

**From:** [Lucy Wheeler](#)  
**To:** [Licensing](#)  
**Subject:** FW: Reference 2019/05164/01SPRN The Old Bond Store Limited- Objective to a license application  
**Date:** 23 October 2019 19:43:19  
**Attachments:** [Local Searches- Saxon Gate.pdf](#)

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Licensing Team

Lucy Wheeler

PO Box 1767

32 Saxon Gate

Southampton

Back of the Walls

SO18 9LA

Southampton

SO14 3HA

Dear Sir/Madam,

Please see attached attendance confirmation in response to the letter I received on 15th October 2019. My neighbour Mr. George Robinson and property manager Lewis Hood from BMW Residential Ltd. would like to also attend the meeting. Within the Procedure-Applications ect. under the Licensing Act 2003 or Gambling Act 2005 document sent it states that "Where a group of witnesses wish to speak in support of the objection for similar reasons, where possible, one person should act as spokesperson for the whole group." It is my understanding that BMW Residential the management company for Saxon Gate has raised concerns about the license via email. Can I therefore suggest that the management company act on behalf of the residents at Saxon Gate to ensure that the meeting runs efficiently. I understand that other objections have been made from Saxon Gate, therefore can you please confirm the process for selecting a witness, when I am confident that we all have similar reasons for objecting the license. Furthermore the residents at Canal Walk Apartments, as I imagine their objections will be of a similar nature, if not more opposing as the flats sit directly opposite the premises.

In your response to my objection on 30th September your email stated "At the hearing the Sub-Committee will decide to grant the application in full or part, and if granted what conditions should be imposed on the license". Can I please ask that the licensing team kindly confirm what agreeing the license in part or full means? You also stated in your response that "Hearings take place in the public, although the Sub committee, may in certain instances, decide that it is in the best interests of the parties to hold the hearing in private." Can you therefore please confirm if the meeting will be open to the public or private.

I would like to submit the following evidence to support my objection. Please see attached

letter from Pip Doherty Head of Experience The Old Bond Store. The letter states that the premises will be primarily used as an office environment aiming to provide an exclusive and high quality environment for people at the top of their professions. The majority of residents at Saxon Gate will not fit into the "people at the top of their professions" category. I myself as an example work for the NHS. This demonstrates that the business that's requested the license is not for the community or local residents of southampton city centre, but for high working professionals. Therefore will not add value or enrich the lives of working people in the area. Furthermore I'd be interested to understand if the business will be an ethical employer and will be using merchandise and products that are good for the environment.

Please see attached crime rate for Southampton City Centre and England and Wales National Crime Rate Comparator scale (Sourced from: <https://www.plumplot.co.uk/Southampton-violent-crime-statistics.html> ). Crime rate in Southampton remains high against the national average in england in wales and adding another business which serves alcohol, could add to the crime rate, in terms of alcohol related violence and drug use.

Please see attached searches conducted by Talbot Law my solicitor when I was in the process of buying my flat. The only thing I can see in the searches is planning permission for offices. Should I have known that a bar playing music around 23:00 would be on my street, along with the student blocks that I knew already resided there, I may have thought differently about purchasing my first home here. Referring back to my first email the noise levels at Saxon Gate are already questionable.

The attached evidence further supports my objection made on 29th September 2019 for the Licensing Sub Committee to take into consideration on 30th October 2019 as part of their Corporate Social Responsibility.

Kindest Regards  
Lucy Wheeler  
Flat 32 Saxon Gate

Sent from [Outlook](#)

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**From:** Lucy Wheeler  
**Sent:** 27 September 2019 21:52  
**To:** [licensing@southampton.gov.uk](mailto:licensing@southampton.gov.uk) <[licensing@southampton.gov.uk](mailto:licensing@southampton.gov.uk)>  
**Subject:** Reference 2019/05164/01SPRN The Old Bond Store Limited- Objective to a license application

Licensing Team

### QUICK SEARCH SUMMARY

	Local Land Charge Entries	YES
	Planning History	YES
	Building Regulation Applications	YES
	Planning Designations & Proposals - Q1.2	YES
	Roads - Q2.1	NO
	Public Rights of Way - Q2.2	NO
	Other Matters	NO
	Road Schemes Q3.4	NO
	Rail (also refer to plan at rear of report) Q3.5 (a)	NO
	Schemes, Notices & Orders	YES
	Community Infrastructure Levy (CIL) Q3.10 (a - h)	YES
	Assets of Community Value Q3.15	NO
	Green Deal Checker	NOT AFFECTED
	Coal Checker	CLEAR

### Search Details

#### Search Prepared For:

TALBOTS (CONNELLS PANEL)

Tel: 01384 45 9551

**Search Number:**  
67971

**Your Reference:**  
973947-01/MSAR/WHEELER

#### Property:

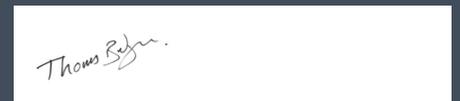
PLOT 32 SAXON GATE  
32  
SAXON GATE  
SOUTHAMPTON  
SO14 3HA

#### On Behalf of

Move Reports UK Ltd

Contact: Thomas Bridgen

Signed:



Date: 04/03/2019

## Other roadways, footpaths and footways:

ACCESS  
CANAL WALK

## Additional enquiries are to be attached on a separate sheet

No

## SEARCH PREPARED BY AND ANY ENQUIRIES TO:

**Move Reports UK :** Hilton Hall Hilton Lane, Essington  
Wolverhampton, South Staffs, WV11 2BQ

**Contact Person :** Thomas Bridgen

**Tel :** 0845 094 5733

**Fax :** 0845 094 5739

**Email :** [enquiries@movereportsuk.com](mailto:enquiries@movereportsuk.com)

## How Information Obtained

The answers to all questions within this report were obtained from public records held by the Local Authority (SOUTHAMPTON CITY COUNCIL, NORTH BLOCK BASEMENT CIVIC CENTRE SOUTHAMPTON SO14 7LY) with the exception of questions 3.5, for which non-Local Authority public records are used and question 3.14, for which data is sourced from UK Radon.

For further information contact Move Reports UK Limited.

## Optional Enquiries

Road proposals by private bodies	<input type="checkbox"/>
Advertisements	<input type="checkbox"/>
Completion notices	<input type="checkbox"/>
Parks And Countryside	<input type="checkbox"/>
Pipelines	<input type="checkbox"/>
Houses in multiple occupation	<input type="checkbox"/>
Noise abatement	<input type="checkbox"/>
Urban development areas	<input type="checkbox"/>
Enterprise zones	<input type="checkbox"/>
Inner urban improvement areas	<input type="checkbox"/>
Simplified planning zones	<input type="checkbox"/>
Land maintenance notices	<input type="checkbox"/>
Mineral Consultation Areas	<input type="checkbox"/>
Hazardous Substance Consents	<input type="checkbox"/>
Environmental And Pollution Notices	<input type="checkbox"/>
Food Safety Notices	<input type="checkbox"/>
Hedgerow Notices	<input type="checkbox"/>
Flood Defence and Land Drainage Consents	<input type="checkbox"/>
Common Land, Town And Village Greens	<input type="checkbox"/>

Plan Attached	No
Optional enquiries to be answered	No
Additional enquiries are to be attached on a separate sheet	No

**ENTRIES RELATING TO LAND AND PREMISES KNOWN AS:**

PLOT 32 SAXON GATE  
32  
SAXON GATE  
SOUTHAMPTON  
SO14 3HA

**LOCAL LAND CHARGE REGISTER ENTRIES**

- 1 SECTION 106 AGREEMENT - SEE ATTACHED
- 2 SECTION 104 AGREEMENT - SEE ATTACHED
- 3 ARTICLE 4 DIRECTION - SEE ATTACHED
- 4 ARTICLE 5 DIRECTION - SEE ATTACHED
- 5 SECTION 52 AGREEMENT - SEE ATTACHED
- 6 SMOKE CONTROL ORDER - SEE ATTACHED

**PLANNING REGISTER ENTRIES SINCE: 01-04-1974**

- 1 6 X REGISTERED PLANNING PERMISSIONS - SEE ATTACHED

**BUILDING REGULATION APPLICATIONS SINCE: 01-04-2002**

- 1 1 X BUILDING REGULATION - SEE ATTACHED

**OTHER DETAILS**

PLEASE NOTE THE FOLLOWING INFORMATION:

PLANNING APPLICATIONS RELATING TO LAND ADJOINING THE CURTILAGE OF THE ADDRESS SEARCHED DO NOT FALL WITHIN THE SCOPE OF THIS REPORT.

CONTAMINATED LAND - THE FOLLOWING MOVE REPORTS OPINION IS PROVIDED WITHIN THE LOCAL AUTHORITY CON29 REPORT No.1819-01294 WITH REPLIES AS 'NONE' 3.13 (A-C)

A) THERE IS NOT A 'HIGH POTENTIAL RISK' THAT THE SITE WILL BE IDENTIFIED AS CONTAMINATED LAND WITHIN THE MEANING OF PART 2A OF THE ENVIRONMENTAL PROTECTION ACT 1990.

B) IS UNLIKELY TO HAVE AN ADVERSE EFFECT ON THE SECURITY OF THE PROPERTY FOR NORMAL LENDING PURPOSES.

## QUESTION 1 PLANNING AND BUILDING REGULATIONS

### 1. PLANNING AND BUILDING REGULATIONS

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

The Local Authority applies a 'cut-off' date for planning applications and for building regulation applications. The records have been searched back to that date only.

(a) a planning permission;	ANY ENTRIES SHOWN ON PAGE 4
(b) a listed building consent;	ANY ENTRIES SHOWN ON PAGE 4
(c) a conservation area consent;	ANY ENTRIES SHOWN ON PAGE 4
(d) a certificate of lawfulness of existing use or development;	ANY ENTRIES SHOWN ON PAGE 4
(e) a certificate of lawfulness of proposed use or development;	ANY ENTRIES SHOWN ON PAGE 4
(f) a certificate of lawfulness of proposed works for listed buildings;	ANY ENTRIES SHOWN ON PAGE 4
(g) a heritage partnership agreement;	ANY ENTRIES SHOWN ON PAGE 4
(h) a listed building consent order;	ANY ENTRIES SHOWN ON PAGE 4
(i) a local listed building consent order;	ANY ENTRIES SHOWN ON PAGE 4
(j) building regulation approvals;	ANY ENTRIES SHOWN ON PAGE 4
(k) a building regulation completion certificate; and	ANY ENTRIES SHOWN ON PAGE 4
(l) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme	ANY ENTRIES SHOWN ON PAGE 4
How can copies of the decisions be obtained?	PLEASE CONTACT MOVE REPORTS UK
<p><b>INFORMATIVE:</b> If building control for the property is currently administered by an outside body the seller or developer should be asked to provide evidence of compliance with building regulations.</p>	<p><b>INFORMATIVE:</b> The owner or occupier of the property should be asked to produce any such certificate.  The seller or developer should be asked to provide evidence of compliance with building regulations.</p>

### 1.2 Planning Designations & Proposals.

<p>What designations of land use for the property or the area, and what specific proposals for the property are contained in any current adopted or proposed development plan?</p> <p>This reply reflects policies or proposals in any existing development plan and in any formally proposed alteration or replacement plan, but does not include policies contained in planning guidance notes.</p>	<p>Core Strategy (amended March 2015), The City Centre Action Plan (adopted March 2015) and The Local Plan Review (Amended March 2015):</p> <p>- CITY CENTRE BOUNDARY</p>
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**QUESTION 2 ROADS AND PUBLIC RIGHTS OF WAY**

**2. ROADS AND PUBLIC RIGHTS OF WAY**

Which of the roads, footways and footpaths named in the application for this search are:

(a) highways maintainable at public expense:	ACCESS - NO CANAL WALK - YES BACK OF THE WALLS - YES
(b) subject to adoption and supported by a bond or bond waiver;	NONE
(c) to be made up by a Local Authority who will reclaim the cost from the frontagers; or	NONE
(d) to be adopted by a Local Authority without reclaiming the cost from the frontagers?	NONE
<p>If a road, footpath or footway is not a highway, there may be no right to use it. The Company cannot express an opinion without seeing the title plan of the property and requesting the Local Authority to carry out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.</p>	

**Public rights of way**

<p><b>2.2</b> Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?</p>	NO
<p><b>2.3</b> Are there any pending applications to record a public right of way that abuts, or crosses the property, on a definitive map revised definitive map?</p>	NO
<p><b>2.4</b> 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?</p>	NO
<p><b>2.5</b> If so, Please attach a plan showing the approximate route</p>	

**QUESTION 3 OTHER MATTERS**

From records inspected, do any of the following matters apply to the property?

<b>3.1 Land required for Public Purposes</b>	
Is the property included in land required for public purposes?	NO
<b>3.2 Land to be acquired for Road Works</b>	
Is the property included in land to be acquired for roadworks?	NO
<b>3.3 Drainage Matters</b>	
(a) Is the property served by a sustainable urban drainage system (SuDS)?	Informative: Many Local Authority records do not allow for the provision of comprehensive answers for these questions. We therefore recommend checking planning approvals, section 106 agreements and referring to the vendor and or developer in order to establish if the property is served by a Sustainable Urban Drainage System
(b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?	NOT APPLICABLE
(c) If the property benefits from SuDS for which there is a charge, who bills the property for the surface water drainage charge?	NOT APPLICABLE
Enquiries about drainage should also be made of the local sewerage undertaker. For further information please refer to CON29DW report.	
<b>3.4 Nearby Road Schemes</b>	
Is the property (or will it be) within 200 metres of any of the following:	
(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme;	NO
(b) 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;	NO
(c) the outer limits of construction works of 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;	NO
(d) the outer limits of: (i) construction for 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; or (iii) construction of a roundabout (other than a mini-roundabout) or widening by the construction of one or more additional traffic lanes;	NO

(e) the centre line of the proposed route of a new road under proposals published for public consultation; or	NO
(f) the outer limits of: (i) construction for a proposed alteration or improvement to an existing road involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini-round about); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?	NO
	Note: A mini-roundabout is a roundabout having one-way circulatory around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches.

### 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?	NO
(b) Are there any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?	NO

### 3.6 Traffic Schemes

Has a Local Authority approved but not yet implemented any of the following for roads, footways and footpaths which abut the boundaries of the property:	
(a) permanent stopping up or diversion;	NO
(b) waiting or loading restrictions;	NO
(c) one way driving;	NO
(d) prohibition of driving;	NO
(e) pedestrianisation	NO
(f) vehicle width or weight restriction;	NO
(g) traffic calming works including road humps;	NO
(h) residents' parking controls;	NO
(i) minor road widening or improvement;	NO
(j) pedestrian crossings;	NO
(k) cycle tracks; or	NO
(l) bridge building?	NO

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 Local Authority within which the property is located	
<b>3.7 Outstanding Notices</b>	
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 Schedule:	
(a) building works;	NONE REGISTERED
(b) environment;	NONE REGISTERED
(c) health and safety;	NONE REGISTERED
(d) housing;	NONE REGISTERED
(e) highways; or	NONE REGISTERED
(f) public health?	NONE REGISTERED
(g) flood and coastal erosion risk management ?	NONE REGISTERED
<b>3.8 Contravention of Building Regulations</b>	
Has a Local Authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?	NONE REGISTERED
<b>3.9 Notices, Orders, Directions and Proceedings under Planning Acts</b>	
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;	NONE REGISTERED
(b) a stop notice;	NONE REGISTERED
(c) a listed building enforcement notice;	NONE REGISTERED
(d) a breach of condition notice	NONE REGISTERED
(e) a planning contravention notice	NONE REGISTERED
(f) another notice relating to breach of planning control;	NONE REGISTERED
(g) a listed building repairs notice;	NONE REGISTERED

(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;	NONE REGISTERED
(i) a building preservation notice;	NONE REGISTERED
(j) a direction restricting permitted development;	PLEASE REFER TO ATTACHED
(k) an order revoking or modifying a planning permission;	NONE REGISTERED
(l) an order requiring discontinuance of use or alteration or removal of buildings or works;	NONE REGISTERED
(m) a tree preservation order; or	NONE REGISTERED
(n) proceedings to enforce a planning agreement or planning contribution?	NONE REGISTERED

### 3.10 Community infrastructure levy (CIL)

(a) Is there a CIL charging schedule?	YES
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?;	YES
(ii) a notice of chargeable development?	YES
(iii) a demand notice?	YES
(iv) a default liability notice?	YES
(v) an assumption of liability notice?	YES
(vi) a commencement notice?	YES
(c) Has any demand notice been suspended	NONE REGISTERED
(d) Has the Local Authority received full or part payment of any CIL liability ?	YES
(e) Has the Local Authority received any appeal against any of the above?	NONE REGISTERED
(f) Has a decision been taken to apply for a liability order?	NONE REGISTERED
(g) Has a liability order been granted?	NONE REGISTERED
(h) Have any other enforcement measures been taken?	NONE REGISTERED

<b>3.11 Conservation Area</b>	
(a) the making of the area a conservation area before 31st August 1974; or	3.11 (a) - (b) NO
(b) an unimplemented resolution to designate the area a conservation area?	
<b>3.12 Compulsory Purchase</b>	
Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	NONE REGISTERED
<b>3.13 Contaminated Land</b>	
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:	REFER TO OTHER DETAILS PAGES 4/5
(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:	
(i) a decision to make an entry;	REFER TO OTHER DETAILS PAGES 4/5
(ii) or an entry: or	REFER TO OTHER DETAILS PAGES 4/5
(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?	REFER TO OTHER DETAILS PAGES 4/5
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.	
<b>3.14 Radon Gas</b>	
Do records indicate that the property is in a 'Radon Affected Area' as identified by the Public Health England or Public Health Wales?	

<p>INFORMATIVE: 'Radon Affected Area' means a part of the country with a 1% probability or more of present or future homes being above the Action Level. Such areas are designated by the Health Protection Agency which also advises Government on the numerical value of the 'Radon Action Level' (the recommended maximum radon concentration for present homes expressed as an annual average concentration in the home. Radon concentrations above the Action Level should be reduced below it and become as low as reasonably practicable).</p>	
<p>For <b>NEW HOMES</b> in England built in affected areas shown on the maps in the 1999 edition of BR211, the builder or building control body should know what type of radon protection has been provided. If the reply is positive (but not if the reply is negative) the following statement (informative) applies: Radon Affected Areas are designated by the National Radiological Protection Board. It is recommended that the level of radon gas should be measured in all properties within Radon Affected Areas. The present owner or (for a new property) the builder should be asked whether protective measures were incorporated in the construction of the property; whether radon levels have been measured in the property, whether results were at or above the Action Level (prescribed by the NRPB) and if so whether remedial measures were installed and whether the radon levels were re-tested and confirmed the effectiveness of the measures. A guide containing further information about Radon Affected Areas is available from DEFRA Warehouse Publications, Admail 6000, London SW1A 2XX (tel 0845 556000) or from DEFRA Radioactive Substances Division, Zone 4/E7, Ashdown House, 123 Victoria Street, London SW1E (HPA website (<a href="http://www.hpa.org.uk/radiation/radon/index.htm">www.hpa.org.uk/radiation/radon/index.htm</a>)). Alternatively information can be requested from HPA by telephone (0800 614529 (24h) or 01235 822622 (D/T)) or by writing to Radon Studies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon, OX11 0RQ</p>	<p>THE UK RADON INDICATIVE ATLAS OF ENGLAND &amp; WALES INDICATES THAT THE PROPERTY LIES WITHIN AN AREA WHERE 0-1% OF PROPERTIES ARE ESTIMATED TO EXCEED THE NATIONAL ACTION LEVEL. HOWEVER, DUE TO THE MAP SCALE BEING 1KM<sup>2</sup> AREA THIS LEVEL IS NOT CONFIRMED AS DEFINITIVE. YOU MAY WISH TO OBTAIN A RADON RISK REPORT WHICH PROVIDES A PROPERTY-SPECIFIC AREA OF 75M<sup>2</sup></p>

3.15 Assets of Community Value	
(a) Has the property been nominated as an asset of community value? If so:-	NO
(i) Is it listed as an asset of community value?;	NOT APPLICABLE
(ii) Was it excluded and placed on the "nominated but not listed" list?	NOT APPLICABLE
(iii) Has the listing expired?	NOT APPLICABLE
(iv) Is the Local Authority reviewing or proposing to review the listing?	NOT APPLICABLE
(v) Are there any subsisting appeals against the listing?	NOT APPLICABLE
(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?	NOT APPLICABLE
(ii) Has the Local Authority received a notice of disposal?	NOT APPLICABLE
(iii) Has any community interest group requested to be treated as a bidder?	NOT APPLICABLE



<b>Part 3: Planning Charges (b) Other planning charges</b>			
<b>Description of charge (including reference to appropriate statutory provision)</b>	<b>Originating Authority</b>	<b>Place where relevant documents may be inspected</b>	<b>Date of Registration</b>
Agreement under Section 106 of Town and Country Planning Act 1990 dated 23/01/18 (Planning Ref: 17/00702/FUL) Ref:17/00702/FUL TLC Ref: PT1345576	Development Control, Civic Centre, Southampton	Land Charges, Civic Centre, Southampton	23/01/2018
Town and Country Planning (General Permitted Development) Order 1995. Direction made under Article 4(1) dated 18/03/11 PLEASE NOTE: The direction is only relevant to residential properties Ref:LLC/2/A/4 TLC Ref: PT449159	Development Control, Civic Centre, Southampton	Land Charges, Civic Centre, Southampton	01/08/2012
Agreement under Section 52 of Town & Country Planning Act 1971 dated 14/12/89 Ref:LLC/2/N/105 TLC Ref: PT230381	Development Control, Civic Centre, Southampton	Land Charges, Civic Centre, Southampton	15/12/1989
Agreement under Section 52 of Town & Country Planning Act 1971 and Covenant under Section 33 of the Local Government (misc. Prov.) Act 1982 dated 10/03/89 Ref:LLC/2/N/82 TLC Ref: PT230033	Development Control, Civic Centre, Southampton	Land Charges, Civic Centre, Southampton	13/03/1989
Town and Country Planning (General Interim Development) Order 1945. Direction under Article 5, continued in force by the Town and Country Planning General Development Order, 1963 Ref:LLC/2/A/1 TLC Ref: PT231570	Development Control, Civic Centre, Southampton	Land Charges, Civic Centre, Southampton	19/10/1945
Full Application Conditional Planning Permission dated 25/01/2018 Conversion of ground floor dental clinic (D1) into 2 x 1 bed flats and erection of an additional floor to create 8 flats (5 x 2 bed, 3 x 1 bed) with associated external	Development Control, Civic Centre, Southampton	Land Charges, Civic Centre, Southampton	25/01/2018

<b>Part 3: Planning Charges (b) Other planning charges</b>			
<b>Description of charge (including reference to appropriate statutory provision)</b>	<b>Originating Authority</b>	<b>Place where relevant documents may be inspected</b>	<b>Date of Registration</b>
alterations, refuse and cycle storage. Application Number: 17/00702/FUL Issued to: Saxon Gate Development Limited TLC Ref: AP1257670			
Prior Approval 56 days Office to Resid Conditional Planning Permission dated 14/02/2017 Application for part change of use of the building "with the exclusion of units 3 & 4" from offices (Class B1) to 31 flats (26 x one bed and 5 x two bed flats) (Class C3) (Amended Description) Application Number: 16/02197/PA56 Issued to: Saxon Gate Developments TLC Ref: AP1191067	Development Control, Civic Centre, Southampton	Land Charges, Civic Centre, Southampton	15/02/2017
Advert Application Conditional Planning Permission dated 23/01/1991 INSTALLATION OF EXTERNALLY ILLUMINATED FASCIA SIGN. Application Number: 901597/EA Issued to: Geoffrey Osborne Development Ltd designated by virtue of Town and Country Planning Act 1990 TLC Ref: AP180267	Development Control, Civic Centre, Southampton	Land Charges, Civic Centre, Southampton	23/01/1991
Historical Applications Conditional Planning Permission dated 18/12/1989 Erection of a three-storey office block with car parking at basement level. Application Number: 891374/E designated by virtue of Town and Country Planning Act 1990 TLC Ref: AP310660	Development Control, Civic Centre, Southampton	Land Charges, Civic Centre, Southampton	18/12/1989
Historical Applications Conditional Planning Permission dated 10/03/1989 Erection of a three-storey business unit with basement	Development Control, Civic Centre, Southampton	Land Charges, Civic Centre, Southampton	10/03/1989

**Part 3: Planning Charges  
(b) Other planning charges**

Description of charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of Registration
car parking. Application Number: 881648/E designated by virtue of Town and Country Planning Act 1990 TLC Ref: AP310661			

**Part 4: Miscellaneous Charges**

Description of charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of Registration
The Southampton No. 1 Central Smoke Control Order 1961. Confirmed by the Minister with modifications. Operative date 15/12/61 Ref:LLC/5/C/1 TLC Ref: PF340542	Development Control, Civic Centre, Southampton	Land Charges, Civic Centre, Southampton	15/12/1961

## Standard Enquiries of Local Authority

### 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

SITE CODE : 12739

Reference: 881648/E  
Erection of a three-storey business unit with basement car parking.  
Saxon Gate  
Back of The Walls  
Southampton  
Date Decision Issued : 10/03/1989  
Decision : Approve with Conditions

Reference: 891374/E  
Erection of a three-storey office block with car parking at basement level.  
Saxon Gate  
Back of The Walls  
Southampton  
Date Decision Issued : 18/12/1989  
Decision : Approve with Conditions

Reference : 16/02197/PA56  
Application for part change of use of the building "with the exclusion of units 3 & 4" from offices (Class B1) to 31 flats (26 x one bed and 5 x two bed flats) (Class C3) (Amended Decision)  
Saxon Gate  
Back of Walls  
Southampton  
Date Decision Issued : 14.02.2017  
Decision : Conditionally Approved

Reference: 17/00702/FUL  
Conversion of ground floor dental clinic (D1) into 2 x 1 bed flats and erection of an additional floor to create 8 flats (5 x 2 bed, 3 x 1 bed) with associated external alterations, refuse and cycle storage.  
Saxon Gate  
Back Of The Walls  
Southampton  
SO14 3HA  
Date Decision Issued : 25/01/2018  
Decision : Approve with Conditions

Reference : 18/00387/FUL  
Application for removal of condition 11 relating to partitions between bedrooms and living room/kitchens for units 0.01 and 0.02 of planning permission ref: 17/00702/FUL.  
Saxon Gate  
Back Of The Walls  
Southampton  
SO14 3HA  
Date Decision Issued : 27.04.2018  
Decision : Refused

Appeal Pending

SITE CODE : A3165

Reference : 901597/EA  
Installation of externally illuminated fascia sign  
Saxon Gate  
Back of Walls  
Southampton  
SO14 3HAQ

Date Decision Issued : 23.01.1991  
Decision : Conditionally Approved

(b) a listed building consent

see 1.1a

(c) a conservation area consent

see 1.1a

(d) a certificate of lawfulness of existing use or development

see 1.1a

(e) a certificate of lawfulness of proposed use or development

see 1.1a

(f) a certificate of lawfulness of proposed works for listed buildings

see 1.1a

(g) a heritage partnership agreement

None

(h) a listed building consent order

None

(i) a local listed building consent order

None

(j) building regulations approval

Reference: 18/02100/SCCPA  
Conversion of offices to 41 number dwellings including 3rd floor extension  
Saxon Gate  
Back of The Walls  
Southampton  
SO14 3HA  
17.04.2018

(k) building regulation completion certificate and

None

**Informative**

# HS2 Enquiry

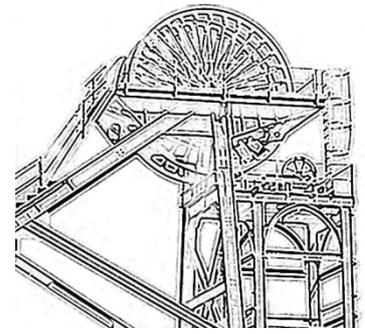
**PLAN WINDOW LEFT BLANK WHEN NOT  
AFFECTED**

**HS2 Line shown with property location circled**

**A detailed HS2 Report can be purchased via the On-Line  
ordering or contacting  
MOVE REPORTS on 0845 094 5733**

Please note that parts of Phase 2 of the HS2 route are subject to change as a result of a report published by David Higgins on 7<sup>th</sup> July. This may impact the distance to which the property is to the HS2 route. At this stage these are only proposals and once the formal route has been announced by the Secretary of State for Transport we will update our data to reflect this.

The information source: <http://hs2.org.uk>  
This information is provided at no cost to you



The Coal  
Authority sourced\*

# Coal Checker

## Report on Coal Mining Risk

### COAL MINING AREA = NO

		CLEAR	RISK
DATASET:-	1. SHAFTS, ADITS (MINE ENTRIES) In vicinity of property	✓	
	2. PAST SHALLOW COAL MINE WORKINGS	✓	
	3. SURFACE COAL MINING AREAS	✓	

\*According to The National Coal Mining Database which is based on the records held at The Coal Authority offices in Mansfield, Nottinghamshire and which is updated on a regular basis. This dataset has been extracted from this dynamic database on the date stated on this report and therefore represents a snapshot in time. Taking into account that such records may not be wholly complete or accurate we cannot accept liability for any inaccuracies or omissions there may be with respect to those records and should be regarded as a prelude to a coal authority report and not a substitution thereof. No additional or subjective interpretation have been made by Move Reports UK Ltd. No liability will be held by ourselves to any persons not party to the commissioning of this report

### PART II - Law Society's Guidance Notes 2018 User Guide 2018

#### 1 INTRODUCTION

1.2 The Coal Authority holds and maintains the national coal mining database. Since December 2015, the Coal Authority has licensed this data to additional third-party organisations ('Report Producers') to encourage a competitive market in coal mining reports.

#### 3 PROCEDURES FOR FINDING OUT WHETHER A CON 29M REPORT IS REQUIRED

3.1 Users can establish whether a CON 29M report is required by contacting their Report Producer who will be able to provide a screening system to determine if a report is required.

#### Contact Details

If you require assistance please contact us on 0845 094 5733 or email [enquiries@movereportsuk.com](mailto:enquiries@movereportsuk.com)



# Coal Checker

PLAN WINDOW LEFT BLANK IF NOT IN  
COAL MINING AREA

<b>KEY</b>		COAL MINING AREA
		SHAFTS,ADITS (MINE ENTRIES)
		PAST SHALLOW COAL MINE WORKINGS
		SURFACE COAL MINING AREAS

The information source is provided under the [Open Government Licence](#) Please note that this information is provided at no cost.

## GREEN DEAL - 'Checker'

### Transacting Green Deal improved properties

"Bill payer for the time being" - key concept in the legislation that allows the Green Deal finance to pass between bill payers.

For the Green Deal Plan to pass between bill payers, requirements of EU Consumer Protection Directives must be met. These require that customers are:

- aware and informed of what they are being asked to pay for (when otherwise unsolicited by them)
- made aware of and have *opportunity to become acquainted with key terms* of any agreement before it can become binding on them.

**Disclosure & Acknowledgment** obligations placed on those selling or letting-out Green Deal improved properties meets these requirements - and protect consumers when they are considering buying or renting.

Energy Act 2011 and Framework Regulations do this by including clauses on:

- Consents and redress
- Confirmation of Plan
- Disclosure & Acknowledgment

## RESULTS = NOT AFFECTED

Results according to the EPC register at date of this report. Conveyance professionals should also implement procedures to accommodate Disclosure & Acknowledgement obligations as outlined above.

### What is the Green Deal Charge?

- A new type of loan repayment collected through electricity billing (Green Deal is an unsecured loan regulated under the Consumer Credit Act)
- Daily charge added to the electricity bill of a property, which is collected by the electricity company and passed onto the Green Deal Provider to repay the Green Deal Plan instalments
- Plan instalments can only be paid by the "*bill payer for the time being*" as the person benefiting from the energy savings while they occupy the property
- The current bill payer is the customer of the Green Deal Provider
- Subsequent electricity bill payers will be bound by the terms of the Plan, and will be entitled to receive the benefits of the Plan.

### What the Green Deal Charge is not

- It is not a charge against the property, specifically prohibited by the legislation - and the Land Register has no role in the Green Deal

### Important information for Purchaser

The property owner may be able to take advantage of the Green Deal Package.

The EPC Recommendations page shows any savings attributed to the dwelling/property

For further information in regards to the Green Deal please contact:

**(RESIDENTIAL AND COMMERCIAL)****To the Policyholder/Intermediary**

A copy of this document must be provided to the insured (including any lender which are insured by the Policy) before conclusion of the insurance contract.

**If you are a solicitor**, you should provide a copy of this document to your client and/or their lender and/or the purchaser's solicitors for the benefit of their client and/or their lender prior to the conclusion of the insurance contract. We assume that you are authorised by the FCA and PRA or otherwise licensed (where applicable) to provide insurance mediation activities.

**If you are a broker**, you should disclose this document in accordance with the FCA/PRA rules.

**To the Insured**

This document provides a summary of the cover provided under the Policy purchased. It does not contain the full terms and conditions of the Policy and you should therefore read this summary in conjunction with the full Policy wording which is available upon request from Move Reports UK Limited to ensure you are fully aware of the terms and conditions of the cover provided.

**The Underwriter of this Policy is:-**

Stewart Title Limited ('ST') of 6 Henrietta Street, 3<sup>rd</sup> Floor, Covent Garden, London WC2E 8PS ('ST's address').

**The Policyholder is:-**

(hereinafter referred to as Move Reports UK Limited) care of Northcott Beaton Ltd of 70 Fore Street, Heavitree, Exeter EX1 2RR

**Summary of insurance and cover provided by this Policy.**

If you are a Buyer (as defined by the Policy) who has requested or has been provided with a personal local search provided by Move Reports UK Limited ('the Search') or if you are a lender to the Buyer or are lending in a remortgage this is an indemnity policy relating to the Search. Where an answer to the particular question has been provided in the Search then cover under this Policy will apply where the answer given is incorrect, due to the negligence of or an error by the Local Authority in question or, subject to exclusions, by Move Reports UK Limited. This cover also to parts (R) and (O) of the CON 29 search. Cover also applies where in some circumstances the Local Authority have failed to provide answers in the CON 29( R ) search to Move Reports UK Limited because of its failure to supply certain information. Cover also applies where answers to questions 1.1 (e) (f) and (g) have not been obtained by Move Reports UK Limited.

If you are a Buyer cover is for your loss being: the difference in market value of the Property with and without the adverse entry (as defined in the policy document) as at the date of the Search, or the amount of any undisclosed financial charge registered against the property, or any damages or costs you incur in altering or demolishing the property or any part of it because of enforcement action or threat thereof by the local planning authority, and/or any other costs incurred to mitigate the effect of the adverse entry. If you are a Lender the cover is for the Deficit you suffer as a result of the adverse entry. The Maximum Liability is the lesser of the purchase price in the case of a purchase or the mortgage advance in the case of a remortgage scenario, or £2million.

**Key features or benefits under this Policy.**

This is an indemnity insurance policy the purpose of which is to protect you so that you are reimbursed with the financial loss you incur. Subject to the terms and conditions of the Policy the cover seeks to put you back in the same position you were in prior to the claim. There is a Maximum Liability which we will pay and this is explained in the Policy.

**Key Conditions and Exclusions.**

Key conditions:-

- You must notify us immediately of any adverse entry which comes to your attention and co-operate fully with all reasonable requests by us for information and documentation and shall, at our expense, take any action required by ST to mitigate any loss or potential loss arising as a result of the adverse entry.
- If you knowingly make a claim which is false or fraudulent in any respect the cover provided under this Policy shall become void with immediate effect.
- This Policy does not cover any loss which is insured by any other policy of insurance
- Any act or omission by you, which in whole or part induces a claim under this Policy, will prejudice your position and could void the Policy.
- You or your advisors should not take any steps to compromise or settle a claim without ST's prior written consent.
- It is a condition precedent to any liability on ST that the Insured and the Policyholder have observed the conditions and warranties of the Policy.

**Key exclusions; you are not insured:-**

- for any adverse entry known to you or your advisors at the date of cover or where you know the answer given is incorrect or
- for any loss howsoever caused for which Move Reports Limited UK has the benefit of professional indemnity insurance for errors and omissions with another insurer whether or not that insurer has accepted liability, save where Move Reports Limited UK is no longer in existence and there is not in place run-off cover with another insurer.
- For any losses covered by a household buildings insurance policy
- where, had the question been answered at the date of the search, there would have been no adverse entry.
- For any loss as a result of environmental contamination or pollution
- Where the acreage of the property is over a certain limit.

A full list of Conditions and Exclusions is contained in the Policy.

**What is the Policy term?**

There is no fixed term – the Policy continues until you are no longer the owner or when the mortgage is redeemed.

**Updating the cover.**

ST can consider requests to increase or extend cover. ST will not however provide advice thereon or recommend how you should proceed. You will need to make your own decisions about how to proceed and we recommend that you seek advice from your advisor and/or the Policyholder.

**Rights of cancellation.**

You have a right to cancel the contract within 14 days of its commencement or receipt of the Policy whichever is later. Where performance of the contract has commenced at your request before expiry of the cancellation period we may require you to pay for the cover actually provided in connection with the Policy. The amount will be in proportion to the extent of the cover already provided to you in comparison with the full coverage of the contract.

**Claims under this Policy**

If you wish to notify a claim under this Policy, please contact us in writing immediately you become aware

of the claim with as much detail as is available for the attention of the Company Solicitor at ST's address.

**What if you have a complaint?**

If you wish to register a complaint, please contact us by writing to 'The Company Solicitor' at ST's address or, if you are not satisfied with the response, to the Financial Ombudsman Service whose current address is in the Policy.

**The Financial Services Compensation Scheme (FSCS)**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS currently contactable at 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU

**FOOTNOTE:**

Access to certain information may not be either freely available or genuinely unavailable when conducting the Personal Search: the circumstances in which information is genuinely unavailable are extremely limited but if this is the case then it would be the only time when the search compiler can itself take the decision not to answer a question. This refers to a very small number of cases where a record does not exist under any circumstances and the information it contains is not available even to the data provider itself. For example, where planning data which theoretically is available back to 1940s but is archived in deep storage and is not available to the local authority itself. The key test here will be whether the information could be obtained by means of a report from the data provider themselves. If it can, then it cannot be classified as genuinely unavailable data and it must be provided regardless of cost or delay unless the client expressly requests its omission from the final report. The result of this is the introduction by MoveReportsUK Ltd of individual indemnity insurance (at no additional cost) covering these specific questions. Copy of the Insurance cover is attached to the rear of the search. This is also outlined and supported within our Terms of Business paragraph 3.3 & 8.4 respectively.

**Information Sources:**

The information obtained can be via a number of channels being; Local Authority web-sites, Private sector web-sites, Government and other public bodies web sites, manual records and archive, visiting local authority or county council departments to inspect the following records; Local Land Charges, Planning, Building regulations, Environmental, Housing, Listed Buildings, Conservation Area, Current & Proposed development Plans, Highways register, Enforcement, stop & Breach of Condition Notices, Contaminated Land & Hazardous Substance Consents and Radon Atlas. And written requests such as the LLC1 form, replies direct from the vendor, information under the freedom of information act and under any council 'commercial-licence' agreements with local authorities. As subscribers to the Search Code Move Reports will be required to demonstrate the actual information source per specific property report during audit inspections. Land Charge information purchased will be included 'without analysis or comment' to the rear of the report for HMRC VAT purposes with interpretation to be carried out by the conveyancing professional.

MoveReportsUK Ltd follow a strict procedure to enable full track and traceability from the generation, compilation and final draft of the Local Search. Please contact MoveReportsUK Ltd for further details.

**SEARCH CODE: IMPORTANT CONSUMER PROTECTION INFORMATION**

This search has been produced by MoveReportsUK Ltd Hilton Hall, Hilton lane, Essington, WV11 2BQ, Tel: 0845 094 5733 Email: enquiry@movereporstsuk.com) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the code.

The Search Code provides protection for homebuyers, sellers, 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. It sets out minimum standards which firms compiling and/or selling search reports have to meet. The Code promotes best practice and quality standards within the industry for the benefit of consumers and property professional. The Code enables consumers and property professionals to have confidence in firms which subscribe to the Code, their products and services. By giving you this information, MoveReportsUK Ltd is confirming that they keep to the principles of the Code. This provides important protection for you.

**The Code's core principles:**

Search providers which subscribe to the Code will:

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

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:

- The complaint will be acknowledged within 5 working days of its receipt.
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time.
- Provide a final response 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: Richard Bray, Compliance Officer, MoveReportsUK Ltd, Hilton Hall, Hilton Lane, Essington WV11 2BQ, Tel: 0845 094 5733 Email: enquiry@movereporstsuk.com

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

If your complaint relates to CLS' Insurance Products or Bonds, you may refer your complaint to the Financial Ombudsman Service (FOS), Exchange Tower, Harbour Exchange Square, London, E14 9SR  
Tel: 0800 023 4567 or online at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

## STANDARD TERMS of BUSINESS & CONDITIONS

MoveReportsUK Ltd a company incorporated in England and Wales under company registration number 04531448 and registered for Value added Tax number 792906979. You can contact MoveReportsUK Ltd for any information or to register a complaint using [enquiry@movereportssuk.com](mailto:enquiry@movereportssuk.com) or 0845 094 5733.

Move Reports UK Ltd is regulated by the Property Codes Compliance Board (PCCB) in providing search reports and services Move Reports UK will comply with the Search Code.

### 1. Interpretation

1.1 In these Conditions the following words shall have the meanings as stated:

“Charges” - our financial charges for providing the services, which will be notified to “you”, when you submit your order.

“Confirmation of order” - the point at which the agreement becomes binding on both parties when we confirm acceptance of your “Order” whether by telephone, facsimile, SMS or electronic means or when we supply you with the “Report” whichever occurs first.

“Intellectual Property Rights” - any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right.

“Order” - “your” request for us to provide the “Services”, which you place by completing an “Order Form” and sending it to us by facsimile, post or by electronic means or orally confirming the details of the order by telephone.

“Order Form” - our “Order Form” which may be updated from time to time or an approved alternative.

“Property” - the property address of location, the building(s) land, and all chattels for which you require a report.

“Report” - any report/document that you have asked us to deliver to you as detailed in the “Order Form” whether originated from MoveReportsUK Ltd or associated trading partners, or whether it is a “Third Party Report”.

“Required Information” – all information required to submit the “order form” to us which shall enable us to provide the “services” to you.

“Third Party Report” - any “Report” that we procure from a third party on your behalf for the purpose of providing the “service”.

“Services” – our compilation and/or delivery of reports/documents to “you”.

“Us/ we/our” – MoveReportsUK Ltd or one of our Agency partners.

“Working Day” - Mondays to Fridays except bank and public holidays.

“You/your” - the person, firm or company who instructs us to provide the “services” either on their own behalf or as an agent of another person.

“Deferred Payment” – a financial facility provided by a commercial banking house to offer the vendor an extended payment period.

### 2. Privacy

Please refer to the separate Privacy policy

### 3. The Services

3.1 We will not be obliged to accept any Order and we may refuse to provide the Services at any time without giving any reason. No contract for Services will come into force until the Confirmation of Order.

3.2 Each Order if accepted by us will constitute a separate and severable contract.

3.3 We will use reasonable endeavors to ensure that the information contained within any Report is accurate at the date of its publication. You accept, however, that information on which any Report is based may be not be freely available or genuinely unavailable and by placing the Order we have your express permission to implement specific insurance as clearly outlined within the Footnote element of the Search and again herein paragraph 8.4. Report information itself may subject to change from the date of its publication and we cannot be held liable for failing to include or omit any information in the report, which becomes publicly available after the date of publication.

3.4 Upon receiving and accepting your Order we shall provide a Confirmation of Order. The placing of the Order will constitute that you have read and agree to be bound by these terms and conditions.

3.5 Any indication that we may give as to the time in which we will perform the Services will be a good faith estimate only. We will use all reasonable endeavors to deliver the Services within the timescale that we have estimated. Due to variations in availability of the information required to provide the Services, delivery of Reports may be in excess of 30 days from the point of Order. By accepting these conditions You agree that in such case that time of delivery of the Reports is not of the essence and that delivery of Reports may take place as reasonably soon as is possible after the information for the Reports shall be made available to us.

3.6 Subject to anything else contained within these Conditions, all other warranties, conditions, terms, undertakings and obligations, whether express or implied are expressly excluded.

### 4. Charges

4.1 Charges will include VAT unless expressed otherwise. And will include delivery and communication costs.

4.2 You shall be liable for payment for the Services at the notified rate prior to your Order, unless advised before the Confirmation Of Order. All other Invoices will be strictly 30 days, except for other terms agreed in writing. Late payments will be charged at our discretion at a rate of 2% monthly until all cost are recovered in full.

### 5. Your Obligations

5.1 You will provide us with the Required Information by way of the Order Form. You shall be responsible for information supplied by you that it is true and correct and that we can proceed to provide the Services that you have ordered.

5.2 You will notify us of any changes or inaccuracies stated in the Order Form. Amendments will be carried out but additional charges may apply for any new or revised Reports that may need procuring.

5.3 If there is any conflict between a provision of any Third party reports relating to your permitted use of the Reports and the corresponding provisions of these conditions, then these conditions will prevail.

## **6. Cancellation**

6.1 If your order is submitted online, by post, or via telephone we shall communicate our confirmation to you through a durable medium. If you cancel your order after it has been confirmed and work begun to provide the Services any refund of monies already paid will at be our discretion and you will be liable to pay any charges that have been reasonably incurred.

6.2 If your order is submitted in any other acceptable manner and you wish to cancel or re-schedule and order, you agree to give us written notice as soon as is reasonably practicable. If work on the Services has commenced there will be a reasonable charge depending on the progress of the Services at that point.

6.3 Where appropriate these Terms and Conditions constitute notice pursuant to the Consumer Protection (Distance Selling) regulations 2000 as amended in 2005 and the Electronic Commerce (EC Directive) Regulations 2002.

## **7. Intellectual Property Rights and Proprietorship.**

7.1 Any and all Intellectual Property Rights arising from performance of the Services shall vest in us and remain our property. We disclaim all proprietary rights including, without limitation, intellectual Property Rights in Third Party Reports.

7.2 You will not acquire nor will you attempt to register any Intellectual Property Rights in any Reports whether on your own behalf or on behalf of any client or other third party. You further agree not to use the Reports in whole or part other than is expressly permitted by these conditions.

7.3 Title to the MoveReportsUK Ltd products which are the subject of your order shall remain the property of MoveReportsUK Ltd and shall not pass to you or any other third party until the Charges notified to you have been paid in full.

## **8. Limitation of Liability**

8.1 MoveReportsUK Ltd has in place Professional Indemnity Insurance of £5m in respect of anyone claim in respect of its personal search work and its work in preparing, collating and providing Home Information Packs which include its personal searches. The name and address of the insurer: PEN UNDERWRITING LTD, The Technology Centre, Station Road, Framlingham, Woodbridge, Suffolk, IP13 9AZ

8.2 Information supplied by third parties such as, but not limited to, Local Authorities, Coal Authority, Water Companies, HM land Registry and Domestic Energy Assessors. Not all of the third parties information may have been commissioned by MoveReportsUK Ltd. These third parties are required by their regulatory bodies to have appropriate Professional Indemnity Insurance or covered by statutory compensation arrangements. MoveReportsUK Ltd will of course assist you should you need to pursue any supplier of information for defects in their reports.

8.3 We cannot accept liability for any negligent or incorrect entry in the registers or database in which we search.

8.4. For searches we will supply unique indemnity insurance at no additional cost to you which will cover any liability arising from unanswered questions in personal searches up to the value of the property which is subject to the report. You should note that properties are limited to a maximum of £2m for any one claim. This insurance cover is provided under Stewart Title Ltd, 6 Henrietta Street, 3rd Floor, Covent Garden, London, WC2E 8PS. The policy is attached to the Local Search with the Key Facts statement.

8.5 We cannot accept any responsibility for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by you either in written, electronic or oral formats.

8.6 Subject to any other provisions in these Conditions, we will not be liable to you for any loss, damages, costs or expenses caused directly or indirectly by a delay in Delivery (even if caused by negligence).

8.7 We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of the Conditions or negligence in performing the Services even if we were advised of or knew of the likelihood of such loss occurring.

8.8 We confirm that we may also maintain insurance run-off cover which is incorporated in the professional indemnity insurance cover referred to in paragraph 8.1 above to ensure that insurance cover will remain in effect in the event that we cease trading.

## **9. Force Majeure**

9.1 We will not be liable for any failure to perform the Services due to an event beyond our reasonable control. If our performance of the Services is delayed due to an event beyond our reasonable control, we will notify you immediately.

## **10. Assignment**

10.1 You may not assign, charge or transfer any of your obligations under the Conditions without our prior written consent.

10.2 We may assign and/or sub-contract any contract for Services at any time on notice to you.

## **11. General**

11.1 These Conditions constitute the entire agreement between you and us in respect of the Services and supersede any earlier arrangements, understandings, promises, or agreements made between the parties in respect of the Services.

11.2 You acknowledge that in instructing us to provide the Services, you do not do so on the basis of any representation, warranty or provision not expressly contained within these Conditions.

11.3 If at any time, any one or more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Condition, which shall remain in full force and effect.

11.4 Any failure by us to enforce a breach of the Conditions by you will not be deemed to be a waiver of any subsequent breach of these Conditions that you may make.

11.5 Nothing in these Conditions shall be deemed to create or be deemed to create a partnership or joint venture between us and you or the relationship of principal and agent or employer and employee.

11.6 These Conditions will be governed exclusively by English law. You and we agree to submit exclusively to the jurisdiction of the English courts.

11.7 You and we agree that no third party will be afforded any rights under these Conditions to any parties data unless permission is granted by those parties involved.

## **6. Cancellation**

6.1 If your order is submitted online, by post, or via telephone we shall communicate our confirmation to you through a durable medium. If you cancel your order after it has been confirmed and work begun to provide the Services any refund of monies already paid will at be our discretion and you will be liable to pay any charges that have been reasonably incurred.

6.2 If your order is submitted in any other acceptable manner and you wish to cancel or re-schedule and order, you agree to give us written notice as soon as is reasonably practicable. If work on the Services has commenced there will be a reasonable charge depending on the progress of the Services at that point.

6.3 Where appropriate these Terms and Conditions constitute notice pursuant to the Consumer Protection (Distance Selling) regulations 2000 as amended in 2005 and the Electronic Commerce (EC Directive) Regulations 2002.

## **7. Intellectual Property Rights and Proprietorship.**

7.1 Any and all Intellectual Property Rights arising from performance of the Services shall vest in us and remain our property. We disclaim all proprietary rights including, without limitation, intellectual Property Rights in Third Party Reports.

7.2 You will not acquire nor will you attempt to register any Intellectual Property Rights in any Reports whether on your own behalf or on behalf of any client or other third party. You further agree not to use the Reports in whole or part other than is expressly permitted by these conditions.

7.3 Title to the MoveReportsUK Ltd products which are the subject of your order shall remain the property of MoveReportsUK Ltd and shall not pass to you or any other third party until the Charges notified to you have been paid in full.

## **8. Limitation of Liability**

8.1 MoveReportsUK Ltd has in place Professional Indemnity Insurance of £5m in respect of anyone claim in respect of its personal search work and its work in preparing, collating and providing Home Information Packs which include its personal searches. The name and address of the insurer: PEN UNDERWRITING LTD, The Technology Centre, Station Road, Framlingham, Woodbridge, Suffolk, IP13 9AZ

8.2 Information supplied by third parties such as, but not limited to, Local Authorities, Coal Authority, Water Companies, HM land Registry and Domestic Energy Assessors. Not all of the third parties information may have been commissioned by MoveReportsUK Ltd. These third parties are required by their regulatory bodies to have appropriate Professional Indemnity Insurance or covered by statutory compensation arrangements. MoveReportsUK Ltd will of course assist you should you need to pursue any supplier of information for defects in their reports.

8.3 We cannot accept liability for any negligent or incorrect entry in the registers or database in which we search.

8.4. For searches we will supply unique indemnity insurance at no additional cost to you which will cover any liability arising from unanswered questions in personal searches up to the value of the property which is subject to the report. You should note that properties are limited to a maximum of £2m for any one claim. This insurance cover is provided under Stewart Title Ltd, 6 Henrietta Street, 3rd Floor, Covent Garden, London, WC2E 8PS. The policy is attached to the Local Search with the Key Facts statement.

8.5 We cannot accept any responsibility for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by you either in written, electronic or oral formats.

8.6 Subject to any other provisions in these Conditions, we will not be liable to you for any loss, damages, costs or expenses caused directly or indirectly by a delay in Delivery (even if caused by negligence).

8.7 We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of the Conditions or negligence in performing the Services even if we were advised of or knew of the likelihood of such loss occurring.

8.8 We confirm that we may also maintain insurance run-off cover which is incorporated in the professional indemnity insurance cover referred to in paragraph 8.1 above to ensure that insurance cover will remain in effect in the event that we cease trading.

## **9. Force Majeure**

9.1 We will not be liable for any failure to perform the Services due to an event beyond our reasonable control. If our performance of the Services is delayed due to an event beyond our reasonable control, we will notify you immediately.

## **10. Assignment**

10.1 You may not assign, charge or transfer any of your obligations under the Conditions without our prior written consent.

10.2 We may assign and/or sub-contract any contract for Services at any time on notice to you.

## **11. General**

11.1 These Conditions constitute the entire agreement between you and us in respect of the Services and supersede any earlier arrangements, understandings, promises, or agreements made between the parties in respect of the Services.

11.2 You acknowledge that in instructing us to provide the Services, you do not do so on the basis of any representation, warranty or provision not expressly contained within these Conditions.

11.3 If at any time, any one or more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Condition, which shall remain in full force and effect.

11.4 Any failure by us to enforce a breach of the Conditions by you will not be deemed to be a waiver of any subsequent breach of these Conditions that you may make.

11.5 Nothing in these Conditions shall be deemed to create or be deemed to create a partnership or joint venture between us and you or the relationship of principal and agent or employer and employee.

11.6 These Conditions will be governed exclusively by English law. You and we agree to submit exclusively to the jurisdiction of the English courts.

11.7 You and we agree that no third party will be afforded any rights under these Conditions to any parties data unless permission is granted by those parties involved.

## **12. Provision of CLS Insurance Products**

12.1 Move Reports UK Ltd is an Appointed Representative of CLS Risk Solutions Limited (hereinafter referred to as 'CLS') which is authorised and regulated by the Financial Conduct Authority

12.2 Payment of CLS insurance products:

12.2.1 If sums on your account are not paid within 14 days of the date of invoice issue, CLS will be entitled, at its sole discretion, to cancel Products ordered.

12.2.2 Where Insurance Products are cancelled due to non-payment, CLS will notify the insured of the cancellation directly.

12.2.3 Any insurance premiums received by Move Reports from you will be held as an agent of the insurer by reason of risk transfer. If you pay a premium to Move Reports it will be treated as being received by the insurer(s). It also means that if the insurer(s) pay(s) claims money or returns premiums to Move Reports which Move Reports fail to forward to you, the insurer(s) will still be liable to you.

12.2.4 For Insurance Products, CLS acts as agent for the insurer with whom the risk is placed and receives a percentage commission from the insurer taken from the premium against gross written premium and may receive a profit share from some insurers. Insurers which CLS may place business with can be viewed on CLS' capacity page <https://cls.co.uk/about-us#>

12.2.5 For Insurance Products, Move Reports acts as an intermediary and an Approved Representative for the insurer with whom the risk is placed and receives a percentage commission from the insurer taken from the premium.

12.3 Warranties and Limitation of CLS' Liability

12.3.1 You acknowledge and agree that:

12.3.2 In order to purchase any Insurance Products or Bonds, You are authorised by the Financial Conduct Authority, an appointed representative ('AR') of an authorised firm or are registered as an Exempt Professional Firm (EPF)

12.3.3 You will observe and comply with all applicable laws and regulations

12.3.4 You, Move Reports and CLS shall each pay due regard to, and co-operate in respect of the observance of any applicable financial crime and international economic, financial or trade sanctions laws and regulations which bind any party.

12.3.5 No party shall take any action which facilitates the evasion of taxes anywhere in the world or which is contrary to any related financial crime laws and regulations (including without prejudice to the generality of the foregoing Criminal Finances Act 2017)

12.3.6 No party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any laws and regulations against bribery (including without prejudice to the generality of the foregoing Bribery Act 2010)

12.3.7 The parties shall insofar as required to do so, and whether or not any Party is an associated person of another for the purposes of the Bribery Act 2010, the Criminal Finances Act 2017 or any other relevant laws and regulations, maintain on an ongoing basis appropriate systems, procedures and controls designed to prevent any breach or paragraphs 12.3.3 to 12.3.6 above.

## **Independent Dispute Resolution.**

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 with the Ombudsman during an investigation and comply with his final decision.



# Southampton violent crime statistics

Annual crime rate in Southampton postcode area is 31.4, i.e. 31.4 crimes committed per annum per 1000 workday people. Compared to the national crime rate, Southampton's crime rate is at 99%. Violent crime makes up 34.3% of all crimes committed in the postcode area. The total number of "violent crime" is 20.9k, and this number has increased by 4.6% when compared year-over-year in the period of September 2018 - August 2019.

**31.4**

annual crime rate per 1k workday people

**99%**

of national crime rate

**34.3%**

of all crimes

**20.9k**

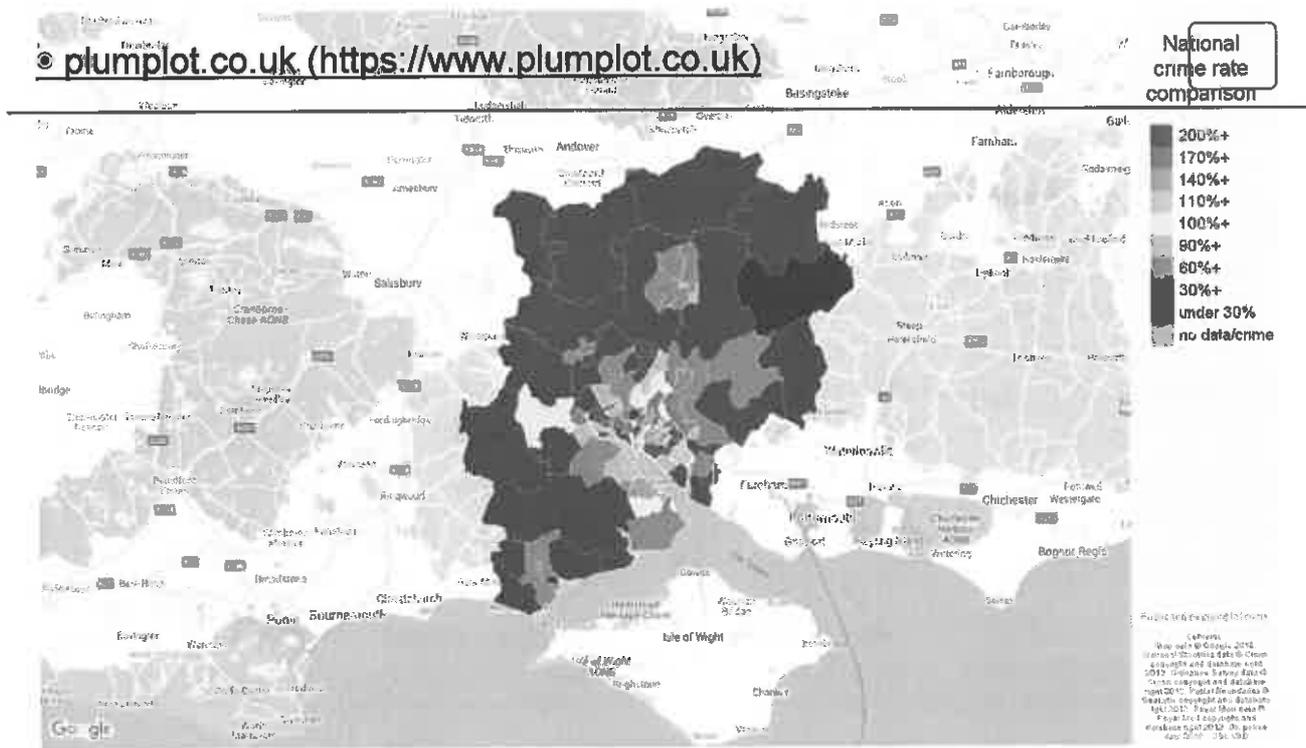
crimes committed

**4.6%**

annual change

## Southampton violent crime rate comparison map

September 2018 - August 2019



[https://a.plumplot.co.uk?tab=crime\\_map\\_s&yr=-13&pc=181&ct=15](https://a.plumplot.co.uk?tab=crime_map_s&yr=-13&pc=181&ct=15)

Postcode sector	Crime rate vs. ENG & WLS rate	Crime rate per 1000 workday people	Total number of crimes
SO14 0	228%	73	724
SO14 1	187%	59	407
SO14 2	165%	52	342
SO14 3	96%	30	336
SO14 5	126%	40	177
SO14 6	135%	43	196
SO14 7	97%	31	284

## Southampton violent crime rate rank

Violent crime rate is 31.4 crimes committed per 1,000 working people per annum. It's the 49. highest crime rate out of 104 England and Wales' postcode areas.

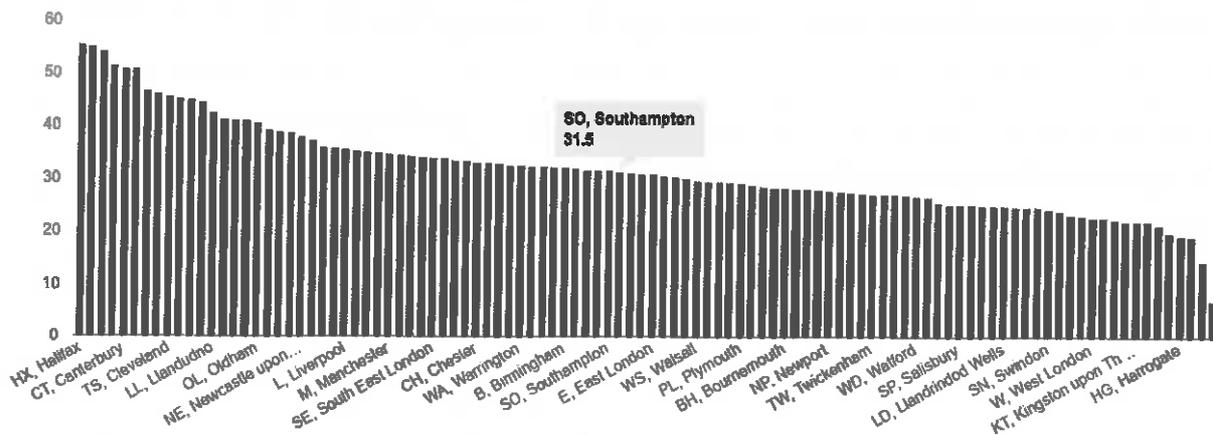
49.

highest crime rate out of 104 postcode areas

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annual crime rate per 1k workday people



## Southampton violent crime rate compared to other areas

The total number of "violent crime" is 20.9k, and this number has increased by 4.6% when compared year-over-year in the period of September 2018 - August 2019. In the graph below, postcode area are compared by crime rate and crime rate percentage change. Crime rate percentage change compares the postcode area crime rate between September 2018 - August 2019 to the postcode area crime rate in the previous 12 months. The size of the circle reflects the number of total crimes committed. The bigger the circle, the higher the number of crimes committed in the postcode area.

4.6%

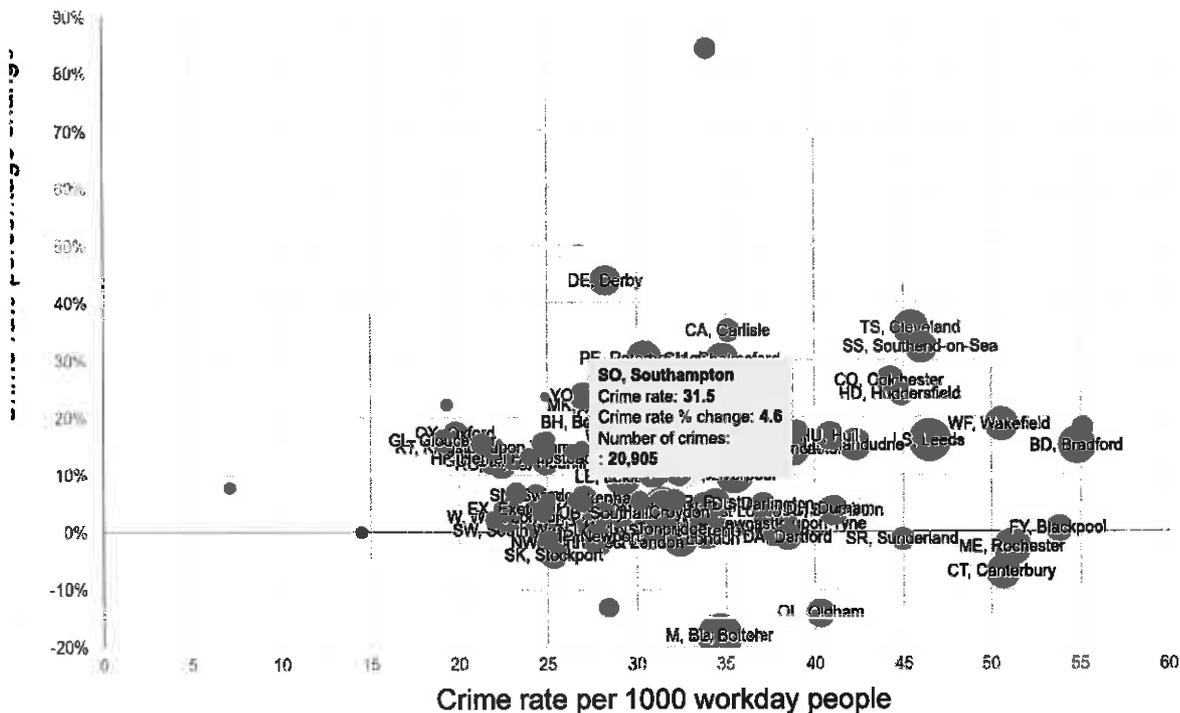
annual change

31.4

annual crime rate per 1k workday people

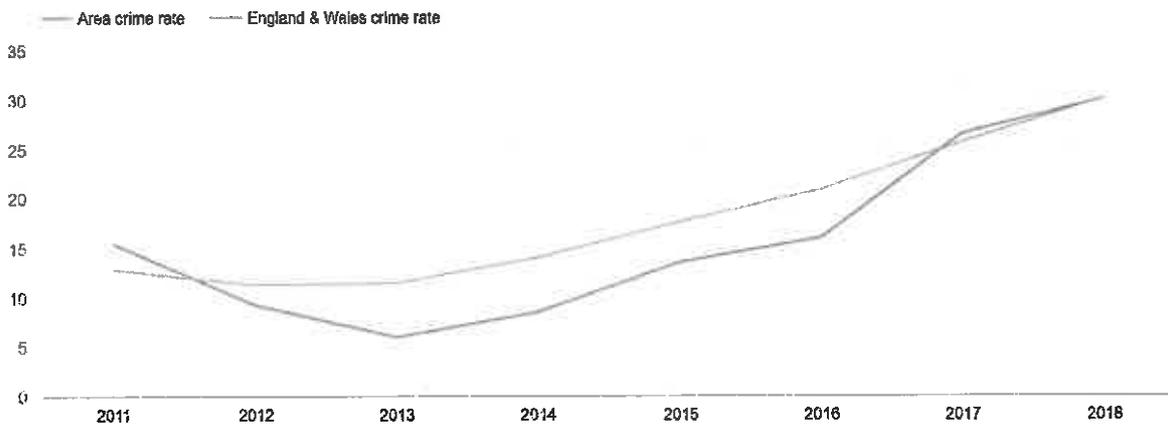
20.9k

crimes committed



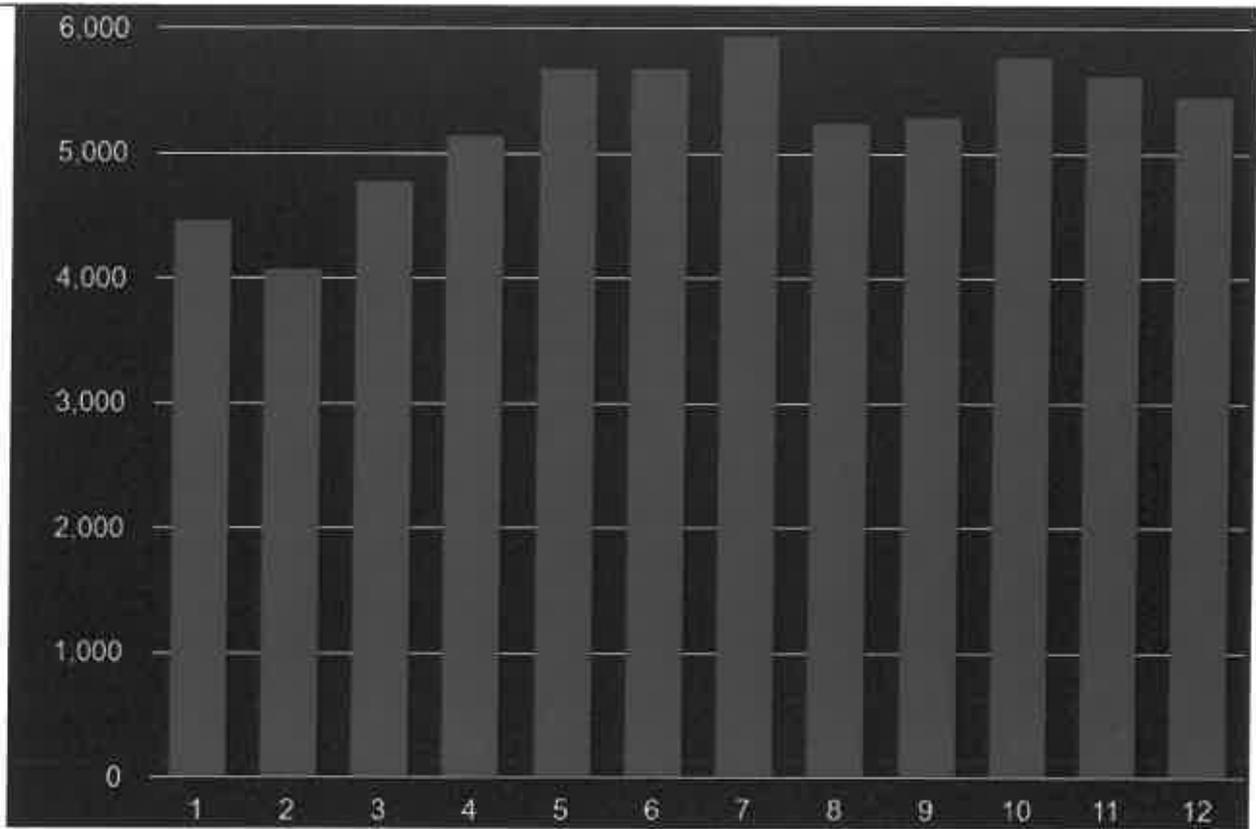
# Southampton violent crime rate

Annual crime rate per 1000 workday people



# Southampton violent crime seasonality

Total number of crimes committed in a given calendar month (1 = January ... 12 = December) in the  
© plumplot.co.uk (<https://www.plumplot.co.uk>) in the previous five years.



*Associated reports:*

[Southampton crime stats \(Southampton-crime-stats.html\)](#)

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[Southampton energy costs \(Southampton-home-energy-costs.html\)](#)

[Southampton home features \(Southampton-home-features.html\)](#)

[Southampton property prices \(Southampton-house-prices.html\)](#)

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