the property.

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

The public sewer map included indicates that there is no public pumping station within 50 metres of any buildings within the property.

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

Records confirm that Foul sewers serving the development, of which the property forms part are not the subject of an existing adoption agreement or an application for such an agreement.

The Surface Water sewer(s) and/or Surface Water lateral drain(s) are not the subject of an adoption agreement.

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

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

2.8 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 the 1st October 2011 most 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.

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

The nearest sewage treatment works is Midgham STW which is 2.934 kilometres to the north east of the property.

Water

3.1 Is the property connected to mains water supply?

The enquiry appears to relate to a plot of land or a recently built property. It is recommended that the water proposals are checked with the developer.

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

The map of waterworks does not indicate any water mains, resource mains or discharge pipes within the boundaries of the property.

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

Records 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.

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

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

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

The water supplied to the property has an average water Hardness of 96.2mg/l calcium which is defined as Hard by Thames Water.

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

This enquiry appears to relate to a plot of land or a recently built property. It is recommended that drainage proposals are checked with the developer.

Charging

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

Thames Water Utilities Limited, Clearwater Court, Reading, RG1 8DB is the sewerage undertaker for the area.

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

Thames Water Utilities Limited, Clearwater Court, Reading, RG1 8DB is the water undertaker for the area.

4.2 Who bills the property for sewerage services?

If you wish to know who bills the sewerage services for this property then you will need to contact the current owner. For a list of all potential retailers of sewerage services for the property please visit www.open-water.org.uk

4.3 Who bills the property for water services?

If you wish to know who bills the water services for this property then you will need to contact the current owner. For a list of all potential retailers of water services for the property please visit www.open-water.org.uk

4.4 Is there a meter installed at this property?

Records indicate that there is no meter installed at this property.

4.5 Trade Effluent Consent

Are there any trade effluent consents relating to this site/property for disposal of chemically enhanced waste?

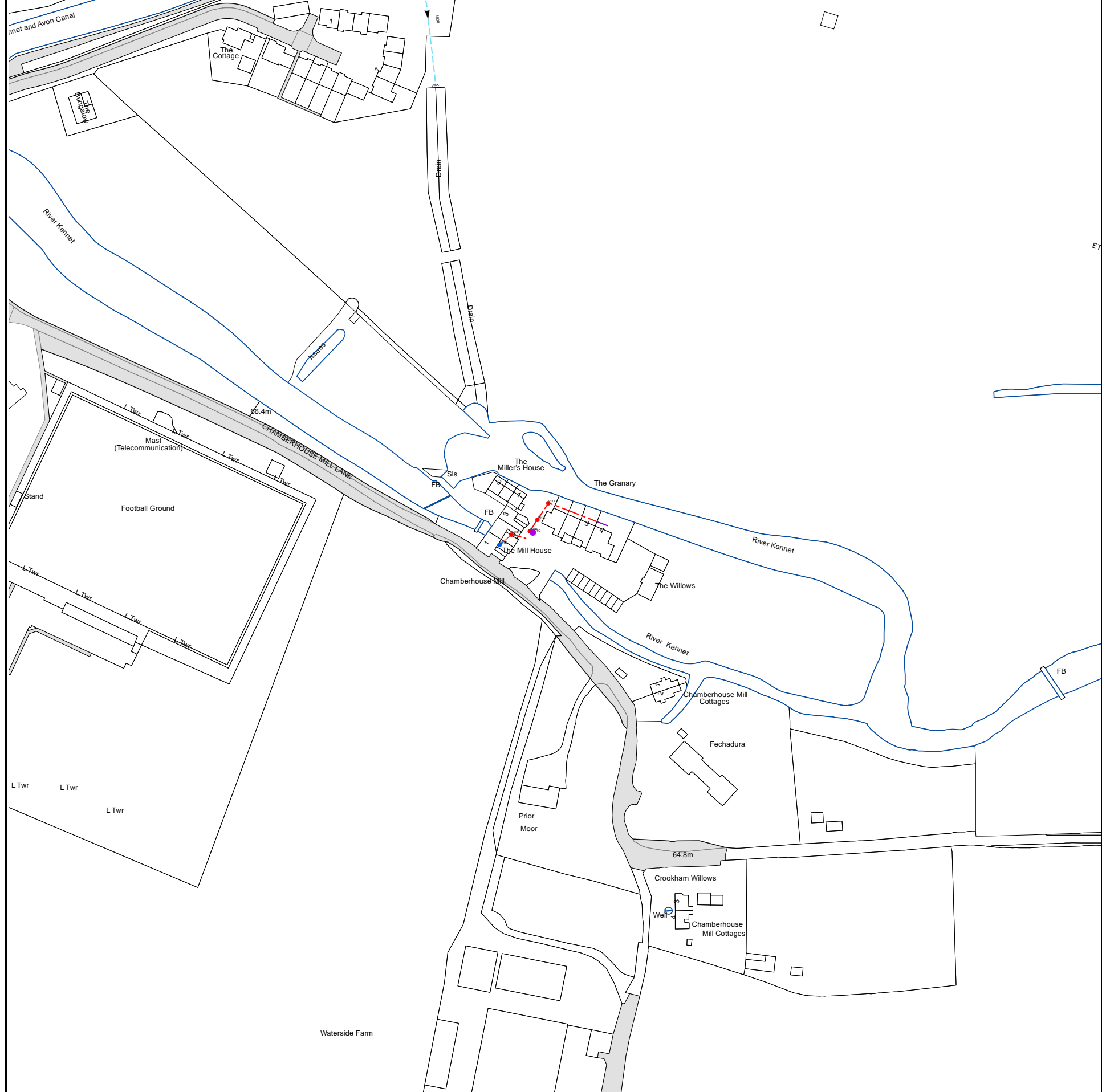
No.

Payment for this Search

A charge will be added to your suppliers account.

Please note that none of the charges made for this report relate to the provision of Ordnance Survey mapping information.

CommercialDW Drainage and Water Enquiry Sewer Map- CDWS/CDWS Standard/2018_3922850



The width of the displayed area is 500m

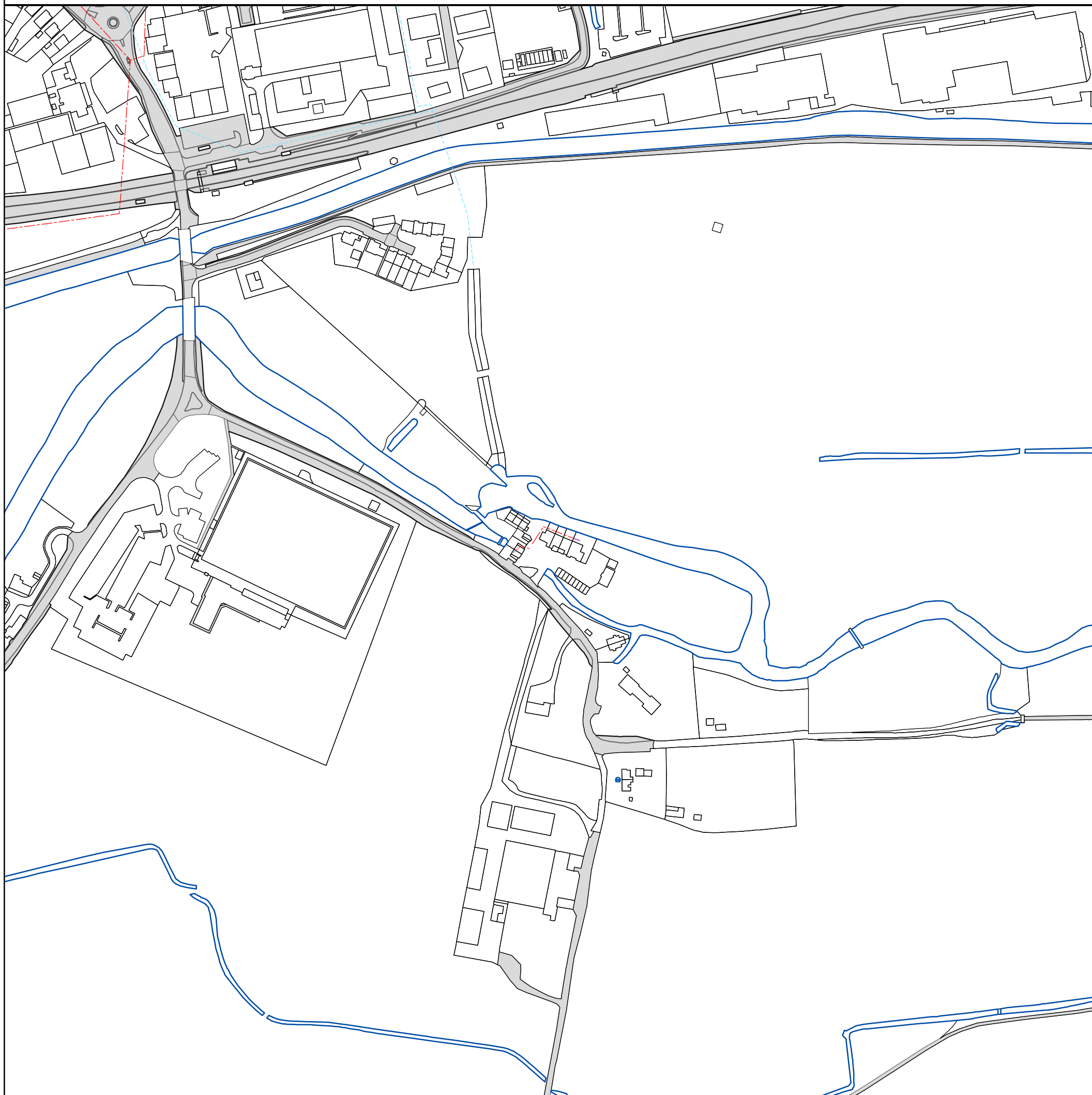
The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.

Based on the Ordnance Survey Map with the Sanction of the controller of H.M. Stationery Office, License no. 100019345 Crown Copyright Reserved.

NB. Levels quoted in metres Ordnance Newlyn Datum. The value -9999.00 indicates no survey information is available.

Manhole Reference	Manhole Cover Level	Manhole Invert Level
901E	n/a	n/a
901F	n/a	n/a
901C	n/a	n/a
901B	n/a	n/a
901A	n/a	n/a
911A	n/a	n/a

The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.



0 15 30 60 90 120
Meters

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Scale: 1:2863
Width: 800m
Printed By: SAsirvat
Print Date: 10/12/2018
Map Centre: 452995,166082
Grid Reference: SU5266SE

Comments:








Sewer Key - Commercial Drainage and Water Enquiry

Public Sewer Types (Operated & Maintained by Thames Water)

-  **Foul:** A sewer designed to convey waste water from domestic and industrial sources to a treatment works.
-  **Surface Water:** A sewer designed to convey surface water (e.g. rain water from roofs, yards and car parks) to rivers or watercourses.
-  **Combined:** A sewer designed to convey both waste water and surface water from domestic and industrial sources to a treatment works.
-  Trunk Surface Water
-  Trunk Foul
-  Storm Relief
-  Trunk Combined
-  Vent Pipe
-  Bio-solids (Sludge)
-  Proposed Thames Surface Water Sewer
-  Proposed Thames Water Foul Sewer
-  Gallery
-  Foul Rising Main
-  Surface Water Rising Main
-  Combined Rising Main
-  Sludge Rising Main
-  Proposed Thames Water Rising Main
-  Vacuum





Sewer Fittings

A feature in a sewer that does not affect the flow in the pipe. Example: a vent is a fitting as the function of a vent is to release excess gas.

-  Air Valve
-  Dam Chase
-  Fitting
-  Meter
-  Vent Column




Operational Controls

A feature in a sewer that changes or diverts the flow in the sewer. Example: A hydrobrake limits the flow passing downstream.

-  Control Valve
-  Drop Pipe
-  Ancillary
-  Weir






End Items

End symbols appear at the start or end of a sewer pipe. Examples: an Undefined End at the start of a sewer indicates that Thames Water has no knowledge of the position of the sewer upstream of that symbol, Outfall on a surface water sewer indicates that the pipe discharges into a stream or river.

-  Outfall
-  Undefined End
-  Inlet






Other Symbols

Symbols used on maps which do not fall under other general categories








-  /  Public/Private Pumping Station
-  Change of characteristic indicator (C.O.C.I.)
-  Invert Level
-  Summit

Areas

Lines denoting areas of underground surveys, etc.

-  Agreement
-  Operational Site
-  Chamber
-  Tunnel
-  Conduit Bridge

Other Sewer Types (Not Operated or Maintained by Thames Water)

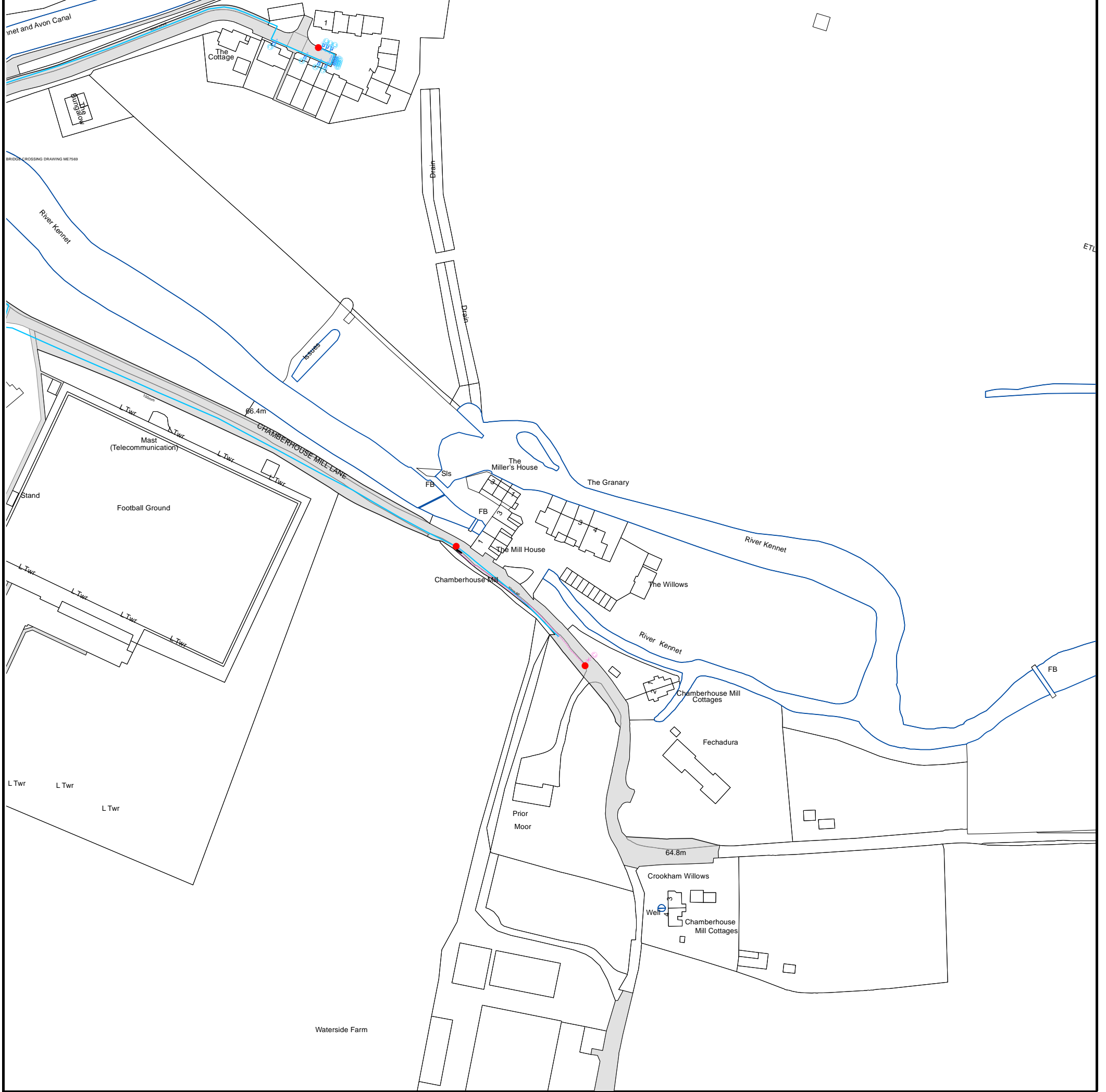
-  Foul Sewer
-  Surface Water Sewer
-  Combined Sewer
-  Gully
-  Culverted Watercourse
-  Proposed
-  Abandoned Sewer

Notes:

- 1) All levels associated with the plans are to Ordnance Datum Newlyn.
- 2) All measurements on the plans are metric.
- 3) Arrows (on gravity fed sewers) or flecks (on rising mains) indicate direction of flow.
- 4) Most private pipes are not shown on our plans, as in the past, this information has not been recorded.
- 5) 'na' or '0' on a manhole level indicates that data is unavailable.

- 6) The text appearing alongside a sewer line indicates the internal diameter of the pipe in millimetres. Text next to a manhole indicates the manhole reference number and should not be taken as a measurement. If you are unsure about any text or symbology present on the plan, please contact a member of Property Searches on 0118 925 1504.

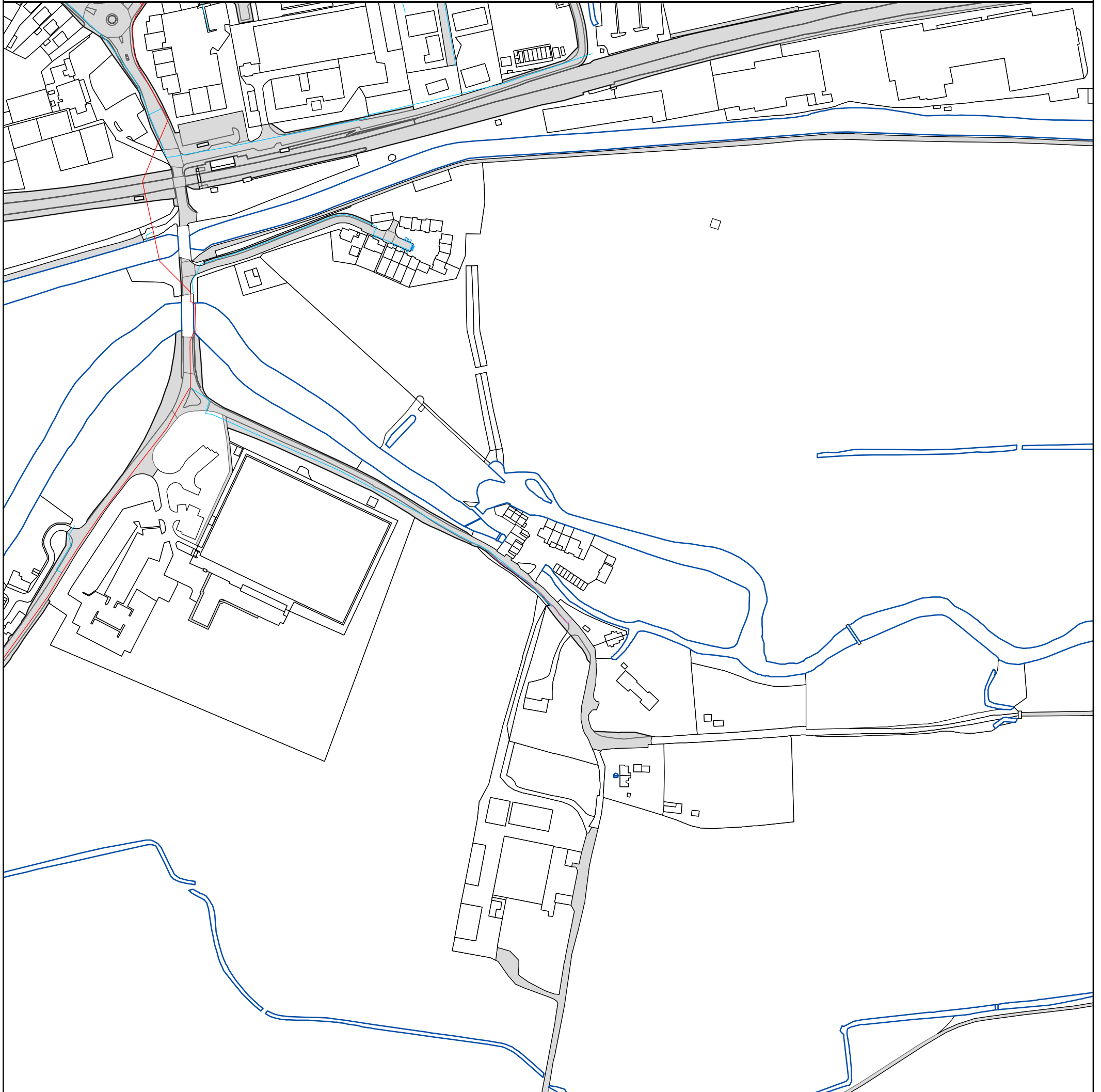
CommercialDW Drainage and Water Enquiry Water Map-CDWS/CDWS Standard/2018_3922850



The width of the displayed area is 500m

The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.

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0 15 30 60 90 120
Meters

The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified before any works are undertaken. Crown copyright Reserved



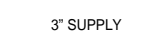




Scale: 1:2863
Width: 800m
Printed By: SAsirvat
Print Date: 10/12/2018
Map Centre: 452995,166082
Grid Reference: SU5266SE

Comments:







Waterworks Key - Commercial Drainage and Water Enquiry


Water Pipes (Operated & Maintained by Thames Water)

- 
4" Distribution Main: The most common pipe shown on water maps. With few exceptions, domestic connections are only made to distribution mains.
- 
16" Trunk Main: A main carrying water from a source of supply to a treatment plant or reservoir, or from one treatment plant or reservoir to another. Also a main transferring water in bulk to smaller water mains used for supplying individual customers.
- 
3" SUPPLY Supply Main: A supply main indicates that the water main is used as a supply for a single property or group of properties.
- 
3" FIRE Fire Main: Where a pipe is used as a fire supply, the word FIRE will be displayed along the pipe.
- 
3" METERED Metered Pipe: A metered main indicates that the pipe in question supplies water for a single property or group of properties and that quantity of water passing through the pipe is metered even though there may be no meter symbol shown.
- 
Transmission Tunnel: A very large diameter water pipe. Most tunnels are buried very deep underground. These pipes are not expected to affect the structural integrity of buildings shown on the map provided.
- 
Proposed Main: A main that is still in the planning stages or in the process of being laid. More details of the proposed main and its reference number are generally included near the main.

Valves

-  General Purpose Valve
-  Air Valve
-  Pressure Control Valve
-  Customer Valve

Hydrants








-  Single Hydrant

Meters







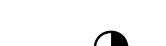


-  Meter

End Items

Symbol indicating what happens at the end of a water main.

-  Blank Flange
-  Capped End
-  Emptying Pit
-  Undefined End
-  Manifold
-  Customer Supply
-  Fire Supply

Operational Sites

-  Booster Station
-  Other
-  Other (Proposed)
-  Pumping Station
-  Service Reservoir
-  Shaft Inspection
-  Treatment Works
-  Unknown
-  Water Tower

Other Symbols



-  Data Logger

PIPE DIAMETER

DEPTH BELOW GROUND

Up to 300mm (12")	900mm (3')
300mm - 600mm (12" - 24")	1100mm (3' 8")
600mm and bigger (24" plus)	1200mm (4')

Other Water Pipes (Not Operated or Maintained by Thames Water)

- 
Other Water Company Main: Occasionally other water company water pipes may overlap the border of our clean water coverage area. These mains are denoted in purple and in most cases have the owner of the pipe displayed along them.
- 
Private Main: Indicates that the water main in question is not owned by Thames Water. These mains normally have text associated with them indicating the diameter and owner of the pipe.

For your guidance:

- Thames Water Property Searches Complaints Procedure:
 - Thames Water Property Searches offers a robust complaints procedure. Complaints can be made by telephone, in writing, by email (searches@thameswater.co.uk) or through our website (www.thameswater-propertysearches.co.uk)

As a minimum standard Thames Water Property Searches will:

- endeavour to resolve any contact or complaint at the time of receipt. If this isn't possible, we will advise of timescales;
- investigate and research the matter in detail to identify the issue raised (in some cases third party consultation will be required);
- provide a response to the customer within 10 working days of receipt of the complaint;
- provide compensation, if no response or acknowledgment that we are investigating the case is given within 10 working days of receipt of the complaint;
- keep you informed of the progress and, depending on the scale of investigation required, update with new timescales as necessary;
- provide an amended search, free of charge, if required;
- provide a refund if we find your complaint to be justified; take the necessary action within our power to put things right.

If you want us to liaise with a third party on your behalf, just let us know.

If you are still not satisfied with the outcome provided, we will refer the matter to a Senior Manager, for resolution, who will respond again within 5 working days.

If you remain dissatisfied with our final response you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). Please refer to the final page of the search for further details.

Question 1.1

For your guidance:

- The Water Industry Act 1991 defines Public Sewers as those which Thames Water have responsibility for. Other assets and rivers, watercourses, ponds, culverts or highway drains may be shown for information purposes only.
- The company is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.
- 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.
- Assets other than public sewers may be shown on the copy extract, for information.

Question 1.2

For your guidance:

- The “water mains” in this context are those, which are vested in and maintainable by the water company under statute.
- Assets other than public water mains may be shown on the plan, for information only.
- 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.
- If an extract of the public water main record is enclosed, this 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.

Question 2.1

For your guidance:

- Water companies are not responsible for any private drains that connect the property to the public sewerage system and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property. These may pass through land outside 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.
- 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.
- 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.

Question 2.2

For your guidance:

- Sewerage Undertakers are not responsible for any private drains that connect the property to the public sewerage system, and do not hold details of these.
- The property owner will normally have sole responsibility for private drains serving the property. These private drains may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
- In some cases, 'Sewerage Undertakers' records do not distinguish between foul and surface water connections to the public sewerage system.
- At the time of privatisation in 1989, Sewerage Undertakers were sold with poorly-kept records of sewerage infrastructure. The records did not always show which properties were connected for surface water drainage purposes. Accordingly, billing records have been used to provide an answer for this element of the drainage and water search.
- Due to the potential inadequacy of 'Sewerage Undertakers' infrastructure records with respect to surface water drainage, it is the customer's responsibility to inform the Sewerage Undertaker that they do not receive the surface water drainage service. If on inspection, the buyer finds that surface water from the property does not drain to a public sewer, then the property may be eligible for a rebate of the surface water drainage charge. If you wish to know who bills the sewerage services for this property then you will need to contact the current owner. For a list of all potential retailers of sewerage services for the property please visit www.open-water.org.uk.
- If surface water from the property does not drain to the public sewerage system, the property may have private facilities in the form of a soakaway or private connection to a watercourse.
- 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.

Question 2.3

For your guidance:

- If surface water from the property drains to a public sewer, then a surface water drainage charge is payable.
- Where a surface water drainage charge is currently included in the property's water and sewerage bill but, on inspection, the buyer finds that surface water from the property does not drain to a public sewer, then the property may be eligible for a rebate of the surface water drainage charge. If you wish to know who bills the sewerage services for this property then you will need to contact the current owner. For a list of all potential retailers of sewerage services for the property please visit www.open-water.org.uk.

Question 2.4

For your guidance:

- Thames Water has a statutory right of access to carry out work on its assets. Employees of Thames Water or its contractors may, therefore, need to enter the property to carry out work.
- Please note if the property was constructed after 1st July 2011 any sewers and/or lateral drain within the boundary of the property are the responsibility of the householder.
- The approximate boundary of the property has been determined by reference to the Ordnance Survey Record or the map supplied.
- The presence of a public sewer running within the boundary of the property may restrict further development. The Company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Company, or its contractors, needing to enter the property to carry out work.
- 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.

Question 2.4.1

For your guidance:

- Private pumping stations installed before 1st July 2011 will be transferred into the ownership of the sewerage undertaker.
- From the 1st October 2016 private pumping stations which serve more than one property have been transferred into public ownership but may not be recorded on the public sewer map.
- The approximate boundary of the property has been determined by reference to the Ordnance Survey Record or the map supplied.
- The presence of a public pumping station within the boundary of the property may restrict further development. The company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company, or its contractors, needing to enter the property to carry out work.
- 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.

Question 2.5

For your guidance:

- This is because there are no buildings from which to measure the distance to any public sewers.
- 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.
- The measurement is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.
- 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.

Question 2.5.1

For your guidance:

- Private pumping stations installed before 1st July 2011 will be transferred into the ownership of the sewerage undertaker.
- From the 1st October 2016 private pumping stations which serve more than one property have been transferred into public ownership but may not be recorded on the public sewer map.
- The presence of a public pumping station within 50 metres of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer.
- The measurement is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.
- 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.

Question 2.6

For your guidance:

- Any sewers and/or lateral drains within the boundary of the property are not the subject of an adoption agreement and remain the responsibility of the householder. Adoptable sewers are normally those situated in the public highway.
- This enquiry is of interest to purchasers who will want to know whether or not the property will be linked to a public sewer.
- 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.
- Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991 and meeting the requirements of 'Sewers for Adoption' 6th Edition.

Question 2.7

For your guidance:

- From the 1st October 2011 most 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.
- Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.

Question 2.8

For your guidance:

- For reporting purposes buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.
- A sewer is “overloaded” when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.
- “Internal flooding” from public sewers is defined as flooding, which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.
- “At Risk” properties are those that the water company is required to include in the Regulatory Register that is presented annually to the Director General of Water Services. 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.
- 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.
- Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Company.
- Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.
- 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 Thames Water Utilities Ltd on Tel: 0800 316 9800 or website www.thameswater.co.uk

Question 2.9

For your guidance:

- The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated.
- The sewerage undertaker’s records were inspected to determine the nearest sewage treatment works.
- It should be noted that there may be a private sewage treatment works closer than the one detailed above that has not been identified.
- As a responsible utility operator, Thames Water Utilities Ltd seeks to manage the impact of odour from operational sewage works on the surrounding area. This is done in accordance with the Code of Practice on Odour Nuisance from Sewage Treatment Works issued via the Department of Environment, 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 more information visit www.thameswater.co.uk

Question 3.1

For your guidance:

- The Company does not keep details of private supplies. The situation should be checked with the current owner of the property.

Question 3.2

For your guidance:

- The boundary of the property has been determined by reference to the plan supplied. Where a plan was not supplied, the Ordnance Survey Record was used. If the Water undertaker mentioned in Question 4.1.2 is not Thames Water Utilities Ltd the boundary of the property has been determined by the Ordnance Survey.
- 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.

Question 3.3

For your guidance:

- This enquiry is of interest to purchasers who will want to know whether or not the property will be linked to the mains water supply.

Question 3.4

For your guidance:

- “Low water pressure” means water pressure below the regulatory reference level, which is the minimum pressure when demand on the system is not abnormal.
- Water Companies are required to include in the Regulatory Register that is presented annually to the Director General of Water Services, properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level)
- The reference level of service is a flow of 9 litres/minute at a pressure of 10metres / head on the customer's side of the outside stop valve (osv). The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap. The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10metres/head on the customers' side of the osv is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or the Institute of Plumbing handbook.
- **Allowable exclusions** The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply.
- **Abnormal demand:** This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand, which are normally expected. Companies should exclude from the reported figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year companies may exclude, for each property, up to five days of low pressure caused by peak demand.
- **Planned maintenance:** Companies should not report 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 because of planned maintenance are actually caused by maintenance.
- **One-off incidents:** This exclusion covers a number of causes of low pressure; mains bursts; failures of company equipment (such as pressure reducing valves 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.
- **Low-pressure incidents of short duration:** Properties affected by low pressure, 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 figures.
- Please contact your water undertaker mentioned in Question 4.1.2 if you require further information on water pressure.

Question 3.5

For your guidance:

- Water hardness can be expressed in various indices for example the hardness settings for dishwashers are commonly expressed in Clark's degrees, but check with the manufacturer as there are also other units. The following table shows the normal ranges of hardness.

Thames Water Hardness Category	Calcium (mg/l)	Calcium Carbonate (mg/l)	English Clarke degrees	French degrees	General/German degrees
Soft	0 to 40	0 to 100	0 to 7	0 to 10	0 to 5.6
Medium	41 to 80	101 to 200	8 to 14	11 to 20	5.7 to 11.2
Hard	Over 80	Over 200	Over 14	Over 20	over 11.2

- Please contact your water undertaker mentioned in Question 4.1.2 if you require further information on water hardness.

Question 3.6

For your guidance:

- Where a meter does not serve the property and the customer wishes to consider this method of charging, they should contact the current owner if they wish to know who bills the water services for this property. For a list of all potential retailers of water services for the property please visit www.open-water.org.uk.

Question 4.4

For your guidance:

- The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a water or sewerage company. Details are available from the Office of Water Services (OFWAT) website is www.ofwat.gov.uk.
- 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:
 - Watering the garden other than by hand (this includes the use of sprinklers).
 - Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.
 - A bath with a capacity in excess of 230 litres.
 - A reverse osmosis unit
- Where a meter does not serve the property and the customer wishes to consider this method of charging, they should contact the current owner if they wish to know who bills the sewerage and water services for this property. For a list of all potential retailers of sewerage and water services for the property please visit www.open-water.org.uk.

Question 4.5

For your guidance:

- If a Trade effluent consent applies to the premises which are the subject of this search, it is for the applicant to satisfy itself as to the suitability of the consent for its client's requirements. The occupier of any trade premises in the area of a sewerage undertaker may discharge any trade effluent proceeding from those premises into the undertaker's public sewers if he does so with the undertaker's consent. If, in the case of any trade premises, any trade effluent is discharged without such consent or other authorisation, the occupier of the premises shall be guilty of an offence.
- Please note any existing consent is dependent on the business being carried out at the property and will not transfer automatically upon change of ownership.
- For further information regarding Trade Effluent consents please contact: Trade Effluent Control, Crossness STW, Belvedere Road, Abbey Wood London SE2 9AQ.

CommercialDW Drainage and Water Enquiry Terms and Conditions

Customer and Clients are asked to note these terms, which govern the basis on which this CommercialDW Drainage & Water Enquiry is supplied

Definitions

'Client' means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property.

'Company' means a water service company or their data service provider producing the Report.

'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.

'Order' means any request completed by the Customer requesting the Report.

'Property' means the address or location supplied by the Customer in the Order.

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

'Thames Water' means Thames Water Utilities Limited registered in England and Wales under number 2366661 whose registered office is at Clearwater Court, Vastern Road, Reading, Berks, RG1 8DB;

Agreement

1 Thames Water 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. Whilst Thames Water 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:-

2.1 The information contained in the Report can change on a regular basis so Thames Water 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.

2.2 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 substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.

2.3 The information contained in the Report is based upon the accuracy, completeness and legibility of the address and other information supplied by the Customer or Client.

2.4 The Report provides information as to the location and 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 Thames Water cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.

2.5 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 apparatus shown on any maps.

Liability

3 Thames Water 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 Thames Water's reasonable control or the acts or omissions of any party for whom Thames Water are not responsible.

3.1 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) Thames Water 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 Thames Water in respect of any claim by the Client.

3.2 Where a report is requested for an address falling within a geographical area where Thames Water and another Company separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by Thames Water or the Company as the case may be will remain with Thames Water or the Company as the case may be in respect of the accuracy of the information supplied. Where Thames Water is supplying information which has been provided to it by another Company for the purposes outlined in this agreement Thames Water 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.

3.3 Except in respect of death or personal injury caused by negligence, or as expressly provided in these Terms:

3.3.1 The entire liability of Thames Water or the Company as the case may be in respect of all causes of action arising under 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 not exceed £2,000,000 (two million pounds); and

3.3.2 Thames Water 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 of profit, loss of goodwill, loss of

reputation, loss of business or any indirect, special or consequential loss, damage or other claims, costs or expenses;

Copyright and Confidentiality

4. 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 Thames Water or the Company as the case may be. No intellectual or other property rights are transferred or licensed to the Customer or the Client except to the extent expressly provided

4.1 The Customer or Client is entitled to make copies of the Report but is not permitted to copy any maps contained in, or attached to the Report

4.2 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.

4.3 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.

Payment

5. Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by Thames Water, without any set off, deduction or counterclaim.

5.1 Unless payment has been received in advance, Customers shall be invoiced for the agreed fee once their request has been processed. Any such invoice must be paid within 14 days. Where the Customer has an account with Thames Water, payment terms will be as agreed with Thames Water.

5.2 No payment shall be deemed to have been received until Thames Water has received cleared funds.

5.3 If the Customer fails to pay Thames Water any sum due Thames Water shall be entitled but not obliged to charge the Customer interest on the sum from the due date for payment at the annual rate of 2% above the base lending rate from time to time of Natwest Bank, accruing on a daily basis until payment is made. Thames Water reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

5.4 Thames Water reserves the right to increase fees on reasonable prior written notice at any time.

Cancellations or Alterations

6. Once an Order is placed, Thames Water shall not be under any obligation to accept any request to cancel that Order and payment for the Order shall still be due upon completion of the Report. In cases where an error has been made in the original Order (e.g. the Customer has supplied an incorrect address), the Customer will need to place a second Order, detailing the correct information, and shall be liable to pay a second charge in accordance with clause 5 above.

Delivery

7. On receiving your order the reports will be posted to you within 10 working days from receipt.

7.1 Delivery is subject to local post conditions and regulations. All items should arrive within 12 working days, but Thames Water cannot be held responsible should delays be caused by local post conditions, postal strikes or other causes beyond the control of Thames Water.

General

8. 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.

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

8.2 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.

These Terms & Conditions are available in larger print for those with impaired vision.

Terms and Conditions

All sales are made in accordance with Thames Water Utilities Limited (TWUL) standard terms and conditions unless previously agreed in writing.

1. All goods remain in the property of TWUL until full payment is received.
2. Provision of service will be in accordance with all legal requirements and published TWUL policies.
3. All invoices are strictly due for payment 14 days from due date of the invoice. Any other terms must be accepted/agreed in writing prior to provision of goods or service, or will be held to be invalid.
4. TWUL does not accept post-dated cheques-any cheques received will be processed for payment on date of receipt.
5. In case of dispute TWUL's terms and conditions shall apply.
6. Penalty interest may be invoked by TWUL in the event of unjustifiable payment delay. Interest charges will be in line with UK Statute Law 'The Late Payment of Commercial Debts (Interest) Act 1998'.
7. Interest will be charged in line with current Court Interest Charges, if legal action is taken.
8. A charge may be made at TWUL's discretion for increased administration costs.

A copy of TWUL's standard terms and conditions are available from the Commercial Billing Team (cashoperations@thameswater.co.uk).

We publish several Codes of Practice including a guaranteed standards scheme. You can obtain copies of these leaflets by calling us on 0800 316 9800.

If you are unhappy with our service you can speak to your original goods or customer service provider. If you are not satisfied with the response, your complaint will be reviewed by the Customer Services Director. You can write to her at: Thames Water Utilities Ltd. PO Box 492, Swindon, SN38 8TU.

If the goods or services covered by this invoice falls under the regulation of the Water Industry Act 1991, and you remain dissatisfied you can refer your complaint to CC Water on 0845 039 2837 (it will cost you the same as a local call) or write to them at 11 Belgrave Road, London SW1V 1RB.

Ways to pay your bill

By Post – Cheque only, made payable to 'Thames Water Utilities Ltd' writing your Thames Water account number on the back. Please fill in the payment slip below and send it with your cheque to Thames Water Utilities Ltd., PO Box 223, Swindon SN38 2TW	By BACS Payment direct to our bank on account number 90478703, sort code 60-00-01 may be made. A remittance advice must be sent to Thames Water Utilities Ltd., PO Box 223, Swindon SN38 2TW. Or fax to 01793 424599 or email: cashoperations@thameswater.co.uk	Telephone Banking By calling your bank and quoting your invoice number and the Thames Water's bank account number 90478703 and sort code 60-00-01	By Swift Transfer You may make your payment via SWIFT by quoting NWBKGB2L together with our bank account number 90478703, sort code 60-00-01 and invoice number
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Thames Water Utilities Ltd Registered in England & Wales No. 2366661 Registered Office Clearwater Court, Vastern Rd, Reading, Berks, RG1 8DB.



Search Code

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Thames Water Property Searches, Clearwater Court, Vastern Road, Reading RG1 8DB, which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

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

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

The Code's core principles

Firms which subscribe to the Search Code will:

- display the Search Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

Complaints

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

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

TPOs Contact Details

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

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

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