

Date of Report: 22/09/2017

Your Reference: Sample Report 17

Order Number: DA Sample Sept 17

Our Reference: DA25482

 Property: **Sample Address in Breckland**

The risk of development within a 75m radius taken from the centre of the structure in this location is:



## SUMMARY

Are there major development proposals of concern to the subject property?	YES
Are any important views that the subject property enjoys going to change?	YES
Is the immediate area currently under threat from development?	NO
Is there a potential risk to a lender?	YES

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

### Data Provider

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

### Search Details

This search is subject to DevAssist's standard terms and conditions which can be sent on request or viewed on our website [www.devassist.co.uk](http://www.devassist.co.uk).

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

Data Provided by:



## KEY FINDINGS

There is a development risk in the vicinity of the property address given. The likelihood of this site being developed is medium / high. Development of site 1 may impact the subject property. We believe that any lender involved in this transaction should be notified of the potential for development.

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

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

### Searches undertaken to compile this report:

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

### The choices this report presents

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

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

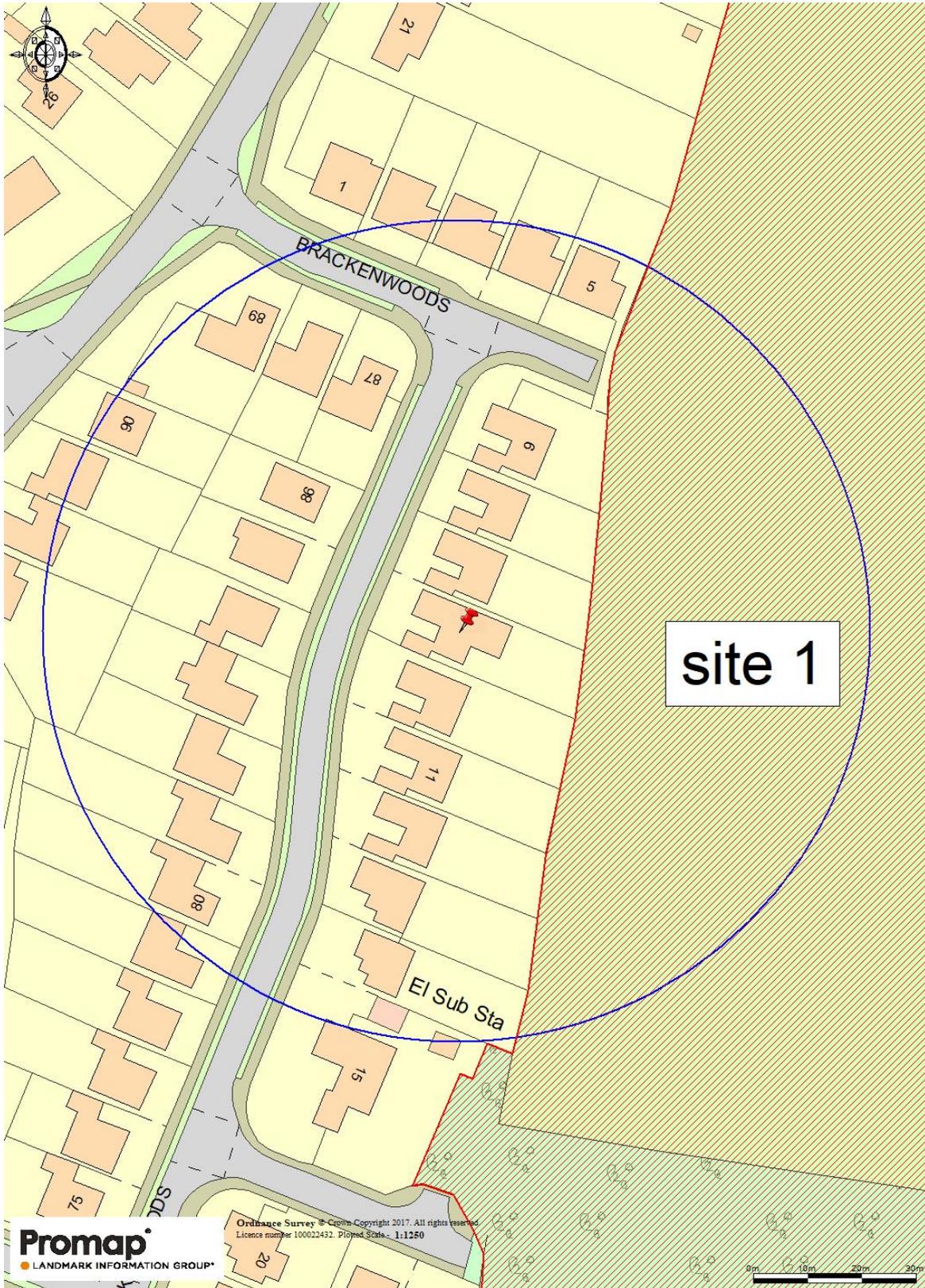
Finally, please note that we cannot identify single dwellings that are replaced with a more substantial dwelling than the existing. These one for one replacements are generally not economic. When there is a buyer with a special interest, however, the economics are sometimes not considered relevant. Equally,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

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

### Next Steps

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

If you have any development or valuation questions arising from this report, or would like to investigate any aspect in greater depth, specialist advice is available on request. Detailed reports are also available on planning and neighbourhood information, valuation of development land, impact and risk. Contact DevAssist on 01342 890010 or email [info@devassist.co.uk](mailto:info@devassist.co.uk) for further information including pricing.



Legend

Do not scale



Search Property



75m Search Radius

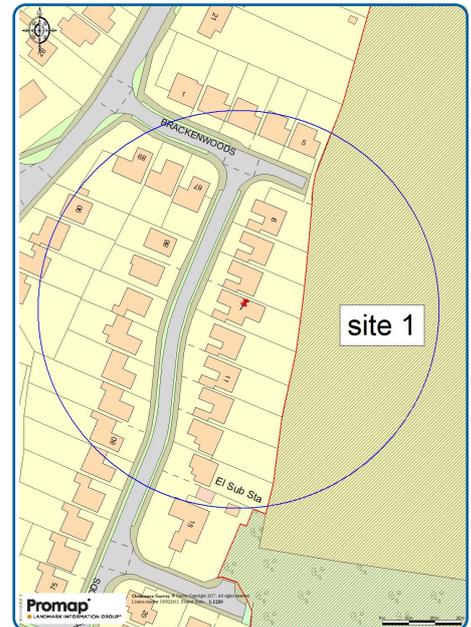


Potential Development Sites

### Identified Development Opportunities

Site	Size (acres)	Capacity (houses)	Capacity (Flats)	Development Risk	Impact if Developed
1	21	155		<b>Medium / High</b>	<b>Negative</b>

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



### Local Planning Policy

The land is zoned within the settlement/urban area of Breckland District Council. Development is presumed acceptable when within the settlement, subject to it conforming to development control policies and standards.

### Development Potential of the Subject Property

The subject property has no development potential. Householder improvements and extensions may still be permitted.

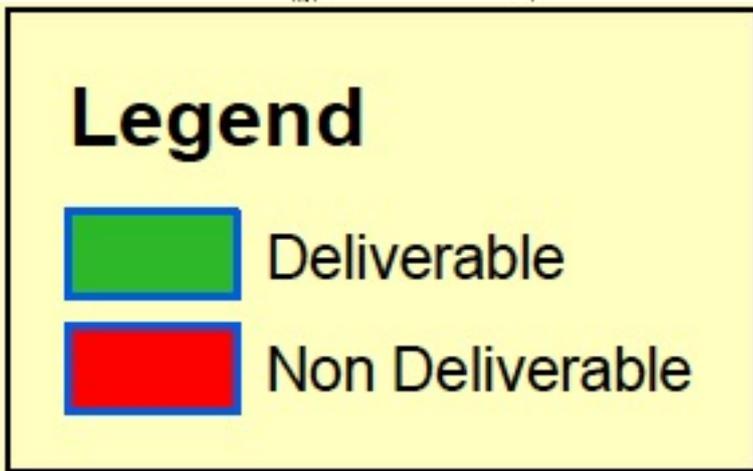
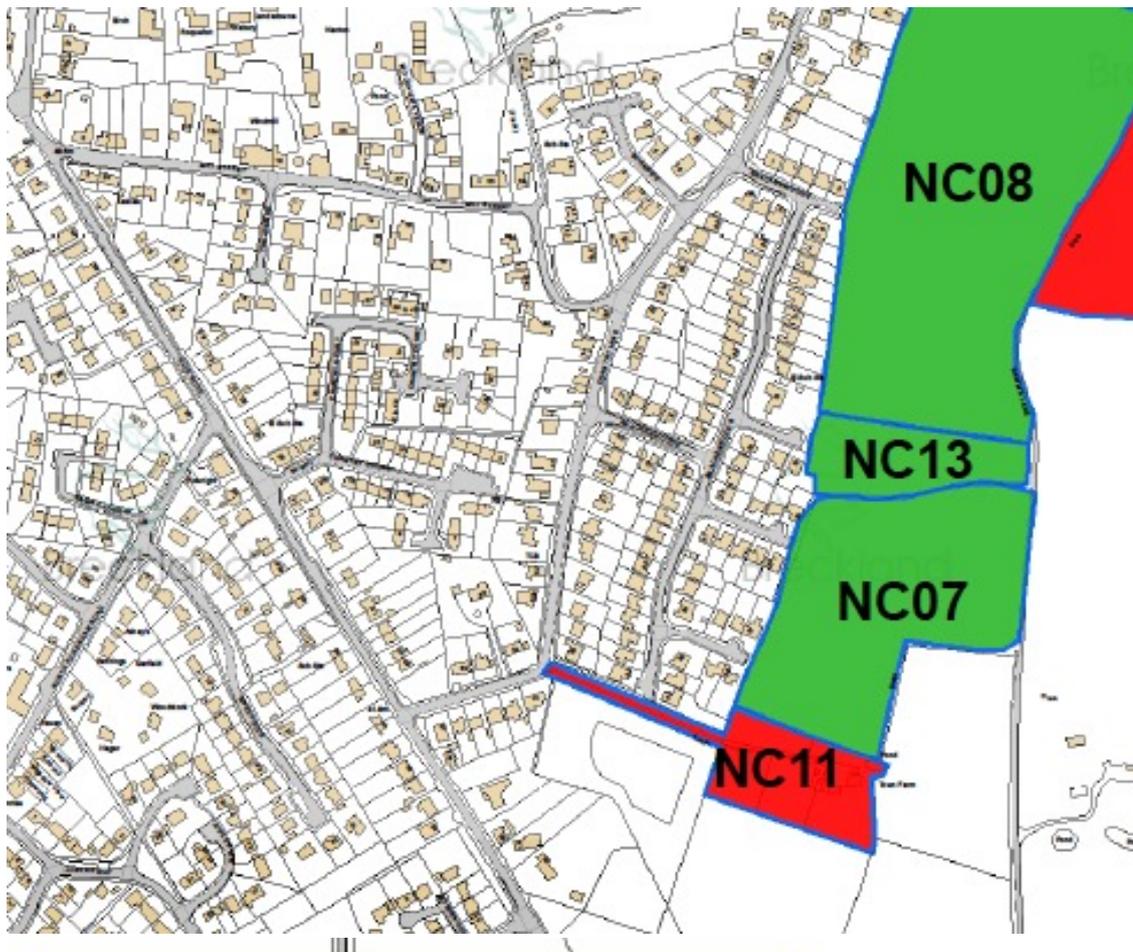
### Planning Applications in the Immediate Area

The attached planning report shows no major planning applications that will affect the searched property. The risk of householder extensions and improvements will always be present.

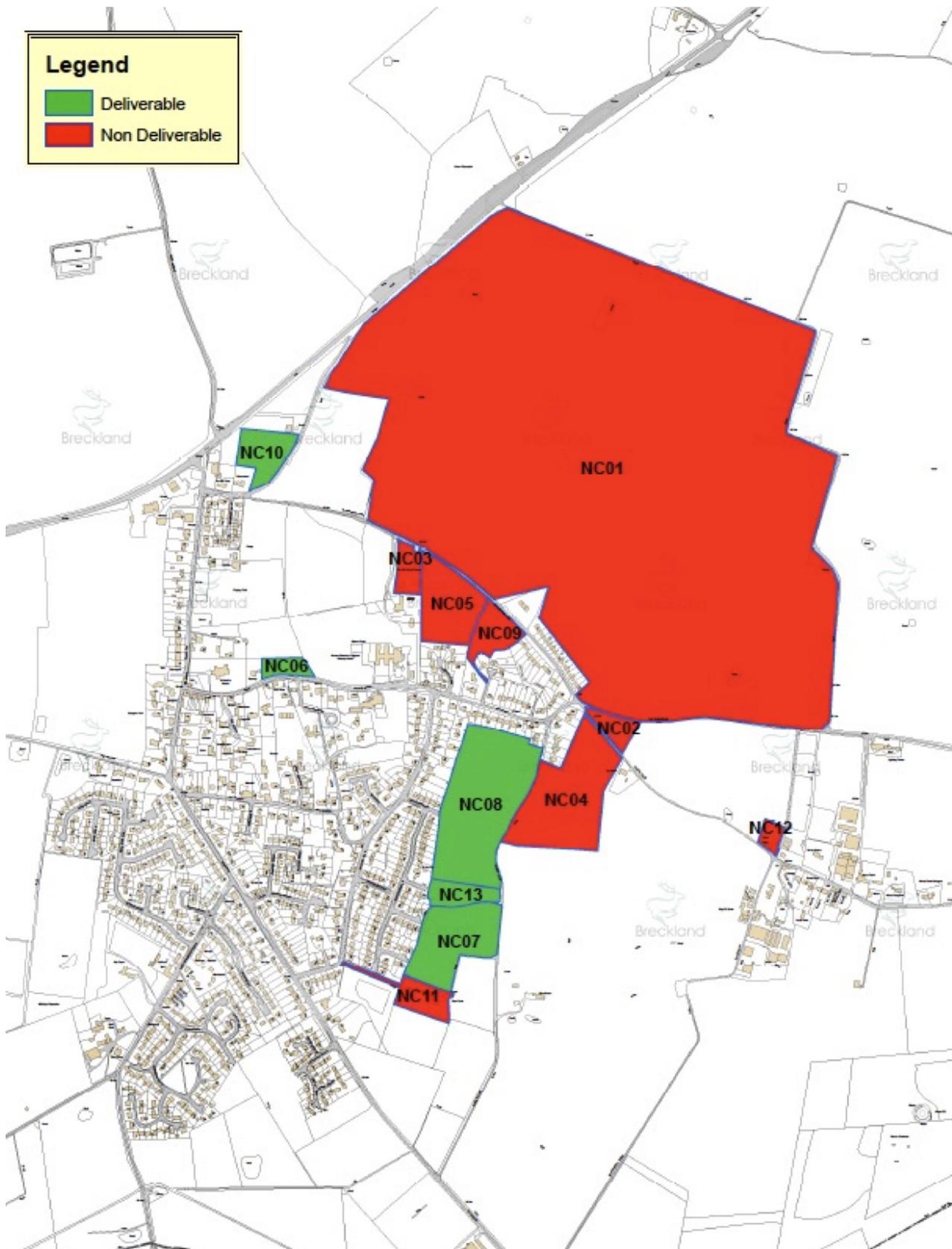
### Summary of Immediate Area

Site 1 has been assessed through the Strategic Housing Land Availability Assessment (SHLAA) process as a potential location for development. The site was found to be suitable for development. This indicates that planning permission could be granted in the future. The site can be considered a medium / high risk of development. If developed the site may have a negative impact on the subject property. If development was to be attempted on this site and you were not supportive we would recommend you request more detailed reports on the application site title from your solicitor. Whilst this would reasonably incur an extra legal fee it may uncover a covenant that may control the development potential of any site. It is our belief that development on this site could impact the value, or future marketability, of the subject property. If the property is to be purchased with a mortgage we strongly recommend that this is referred to the valuer.

Site 1



Site 1



## Site 1

Sum of Constrained Capacity	Delivery Timescale			
SHLAA ref	2014 to 2019	2019 to 2024	Post 2024	Grand Total
NC06	6	0	0	6
NC07	47	0	0	47
NC08	98	0	0	98
NC10	19	0	0	19
NC13	10	0	0	10
Grand Total	180	0	0	180

### **What is DevAssess?**

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

### **How is the professional opinion reached?**

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

### **Is this just guesswork?**

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

### **How accurate is this report?**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Important Note on Planning Data

The following comprehensive list of applications is harvested planning data that is supplied by either  
Landmark Information Group or Groundsure.

DevAssist use this information as part of their investigations.

The data is purchased upon your behalf so that DevAssist consultants can investigate the area surrounding the subject property.  
As this information is provided by a third party DevAssist cannot guarantee its accuracy or its completeness.

If you aware of a particular planning application that may be missing from the data please contact the DevAssist helpdesk on  
01342 890010 or by email at [helpdesk@devassist.co.uk](mailto:helpdesk@devassist.co.uk).



# Plansearch Plus

## Section 1: Residential Planning Applications

	<b>Alterations and Minor New Builds</b>	0 applications within 50m
	<b>New Build</b> up to 10 dwellings	2 applications within 250m
	<b>New Build</b> 10 to 50 dwellings	0 applications within 250m
	<b>Unclassified</b>	3 applications within 250m
	<b>New Build</b> over 50 dwellings	0 applications within 750m

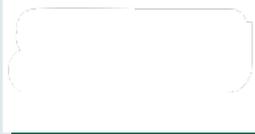
## Section 1: Non-residential Planning Applications

	<b>Small</b>	0 applications within 100m
	<b>Unclassified</b>	0 applications within 250m
	<b>Medium</b>	0 applications within 250m
	<b>Large</b>	1 application within 750m

Land Use Designations **See Section 2**

Your Neighbourhood **See Section 3**

The report is issued for the property described as:



Report Reference:  
**136859587\_1\_1**

National Grid Reference:



Report Date:  
**22 August 2017**

### CONTACT DETAILS

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

**0844 844 9966**

or by email at:  
[helpdesk@landmark.co.uk](mailto:helpdesk@landmark.co.uk)

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# Site Location



## Aerial Photograph

The photograph below shows the location of this report.





## Understanding This Section

Development in the UK is controlled by the government's planning legislation, which is regulated and enforced by your local authority planning department. In Section 1 of this report, we have included planning applications submitted within the last 7 years in your local area to inform you of current or future developments that could influence your enjoyment and use of the property. This report is an overview of the area, and you should further investigate any applications that could affect you.

### Interpreting the Planning Application Table

ID	1	2	3	4	5	6
	Application No.	Distance & Direction	Location Accuracy	Site Area	Contact ID	
	Address	7	8	9	10	
		Decision	11			
	Description		12			

- 1 The ID number shows the application on the map.
- 2 This is the application number and should be quoted when contacting your local planning department. If this shows 'Potential Development' instead it is indicating a tender or contract. This records potential development that has not yet resulted in, or required, a planning application.
- 3 This gives you a bearing to find the application on the map quickly.
- 4 This shows how confidently we have been able to plot the location on a map using the application details. 'Good' means the application has sufficient detail to identify the exact site of the application. 'Fair' means we have been able to identify an adjacent site e.g. the application address may be 'Land adjacent to No.1'. 'Approx' means the address details only identify the road of the application. 'Wider Area' means only the general vicinity of the site can be identified. 'Multiple Sites' refers to development on more than one site.
- 5 This is an indication of the development size.
- 6 This is the contact reference of the local authority. See Next Steps.
- 7 This is the address of proposed development.
- 8 This indicates the intended use of the property. A list of all 'Use Classes' can be found to the rear of section 1. Note that 'Sui Generis' refers to 'Other Uses', i.e. applications where no use class can be defined.
- 9 This is the date the application was submitted to the local authority. Records may take around 6 weeks from this date to appear in the report.
- 10 This indicates the type of work associated with the application, for example 'New Build', 'Refurbishment or Repair' or 'Demolition' etc.
- 11 This is the last known decision as made by the planning authority.
- 12 This provides a description of any extra information about the planning application.

Applications are often submitted with imprecise or incomplete address details and because of this the locations we use may not always represent a development site's full extent. We endeavour to position applications in the most appropriate location we can, using the address details available to us. If nearby development is likely to significantly influence your choice to purchase the property we would recommend you use this report as a starting point for more extensive investigations.

### Next Steps

If you would like further information about a particular planning application please contact the relevant planning authority and quote the application reference. Alternatively you can search for the application within the local authority's online planning database. The authority's details can be found by cross referencing the Contact ID in the application details with the 'Useful Contacts' section at the back of the report.

For help with the report contact our Customer Services Team on 0844 844 9966 or email [helpdesk@landmark.co.uk](mailto:helpdesk@landmark.co.uk)



### Useful Information

A planning permission is an approval from your local authority allowing you to carry out some form of development or change to property or land. You apply to your local authority to obtain this permission.

#### Is Planning Permission needed?

Most changes will require planning permission from your local authority but some forms of development may fall within 'permitted development rights' and not require planning permission. The types of development allowed under these rights can depend on your local authority and additional factors such as whether the property is in a conservation area or national park. Common types of permitted development are small alterations and minor extensions to residential dwellings. Information about the types of development allowed under your permitted development rights is available from the Planning Portal (details below) or from your local planning authority (see the Contacts page).

If you are considering any development it is advisable to contact your local planning authority to check if planning permission is required for the intended works. Your local planning authority may also have a useful duty planner service or provide pre-application advice, although there could be a charge for this.

#### Applying for Permission

If planning permission is required an application is made to the local planning authority. The type of application and supporting information required will depend on the scale of works proposed.

Once an application has been made the local authority may notify relevant parties, such as immediate neighbours, and the application may be advertised locally for a consultation period. Public comments can then be made on the application for consideration by the local planning authority.

#### Planning Decisions

A planning officer will consider the application and any supporting information and make a recommendation for approval or refusal. Depending on the type of application the final decision may be made by the officer through 'delegated powers', or the information could be passed to a planning committee.

The local authority will explain the reasons for refusing any applications. The applicant could then choose to re-submit the application with amendments. The result can also be appealed through the planning inspectorate, however this can be a complicated and costly procedure and would not normally be undertaken without obtaining further professional guidance.

Consequently, where an application is listed in this report as refused it may later be granted on appeal. Therefore if an application within this report concerns you we would strongly advise you to find out more from your local planning authority.

Planning applications are usually decided within 8 weeks of the application date, although this can be extended to 13 weeks where the application is large or complex. Unless acted upon a planning permission will lapse after either 3 or 5 years, depending on whether it is an 'outline' or 'full' (sometimes called 'detail') application.

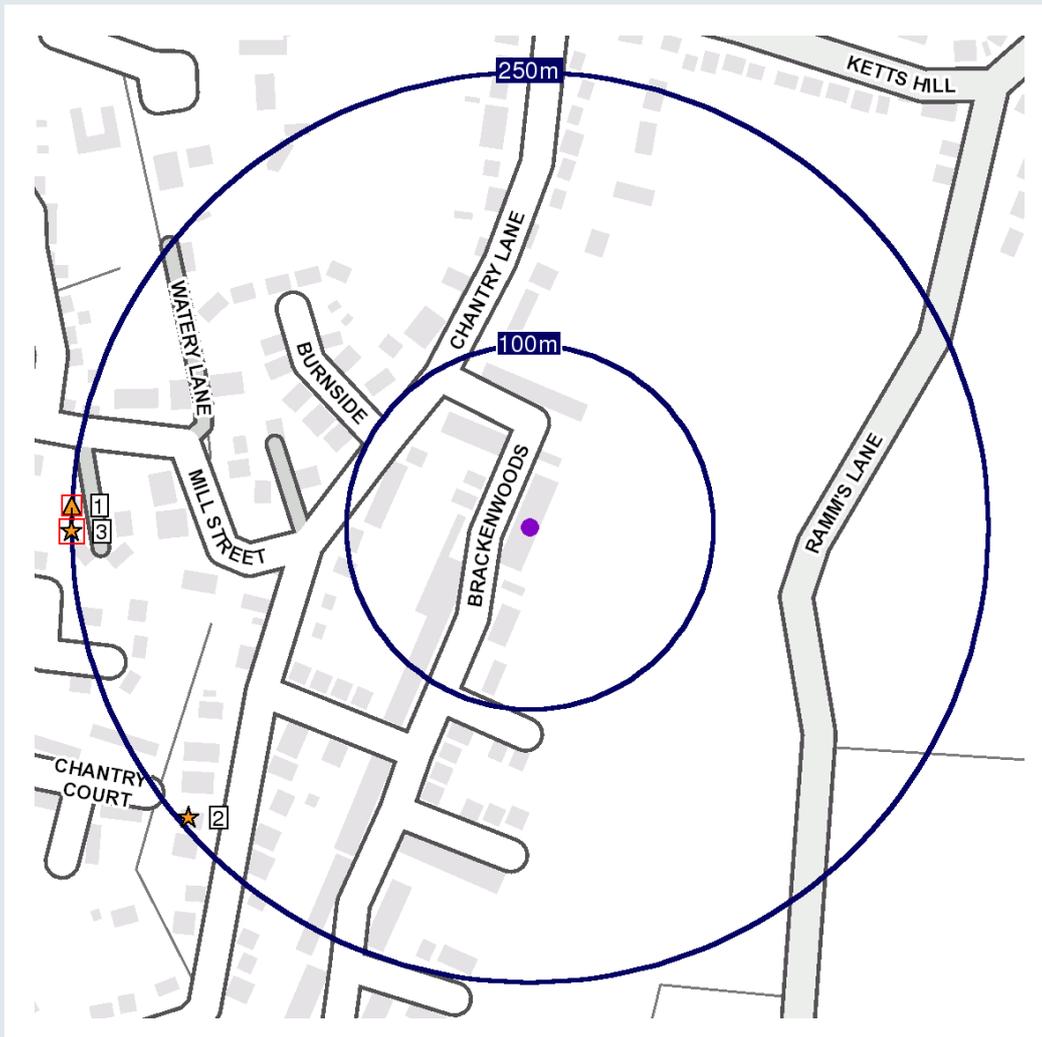
#### Helpful Resources

<http://www.planningportal.gov.uk> - The Planning Portal is the governmental planning information website. You can access guides about the planning system and also submit applications through this website.



## Section 1a : Planning Applications Map

The map below shows the location of alterations, new build developments up to 50 dwellings and unclassified applications. Details of these applications are listed in the tables that follow.



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- |  |                           |  |  |
|--|---------------------------|--|--|
|  | Property                  |  | Residential Alterations                    |
|  | Search Radii              |  | Residential New Build (up to 10 dwellings) |
|  | Map ID                    |  | Residential New Build (10 to 50 dwellings) |
|  | Multiple Features Present |  | Residential Unclassified                   |



## New Build Developments (up to 10 Dwellings within 250m)

The table below shows applications for new residential developments up to 10 dwellings, recorded within a single application.

ID	Application No.	Distance & Direction	Location Accuracy	Site Area	Contact ID
	Address	Use Class	Submission Date	Type	
	Decision				
	Description				
1	<b>3PL/2016/1011/O</b>	247m W	Good	Not Supplied	1
	18 Mill Street	C3	7th September 2016	New Build	
	Outline application refused				
	Erect 3 two storey dwellings and 1 detached bungalow, re-position existing private access road.				
1	<b>3TL/2011/0010/TL</b>	250m W	Fair	Not Supplied	1
	Adj 18 Mill Street	C3	28th February 2011	New Build	
	Outline application granted				
	3 Houses				



## Unclassified Developments (within 250m)

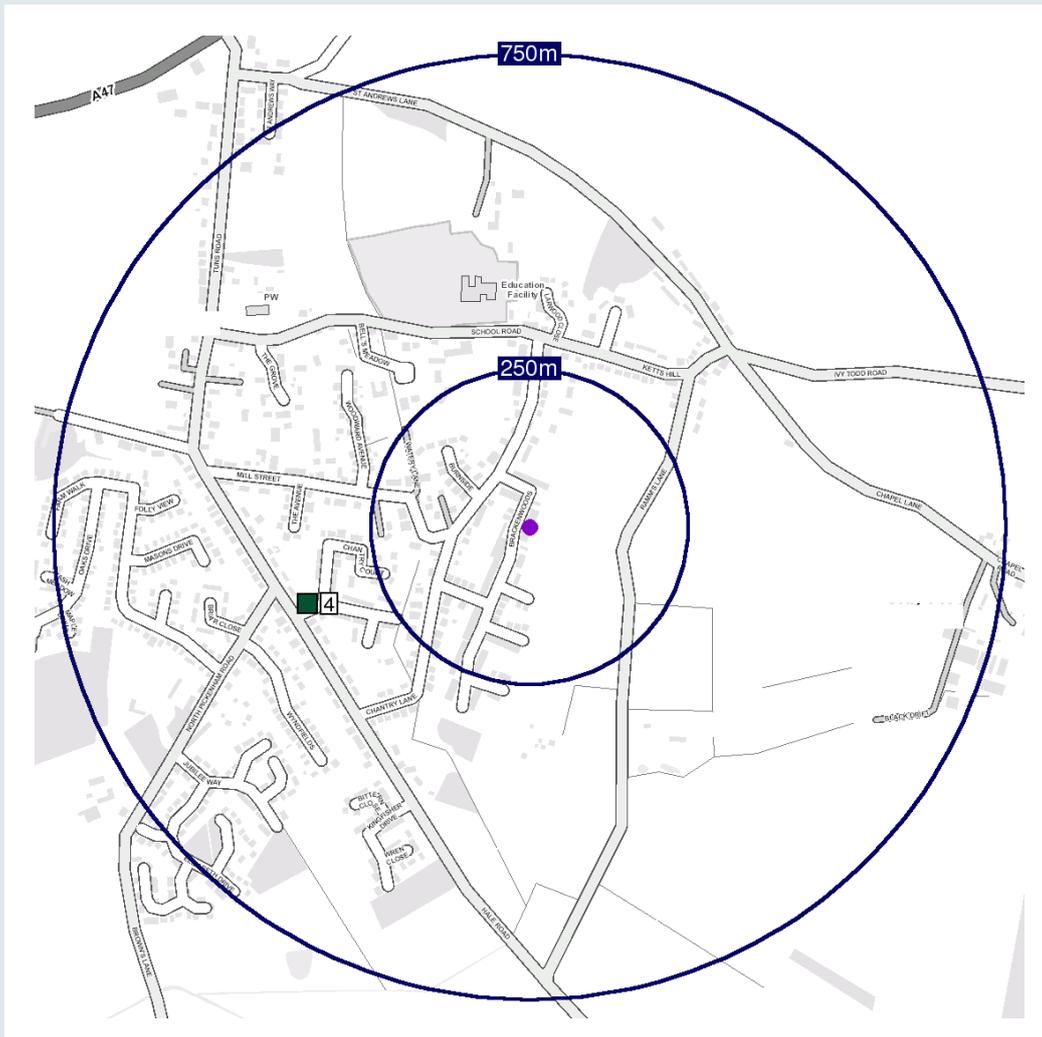
The records below relate to applications for residential projects where the scale of the application has not been determined.

ID	Application No.	Distance & Direction	Location Accuracy	Site Area	Contact ID
	Address	Use Class	Submission Date	Type	
	Decision				
	Description				
2	<b>3PL/2013/0371/F</b>	246m SW	Good	Not Supplied	1
	48 Chantry Lane	C3	29th April 2013	New Build	
	Application submitted (decision unknown)				
	Demolish conservatory and erect side cloakroom and rear sun-lounge/kitchen extension				
3	<b>3DC/2013/0008/DOC</b>	250m W	Good	Not Supplied	1
	18 Mill Street	C3	31st January 2013	New Build	
	Application submitted (decision unknown)				
	Discharge of conditions 4, 6 and 7 on pp 3TL/2011/0010/TL, Residential Development comprising 3No. Dwellings				
3	<b>3PL/2011/0910/D</b>	250m W	Good	Not Supplied	1
	18 Mill Street	C3	15th August 2011	New Build	
	Application submitted (decision unknown)				
	House/Garage				

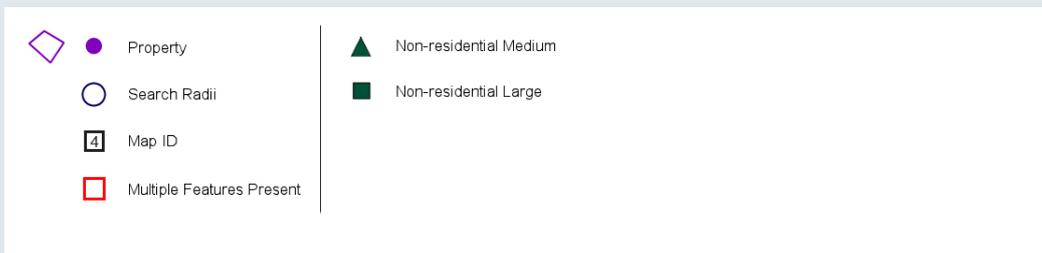


## Section 1d : Planning Applications Map

The map below shows the location of medium non-residential planning applications within 250m and large non-residential planning applications within 750m of the property. Details of these applications are listed in the tables that follow.



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## Large Non-residential Developments (within 750m)

The records below relate to large non-residential applications for example, schools, large offices and retail developments. These applications generally have a total floor area of over 1500m<sup>2</sup>.

ID	Application No.	Distance & Direction	Location Accuracy	Site Area	Contact
	Address	Use Class	Submission Date	Type	
	Decision				
	Description				
4	<b>Potential Development</b>	371m W	Good	Not Supplied	1
	Chantry Court	A1	31st May 2015	Refurbishment or Repair	
		Unknown			
		Premier Stores - Alterations/Refurbishment			



### Use Class Table

The following table shows the Use Class codes used in Section 1: Planning Applications.

Use Class	Category Description	Notes
A1	Shops	General Retail
A2	Financial and Professional Services	e.g. banks, estate agents etc.
A3	Restaurants and Cafes	
A4	Drinking Establishments	Pubs/wine bars (not nightclubs)
A5	Hot Food Takeaways	
B1	Business	Offices etc. (not those that fall within A2 e.g. Estate Agents)
B2	General Industry	
B8	Storage or Distribution	Warehouses etc.
C1	Hotels	
C2	Residential Institutions	Hospitals, nursing homes, boarding schools
C2(a)	Secure Residential Institutions	Prisons, young offenders institutes etc.
C3	Dwelling Houses	
C4	Houses in Multiple Occupation	Small shared houses occupied by between 3 and 6 unrelated individuals, as their only or main residence, who share basic amenities such as a kitchen or bathroom
D1	Non Residential Institutions	Schools, museums, libraries etc.
D2	Assembly and Leisure	Cinemas, music and concert halls, swimming pools etc.
Sui Generis		Anything not falling into the above, e.g. petrol stations, nightclubs, taxi business, amusements etc.



## Understanding This Section

Each local authority will produce a series of development plans which outline the desired approach to land use and development for the area. These plans provide an indication of what types of development the local authority might encourage or restrict in the future. In Section 2 we have considered the maps included in development plans and summarised the key designations that apply to your area. You should consider how these could affect you and your property.

### Section Overview

We have organised the designations and any related policies into key themes. Each section will show the areas designated on mapping within the development plan and provide details of the document and policy that can be researched for further details.

Some of the information we gather is not mapped as the quality or scale of the source mapping means we are unable to accurately plot these features. These are usually area wide policies or sites captured from general indicative diagrams. These will be shown in the tables as 'Not Mapped', however we will provide as much information as we can gather.

Some designations may be captured from the mapping within development plans and not have an associated policy. These will be shown with 'No Associated Policy'. We provide as much information as we can gather from the mapping.



#### Section 2a: Housing and Community

For example, policies relating to Housing, Recreation and Education.



#### Section 2d: Transport Infrastructure

For example, policies relating to Roads, Rail and Public Transport



#### Section 2b: Business and Economy

For example, policies relating to Industry, Tourism and Retail.



#### Section 2e: Heritage and Open Environment

For example, policies relating to Green Belt, Conservation and Historic Sites.



#### Section 2c: Resources and Waste

For example, policies relating to Water, Energy and Minerals.



#### Section 2f: Other Sites

For example, policies relating to Mixed Usage Sites and Military Installations.

### Next Steps

You can find further information about a policy or designation within the associated development plan. The 'Summary of Development Plans in Your Area' page will help you find the document you need.

Each section will provide details of the relevant document, policy (if applicable) and map the information was captured from. The policy number will confirm where in the local authority document further detailed information is available. If, following this, you would like further clarification please contact the relevant authority.

For help with the report contact our Customer Services team on 0844 844 9966 or email [helpdesk@landmark.co.uk](mailto:helpdesk@landmark.co.uk)



## Useful Information

### What are Development Plans?

As well as managing development in your local area through the planning application system, your local authority will produce development plans. These will outline the desired approach to land use and development in the area. The plans will aim to address a wide range of environmental, economic and social needs with the overall aim of sustainable development.

Planning application decisions have to be made in accordance with the policies of the development plan, so these documents are important as they indicate what forms of development might be approved nearby in the years to come.

National guidelines are individually published by the English, Welsh and Scottish governments. These documents outline the government's view on development and planning policy. They will also provide the framework and requirements local authorities will consider to produce the policies for their area.

National legislation is important as this provides the overall strategy for development. Where a local authority local plan is judged to be out-of-date or insufficient national policy may supersede it, or be a material consideration for any application.

### What are Local Plans and Local Development Frameworks?

Local authorities will publish policies and proposals in their development plans.

Older development plans are often known as a Local Plan or Unitary Development Plan (UDP). More recently, after a change in planning legislation in 2004, English authorities started to produce their plans as a series of documents referred to as the Local Development Framework (LDF). An LDF will consist of a series of statutory documents, such as a Core Strategy and Proposals Map. A local authority may also produce a series of non-statutory supplementary planning documents (SPD's) that will provide guidance on specific development topics.

This series of documents may be produced gradually and while new documents are being drafted and approved some policies may be 'saved' from an earlier development plan. These will then be replaced as newer emerging documents are adopted. This means that in some areas older development plans may still be considered relevant alongside newer documents.

In Scotland and Wales Local Development Plans (LDP's) are gradually replacing any older Local Plans and UDP's.

As national legislation changes, local planning authorities may change their approach to creating development plans. For example, the introduction of the 'National Planning Policy Framework' (NPPF) in 2012 has meant that development plans in England are starting to be referred to as Local Plans again, and local authorities are being encouraged to only produce additional supplementary documents where absolutely required.

### Neighbourhood Planning

In England, local communities are now being given an opportunity to shape and inform development plans for their area. Parish councils, town councils, or neighbourhood forums can develop a 'Neighbourhood Plan' to outline the community's aspirations. If approved these neighbourhood plans will then form part of the framework for the area and will be considered by the local planning authority for future planning decisions. There is currently no formal equivalent in Scotland and Wales, but local communities are encouraged to participate in discussions concerning local service delivery.

If you are interested in Neighbourhood Plans in your area we recommend you contact your local authority for more information.



## Summary of Development Plans in Your Area

This section provides an overview of the development plan documents that are relevant to your area. It will clarify which documents we have considered to produce the report. This section will also list any additional documents we have not considered; you may wish to investigate these independently.

### Which Development Plans have we searched?

This report will provide details of development plans published by Local Authorities. We capture plans at 'deposit' stage (when a draft plan is submitted for approval) and again when formally adopted. The following documents within the surrounding area have been captured by us.

Plan Name	Local Authority	Plan Status	Date
Site Specific Policies & Allocations DPD	Breckland District Council	Adopted	19th January 2012
Thetford Area Action Plan	Breckland District Council	Adopted	5th July 2012
Breckland District Local Plan	Breckland District Council	Adopted	30th September 1999
Core Strategy and Development Control Policies Document	Breckland District Council	Adopted	17th December 2009
Proposals Map	Breckland District Council	Adopted	19th January 2012

We will report information taken from maps within these documents if policies and designations are found within the search distances we have used for each section.

Each development plan will also contain detailed explanations of various policies and proposals for the area, some of which are likely to be unmapped and so will not be included in this report.

### Other Documents in your Area

Alongside the main development plans we summarise there can be other documents that have been published that may also be relevant to your area. This may also include plans that are still being prepared, or that have very recently been published, and therefore have not yet been considered by us.

If a document appears on this list it does not necessarily mean that your property is directly affected by the plan, but that your property is considered to be within the area the document covers. These could be documents such as area wide strategic plans or guidance statements. You may wish to research these documents independently.

Plan Name	Local Authority	Plan Status	Adopted Date
Community Infrastructure Levy (CIL)	Breckland District Council	On Hold	Not Supplied
Neighbourhood Plan - Attleborough	Breckland District Council	Under Preparation	Not Supplied
Neighbourhood Plan - Croxton, Brettenham and Kilverstone	Breckland District Council	Under Preparation	Not Supplied
Neighbourhood Plan - Kenninghall	Breckland District Council	Under Preparation	Not Supplied
Neighbourhood Plan - Mattishall	Breckland District Council	Under Preparation	Not Supplied
Neighbourhood Plan - Swanton Morley	Breckland District Council	Under Preparation	Not Supplied
Neighbourhood Plan - Rocklands	Breckland District Council	Under Preparation	Not Supplied
Neighbourhood Plan - Dereham	Breckland District Council	Under Preparation	Not Supplied

# Land Use Designations

## Section 2

Plan Name	Local Authority	Plan Status	Adopted Date
Neighbourhood Plan - Yaxham	Breckland District Council	Under Preparation	Not Supplied
Neighbourhood Plan - Saham Toney	Breckland District Council	Under Preparation	Not Supplied
Neighbourhood Plan - Swaffham	Breckland District Council	Under Preparation	Not Supplied
Norfolk Minerals & Waste LDF - Minerals Site Allocations : Single Issue Silica Sand Review	Norfolk County Council, Planning & Transportation - Minerals & Waste	Under Preparation	Not Supplied
Norfolk Minerals & Waste LDF - Local Plan	Norfolk County Council, Planning & Transportation - Minerals & Waste	Under Preparation	Not Supplied
Neighbourhood Plan - New Buckenham	Breckland District Council	Under Preparation	Not Supplied
Norfolk Minerals & Waste LDF - Statement of Community Involvement - Revision	Norfolk County Council, Planning & Transportation - Minerals & Waste	Adopted	2012
Norfolk Minerals & Waste LDF - Minerals & Waste Development Scheme	Norfolk County Council, Planning & Transportation - Minerals & Waste	Approved	2017
Norfolk Minerals & Waste LDF - Core Strategy	Norfolk County Council, Planning & Transportation - Minerals & Waste	Adopted	2011
Norfolk Minerals & Waste LDF - Waste Site Allocations	Norfolk County Council, Planning & Transportation - Minerals & Waste	Adopted	2013
Norfolk Minerals & Waste LDF - Minerals Site Allocations	Norfolk County Council, Planning & Transportation - Minerals & Waste	Adopted	2013
Breckland LDF - Local Plan	Breckland District Council	Under Preparation	Not Supplied
Breckland LDF - Local Development Scheme	Breckland District Council	Approved	2017
Breckland LDF - Statement of Community Involvement	Breckland District Council	Adopted	2013
East Of England Regional Waste Management Strategy	East of England Regional Assembly, Planning	Approved	2003

### Where can you find these plans?

A local authority will usually publish development plans on their website. The planning policy sections of the relevant local authority websites are listed below. If a plan is not available here you may be able to obtain a copy by contacting the relevant local authority.

Local Authority	Planning Policy Website
Breckland District Council	<a href="http://www.breckland.gov.uk/planningpolicy">http://www.breckland.gov.uk/planningpolicy</a>
East of England Regional Assembly, Planning	Not Supplied
Department for Communities and Local Government (formerly ODPM)	Not Supplied
Environment Agency, Head Office	Not Supplied



## Section 2a: Housing and Community Map

The map below shows policies and designations relating to Housing and Community Facilities in your local area. Further information is provided in the tables that follow.



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## Section 2a: Housing and Community

The tables below provide information about the policies and designations within your area that relate to Housing and Community. For example, this could include housing developments, education and health care provision.

### Recent Plans

The following tables contain recent plans for your area. We consider recent plans to be documents published since an update to planning legislation in 2004 meant local authorities changed the way they prepare development plans. From these plans, we have found the following designations in your area.

Plan	Proposals Map (19th January 2012) Adopted		
ID	Description	Policy Detail	Source Map
5, 6, 7, 8	Sites with Planning Permission for Housing	No associated policies	Necton

### Older Plans

The following tables contain plans published prior to 2004, or prepared under the pre-2004 approach and then published at a later date. The local authority will be in the process of replacing these plans with newer documents, but even where later plans are available some policies and designations from within the below plans may be 'saved' and still relevant. From these plans, we have found the following designations in your area.

Plan	Breckland District Local Plan (30th September 1999) Adopted		
ID	Description	Policy Detail	Source Map
9	Site with Planning Permission for Residential Development of 0.4 Hectares or Over	No associated policies	Necton



## Section 2b: Business and Economy

The tables below provide information about the policies and designations within your area that relate to Business and Economy. For example, this could include tourism, entertainment facilities and retail centres.

### Recent Plans

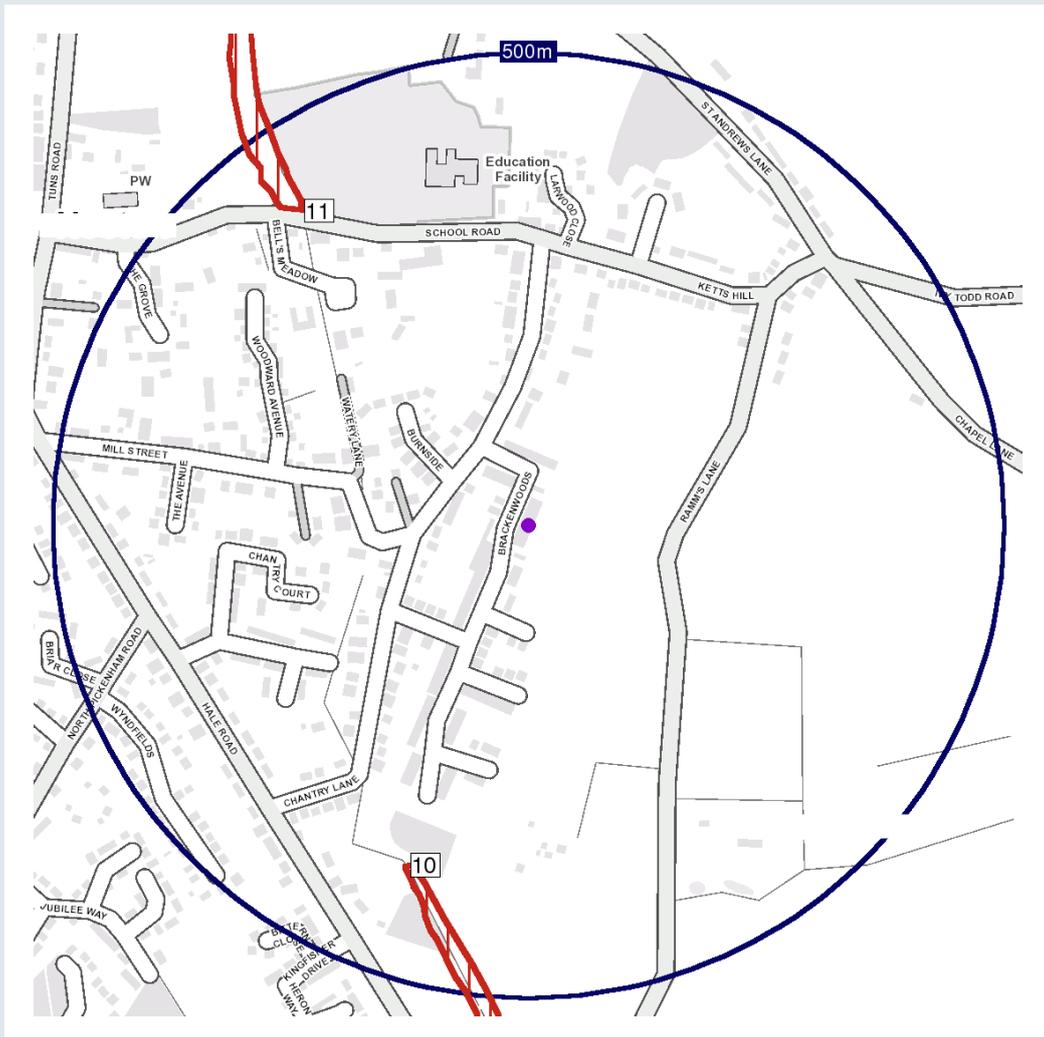
The following tables contain recent plans for your area. We consider recent plans to be documents published since an update to planning legislation in 2004 meant local authorities changed the way they prepare development plans. From these plans, we have found the following designations in your area.

Plan	Core Strategy and Development Control Policies Document (17th December 2009) Adopted		
ID	Description	Policy Detail	Source Map
Not Mapped - (Due to Quality of Source Mapping)	Local Service Centres	No associated policies	Key Diagram



## Section 2c: Resources and Waste Map

The map below shows policies and designations relating to Resources and Waste in your local area. Further information is provided in the tables that follow.



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## Section 2c: Resources and Waste

The tables below provide information about the policies and designations within your area that relate to Resources and Waste. For example, this could include energy production and waste disposal.

### Recent Plans

The following tables contain recent plans for your area. We consider recent plans to be documents published since an update to planning legislation in 2004 meant local authorities changed the way they prepare development plans. From these plans, we have found the following designations in your area.

Plan	Proposals Map (19th January 2012) Adopted		
ID	Description	Policy Detail	Source Map
Not Mapped - (Due to Quality of Source Mapping)	Flood Zone 2	No associated policies	Proposals Map
10, 11	Flood Zone 3a	No associated policies	Necton

### Next Steps

If there are policies that indicate the area could be affected by flood risk, you may wish to investigate this further. In order to gain more detailed information on the likelihood of your property being impacted by a flood event and the potential impact on insurance, we recommend that you purchase our [Homecheck Professional Flood Report](#).

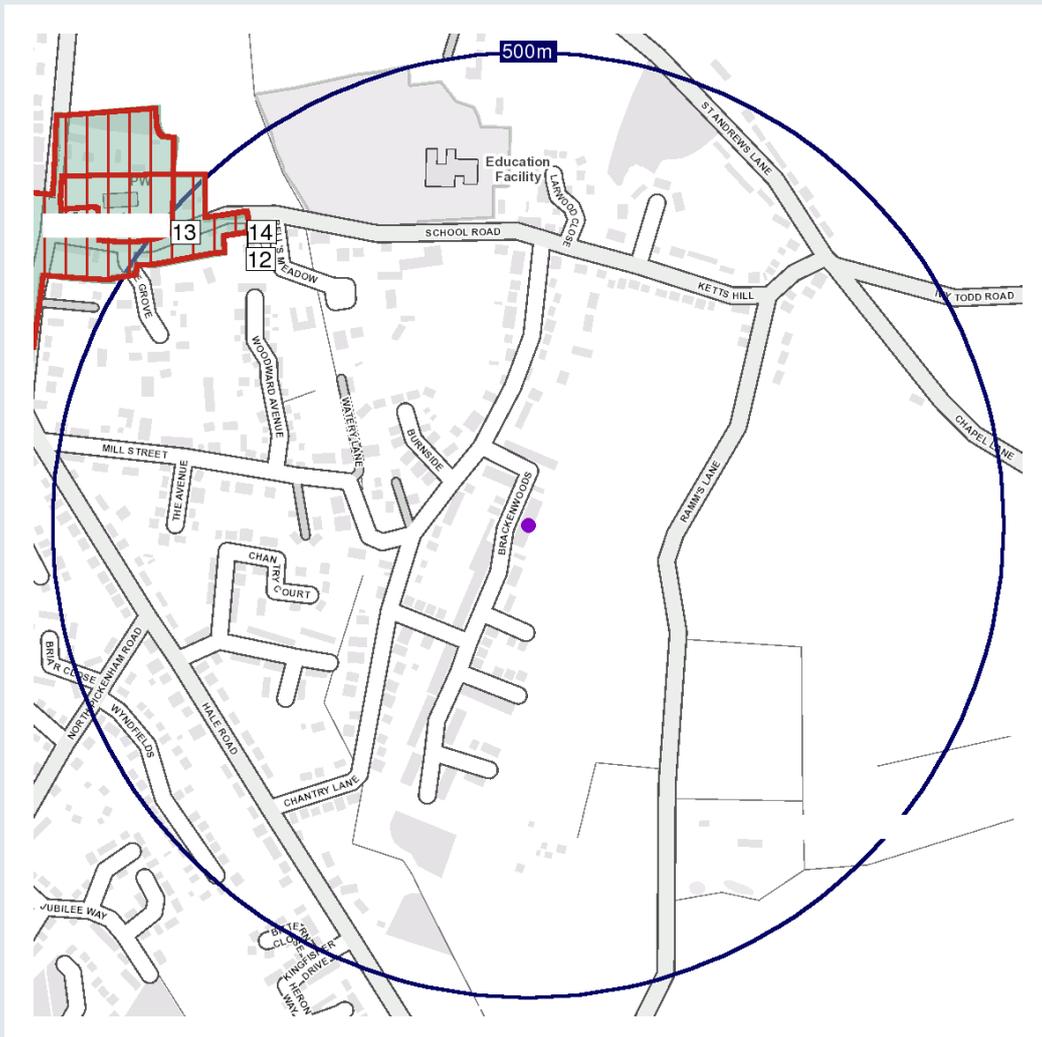
If you are interested in the potential impact of Energy Production, Wind Farms or Solar Farms on your property we recommend that you purchase an [Argyll Energy & Infrastructure Report](#). This report has been produced to specifically consider the impacts of these types of development.

If you would like more information please contact your Search Provider or our Customer Services Team on 0844 844 9966 or email [helpdesk@landmark.co.uk](mailto:helpdesk@landmark.co.uk).

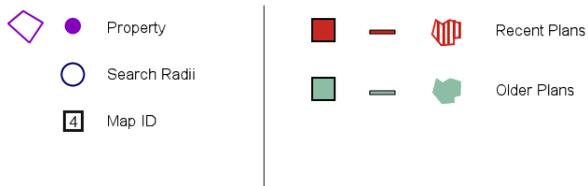


## Section 2e: Heritage and Open Environment Map

The map below shows policies and designations relating to Heritage and the Open environment in your local area. Further information is provided in the tables that follow.



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## Section 2e: Heritage and Open Environment

The tables below provide information about the policies and designations within your area that relate to Heritage and the Open environment. For example, this could include conservation areas, the Green Belt and Areas of Outstanding Natural Beauty (AONB's). Specially designated heritage areas, or areas with heritage polices, can sometimes have associated development restrictions or conditions. There can also be restrictions to development if you live near a site with an environmental designation. These restrictions can be of value to residents as they often aim to enhance and preserve the character of the area. However, if you are planning to alter or develop your property in the future it would be prudent to check any impacts.

### Recent Plans

The following tables contain recent plans for your area. We consider recent plans to be documents published since an update to planning legislation in 2004 meant local authorities changed the way they prepare development plans. From these plans, we have found the following designations in your area.

Plan	Proposals Map (19th January 2012) Adopted		
ID	Description	Policy Detail	Source Map
12	Conservation Area	No associated policies	Necton
13	Open Space	No associated policies	Necton

### Older Plans

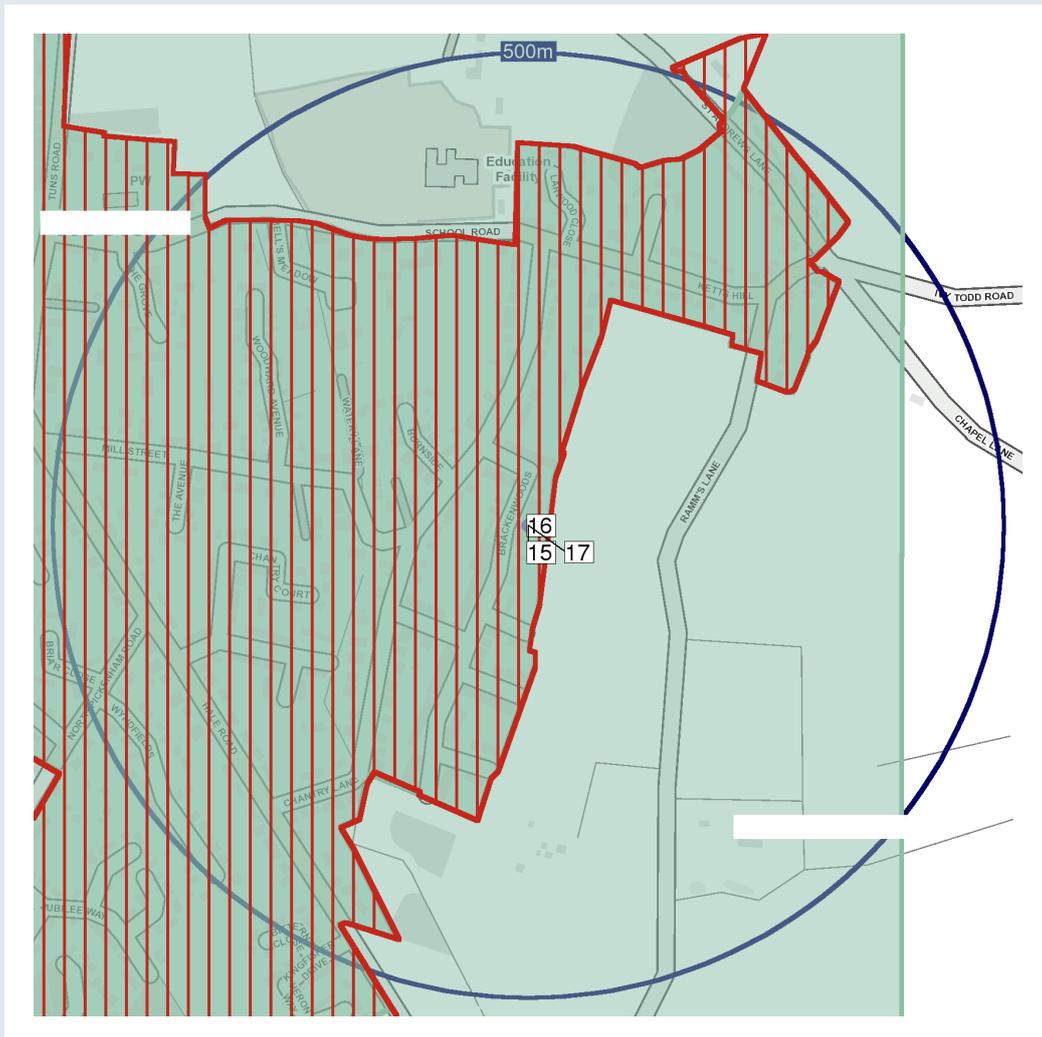
The following documents are plans that were published prior to 2004, or were prepared under the pre-2004 approach and then published at a later date. The local authority will be in the process of replacing these plans with newer documents, but even where later plans are available some policies and designations from within the below plans may be 'saved' and still relevant. From these plans, we have found the following designations in your area.

Plan	Breckland District Local Plan (30th September 1999) Adopted		
ID	Description	Policy Detail	Source Map
14	Conservation Area	No associated policies	Necton



## Section 2f: Other Sites Map

The map below shows policies and designations relating to 'Other Sites' in your local area. Further information is provided in the tables that follow.



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## Section 2f: Other Sites and Boundaries

The tables below provide information about the policies and designations within your area that relate to 'Other Sites'. This includes areas that have been identified for mixed use, or for more general development and regeneration.

This section also provides details of any designations in your area we have captured as 'boundaries'. These are designations indicating the limits of a particular defined area. For example, a settlement boundary will generally show the area that, for the purpose of the development plan, forms a particular settlement (e.g. a town). This might be used when forming or explaining policies, eg. policies could reference that development within a settlement boundary may be preferred over development outside a settlement boundary.

### Recent Plans

The following tables contain recent plans for your area. We consider recent plans to be documents published since an update to planning legislation in 2004 meant local authorities changed the way they prepare development plans. From these plans, we have found the following designations in your area.

Plan	Proposals Map (19th January 2012) Adopted		
ID	Description	Policy Detail	Source Map
15	Settlement Boundary	No associated policies	Necton

### Older Plans

The following tables contain plans published prior to 2004, or prepared under the pre-2004 approach and then published at a later date. The local authority will be in the process of replacing these plans with newer documents, but even where later plans are available some policies and designations from within the below plans may be 'saved' and still relevant. From these plans, we have found the following designations in your area.

Plan	Breckland District Local Plan (30th September 1999) Adopted		
ID	Description	Policy Detail	Source Map
16	Inset Boundary	No associated policies	Necton
17	Settlement Boundary	No associated policies	Necton



## Understanding This Section

In this section we have summarised some information about the local area to give you an overview of your neighbourhood. This includes information about the type of housing and people you might find in your vicinity. We also provide information about the key services and facilities nearby that may be useful to you when you move into your new home.

### Section Overview



#### Section 3a: Rights of Way

The Ordnance Survey map in this section shows rights of way in your area. A 'right of way' is the legal right to use a specified route through grounds, or across property, that belongs to someone else.



#### Section 3b: Housing

This section provides general information about the ownership, type and average prices of property in your neighbourhood. This section will also show the Council Tax bands for your area.



#### Section 3c: Population

This section shows the age, education and occupation profiles of people within your local community.



#### Section 3d: Education

This section identifies educational establishments in your area. A map will show the school locations and further details are included in tables that follow.



#### Section 3e: Amenities

This section identifies the nearest useful facilities and services in your neighbourhood. This includes a wide range of amenities from doctors to supermarkets.

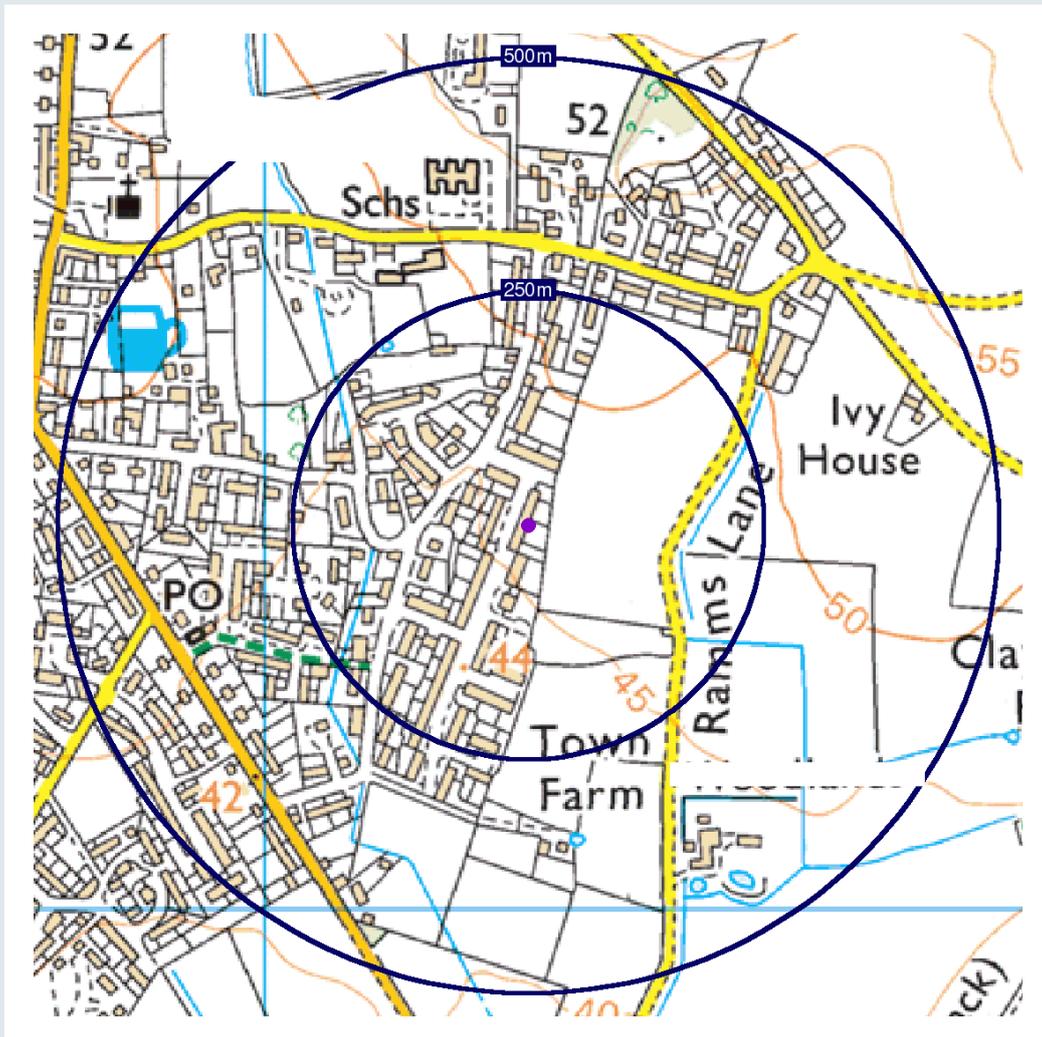
### Next Steps

For further information you can visit the web links provided throughout this section. For help with the report contact our customer service team on 0844 844 9966 or [helpdesk@landmark.co.uk](mailto:helpdesk@landmark.co.uk)



## Section 3a: Rights of Way Map

The map below shows the existing public footpaths, bridleways and byways identified on Ordnance Survey 1:25000 mapping.



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<ul style="list-style-type: none"> <li> Property</li> <li> Search Radii</li> </ul>	<p><b>Public Rights of way</b> (Rights of way are not shown on maps of Scotland)</p> <ul style="list-style-type: none"> <li> Footpath</li> <li> Byway open to all traffic</li> <li> Road used as a public path</li> </ul> <p>The representation on this map of any other road, track or path is no evidence of the existence of a right of way. Full list of symbols is shown in the User Guide.</p> <p><b>Other Public Access</b></p> <ul style="list-style-type: none"> <li> Other routes with public access</li> </ul> <p>The exact nature of the rights on these routes and the existence of any restrictions may be checked with the local highway authority. Alignments are based on the best information available.</p>	<ul style="list-style-type: none"> <li> National trail or Recreational path</li> <li> Permitted Bridleway</li> <li> Permitted Footpath</li> </ul> <p>Paths and bridleways along which landowners have permitted public use but which are not rights of way. The agreements may be withdrawn.</p> <ul style="list-style-type: none"> <li> Permitted Bridleway coincident with a right of way.</li> <li> Selected cycle route off and on road.</li> </ul>
--	--	---



## Section 3b: Housing

The information below provides an overview of housing statistics for the nearby area.

### Council Tax

The table below shows you the Council Tax Bands for your Local Authority. You can visit [www.voa.gov.uk](http://www.voa.gov.uk) to establish the council tax band of your property.

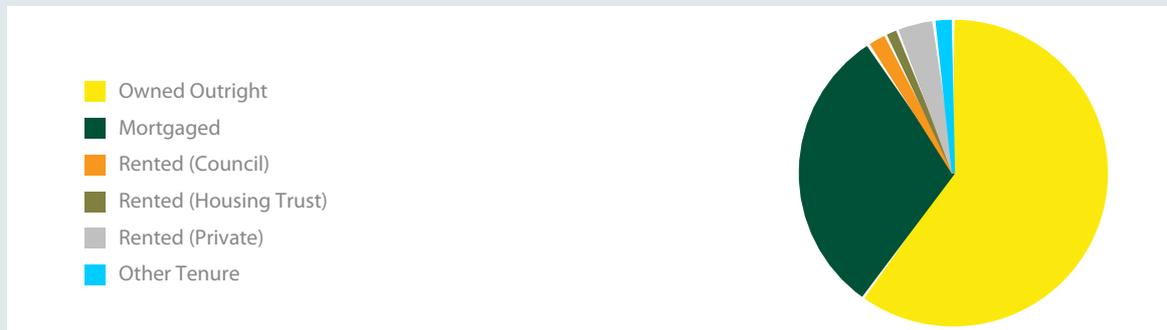
Local Authority: Breckland District Council

Tax Band	Band A	Band B	Band C	Band D	Band E	Band F	Band G	Band H
Local Cost	£1086	£1267	£1448	£1630	£1992	£2354	£2716	£3259

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### Housing Market

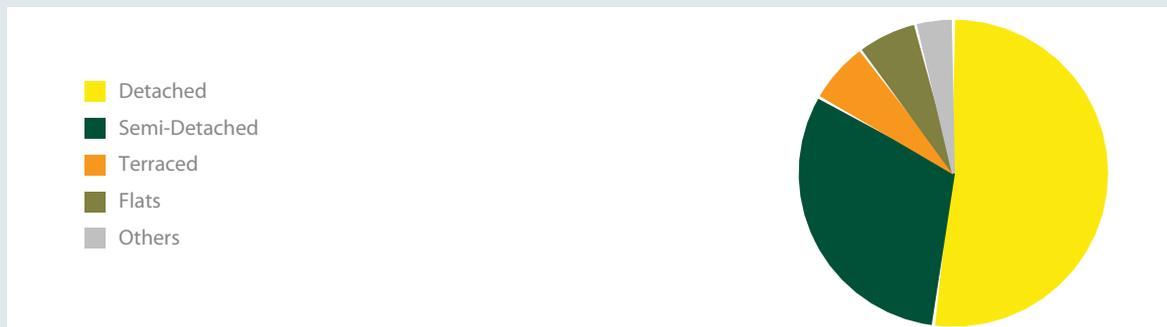
The pie chart below provides an indication of the types of home ownership likely in PE37 8EU.



© CallCredit Marketing Limited

### Housing Type

The pie chart below provides an indication of the types of housing likely in PE37 8EU.



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### Average Property Price

The average property price in PE37 8EU is :

**£149,362 - £161,783**

The average price bands are calculated by EuroDirect using the latest available data from Her Majesty's Land Registry. They represent a snapshot in time as at the most recent date. Please note, where a postcode comprises less than 16 addresses the information is derived from the wider postcode sector.



## Section 3c: Population

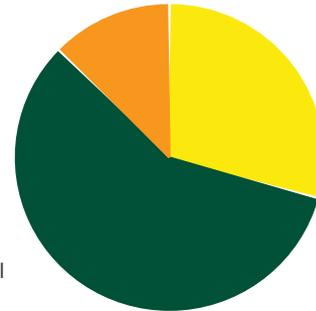
The information below provides an overview of the local community.

### Qualifications

The pie chart below shows the level of qualification attained by people in your area.

- No Qualifications
- Lower level Qualifications
- Higher Level Qualifications

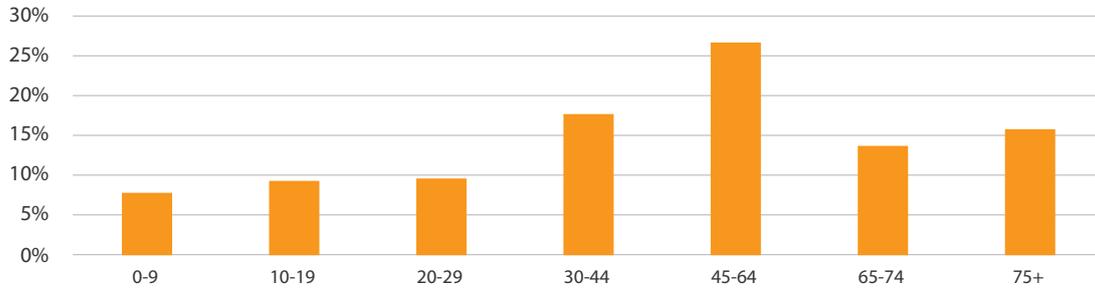
No Qualifications includes people with an education level below GCSE  
 Lower Level Qualifications includes people educated to at least a GCSE level  
 Higher Level Qualifications defines people educated to at least a University level



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### Age

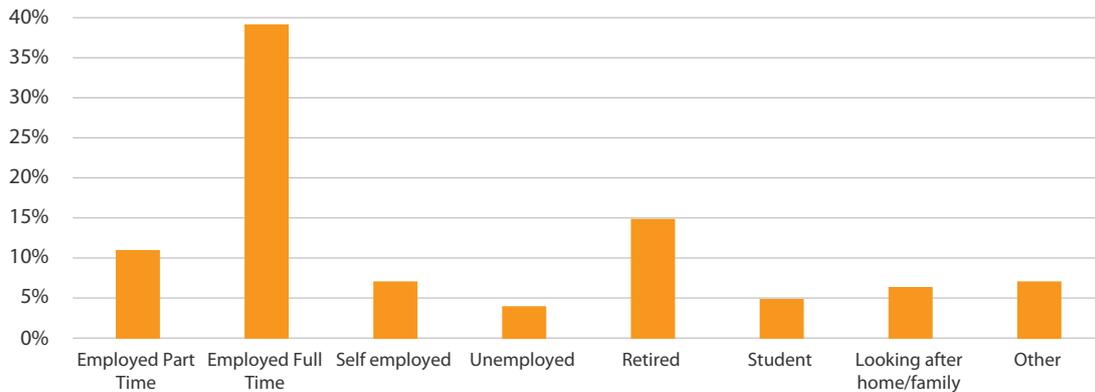
The graph below provides an indication of the age profile likely in PE37 8EU.



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### Occupation

The graph below provides an indication of the occupation profile likely in PE37 8EU.

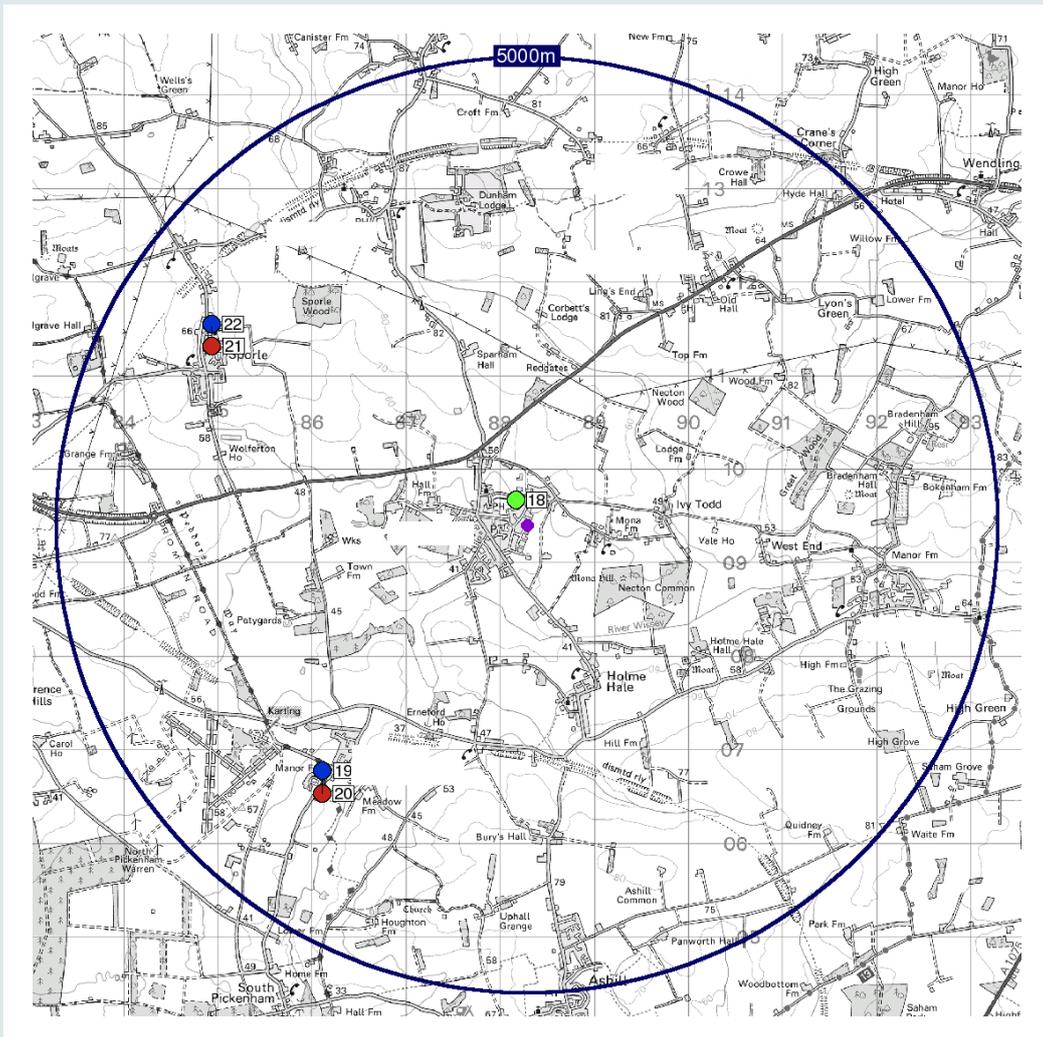


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## Section 3d: Education Map

The map below shows schools up to 5 km from the property. Details of the schools are listed in the tables that follow.



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	Property		Primary Education		Outstanding
	Search Radii		Secondary Education		Good
	Map ID		Further Education		Requires Improvement
			Other Schools/ Education Centres		Inadequate
					Not Available



### Section 3d: Education

The table below provides further details of schools within 5 km of the property.

#### Primary Education

ID	Name and Address	School Type	Inspection Result
18	Necton VA Primary School, PE37 8HT	Voluntary aided school	Good
19	St Andrew's Church of England Primary Academy, PE37 8DA	Academies	Not Available
20	St Andrew's Church of England Primary School, PE37 8DA	Voluntary aided school	Inadequate
21	Sporle Voluntary Controlled Primary School, PE32 2DR	Voluntary controlled school	Inadequate
22	Sporle Church of England Primary Academy, PE32 2DR	Academies	Not Available

#### Secondary Education

No schools found

#### Further Education

No schools found

#### Other Schools and Education Centres

No schools found

The school admission process can vary depending on the individual school or Local Authority. For general information about selecting and applying for school places please visit [www.gov.uk/schools-admissions](http://www.gov.uk/schools-admissions). Your local council will also be able to provide further advice about the process in your area.

We do not currently hold inspection results for establishments in Scotland, but these are available at [www.educationscotland.gov.uk](http://www.educationscotland.gov.uk).

Most schools are only inspected every few years. If you would like to investigate ratings and read the full inspection reports these are available at [www.ofsted.gov.uk](http://www.ofsted.gov.uk) (England), [www.estyn.gov.uk](http://www.estyn.gov.uk) (Wales) or [www.educationscotland.gov.uk](http://www.educationscotland.gov.uk) (Scotland).



## Section 3e: Amenities

This section provides the location of key facilities near to your property.

### Where Is The Nearest...?

Post Box		313m NE
Post Office		375m W
Hospital	Swaffham Community Hospital -	6.2km W
Cash Machine	Cash Machine (Omnicash Ltd) - Three Ways Store 30, The Street	3.8km NW
Convenience Store	Threeway Stores - Three Ways Store 30,	3.8km NW
PayPoint	Necton Stores - 25, Hale Road	374m W
Library	Swaffham Library - Swaffham Library, The Square, Swaffham, Norfolk	6.3km W
Cinema	Hollywood Cinemas - Market Place, Dereham,	11.3km E
Recycling Centre	Recycling Centre -	19.1km N
Petrol Station	Swaffham Service Station -	3.9km W
Bus Stop	Mini-Market - PE37	396m W
Railway Station	Attleborough Rail Station -	22.2km SE

### Facilities In The Local Area

The tables below show useful facilities within 5km of your property. Up to 3 features will be listed for each category.

#### Healthcare

##### Doctors

Name	Address
Oak Farm Surgery	
Plowright Surgery	

##### Dentists

No results found.

##### Chemists

No results found.

##### Veterinary Clinics

No results found.



## Sports and Leisure Facilities

### Golf Ranges, Courses, Clubs and Professionals

No results found.

### Gyms, Sports Halls and Leisure Centres

No results found.

### Sports Grounds, Stadia and Pitches

Name	Address
Playing Field	
Playing Field	
Recreation Ground	

### Playgrounds

No results found.

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# Useful Information and Contacts

Please see below the contact details of all those referred to within this report.

For all other queries please contact:

### Landmark Information Group

Imperium  
Imperial Way  
Reading  
RG2 0TD

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

**0844 844 9966**

or by email at:

helpdesk@landmark.co.uk

Contact	Name	Address	Contact Details
1	<b>Breckland District Council</b>	Elizabeth House Walpole Loke Dereham Norfolk NR19 1EE	<b>T:</b> 01362 695333 <b>F:</b> 01362 692582 <b>W:</b> www.breckland.gov.uk
2	<b>Planning &amp; Transportation - Minerals &amp; Waste Norfolk County Council</b>	County Hall Martineau Lane Norwich Norfolk NR1 2DH	<b>E:</b> information@norfolk.gov.uk <b>T:</b> 0844 800 8020 <b>F:</b> 0844 800 8012 <b>W:</b> www.norfolk.gov.uk

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Full Terms and Conditions can be found on the following link: <http://www.landmarkinfo.co.uk/Terms/Show/515>

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Tel: 0844 844 9966

Fax: 0844 844 9980

Email: [helpdesk@landmark.co.uk](mailto:helpdesk@landmark.co.uk)

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- Promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals.
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- Handle complaints speedily and fairly.
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If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

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

TPOs Contact Details:

The Property Ombudsman scheme  
Milford House  
43-55 Milford Street  
Salisbury  
Wiltshire SP1 2BP

Tel: 01722 333306

Fax: 01722 332296

Web site: [www.tpos.co.uk](http://www.tpos.co.uk)

Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

You can get more information about the PCCB from [www.propertycodes.org.uk](http://www.propertycodes.org.uk).

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

## Complaints Procedure

If you want to make a complaint, we will:

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

Complaints should be sent to:

Landmark Information Group Ltd  
Landmark UK Property  
Imperium  
Imperial Way  
Reading  
RG2 0TD

Tel: 0844 844 9966  
Email: [helpdesk@landmark.co.uk](mailto:helpdesk@landmark.co.uk)  
Fax: 0844 844 9980

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman Scheme (TPOs):

Tel: 01722 333306  
Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

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

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Firms which subscribe to the Search Code will:

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

### Complaints

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

You can get more information about the PCCB from [www.propertycodes.org.uk](http://www.propertycodes.org.uk).

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

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

Acknowledge it within 5 working days of receipt. Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt. Keep you fully informed by telephone, letter or email, as you prefer, if we need more time. Provide a final response, in writing, at the latest within 40 working days of receipt. Liaise, at your request, with anyone acting formally on your behalf. If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: [admin@tpos.co.uk](mailto:admin@tpos.co.uk).

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision. Complaints should be sent to: Customer Services at DevAssist Ltd, Crown House, High Street, East Grinstead, West Sussex, RH19 3AF. Telephone number: 01342 890010 E-mail address: [info@devassist.co.uk](mailto:info@devassist.co.uk)

## Terms and Conditions for DevAssist products.

### 1. Definitions

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

- 1.1 "Client" means the seller, buyer, potential buyer, owner or lender in respect of the Property who is the intended recipient of the Report notified in writing to us.
- 1.2 "Company" means a company registered at Companies House in respect of which DevAssist has been instructed to provide a Service.
- 1.3 "Intellectual Property Rights" means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property right.
- 1.4 "Literature" means DevAssist brochures, price lists and advertisements in any type of media, including the content of the Website.
- 1.5 "Order" means the request for Services by You.
- 1.6 "Property" means an address or location for which DevAssist provides a Service.
- 1.7 "Report" means the report prepared by DevAssist in respect of the Property.
- 1.8 "Service(s)" means the supply of services by DevAssist to You including but not limited to property searches, reports and photographs, and other services from time to time and includes our instructions to a Supplier, on your behalf and the dissemination of the information subsequently provided by the Suppliers.
- 1.9 "Supplier" means any organisation or third party who provides data or information of any form to DevAssist for the purposes of providing the Services.
- 1.10 "Terms" means these terms and conditions of business.
- 1.11 "Website" means our websites located at [www.devassist.co.uk](http://www.devassist.co.uk)
- 1.12 "We", "Us", "Our", DevCheck, DevAssess, DevHelp, DevAssist are references to DevAssist Ltd a company incorporated in England and Wales with registered number 07915521 England and whose registered office is situated at 73 Church Rd, Hove, East Sussex, BN3 2BB.
- 1.13 "You" and "Your" are references to the individual, company, partnership or organisation who accesses the Website or places an Order.

### 2. Agreement

- 2.1 The agreement between You and DevAssist shall come into existence when DevAssist accepts your completed Order.
- 2.2 These Terms, as maybe varied from time to time, shall govern the agreement between You and DevAssist to the exclusion of all other terms and conditions.
- 2.3 By submitting an Order, you shall be deemed to have accepted these Terms and You agree to be bound by these Terms when You place any Order. Your continued use of the Services shall amount to your acceptance of any variations to these Terms.
- 2.4 These Terms together with the Literature and Order comprise the whole agreement relating to the supply of the Services to You by DevAssist You have not relied upon any representations save insofar as the same have been expressly incorporated in these Terms and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.

### 3. Services

- 3.1 DevAssist shall use reasonable care and skill in providing the Services to You and shall use only established and trusted suppliers where obtaining information or data from third parties. Where Suppliers require or provide their own conditions for use to which you are required to be a party you agree to enter into the relevant contract with the Supplier.
- 3.2 We reserve the right to make any changes to the Services described in our Literature to conform with any applicable statutory requirements or which we deem appropriate in our sole discretion.
- 3.3 Our Services are provided solely for Your use, or the use of Your Clients on whose behalf You have commissioned the Services, and shall not be used or relied upon by any other party, without Our written consent.
- 3.4 In providing search reports and services DevAssist will comply with the Search Code
- 3.5 DevAssist assumes that the value of the property does not exceed £2 million and that it is the responsibility of the customer to advise the firm at the time of requesting the search where the value of the property exceeds £2 million

### 4. Price and Payment

- 4.1 The price payable for the Services shall be in pounds sterling. The price for the Services shall be exclusive of any value added tax or other similar taxes or levies, which You shall be additionally liable to pay to DevAssist.
- 4.2 Payment is due in full from You within 30 days of the date of Our invoice (or as contracted) without deduction, counterclaim or set off.
- 4.3 DevAssist reserves the right to amend its prices from time to time and the Services will be charged at the price applicable at the date on which an Order is submitted.
- 4.4 If You fail to pay Our invoice on or before the due date, DevAssist may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding payment is made in full.

### 5. Cancellation of Services

- 5.1 If You want to cancel an Order submitted to Us then You must notify Us in writing as soon as reasonably practicable after the Order has been submitted. Unless otherwise agreed by Us in writing, You shall remain liable for any expenses or disbursements We may have incurred prior to receiving your notice of cancellation. All expenses or disbursement must be paid in accordance with Term 4.2.

### 6. Termination

- 6.1 DevAssist may suspend or terminate any agreement with You without any liability to You with immediate effect if at any time:
  - (i) You fail to make any payment due in accordance with Term 4;
  - (ii) If You repeatedly breach or commit or cause to be committed a material breach of these Terms; or
  - (iii) You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so.
- 6.2 If the agreement is terminated under this Term 6 and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us having regard to the value of Services already provided to You.

### 7. Events Beyond Our Control

- 7.1 We reserve the right without notice or liability to You, to defer the date of performance or to cancel the provision of the Services (as set out in a particular Order) or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control provided that, if the event in question continues for a continuous period in excess of [60] days, You shall be entitled to give notice in writing to us to terminate the Order.

### 8. Warranties and Limitation of Liability

- 8.1 We provide warranties and accept liability only to the extent stated in this Term 8.
- 8.2 Unless otherwise indicated on the front page of the Report, We confirm that any individuals within Our business who conducted any searches has not knowingly had any personal or business relationship with any individual involved in the sale of or dealings with the Property.
- 8.3 In providing the Services you acknowledge and accept that:
  - (i) DevAssist's only obligation is to exercise reasonable care and skill in providing the Services.
  - (ii) DevAssist shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event,

action or default by DevAssist.

(iii) The Services do not include any information relating to the value or worth of the Property or the Company.

(1v) The Services have not been prepared to meet Your or anyone else's individual requirements and You assume the entire risk as to the suitability of the Services and waive any claim of detrimental reliance upon the same.

(v) DevAssist cannot warrant or guarantee that the Website or any website linked to or from the Website will be uninterrupted or error free or free of viruses or other harmful components and furthermore DevAssist cannot warrant the performance of any linked internet service not operated by DevAssist. Accordingly DevAssist shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to Your computer equipment, software, data or other property resulting from Your access to, use of or browsing of the Website; or as a result of downloading any material, data, text, images, video or audio from the Website; or by the contents of or Your access to, any website linked to the Website; or for inaccuracies or typographical errors of information or on the Website.

(vi) Time shall not be of the essence with respect to the provision of the Services.

(vii) Any services other than our Services, which are advertised in the Literature are for information only, and We are not responsible for any such services which You may use as a result of our recommendation or otherwise. Any such third party services may be subject to the terms and conditions of the relevant third party service provider.

8.4 In connection with the Report You undertake to make a reasonable inspection of any results set out therein to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify Us in writing of such defect as soon as possible after its discovery and acknowledge that DevAssist shall not be liable for any defect, failure or omission relating to the Services that is not notified to DevAssist within three months of the date of the issue becoming apparent and in any event within two years of the date of the Service.

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

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

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

8.7 In any event, and notwithstanding anything contained in these Terms, DevAssist's total liability in contract, tort or otherwise shall not exceed £2m in respect of any single claim, event, or series of related claims or events and, save as set out herein, all warranties, conditions and other terms implied by statute or common law are excluded, to the fullest extent permitted by law.

### 9. Independent dispute resolution

9.1 If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint to The Property Ombudsman scheme (website [www.tpos.co.uk](http://www.tpos.co.uk), email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)). We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

### 10. Intellectual Property Rights

- 10.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either DevAssist or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.
- 10.2 You agree that You will treat and will procure that Your clients on whose behalf You have commissioned the Services will treat as strictly private and confidential the Services and all information which they obtain from the Services.
- 10.3 You agree that You will procure that Your clients on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with DevAssist change, amend, remove, alter or modify the Service or any trademark or proprietary marking in the Service.
- 10.4 You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this Term 9.

### 11. General

- 11.1 You shall not be entitled to assign Your agreement with Us or any part of it without Our prior written consent.
- 11.2 We may assign the agreement or any part of it to any person, firm or company.
- 11.3 The parties to these Terms do not intend that any term of Our agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.
- 11.4 Failure or delay by Us in enforcing or partially enforcing any provision of the agreement will not be construed as a waiver of any of Our rights under the agreement.
- 11.5 Any waiver by Us of any breach of, or any default under, any provision of the agreement by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the agreement.
- 11.6 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.
- 11.7 Unless otherwise stated in these Terms, all notices from You to DevAssist or vice versa must be in writing and sent to DevAssist's registered office address as stipulated in Term 1.12 or Your address as stipulated in the Order.
- 11.8 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English Courts.