



Auction Pack

Hoo Hole Farm
Cragg Vale
Hebden Bridge HX7
5HA



Introduction to this pre-sale information pack This pre-sale information pack is designed to provide information for potential purchasers of Hoo Hole Farm Cragg Vale Hebden Bridge HX7 5HA

In line with the Consumer Protection Regulations 2008, the information enclosed supports our details in providing the purchaser with as much relevant information as possible that may affect their buying decision. This enforces commitment to providing the most complete and professional service for all our clients, whether buying or selling the property.

Although the information in this pack is designed to help, the information provided is from the seller of the property and cannot guarantee the accuracy. Where the information has been sourced via the risk assessment database it is done so based on the property postcode and again this cannot be guaranteed by for accuracy. Although this pre-sale pack provides an overview for a potential purchasers it does not and must not replace the usual checks that would be carried out on both parties' behalf by their acting Solicitors

CONDITIONAL AUCTION TERMS AND CONDITIONS

Introduction These Conditional Auction Terms and Conditions govern the conduct of conditional auctions conducted by Advanced Property Auctions. Any property sold by Advanced Property Auctions either Online or in person which is expressed to be Conditional is governed by these conditions.

There are three sections:

Glossary The glossary gives special meanings to certain words used in the conditions.

Auction Conduct Conditions The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who participates in the auction. They apply wherever the property is located and cannot be changed without the auctioneer's agreement.

Reservation Conditions If you are the successful bidder in a conditional auction for a property then you must enter into a reservation agreement and will be bound by the reservation conditions relevant to that Property.

Important Notice

Before bidding for a property, a prudent Buyer should carry out their own due diligence, including but not limited to:

- Read these Conditional Auction Terms and Conditions and the Buying section of the Auctioneer's Website
- Check the Buyer Information Pack including the Special Conditions for the Property
- Take advice from professionals such as a conveyancer, a financial advisor, or a surveyor where appropriate.
- Have finance available for the Purchase Price, the Reservation Fee, and any additional fees stated in the Special Conditions These Conditions assume that a Buyer has acted as a prudent Buyer, and bidding without doing so is at your own risk.

Glossary

This glossary applies to the AUCTION CONDUCT CONDITIONS and the RESERVATION CONDITIONS.

The laws of England and Wales apply to the CONDITIONS and YOU, WE, the SELLER and the BUYER all submit to the jurisdiction of the Courts of England and Wales.

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a “person” includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or reenacted by the date of the AUCTION or the CONTRACT DATE (as applicable);
- where the following words appear in small capitals they have the specified meanings.

ACTUAL COMPLETION DATE The date when COMPLETION takes place or is treated as taking place for the purposes of apportionment and calculating interest.

ADDENDUM An amendment or addition to the CONDITIONS or to the PARTICULARS or to both whether contained in a supplement to the CATALOGUE, a written notice from the AUCTIONEERS or an oral announcement at the AUCTION.

Approved Financial Institution Any bank or building society that is regulated by a competent UK regulatory authority or is otherwise acceptable to the AUCTIONEERS.

ARREARS ARREARS of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE. ARREARS Schedule The ARREARS schedule (if any) forming part of the SPECIAL CONDITIONS.

AUCTION

The AUCTION advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

The conditions so headed, including any extra AUCTION CONDUCT CONDITIONS.

Auctioneers

The Auctioneers at the AUCTION.

BUSINESS DAY

Any day except (a) Saturday or Sunday or (b) a bank or public holiday in England and Wales.

BUYER

The person who agrees to buy the LOT or, if applicable, that person's personal representatives: if two or more are jointly the BUYER their obligations can be enforced against them jointly or against each of them separately.

BUYER INFORMATION PACK T

The pack of documents relating to the Property.

CATALOGUE

The catalogue for the AUCTION as it exists at the date of the AUCTION (or, if the catalogue is then different, the date of the CONTRACT) including any ADDENDUM and whether printed or made available electronically.

COMPLETION

Unless the SELLER and the BUYER otherwise agree, the occasion when they have both complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION has been unconditionally received in the SELLER'S conveyancer's client account (or as otherwise required by the terms of the CONTRACT).

Condition

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

CONTRACT

The CONTRACT by which the SELLER agrees to sell and the BUYER agrees to buy the LOT.

CONTRACT DATE

The CONTRACT DATE is the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

DOCUMENTS

DOCUMENTS of title including, if title is registered, the entries on the register and the title plan and other DOCUMENTS listed or referred to in the SPECIAL CONDITIONS relating to the LOT (apart from FINANCIAL CHARGES).

EXTRA GENERAL CONDITIONS

Any CONDITIONS added or varied by the AUCTIONEERS starting at CONDITION G30.

FINANCIAL CHARGE

A charge to secure a loan or other financial indebtedness (but not including a rent charge or local land charge).

GENERAL CONDITIONS

The SALE CONDITIONS headed 'GENERAL CONDITIONS OF SALE', including any EXTRA GENERAL CONDITIONS.

INTEREST RATE As specified in the CONTRACT.

LOT Each separate property described in the CATALOGUE or (as the case may be) the property that the SELLER has agreed to sell and the BUYER to buy (including chattels, if any).

Old ARREARS ARREARS due under any of the TENANCIES that are not "new TENANCIES" as defined by the Landlord and Tenant (Covenants) Act 1995

ONLINE On our website.

PARTICULARS

The section of the CATALOGUE that contains descriptions of each LOT (as varied by any ADDENDUM).

PRACTITIONER

An insolvency PRACTITIONER for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, a person undertaking a similar role).

PRICE

The PRICE (exclusive of VAT) that the BUYER agrees to pay for the LOT.

READY TO COMPLETE

Ready, willing and able to complete: if COMPLETION would enable the SELLER to discharge all FINANCIAL CHARGES secured on the LOT that have to be discharged by COMPLETION, then those outstanding financial charges do not prevent the SELLER from being READY TO COMPLETE.

RESERVATION AGREEMENT

The agreement which is to be signed by the Buyer and the Seller or by the AUCTIONEER as agent on behalf of either the Seller or Buyer or both, reserving the Property for sale by the SELLER to the BUYER as per the RESERVATION CONDITIONS.

RESERVATION FEE

A non-refundable fee paid by the Buyer to us to reserve the Property.

SALE CONDITIONS

The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM.

SELLER

The person selling the LOT. If two or more are jointly the SELLER their obligations can be enforced against them jointly or against each of them separately.

SPECIAL CONDITIONS

Those of the RESERVATION CONDITIONS so headed that relate to the LOT.

TENANCIES

TENANCIES, leases, licences to occupy, and agreements for lease, and any DOCUMENTS varying or supplemental to them.

TENANCY Schedule

The schedule of TENANCIES (if any) forming part of the SPECIAL CONDITIONS.

TRANSFER

TRANSFER includes a conveyance or assignment (and “to TRANSFER” includes “to convey” or “to assign”).

We (and Us and Our)

The AUCTIONEERS.

You (and Your) Someone who has seen the CATALOGUE or who attends or bids at or otherwise participates in the AUCTION, whether or not a BUYER.

Auction Conduct Conditions

Words in small capitals have the special meanings defined in the Glossary.

A1 Introduction

A1.1 The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.

A1.2 If YOU make a bid for a LOT or otherwise participate in the AUCTION it is on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. They can be varied only if WE agree.

A2 OUR role

A2.1 As agents for each SELLER we have authority to

- (a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER;
- (b) offer each LOT for sale by conditional AUCTION;
- (c) receive and hold deposits (if applicable);
- (d) sign each RESERVATION AGREEMENT; and

(e) treat a RESERVATION AGREEMENT as repudiated if the BUYER fails to sign the RESERVATION AGREEMENT or pay a RESERVATION FEE as required by these AUCTION CONDUCT CONDITIONS or fails to provide identification as required by the AUCTIONEERS.

Payment of Reservation Fee

1. On the date of the RESERVATION AGREEMENT the BUYER must pay the RESERVATION FEE to the Auctioneer in the amount detailed in the “Property Details and Reservation Fee” of the RESERVATION AGREEMENT.
2. The RESERVATION FEE is not a part payment (a deposit) towards the purchase price of the property but a fee payable to the Auctioneer in addition to the purchase price.
3. The RESERVATION FEE is not refundable to the BUYER unless the SELLER withdraws from the sale during the reservation period. In all other circumstances the BUYER agrees that the RESERVATION FEE shall not be repaid to the Buyer

Grant of exclusivity for Reservation Period and Seller’s obligations

1. Conditional upon payment of the RESERVATION FEE and due execution of the RESERVATION AGREEMENT, the Property shall be reserved to the BUYER for the Reservation Period in which time the BUYER must exchange contracts.
2. In consideration of the payment of the RESERVATION FEE, the SELLER agrees:
 - a. That the seller has instructed the Auctioneer not to agree another reservation of this Property during the Reservation Period:
 - b. During the Reservation period:
 - i. Not to encumber or deal with the title to the Property.
 - ii. Not to send, instruct, or allow anyone else to send any contract for sale of the Property to anyone other than the BUYER’s Solicitors
 - iii. To give such access to the Property as may be reasonably required by any surveyor or valuer appointed by the BUYER or the BUYER’s mortgagee for the purpose of surveying and/or valuing the Property
 - iv. Not to give access to any other person to view the Property nor negotiate with anyone other than the BUYER any terms for the sale of the Property
 - c. To use all reasonable endeavors to proceed to a formal exchange of contracts within the Reservation Period
 - d. To supply to the SELLER’s Solicitors all documentation, information and authority to enable the SELLER’s Solicitors to draft and negotiate the sale and purchase contract and do all work necessary to enable contracts for sale of the Property to be exchanged within the Reservation Period;

e. To immediately instruct the SELLER's Solicitors to issue a contract for the sale of the property to the BUYER's Solicitors and to answer promptly all enquiries raised by the BUYER's Solicitors relating to the Property, to respond promptly to any amendments to the draft sale and purchase contract proposed by the BUYER's Solicitors and do all other work required to enable contracts for the sale of the Property to be exchanged within the Reservation Period, provided always that the BUYER complies with the terms of this Agreement.

3. The SELLER may (but shall not be obliged to) grant an extension of the Reservation Period. Any such extension shall be confirmed in writing.

Buyer's Obligations

1. In consideration of the undertakings given by the SELLER in the RESERVATION AGREEMENT, the BUYER agrees:

a. To use all reasonable endeavours to proceed to a formal exchange of contracts within the Reservation Period;

b. To immediately instruct the BUYER's Solicitors to investigate title to the Property, negotiate the draft sale and purchase agreement, raise enquiries of the SELLER and 14 any third parties about the Property and do any other work required to enable contracts for the sale of the Property to be exchanged within the Reservation Period;

c. within five working days after the auction or acceptance of the offer:

i. If the BUYER intends to use a loan in connection with the purchase of the Property, the BUYER shall apply to the relevant lender and complete all necessary documentation and do all such things as such lender may require to process the BUYER's application as soon as possible including the payment of any application fees;

ii. If the BUYER or the BUYER's mortgagee or lender requires that the Property is surveyed and/or valued, the BUYER will use all reasonable endeavors to arrange for the survey and/or valuation to take place at the Property as soon as reasonably practicable including the payment of any valuation fee;

iii. Keep the AUCTIONEER and the SELLER's solicitor advised of progress with the application for the loan.

d. Within 5 working days of receiving draft contracts from the SELLER's solicitor, the BUYER must ensure that their nominated solicitor has raised initial enquiries in relation to the draft contract in writing with the SELLER's solicitor. If this has not been undertaken the SELLER reserves the absolute right to re-offer the Property for sale free of any obligation to the BUYER in this event the RESERVATION FEE is deemed nonrefundable.

e. The date of COMPLETION shall be specified in the contract exchanged for the purchase of the Property, but such date shall be no later than the date being 28 days after the date of exchange of contracts and the BUYER shall use all reasonable endeavours to purchase the Property by such date

Termination

1. The RESERVATION AGREEMENT shall not be capable of termination by either the BUYER or the SELLER during the Reservation Period.
2. On the expiry of the Reservation Period (or the expiry of any extension granted by the Seller in writing) if the BUYER has not exchanged contracts to purchase the Property, the RESERVATION AGREEMENT shall automatically terminate
3. The SELLER may terminate the RESERVATION AGREEMENT with immediate effect by written notice to the BUYER if the BUYER is in breach of the BUYER's obligations under the RESERVATION AGREEMENT.
4. Any provision of the RESERVATION AGREEMENT that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the RESERVATION AGREEMENT shall remain in full force and effect.
5. The BUYER agrees that if the CONTRACT for the purchase of the Property has not been legally and unconditionally exchanged within the Reservation Period the SELLER has the absolute right to re-offer the Property for sale free of any obligation to the BUYER. In this event the RESERVATION FEE is deemed non-refundable

Incorporation of Conditional Auction Terms and Conditions

1. The BUYER confirms that they have read and agree with the terms and conditions of the RESERVATION AGREEMENT, the SPECIAL CONDITIONS and these Conditional Auction Terms and Conditions

Auctioneer's Position

1. The SELLER and BUYER acknowledge and agree that the Auctioneer's capacity in relation to the RESERVATION AGREEMENT is solely to act as an agent of the SELLER and not its own capacity.
2. Save in the event of fraud or death or personal injury resulting from the Auctioneer's negligence, neither the Auctioneer nor any of its parent companies, subsidiaries, affiliates, third party service providers, licensors, officers, directors or employees shall have any liability of any nature howsoever arising in relation to the RESERVATION AGREEMENT

Waiver

No failure or delay by a party to exercise any right or remedy provided under the RESERVATION AGREEMENT or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Assignment and other dealings prohibited.

The RESERVATION AGREEMENT is personal to the BUYER and SELLER and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the RESERVATION AGREEMENT.

Costs

1. The BUYER and SELLER shall pay its own costs incurred in connection with this Agreement and any documents referred to in it, except as varied by the SPECIAL CONDITIONS.
2. Fees paid to the Auctioneer may be considered as part of the chargeable consideration for the property and be included in the calculation for stamp duty liability. Further clarification on this must be sought from your legal representative.

General

- 1 The RESERVATION AGREEMENT constitutes the entire agreement between the BUYER and SELLER and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
2. Neither the BUYER nor the SELLER shall make, or permit any person to make, any public announcement concerning the RESERVATION AGREEMENT without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

Notices

- 1 Any notice or other communication required to be given to either the BUYER or SELLER under or in connection with this contract shall be in writing and shall be delivered by hand or sent by first-class post or next working day delivery service to the

other Party's address as noted on page 1 of the RESERVATION AGREEMENT (or such other address as may be notified in writing by one Party to the other from time to time).

3. Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or otherwise at 9.00 am on the second Business Day after posting.

Third Party Rights

- 3.1 Except in relation to clause 1.1, 3.1 (c)(iii), 3.2 and 6 of the RESERVATION AGREEMENT, which the Auctioneer is entitled to rely upon and enforce against the BUYER, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the RESERVATION AGREEMENT.

- 3.2 **R14 Counterparts** The RESERVATION AGREEMENT may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

3.3 Governing Law

1. The RESERVATION AGREEMENT and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Jurisdiction .

The BUYER and SELLER irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the RESERVATION AGREEMENT or its subject matter or formation (including non-contractual disputes or claims)

Thank you for your agreement to purchase a property through Advanced Property Auction. This Agreement is made between Advanced Property Auction as agent for and on behalf of "the Seller" ("the Auctioneer") and the Buyer(s) as detailed below ("the Buyer(s)"). The Buyer(s) and the Seller will be referred to as "the Parties". This Agreement incorporates the conditional auction terms and conditions set out on the Auctioneer's website at the date of Reservation ("Conditional Auction Terms and Conditions"). The "Buyer Information Pack" is deemed to be complete when the Auctioneer is in receipt of a valid local authority search, official water and drainage search, evidence of title and signed property information questionnaire and fixtures and fittings form.

Summary of Key terms and Details of the Parties

Property Details and the Reservation Fee

Date of Reservation _____

Property Address ("the Property") _____

Postcode _____

Purchase Price _____

Reservation Fee (payable to Auctioneer) _____

Reservation Period The period starting on the date of this Agreement and ending 28 days after receipt by the Buyer's solicitors of a draft contract for the sale and purchase of the Property from the Seller's Solicitors.

Seller (the legal owner of the Property) _____

Buyer(s) Details

Name(s) of the Buyer(s) _____

Address _____

Postcode _____

Telephone Number _____

Mobile Telephone Number _____

E-mail _____

Date of Birth _____

Buyer's Solicitors Details Solicitor Name _____

Contact Name _____ Telephone _____

Address _____

Postcode _____

On Behalf of the Buyer(s):

Buyer 1 - please sign:

Buyer 2 - please sign:

Seller's Solicitors Details: Solicitor Name _____

Contact Name _____ Telephone _____

Address _____

Postcode _____

IMPORTANT: This Agreement should be read carefully. If you are unsure of any part, phrasing or implication of this Agreement, please ask the Auctioneer to clarify / or seek independent legal advice.

Signed by the Parties (or on their behalf). Please sign and date all pages of this agreement.

IT IS AGREED

1. Payment of Reservation Fee

1. On the date of this Agreement the Buyer(s) shall pay the Reservation Fee to the Auctioneer in the amount detailed in the "Property Details and Reservation Fee" section on page 1 of this Agreement.
2. The Parties acknowledge and agree that this fee is not a part payment (a deposit) towards the purchase price of the property but a fee payable to the Auctioneer in addition to the purchase price.
3. The Reservation Fee is **not** refundable to the Buyer(s) **unless** the Seller withdraws from the sale during the reservation period. In **all** other circumstances the Buyer agrees that the Reservation Fee shall not be repaid to the Buyer.

2. Grant of exclusivity for Reservation Period and Seller's obligations

1. Conditional upon payment of the Reservation Fee and due execution of this Agreement, the Property shall be reserved to the Buyer(s) for the Reservation Period in which time the Buyer(s) must exchange contracts.
2. In consideration of the payment of the Reservation Fee, the Seller agrees:
 - a. That the seller has instructed the Auctioneer not to agree another reservation of this Property during the Reservation Period:
 - b. During the Reservation period:
 - i. Not to encumber or deal with the title to the Property.
 - ii. Not to send, instruct or allow anyone else to send any contract for sale of the Property to anyone other than the Buyer's Solicitors;
 - iii. To give such access to the Property as may be reasonably required by any surveyor or valuer appointed by the Buyer or the Buyer's mortgagee for the purpose of surveying and/or valuing the Property;
 - iv. Not to give access to any other person to view the Property nor negotiate with anyone other than the Buyer(s) any terms for the sale of the Property;

On Behalf of the Buyer(s):

I/we, the Buyer(s), agree with the information set out on page 1 and 2 of this Agreement. I understand that the Reservation Fee is paid in addition to the sale price as detailed on page one of this Agreement. I understand the Reservation Fee is paid on a non-refundable basis as fees to the Auctioneer.

Buyer 1 - please sign:

Buyer 2 - please sign:

Date:

PRINT:

PRINT:

On Behalf of the Seller (signed by the Auctioneer as agent for the Seller):

Signed:

PRINT:

Date:

- c. To use all reasonable endeavours to proceed to a formal exchange of contracts within the Reservation Period;
 - d. To supply to the Seller's Solicitors all documentation, information and authority to enable the Seller's Solicitors to draft and negotiate the sale and purchase contract and do all work necessary to enable contracts for sale of the Property to be exchanged within the Reservation Period;
 - e. To immediately instruct the Seller's Solicitors to issue a contract for the sale of the property to the Buyer's Solicitors and to answer promptly all enquiries raised by the Buyer's Solicitors relating to the Property, to respond promptly to any amendments to the draft sale and purchase contract proposed by the Buyer's Solicitors and do all other work required to enable contracts for the sale of the Property to be exchanged within the Reservation Period, provided always that the Buyer(s) complies with the terms of this Agreement.
3. The Seller may (but shall not be obliged to) grant an extension of the Reservation Period. Any such extension shall be confirmed in writing.

3. Buyer's Obligations

1. In consideration of the undertakings given by the Seller in this Agreement, the Buyer(s) agrees:

- a. To use all reasonable endeavours to proceed to a formal exchange of contracts within the Reservation Period;
- b. To immediately instruct the Buyer's Solicitors to investigate title to the Property, negotiate the draft sale and purchase agreement, raise enquiries of the Seller and any third parties about the Property and do any other work required to enable contracts for the sale of the Property to be exchanged within the Reservation Period;
- c. within five working days after the auction or acceptance of the offer:
 - i. If the Buyer(s) intends to use a loan in connection with the purchase of the Property, the Buyer(s) shall apply to the relevant lender and complete all necessary documentation and do all such things as such lender may require to process the Buyer's application as soon as possible including the payment of any application fees;
 - ii. If the Buyer(s) or the Buyer's mortgagee or lender requires that the Property is surveyed and/or valued, the Buyer(s) will use all reasonable endeavours to arrange for the survey and/or valuation to take place at the Property as soon as reasonably practicable including the payment of any valuation fee;
 - iii. Keep the Auctioneer and the Seller's Solicitors advised of progress with the application for the loan.
- d. Within 5 working days of receiving draft contracts from the sellers solicitor, the Buyer(s) must ensure that their nominated solicitor has raised initial enquiries in relation to the draft contract in writing with the sellers solicitor. If this has not been undertaken the Seller reserves the absolute right to re-offer the Property for sale free of any obligation to the Buyer(s). In this event the Reservation Fee is deemed non-refundable.
- e. The date of completion shall be specified in the contract exchanged for the purchase of the Property but such date shall be no later than the date being 28 days after the date of exchange of contracts and the Buyer(s) shall use all reasonable endeavours to complete the purchase of the Property by such date.

4. Termination

- 1. Subject to clauses 4.2 and 4.3, this Agreement shall not be capable of termination by either party during the Reservation Period.
- 2. On the expiry of the Reservation Period (or the expiry of any extension granted by the Seller in writing) if the Buyer(s) has not exchanged contracts to purchase the Property, this Agreement shall automatically terminate.
- 3. The Seller may terminate this Agreement with immediate effect by written notice to the Buyer(s) if the Buyer(s) is in breach of the Buyer's obligations under this Agreement.
- 4. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 5. The Buyer(s) agrees that if contracts for the purchase of the Property have not been legally and unconditionally exchanged within the Reservation Period the Seller has the absolute right to re-offer the Property for sale free of any obligation to the Buyer. In this event the Reservation Fee is deemed non-refundable as detailed above.

On Behalf of the Buyer(s):

Buyer 1 - please sign:

Buyer 2 - please sign:

5. Incorporation of Conditional Auction Terms and Conditions

The Buyer(s) confirm that they have read and agree with the terms and conditions of this Agreement and the Conditional Auction Terms and Conditions attached to this Agreement.

6. Auctioneer's Position

1. The Seller and Buyer acknowledge and agree that the Auctioneer's capacity in relation to this Agreement is solely to act as an agent of the Seller and not its own capacity.
2. Save in the event of fraud or death or personal injury resulting from the Auctioneer's negligence, neither the Auctioneer nor any of its parent companies, subsidiaries, affiliates, third party service providers, licensors, officers, directors or employees shall have any liability of any nature howsoever arising in relation to this Agreement.

7. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

8. Assignment and other dealings prohibited

This Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

9. Costs

1. Each Party shall pay its own costs incurred in connection with this Agreement and any documents referred to in it.
2. Fees paid to the Auctioneer may be considered as part of the chargeable consideration for the property and be included in the calculation for stamp duty liability. Further clarification on this must be sought from your legal representative.

10. General

1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
2. No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

11. Notices

1. Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or sent by first-class post or next working day delivery service to the other Party's address as noted on page 1 (or such other address as may be notified in writing by one Party to the other from time to time).
2. Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or otherwise at 9.00 am on the second Business Day after posting.

On Behalf of the Buyer(s):

12. Third Party Rights

Except in relation to clause 1.1, 3.1 (c)(iii), 3.2 and 6, which the Auctioneer is entitled to rely upon and enforce against the Buyer, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

13. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

On Behalf of the Buyer(s):

Buyer 1 - please sign:

Buyer 2 - please sign:

11. Notices

1. Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or sent by first-class post or next working day delivery service to the other Party's address as noted on page 1 (or such other address as may be notified in writing by one Party to the other from time to time).
2. Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or otherwise at 9.00 am on the second Business Day after posting.

On Behalf of the Buyer(s):

12. Third Party Rights

Except in relation to clause 1.1, 3.1 (c)(iii), 3.2 and 6, which the Auctioneer is entitled to rely upon and enforce against the Buyer, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

13. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

14. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed by the Parties (or on their behalf). Please sign and date all pages of this Agreement.

On Behalf of the Buyer:

I/we, the Buyer(s), agree with the terms and conditions set out in this Agreement. I understand that the Reservation Fee is paid in addition to the sale price as detailed on page one of this Agreement. I understand the Reservation Fee is paid on a non-refundable basis as fees to the Auctioneer.

Buyer 1 - please sign:

Buyer 2 - please sign:

Date:

PRINT:

PRINT:

On Behalf of the Seller (signed by the Auctioneer as agent for the Seller):

Signed:

PRINT:

Date:

These are the notes referred to on the following official copy

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

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

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

This official copy is issued on 14 March 2025 shows the state of this title plan on 14 March 2025 at 13:10:40. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Nottingham Office .

© Crown copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number AC0000851063.

H.M. LAND REGISTRY

TITLE NUMBER

WYK577857

ORDNANCE SURVEY
PLAN REFERENCE

SE 0024

SE 0025

SECTION

Scale 1/2500

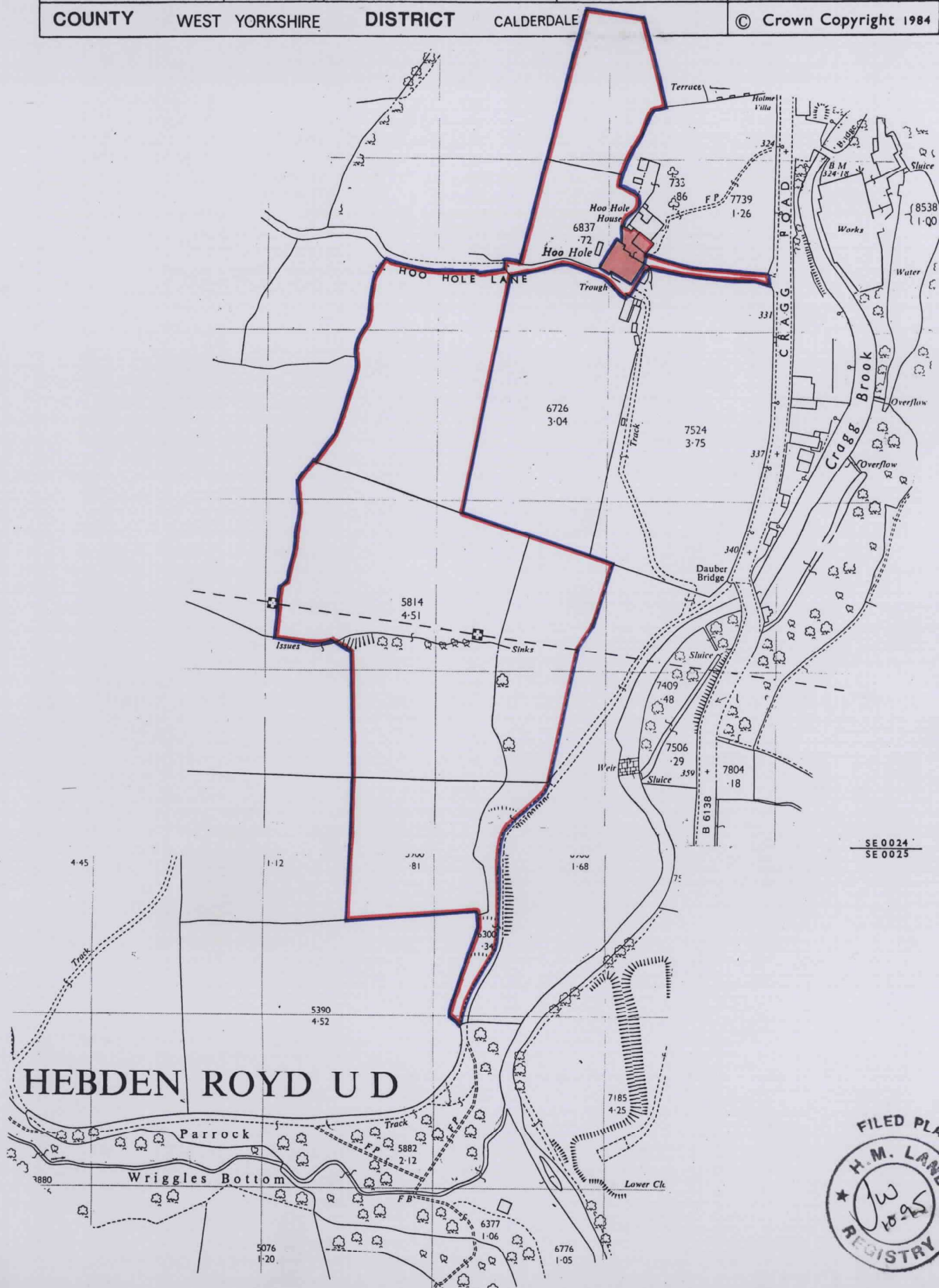
COUNTY

WEST YORKSHIRE

DISTRICT

CALDERDALE

© Crown Copyright 1984

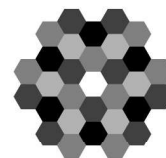


SE 0024
SE 0025



The electronic official copy of the register follows this message.

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



Official copy of register of title

Title number WYK577857

Edition date 11.07.2005

- This official copy shows the entries on the register of title on 14 MAR 2025 at 13:10:40.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 14 Mar 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

A: Property Register

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

WEST YORKSHIRE : CALDERDALE

1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Hoo Hole Farm, Cragg Road, Mytholmroyd, (HX7 5HA) and land on west side of Cragg Road.

2 A Conveyance of the land tinted pink on the filed plan and other land dated 31 January 1984 made between (1) Edgar Lumb (Vendor) and (2) Brierley Hellowell and Hazel Hellowell (Purchasers) contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that all or any rights or privileges now used and enjoyed by the property hereby conveyed over the Vendor's adjoining land and by the Vendor's adjoining land over the said property hereby conveyed and which had the said property hereby conveyed and the Vendor's adjoining land belonged to different owners would have been easements quasi-easements or rights or privileges in the nature of easements shall continue to be used and enjoyed by the owners or occupiers for the time being of the properties affected thereby such owners or occupiers contributing from time to time a fair and proper proportion of the cost of cleansing repairing and maintaining all things used in common".

3 A Conveyance of the land edged blue on the filed plan and other land dated 15 June 1984 made between (1) Edgar Lumb (Vendor) and (2) Brierley Hellowell and Hazel Hellowell (Purchasers) contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that all or any rights or privileges now used and enjoyed by the land hereby conveyed over the Vendor's said adjoining land and by the Vendor's said adjoining land over the said land hereby conveyed and which had the said land hereby conveyed and the Vendor's said adjoining land belonged to different owners would have been easements quasi-easements or rights or privileges in the nature of easements shall continue to be used and enjoyed by the owners or occupiers for the time being of the properties affected thereby such owners or occupiers contributing from time to time a fair and proper proportion of the cost of cleansing repairing and maintaining all things used in common

IT IS FURTHER AGREED AND DECLARED that the walls and fences dividing

A: Property Register continued

the land hereby conveyed from the said adjoining land of the Vendors shall be party walls and fences and shall be used maintained and repaired accordingly".

B: Proprietorship Register

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

Title absolute

- 1 (04.10.1999) PROPRIETOR: BRIAN ROGER PUGH and WENDY ANNE PUGH of Hoo Hole Farm, Cragg Road, Mytholmroyd, West Yorkshire (HX7 5HA).

C: Charges Register

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

- 1 The land tinted pink on the filed plan is subject to the following rights contained in a Conveyance of land adjoining the Northern boundary of the land in this title dated 17 February 1920 made between (1) John Edward Greenwood and others (Vendors) and (2) The English Velvet and Cord Dyers Association Limited (Company):-

The Vendors in exercise of the power for this purpose conferred on them by Section 60 of the Settled Land Act 1882 and of every other power enabling them in this behalf and as Trustees do hereby on behalf of the said Edith Mary Foster Stafford grant and convey unto the Company the following easements privileges or benefit namely full right and liberty for the Company and its assigns its and their undertenants workmen and servants at all times hereafter by day or night and for all purposes with or without horses carts carriages motor and other vehicles laden and unladen to go pass and re-pass along over and upon the road coloured purple on the said plan leading from Cragg Road aforesaid to the said hereditaments and premises thirdly hereinbefore described the Company and its assigns from time to time paying one moiety of the expense of maintaining the said road in a proper state of repair AND also the right for the Company and its assigns to lay maintain and renew pipes electric light and telephone cables conduits and other like things under the said road coloured purple for the convenience of the said hereditaments and premises the Company or its assigns making good all damage thereby caused.

NOTE: Copy Conveyance Plan in Certificate. Copy plan filed under WYK306635.

- 2 The part of the land affected thereby is subject to the rights granted by a Deed dated 18 January 1971 made between (1) Edgar Lumb and (2) North Eastern Gas Board.

The said Deed also contains covenants.

NOTE:-Copy in Certificate. Copy filed under WYK316214.

- 3 (23.10.1995) The land is subject to the following rights granted by a Transfer of the land in this title dated 16 October 1995 made between (1) Brierley Hellowell and Hazel Hellowell (Transferors) and (2) Anthony McRobbie and Alison Elizabeth McRobbie (Transferees):-

"The Transferees hereby grant unto the Transferors and their successors in title the owners and occupiers for the time being of the retained land and all parts thereof

(a) A right of way at all times and for all purposes with or without vehicles to pass and repass over and along the roadway shown for the purpose of identification only coloured green on Plan "B" attached hereto SUBJECT to the payment of a proportionate part of the cost of keeping the same in good repair and condition according to user.

C: Charges Register continued

(b) A right to use all sewers drains gas and water pipes and electricity cables now or hereafter (but within the period of eighty years from the date hereof which shall be the perpetuity period applicable thereto) to be made or laid in or under or over the property hereby agreed to be sold ad to lay down and renew and repair the same and of joining into or making connections therewith with liberty to enter upon the property hereby transferred for such purposes doing no avoidable damage and making good all damages caused thereby".

NOTE: Copy Transfer Plan B in Certificate. Copy plan filed.

- 4 (11.07.2005) The land is subject to the rights granted by a Deed dated 14 June 2005 made between (1) Brian Roger Pugh and Wendy Ann Pugh (2) Brierley Hellowell and (3) Keith Frederick Law and Susan Janette Law.

NOTE:- Copy filed.

End of register

Regulated Local Authority Search

Land Charges Summary

This search reveals 14 registration(s) as described in the schedule hereto.



Planning Permissions

Sections 1.1a-1.1i

Yes



Building Regulations Approval

Sections 1.1j-1.1l

Yes



Planning Designations and Proposals

Section 1.2

Identified



Roads

Roads, Footways, and Footpaths
Maintained at Public Expense
Section 2.1

Public

Other Matters



Nearby Road Schemes

Section 3.4

No



Nearby Railway Schemes

Section 3.5

Identified



Traffic Schemes

Section 3.6

No

About Your Search

Search Type:

**Land Charges Register and Local
Search Enquiries**

Property:

Hoo Hole Farm
Mytholmroyd
Hebden Bridge
HX7 5HA

Local Authority:

Calderdale Metropolitan Borough Cc
Calderdale Register Office, Spring Hall,
Huddersfield Road, Halifax, West
Yorkshire, HX3 0AQ.

Our Reference:

XX/4845349

Your Reference:

Searches/HX75HA/WYK577857

Prepared by:

MInnes

Invoice Number:

E26107721

Date:

18/03/2025

If you require any further information, or if you would like to order any additional recommended searches or insurances, please do not hesitate to contact our Customer Service Team on:

 **0800 052 0117**

 cs@onesearchdirect.co.uk

Contents

This report is divided into the following colour codes for ease of interpretation:-

Search of Local Land Charges Register
Local Search Enquiries
1.1 Planning and Building Regulation Decisions and Pending Applications
1.2 Planning Designations and Proposals
2.1 Roads, Footways and Footpaths
2.2 - 2.5 Public Rights of Way
3.1 - 3.2 Land Required for Public Purposes
3.3 Drainage Matters
3.4 Nearby Road Schemes
3.5 Nearby Railways Schemes
3.6 Traffic Schemes
3.7 Outstanding Notices
3.8 Contravention of Building Regulations
3.9 Notices, Orders, Directions, and Proceedings under Planning Acts
3.10 Community Infrastructure Levy (CIL)
3.11 Conservation Areas
3.12 Compulsory Purchase
3.13 Contaminated Land
3.14 Radon Gas
3.15 Assets of Community Value

If you require assistance in interpreting this report, call our customer services desk on **0800 052 0117** or email cs@onesearchdirect.co.uk.

The information in this Search Report has been prepared following a search of (a) publicly available property related information held by the relevant local authority; and (b) property related information derived from the relevant local authority held by OneSearch Direct Ltd.

Search of Local Land Charges Register

Subjects: **Hoo Hole Farm, Mytholmroyd, Hebden Bridge, West Yorkshire, HX7 5HA.**
 Date of Search Report: **18/03/2025**
 Search Report No: **06684224**
 Search Report Prepared By: **Minnes**

Charges on Register

03 - Planning Charges			
Description Of Charge (including reference to appropriate statutory provision)	Originating Authority	Place Where Relevant Documents May Be Inspected	Date Of Registration
45/00001/AC Tree Preservation Order Hebden Royd 1945 Land Opposite, Windsor View, Hebden Bridge, Calderdale Town and Country Planning Act 1990	Calderdale Metropolitan Borough Council	Calderdale Register Office, Spring Hall, Huddersfield Road, Halifax, West Yorkshire, HX3 0AQ.	1/6/1945
Authority reference 92/02468/LBC Decision dated 31 August 1993 Conversion of agricultural building (within the curtilage of a listed building) to a dwelling (Listed Building Consent) Hoo Hole Farm Cottage Hoo Hole Lane Cragg Vale Hebden Bridge Calderdale HX7 5HA NOTE the land thereby affected includes a small part only of the land shown edged red on the search plan provided.	Calderdale Metropolitan Borough Council	Calderdale Register Office, Spring Hall, Huddersfield Road, Halifax, West Yorkshire, HX3 0AQ.	31/8/1993
Authority reference 95/01740/LBC Decision dated 05 October 1995 Revision to approved scheme to convert agricultural building (Listed Building Consent) Hoo Hole Farm Cottage Hoo Hole Lane Cragg Vale Hebden Bridge Calderdale HX7 5HA NOTE the land thereby affected includes part only of the land shown edged red on the search plan provided.	Calderdale Metropolitan Borough Council	Calderdale Register Office, Spring Hall, Huddersfield Road, Halifax, West Yorkshire, HX3 0AQ.	5/10/1995
Authority reference 95/01738/REM Decision dated 05 October 1995 Revision to elevations on previously approved Planning Permission no. 92/02467 (Conversion of Agricultural Building) Hoo Hole Farm Cottage Hoo Hole Lane Cragg Vale Hebden Bridge Calderdale HX7 5HA NOTE the land thereby affected includes part only of the land shown edged red on the search plan provided.	Calderdale Metropolitan Borough Council	Calderdale Register Office, Spring Hall, Huddersfield Road, Halifax, West Yorkshire, HX3 0AQ.	5/10/1995

<p>Authority reference 96/00365/LBC Decision dated 18 April 1996 Re-roof barn, insert two new rooflights, remove and replace decayed arcade plates and remove structure in the cart entry (Listed Building Consent) Hoo Hole Farm Hoo Hole Lane Cragg Vale Hebden Bridge Calderdale HX7 5HA</p>	<p>Calderdale Metropolitan Borough Council</p>	<p>Calderdale Register Office, 18/4/1996 Spring Hall, Huddersfield Road, Halifax, West Yorkshire, HX3 0AQ.</p>
<p>Authority reference 00/00781/LBC Decision dated 01 August 2000 Proposed new door surround and windows (Listed Building Consent) Hoo Hole Farm Hoo Hole Lane Cragg Vale Hebden Bridge Calderdale HX7 5HA</p>	<p>Calderdale Metropolitan Borough Council</p>	<p>Calderdale Register Office, 1/8/2000 Spring Hall, Huddersfield Road, Halifax, West Yorkshire, HX3 0AQ.</p>
<p>Authority reference 02/00093/LBC Decision dated 23 April 2002 Alterations to existing residential outhouse (Listed Building Consent) Hoo Hole Farm Hoo Hole Lane Cragg Vale Hebden Bridge Calderdale HX7 5HA</p>	<p>Calderdale Metropolitan Borough Council</p>	<p>Calderdale Register Office, 23/4/2002 Spring Hall, Huddersfield Road, Halifax, West Yorkshire, HX3 0AQ.</p>
<p>Authority reference 02/00934/LBC Decision dated 13 August 2002 Reinstatement of mullions into three existing windows plus head and cill into one existing window (Listed Building Consent) Hoo Hole Farm Hoo Hole Lane Cragg Vale Hebden Bridge Calderdale HX7 5HA</p>	<p>Calderdale Metropolitan Borough Council</p>	<p>Calderdale Register Office, 13/8/2002 Spring Hall, Huddersfield Road, Halifax, West Yorkshire, HX3 0AQ.</p>
<p>Authority reference 03/00789/RES Decision dated 05 August 2003 One detached dwelling (Reserved Matters) Land At Hoo Hole House, Hoo Hole Lane, Cragg Vale, Hebden Bridge, Calderdale NOTE the land thereby affected includes part only of the land shown edged red on the search plan provided.</p>	<p>Calderdale Metropolitan Borough Council</p>	<p>Calderdale Register Office, 5/8/2003 Spring Hall, Huddersfield Road, Halifax, West Yorkshire, HX3 0AQ.</p>
<p>Authority reference 11/00915/LBC Decision dated 31 October 2011 Conversion of a residential outbuilding into a separate dwelling, including amenity space. (Listed Building Consent) Hoo Hole Farm Hoo Hole Lane Cragg Vale Hebden Bridge Calderdale HX7 5HA</p>	<p>Calderdale Metropolitan Borough Council</p>	<p>Calderdale Register Office, 31/10/2011 Spring Hall, Huddersfield Road, Halifax, West Yorkshire, HX3 0AQ.</p>

Authority reference 11/00914/FUL Decision dated 31 October 2011 Conversion of a residential outbuilding into a separate dwelling, including amenity space. Hoo Hole Farm Hoo Hole Lane Cragg Vale Hebden Bridge Calderdale HX7 5HA	Calderdale Metropolitan Borough Council	Calderdale Register Office, 31/10/2011 Spring Hall, Huddersfield Road, Halifax, West Yorkshire, HX3 0AQ.	
--	---	--	--

04 - Miscellaneous Charges

Description Of Charge (including reference to appropriate statutory provision)	Originating Authority	Place Where Relevant Documents May Be Inspected	Date Of Registration
Smoke Control Order 09/0054/SMKCON Mytholmroyd Operative Date 01 January 1972 Clean Air Act 1993 section 18	Calderdale Metropolitan Borough Council	Calderdale Register Office, Spring Hall, Huddersfield Road, Halifax, West Yorkshire, HX3 0AQ.	1/1/1972

10 - Listed Building Charges

Description Of Charge (including reference to appropriate statutory provision)	Originating Authority	Place Where Relevant Documents May Be Inspected	Date Of Registration
Grade II Listed Building Hoo Hole Farmhouse and rear wing attached to Hoo Hole House Planning (Listed Buildings and Conservation Areas) Act 1990 section 2(2) Listed by English Heritage under Listing Number 1278974 NOTE part of the building affected by this Listing falls within the area shown edged red on the search plan provided.	Calderdale Metropolitan Borough Council	Calderdale Register Office, Spring Hall, Huddersfield Road, Halifax, West Yorkshire, HX3 0AQ.	21/6/1984
Grade II Listed Barn located 10 metres to south-west of Hoo Hole Farmhouse (now dwelling) Hoo Hole Lane Cragg Vale Hebden Bridge Calderdale HX7 5HA Planning (Listed Buildings and Conservation Areas) Act 1990 section 2(2) Listed by English Heritage under Listing Number 1229497	Calderdale Metropolitan Borough Council	Calderdale Register Office, Spring Hall, Huddersfield Road, Halifax, West Yorkshire, HX3 0AQ.	21/6/1984

Local Search Enquiries

Subjects: **Hoo Hole Farm, Mytholmroyd, Hebden Bridge, West Yorkshire, HX7 5HA.**
 Date of Search Report: **18/03/2025**
 Search Report No: **06684224**
 Search Report Prepared By: **Minnes**

Local Search Enquiries deal with entries which affect the subjects of search but which have not been registered as a Land Charge by the Local Authority.

Information relating to applications, consents, designations, notices, orders and other items which are disclosed in the search of the Land Charges register will not be duplicated below.

Planning and Building Regulation Decisions and Pending Applications

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:-

1.1

Section 1.1 (a) Planning Permissions			Yes
	Date	Application Type	
- Proposal Please see attached		Planning	
Section 1.1 (b) Listed Building Consents			Yes
	Date	Application Type	
- Proposal Please see attached		Listed Building	
Section 1.1 (c) Conservation Area Consents			None
Section 1.1 (d) Certificate of Lawfulness of Existing Use or Development			None
Section 1.1 (e) Certificate of Lawfulness of Proposed Use or Development			None
Section 1.1 (f) A Certificate of Lawfulness of Proposed Works for Listed Buildings			None
Section 1.1 (g) A Heritage Partnership Agreement			None
Section 1.1 (h) A Listed Building Consent Order			None
Section 1.1 (i) A Local Listed Building Consent Order			None
Section 1.1 (j) Building Regulations Approvals			Yes
	Decision	Date	Application Type
95/01041/OTHDOM	Granted	26-Jun-1995	Building Regulation Approval
Proposal Conversion of agricultural building to dwelling.			
13/90455/FCONDN	Granted	7-Aug-2013	Building Regulation Approval
Proposal Conversion of barn to residential dwelling.			
Section 1.1 (k) Building Regulations Completion Certificate			None
Section 1.1 (l) Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?			None
Informative <i>The seller or developer should be asked to provide evidence of compliance with building regulations. This search reports information on planning and other matters relating to the subject property only. If required, information relating to other properties in the vicinity can be supplied on receipt of a separate search request.</i>			
Informative <i>The Local Authority's computerised records of planning and building control documents do not extend back before planning - 01/01/1988 - and building control - 01/01/2000 - and replies will only cover the period since that date. If earlier history is required, please contact the Planning & Building Control Department - refer to search information sheet for contact details</i>			

Informative

With regards to 1.1(l) please note the Local Authority may not always be aware of such works and enquiries should also be made of the seller.

Planning Designations and Proposals

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

See details below

1.2

Borough Boundary	-	-
Local Plans	Borough Boundary	
Calderdale Local Plan	Submission Draft	11/01/2019
Local Plans	Flood Zone 3	
Local Plans	Proposed Sandstone MSA Buffer	
Local Plans	Unconstrained Sandstone Resource	
Proposal Map	Submission Draft	11/01/2019
Local Plans	Leeds Bradford Airport Consultation Zone	
Local Plans	Hameldon Hill Consultation Zone	
Local Plans	Pipelines	
Local Plans	Green Belt	
Local Plans	MSA Sandstone	
Local Plans	Special Landscape Area	
Replacement Calderdale Unitary Development Plan Adopted	Adopted	25/08/2006
Local Plan Policy	Borough Boundary	
Local Plan Policy	Wildlife Corridors	

Informative

This reply reflects the Policies or Proposals in any existing adopted Development Plan and in any formally proposed Alteration or Replacement Plan, but does not include Policies contained in Planning Guidance Notes or Supplementary Planning documents. Further enquiries should be made to the Local Authority (ref to Search Information Sheet).

Roads

2.1 Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are:-		2.1
(a) Highway Maintainable at Public Expense	Public	
Name	Status	
Main Road Abutting Property	Public	
(b) Subject to adoption and supported by a bond or bond waiver	No	
(c) To be made up by a local authority who will reclaim the cost from the frontagers; or	No	
(d) To be adopted by a local authority without reclaiming the cost from the frontagers?	No	
Informative Any further enquiries should be made to the Local Authority's Highways Department (refer to Search Information Sheet).		

2.2 Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?	Yes	2.2
Please see attached map.		
Informative Please note additional public rights of way may exist other than those shown on the definitive map.		

2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, on the Register?	No	2.3
Informative Please note additional public rights of way may exist other than those shown on the definitive map.		

2.4 Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?	No	2.4
Informative Please note additional public rights of way may exist other than those shown on the definitive map.		

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

Yes

2.5

Informative
See attached

Other Matters

Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property? If so please refer to Search Information Sheet for contact details. Note: Matters entered onto the Local Land Charges Register, or visibly by property/site inspection, will not be referred to (where relevant) in answer to the enquiries 3.1 to 3.15 below

Land Required for Public Purposes

3.1. Is the property included in land required for public purposes?

No

3.1

Land to be Acquired for Road Works

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

No

3.2

Drainage Matters

3.3. Is the property:-

3.3

(a) Served by a sustainable urban drainage system (SuDS)?

Not Available

(b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?

Not Available

(c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?

Not Available

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 in order to establish if the property is served by a Sustainable Urban Drainage System.

Nearby Road Schemes

3.4. Is the property (or will it be) within 200 metres of any of the following?

No

3.4

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

Informative

A mini roundabout is a roundabout having a one way circulatory carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches.

Nearby Railway Schemes

3.5 (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

3.5

Informative

Please refer to search information sheet for contact details relating to relevant rail schemes.

3.5 (b) Are there any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?

Yes

3.5

Scheme Type

Proposal

Potential Elland Rail Station

Potential Elland Rail Station

Informative

Please refer to search information sheet for contact details relating to relevant rail schemes.

Traffic Schemes

3.6 Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in Boxes B and C and are within 200 metres of the boundaries of the property:	No	3.6
<ul style="list-style-type: none"> (a) Permanent stopping up or diversion; (b) Waiting or loading restrictions (c) One way driving (d) Prohibition of driving (e) Pedestrianisation (f) Vehicle width or weight restrictions (g) Traffic calming works including road humps (h) Residents parking controls (i) Minor road widening or improvement (j) Pedestrian crossings (k) Cycle tracks; or (l) Bridge building? 		
Informative <i>In some circumstances, road closures can be obtained by third parties from magistrate's courts, or can be made by the Secretary of State for Transport without involving the local authority.</i>		
Informative <i>Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.</i>		
Informative <i>This enquiry is designed to reveal matters that are yet to be implemented and could not therefore be ascertained by a visual inspection. Schemes that have been, or are currently being implemented will not be referred to in answer to this enquiry.</i>		

Outstanding Notices

3.7. 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:-	No	3.7
<ul style="list-style-type: none"> (a) Building Works; (b) Environment; (c) Health and Safety; (d) Housing; (e) Highways; or (f) Public health? (g) Flood and coastal erosion risk management 		
Informative <i>Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.</i>		

Contravention of Building Regulations

3.8. Has a local authority authorised in relation to the property any proceedings for the contravention of any provisions contained in building regulations	No	3.8
--	-----------	------------

Notices, Orders, Directions and Proceedings under Planning Acts

3.9

3.9. 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) Enforcement Notice	No
(b) Stop Notice	No
(c) Listed Building Enforcement Notice	No
(d) Breach of Condition Notice	No
(e) Planning Contravention Notice	No
(f) Other Notice Relating to Breach of Planning Control	No
(g) Listed Buildings Repair Notice	No
(h) In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation	No
(i) A Building Preservation Notice	No
(j) A Direction Restricting Permitted Development	No
(k) An Order Revoking or Modifying Permission	No
(l) An Order Requiring Discontinuance of Use or Alteration or Removal of Buildings or Works	No
(m) Tree Preservation Order	No
(n) Proceedings to Enforce a Planning Agreement or Planning Contribution	No

Informative

Matters already entered on the Local Land Charges Register will not be revealed in answer to enquiries 3 (a), (c), and (f-n).

Community Infrastructure Levy (CIL)

3.10 (a) Is there a CIL charging schedule?	No	3.10
(b) If yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-		
(i) a liability notice?	No	
(ii) a notice of chargeable development	No	
(iii) a demand notice	No	
(iv) a default liability notice?	No	
(v) an assumption of liability notice?	No	
(vi) a commencement notice?	No	
(c) Has any demand notice been suspended?	No	
(d) Has the Local Authority received full or part payment of any CIL liability?	No	
(e) Has the Local Authority received any appeal against any of the above?	No	
(f) Has a decision been taken to apply for a liability order?	No	
(g) Has a liability order been granted?	No	
(h) Have any other enforcement measures been taken?	No	
Informative <i>Matters already entered on the Local Land Charges Register will not be revealed in answer to enquiries 3.10 (b)(i), (b)(iii), (d), and (f-h).</i>		

Conservation Areas

3.11. Do the following apply in relation to the property:-	No	3.11
a) The making of the area a Conservation Area before 31st August 1974; or b) An unimplemented resolution to designate the area a Conservation Area?		

Compulsory Purchase

3.12. Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	No	3.12
Informative <i>Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.</i>		

Contaminated Land

3.13. 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:-

No

3.13

- a) A contaminated land notice;
- b) In relation to a register maintained under section 78R of the Environmental Protection Act 1990 -
 - I) A decision to make an entry; or
 - II) An entry; or
- c) Consultation with the owner or occupier of the property conducted under Section 78G (3) of the Environmental Protection Act 1990

Informative

A negative reply does not imply that the property is free from contamination or from risk to it, and the reply may not disclose steps taken by another council in whose area adjacent or adjoining land is situated.

The Environment Act 1995 introduced a contaminated land regime forming part IIA of the Environmental Protection Act 1990 which became effective in April 2000. This change saw owner/occupiers become potentially liable for clean up costs as a Class 'B' "Appropriate Person."

Local Authorities are now responsible for preparation of reports on contamination in their respective areas and their subsequent local strategy. Local Authorities will intermittently inspect their areas in respect of contamination and take action against those seriously contaminated areas. Registers of remediation notices and contaminated land identified under Section 78R must also be kept. These registers do not form lists of contaminated sites; rather sites where Remediation Notices have been served. It is intended that information will also be included with regard to the condition of the land in question.

As part of the OneSearch Local Search we will inspect the remediation register where available.

Radon Gas

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

Yes

3.14

Yes. If you have obtained an environmental report we would refer you to the relevant section which will provide you with the percentage of homes in your immediate area which are above the action level. If you have not obtained an environmental report please contact us and we will provide you with a radon risk report.

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 UK Health Security 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).

The areas are identified from radiological evidence and are periodically reviewed by the UK Health Security Agency. Existing homes in Affected Areas should have radon measurements. The present owner should say whether the radon concentration has been measured in the property; whether the result was at or above the Action Level and if so whether remedial measures were installed and whether the radon concentration was re-tested to assess the effectiveness of the remedy.

Radon preventative measures are required for new buildings in higher risk areas. For new properties the builder and/or the owners of properties built after 1988 should say whether protective measures were incorporated in the construction of the property.

Further information on radon, including an indicative version of the Radon Affected Areas map, the associated health risks and common questions and answers is available from UK Health Security Agency Radiation Protection Services website (<https://www.ukhsa-protectionservices.org.uk/radon/>). Alternatively information can be requested from UKHSA on 01235 825313 or by writing to UK Health Security Agency, Chilton, Didcot, Oxon, OX11 0RQ.

Assets of Community Value

3.15. (a) Has the property been nominated as an asset of community value? If so:-		No	3.15
(i) Is it listed as an asset of community value?		No	
(ii) Was it excluded and placed on the “nominated but not listed” list?		No	
(iii) Has the listing expired?		No	
(iv) Is the Local Authority reviewing or proposing to renew the listing?		No	
(v) Are there any subsisting appeals against the listing?		No	
(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?		No	
(ii) Has the Local Authority received a notice of disposal?		No	
(iii) Has any community interest group requested to be treated as a bidder?		No	
Informative Matters already entered on the Local Land Charges Register will not be revealed in answer to enquiry 3.15 (a)(i).			

Search Information Sheet

Service Contact Details

Calderdale Metropolitan Borough Council

Calderdale Register Office
Spring Hall
Huddersfield Road
Halifax
HX3 0AQ



Calderdale Council

Calderdale Metropolitan Borough Council
Regeneration & Development Department Northgate House
Northgate
Halifax
HX1 1UN
01422 392237



UK Health Security Agency

UK Health Security Agency
10 South Colonnade
London
E14 4PU



020 7654 8000



enquiries@ukhsa.gov.uk

Crossrail

8 Cavell Mews
Flitwick
Bedford
MK45 1GT



0345 602 3813



helpdesk@crossrail.co.uk

HS2

28 Larch Road
Dartford
DA1 2LF



020 7944 4908



HS2enquiries@hs2.org.uk

Terms and Conditions

The Search Company

1. This Search Report was prepared, and the search carried out, by OneSearch Direct Limited, (Company number SC230285), 2nd Floor, Skypark SP1, 8 Elliot Place, Glasgow G3 8EP (referred to in these Notes as "OneSearch").
2. ONESEARCH Direct Limited is a limited company registered in Scotland.
3. OneSearch maintain contractual relationships with various persons involved in the conveyancing process in the UK. OneSearch will disclose on the Search Report any personal or business relationship which it has with any person involved in the sale of the property who is identified at the point of ordering the search. OneSearch cannot accept any liability for failing to disclose a relationship where the involvement of a person in the transaction was not made known to it at the time of ordering the search.

Terms for Preparation of Search

4. This Search Report does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.
5. The information in this Search Report has been prepared following a search of (a) publicly available property related information held by the relevant local authority; and (b) property related information derived from the relevant local authority held by OneSearch. The address of OneSearch is set out in paragraph 1 above in this Notes section. Copies of relevant documents held by the relevant local authority can be obtained by contacting the relevant local authority at the said address. Fees and contact information for obtaining copies of such documents are available on request by contacting us on 0800 052 0117 or by e-mailing cs@onesearchdirect.co.uk. The searches from which this Search Report was prepared were completed on the date this Search Report was issued (the said date of issue being the date stated on page 1 of the report.)

Scope of Area Searched

6. Local Plan policies, proposals and recommendations: only those which apply directly to the property of the search are disclosed.
7. Planning applications and building regulations on the property only have been searched. The minimum search period is 10 years.

Definition of Search Terms

8. Definition of Search Terms - Roads
 - . Any road (as defined by the Highways Act 1980) or part thereof which has been taken over and is maintained by the local Roads Authority is denoted as Public.
 - . Any road (as defined by the Highways Act 1980) or part thereof which has not been taken over and is not maintained by the local Roads Authority is denoted as Private.

Legal Issues

9. The Search Report has been prepared with reasonable care and skill by staff trained and employed by OneSearch.
10. The seller of the subjects or the person acting as his/her estate agent may make copies of this Search Report subject to our prior agreement.
11. These terms are enforceable against OneSearch not only by the seller of the property but also by the actual or potential purchaser of, or mortgage lender in respect of, the property, in their own right.

Cancellations

12. Wherever possible, we will cancel a request without attaching a charge. In some instances, however, we may need to recover costs which have already been incurred. Any such costs will be applied in line with the following timescales:

- Any personal search cancelled up to one working day after the order is placed can be cancelled without charge
- Any personal search cancelled on the expected return date, or one working day before, will attract a 100% charge
- Any personal search cancellation request made between these times will attract a 50% charge.
- Any ancillary report cancellation request received where no work has been carried out can be cancelled without charge. Any direct costs incurred will be passed on and charged in full.

Should you have any questions regarding the cancellation policy please contact the Customer Services Department on 0800 052 0117.

Cancellations

12. Wherever possible, we will cancel a request without attaching a charge. In some instances, however, we may need to recover costs which have already been incurred.

Queries

13. Any queries or complaints regarding the content of the Search Report; the manner in which the search was prepared or completed; or the service provided by staff of OneSearch should be submitted in the first instance to the Customer Services Department by telephone on 0800 052 0117 or by emailing cs@onesearchdirect.co.uk. Claims may also be made under the relevant insurance. (See also under Liability and Insurance below.)

Liability and Insurance

14. This search is protected by Professional Indemnity Insurance arranged by Tokio Marine HCC, the limit of which is £10,000,000. This indemnity also provides cover for errors and omissions in local authority and water company data/records which are used to compile our search reports. The search further benefits from 6 years run-off.
15. If the insurance company goes out of business, compensation may be available from the Financial Services Compensation Scheme (FSCS). The Financial Ombudsman Service may also provide help in resolving disputes involving insurance companies.

Complaints Procedure

16. OneSearch Direct 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 your complaint 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

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, website: www.tpos.co.uk, email: admin@tpos.co.uk.

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

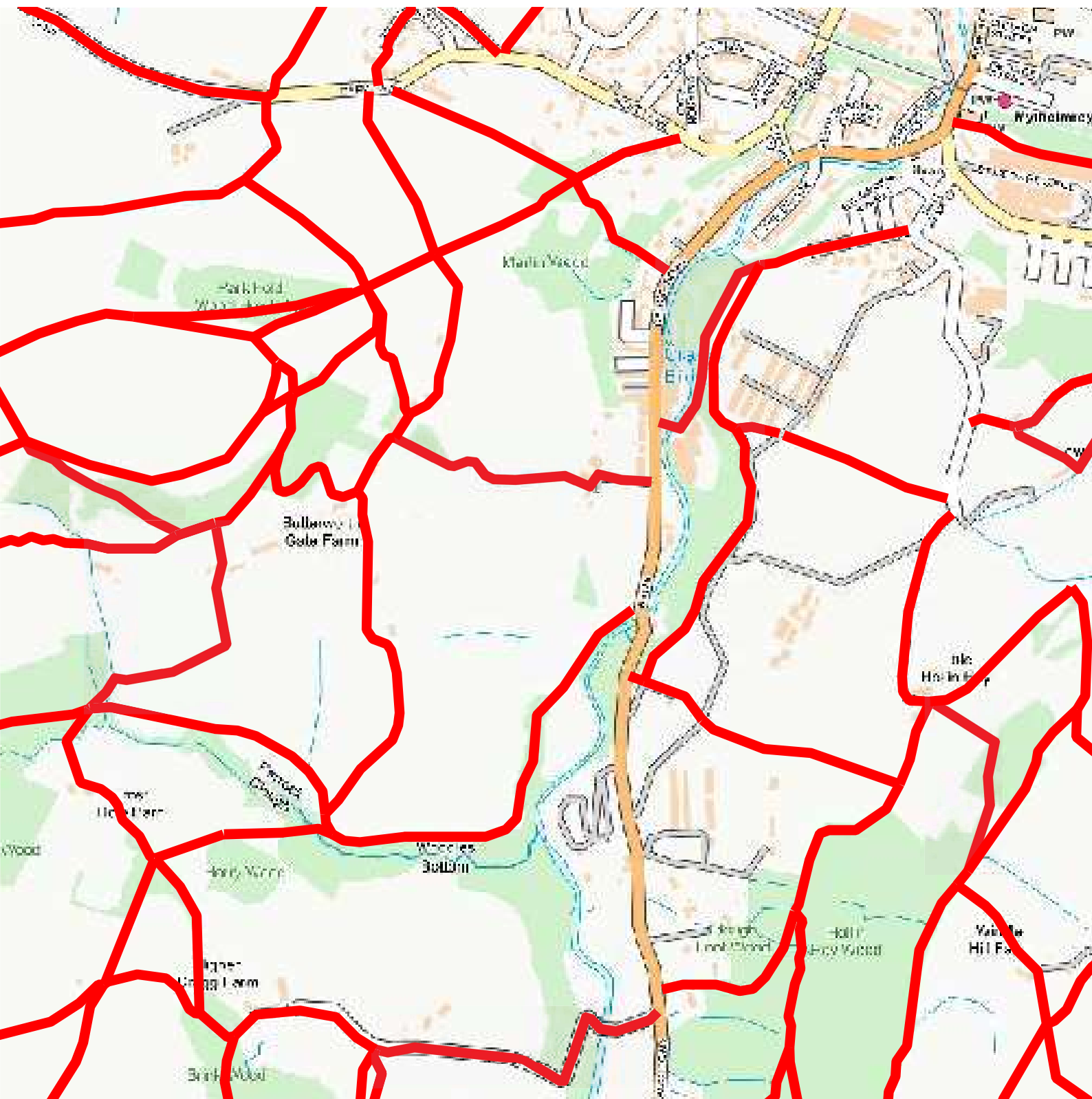
Complaints should be sent to: cs@onesearchdirect.co.uk

or

Customer Services Manager
OneSearch Direct
Skypark SP1
8 Elliot Place
Glasgow
G3 8EP
Tel: 0800 052 0117

The Search Company, OneSearch Direct have a contractual relationship with the following parties to the compilation of your search

LEAS Division - Landmark Information Group Limited



Planning Applications

- [Proposed new door surround and windows \(Listed Building Consent\)](#)

Ref. No: 00/00781/LBC | Status: Grant Listed Building Consent

- [Alterations to existing residential outhouse \(Listed Building Consent\)](#)

Ref. No: 02/00093/LBC | Status: Grant Listed Building Consent

- [Re-roofing and repairs and addition of 3 rooflights \(Listed Building Consent\)](#)

Ref. No: 95/02093/LBC | Status: Refuse Listed Building Consent

- [Re-roof barn, insert two new rooflights, remove and replace decayed arcade plates and remove structure in the cart entry \(Listed Building Consent\)](#)

Ref. No: 96/00365/LBC | Status: Grant Listed Building Consent

- [Reinstatement of mullions into three existing windows plus head and cill into one existing window \(Listed Building Consent\)](#)

Ref. No: 02/00934/LBC | Status: Grant Listed Building Consent

- [Conversion of a residential outbuilding into a separate dwelling, including amenity space.](#)

Ref. No: 11/00914/FUL | Status: Permit

- [Conversion of a residential outbuilding into a separate dwelling, including amenity space. \(Listed Building Consent\)](#)

Ref. No: 11/00915/LBC | Status: Grant Listed Building Consent

- [Submission of information to discharge conditions on application 11/00914 - conditions 1, 2, 3, 4, 6, 7, 9 and 13C](#)

Ref. No: 11/00914/DISC1 | Status: Partially Complied With

- [Submission of information to discharge conditions on application 11/00915 - conditions 1, 2, 3, 4, 6 and 7](#)

Ref. No: 11/00915/DISC1 | Status: Partially Complied With

- [Submission of information to discharge conditions on application 11/00914 - condition 7](#)

Ref. No: 11/00914/DISC2 | Status: Condition Complied With

Fact Sheet for Homebuyers



Why do I need this search?

Your conveyancer has requested this search to make sure there are no nasty surprises lurking within your property. It is usually a lender requirement that you obtain a local search before they will agree to release the finance you need to complete your property transaction. But what does it all mean?

08 - Civil Aviation Charges	
Description Of Charge (including reference to appropriate statutory provision)	Originating Authority
Reference ABCXX. Aerodrome safeguard zones. Within the boundary of the Aerodrome Safeguarding Area there may be restrictions on all buildings, structures, erections and works exceeding 90 metres in height (295.3 feet) - DfT circular 2003.	North Somerset Council

Local Land Charges

The Land Charges Register will highlight any restrictions on use, or financial obligations placed on the property. These are generally binding on successive owners, so it's very important that your conveyancer explains this part thoroughly to you.

Planning Decisions

Have previous owners been rejected for that extension you had your eye on? Has permission been granted for those double glazed windows on your property that is within a Conservation Area? You can find out in this section of the report.

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:-		
Section 1.1 (a)	Planning Permissions	None
Section 1.1 (b)	Listed Building Consents	None
Section 1.1 (c)	Conservation Area Consents	None
Section 1.1 (d)	Certificate of Lawfulness of Existing Use or Development	None
Section 1.1 (e)	Certificate of Lawfulness of Proposed Use or Development	None

Section 1.1 (f)	Building Regulations Approvals
Section 1.1 (g)	Building Regulations Completion Certificate
Section 1.1 (h)	Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?

Building Regulations

Have any works that have been carried out on property been done with appropriate consent? This section will reveal any applications made to Building Control for changes to the property. This is important as any works without appropriate consent may result in the council taking action and as the new homeowner you would be liable for remediation work.

Planning Designations and Proposals

Local Plans are vital for setting out what types of development can be permitted within a local development framework. This includes housing, business, and essential infrastructure.

1.2. What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?	
North Somerset Council Local Development Framework	
Clevedon, Nailsea, and Portishead	Adopted
North Somerset Replacement Local Plan Adopted#1390	
Local Plan Policy	Conservation Area
Local Plan Policy	Borough Boundary
Local Plan Policy	Forest of Avon
Local Plan Policy	Settlement Boundary

2. Which of the roads, footways and footpaths named in the application for this search are:-				
(a) Highway Maintainable at Public Expense				
Name	Carriageway	Footway	Footpath	Verge
Sample Hill, Portishead	Public	Public	None	None
Footpath to side	None	None	Private	None

Roads

If your road is not maintainable at public expense, you could be liable for its maintenance and repairs. Your conveyancer will clarify ownership and liability should the search return a "private" result.

Fact Sheet for Homebuyers



Important! Please note...

Your conveyancer will discuss with you any issues that have been flagged up in this report. If there's a section you would like more information on, please get in touch with them directly and they can advise you further.

3.6 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;
- (b) Waiting or loading restrictions
- (c) One way driving
- (d) Prohibition of driving
- (e) Pedestrianisation
- (f) Vehicle width or weight restrictions
- (g) Traffic calming works including road humps
- (h) Residents parking controls
- (i) Minor road widening or improvement
- (j) Pedestrian crossings
- (k) Cycle tracks; or
- (l) Bridge building?

Roads, Railway and Traffic Schemes

Are there any proposals to construct a new road or railway nearby? What about proposed speed bumps outside your front door? This report will search within 200m for road and railway schemes, and will detect any relevant traffic schemes.

Notices and Orders

This section of the search will report on any enforcement action connected to the property, whether that be proposed, served, appealed, or withdrawn. This includes Breach of Condition Notices and Listed Building Notices.

3.9. 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) Enforcement Notice	No
(b) Stop Notice	No
(c) Listed Building Enforcement Notice	No
(d) Breach of Condition Notice	No
(e) Planning Contravention Notice	No

3.12. 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:-

No

- a) A contaminated land notice;
- b) In relation to a register maintained under section 78R of the Environmental Protection Act 1990 -
 - i) A decision to make an entry; or
 - ii) An entry; or
- c) Consultation with the owner or occupier of the property conducted under Section 78G (3) of the Environmental Protection Act 1990

Contaminated Land

If there is contaminated land at the site of your property, and if the original polluter cannot be traced, there are instances when the new owner of the land may become liable for remediation (including compensating others who are affected by it!). Your conveyancer will be able to advise you of any liability risks.

What does this search **NOT** include?

Matters that are not specific to your property will not be included within this search, unless stated otherwise. Your conveyancer should also obtain other searches as required, which may include Drainage & Water, Environmental Searches and Mining Searches.

Please ensure you are comfortable with the content of this search before you fully commit to purchasing the property.



Important Consumer Protection Information

This search has been produced by Onesearch Direct (Address: Skypark SP1, 8 Elliot Place, Glasgow G3 8EP Telephone: 0800 052 0117 Fax: 0141 572 2033 or E-mail: cs@onesearchdirect.co.uk) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

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

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

The Code's core principles

Firms which subscribe to the Search Code will:

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

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal 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
Email: admin@tpos.co.uk

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

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

building regulation application number 13/90455/FCONDN

The work was started and has been inspected.

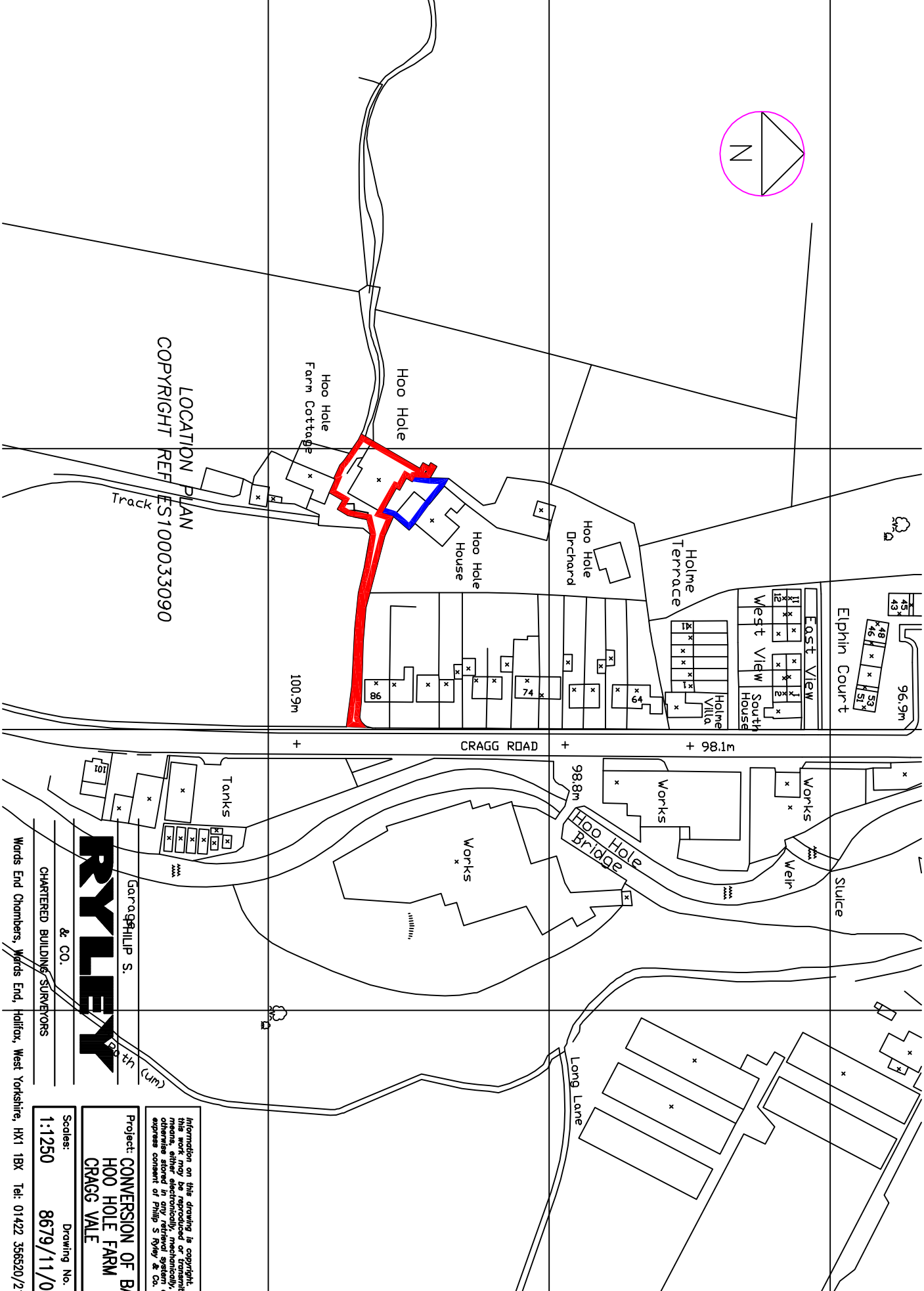
The file is open.

Works can resume without further planning needed.

Chloe Dixon

Building Control Surveyor

Mobile: 07516112875



Information on this drawing is copyright. All rights reserved. No part of this work may be reproduced or transmitted in any form by any means, either electronically, mechanically, by photocopying, recording or otherwise stored in any retrieval system of any nature, without the express consent of Philip S Riley & Co.

Project: **CONVERSION OF BARN**

**Project: CONVERSION OF BARN
HOO HOLE FARM
CRAGG VALE**

Scales:	Drawing No.	Date:
---------	-------------	-------

1:1250 8679/11/09

1:1250 8679/11/09 JUL11

shire, HX1 1BX Tel: 01422 356520/21. Fax: 01422 364351

Law Society Fittings and Contents Form (3rd edition)

Address of the property

HOO HOLE FARM
MYTHOLM ROMO
HEDDEN BRIDGE
Postcode HX7 5HA

Full names of the seller

WENDY ANNE PUGH

Seller's solicitor

TEC

Name of solicitor's firm

Address

Email

Reference number

About this form

The aim of this form is to make clear to the buyer which items are included in the sale. It must be completed accurately by the seller as the form may become part of the contract between the buyer and seller. It is important that sellers and buyers check the information in this form carefully.

Definitions

- 'Seller' means all sellers together where the property is owned by more than one person.
- 'Buyer' means all buyers together where the property is being bought by more than one person.

Instructions to the seller and the buyer

In each row, the seller should tick the appropriate box to show whether:

- the item is included in the sale ('Included');
- the item is excluded from the sale ('Excluded');
- there is no such item at the property ('None').

Where an item is excluded from the sale the seller may offer it for sale by entering a price in the appropriate box. The buyer can then decide whether to accept the seller's offer.

A seller who inserts a price in this form is responsible for negotiating the sale of that item directly with the buyer or through their estate agent. If the seller or buyer instructs their solicitor to negotiate the sale of such an item, there may be an additional charge.

Sellers and buyers should inform their solicitors of any arrangements made about items offered for sale.

If the seller removes any fixtures, fittings or contents, the seller should be reasonably careful to ensure that any damage caused is minimised.

Unless stated otherwise, the seller will be responsible for ensuring that all rubbish is removed from the property (including from the loft, garden, outbuildings, garage and street), and that the property is left in a reasonably clean and tidy condition.

1 Basic fittings

	Included	Excluded	None	Price	Comments
Bottle/immersion heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Radiator/boiler heaters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Night-storage heaters	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Time-switching heaters	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Gas fires (with surround)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Electric fires (with surround)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Light switches	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Roof insulation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Window fittings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Window shutters/grilles	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Internal door fittings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
External door fittings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Doorbell/chime	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

1
Basic fittings (continued)

	Included	Excluded	None	Price	Comments
Electric sockets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Burglar alarm	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Other items (please specify)					
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			

2
Kitchen

Note: In this section please also indicate whether the item is fitted or free-standing.

	Fitted	Free-standing	Included	Excluded	None	Price	Comments
Hob	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Extractor hood	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Oven/grill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Cooker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Refrigerator/fridge-freezer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Freezer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Tumble-dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Washing machine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Other items (please specify)							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

© Law Society 2013
Page 3 of 6
Law Society Fittings and Contents Form
6019

3 Bathroom

	Included	Excluded	None	Price	Comments
Bath	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Shower fitting for bath	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Shower curtain	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bathroom cabinet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Taps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Separate shower and fittings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Towel rail	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Soap/toothbrush holders	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Toilet roll holders	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bathroom mirror	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>

4 Corjeto

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Living room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Dining room	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Other rooms (please specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>

5

Curtains and curtain rails

	Included	Excluded	How	Price	Comments
Curtain rails/poles/pellets					
Hall, stairs and landing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Living room	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Dining room	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Bedroom 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Bedroom 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Bedroom 3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Other rooms (please specify)					
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
Curtains/blinds					
Hall, stairs and landing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Living room	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Bedroom 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Bedroom 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Bedroom 3	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Other rooms (please specify)					
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			

© Law Society 2013

Page 5 of 8

Law Society Fittings and Contents Form **2013**

6 Light fittings

Note: If the seller removes a light fitting, it is assumed that the seller will replace the fitting with a ceiling rose, a flex, bulb holder and bulb and that they will be left in a safe condition.

	Included	Excluded	Note	Price	Comments
Hall, stairs and landing	<input type="checkbox"/>	<input type="checkbox"/>			
Living room	<input type="checkbox"/>	<input type="checkbox"/>			
Dining room	<input type="checkbox"/>	<input type="checkbox"/>			
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>			
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>			
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>			
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>			
Other rooms (please specify)	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			

7 Fitted units

Note: Fitted units include, for example, fitted cupboards, fitted shelves, and fitted wardrobes.

	Included	Excluded	Note	Price	Comments
Hall, stairs and landing	<input type="checkbox"/>	<input type="checkbox"/>			
Living room	<input type="checkbox"/>	<input type="checkbox"/>			
Dining room	<input type="checkbox"/>	<input type="checkbox"/>			
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>			
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>			
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>			
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>			

9 Telephones and telephones					
	Included	Excluded	None	Price	Comments
Telephone receivers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Television aerial	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Radio aerial	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Satellite dish	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

10 Stock of fuel					
	Included	Excluded	None	Price	Comments
Oil	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Wood	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Liquefied Petroleum Gas (LPG)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

11 Other assets					
	Included	Excluded	None	Price	Comments
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Signed: WALUGH Date: 29/3/2025
 Signed: _____ Date: _____
 Each seller should sign this form.

The Law Society is the representative body for solicitors in England and Wales.

Photographs

Hoo Hole Farm, Hoo Hole Lane, Cragg Vale, Hebden Bridge HX7 5HA.



Wards End Chambers,
Wards End, HALIFAX.
West Yorkshire. HX1 1BX

Fax: 01422 364351
Web: www.ryley.co.uk
E-mail: info@ryley.co.uk



Photograph 1: View looking south east towards Cragg Road



Photograph 2: South east elevation



Photograph 3: Part north east elevation (1)



Photograph 4: Part north east elevation (2)



Photograph 5: Internal view (1)



Photograph 6: Internal view (2)

Photographs
 Hoo Hole Farm, Hoo Hole Lane, Cragg Vale, Hebden Bridge HX7 5HA.

Coastal erosion

Note: Information about how coastal erosion is being managed in an area is available at:
<https://www.gov.uk/check-coastal-erosion-management-in-your-area>

10.4 If the property is near the coast, is there any known risk of coastal erosion affecting the property?

☐ Yes ☐ No
☒ Not applicable

Please give details:

11. Outstanding building work or approvals

11.1 Are you aware of any breaches of planning permission conditions or building regulations consent conditions, unfinished work or work that does not have all necessary consents?

☐ Yes ☒ No

If Yes, please give details:

11.2 Are there any planning or building control issues to resolve?

☐ Yes ☒ No

If Yes, please give details:

12. Notices and proposals

12.1 Have any notices or correspondence been received or sent (e.g. from or to a neighbour, council or government department), or any negotiations or discussions taken place, which affect the property or a property nearby?

☐ Yes ☒ No

If Yes, please give details:

LISTED BUILDING CONSENT

Planning (Listed Building and Conservation Areas) Act 1990
Local Government Planning and Land Act 1980
The Planning (Listed Buildings and Conservation Areas) Regulations 1990

(Please see notes at end of this letter)

To
Mr Roger Pugh
c/o Mrs Marilyn Brichard
Philip S. Ryley & Co. LLP
Wards End Chambers
Wards End
Halifax
HX1 1BX

This Council as Local Authority hereby grant consent for

Conversion of a residential outbuilding into a separate dwelling, including amenity space. (Listed Building Consent)

on land at

**Hoo Hole Farm
Hoo Hole Lane
Cragg Vale
Hebden Bridge
HX7 5HA**

in accordance with the application and plans approved by the Council on 31.10.2011

Plan Type	Reference	Version	Date Received
Location Plan	8679/11/09		19.07.2011
Existing Site Plan	8679/07/02		19.07.2011
proposed layout	8679/08/04	f	05.08.2011
Existing Elevations	8679/08/05	b	19.07.2011
Existing sections	8679/08/06		19.07.2011
Proposed Elevations	8679/08/07	b	19.07.2011

subject to the following conditions under section 18 of the Act

The works to which this consent relates must be begun not later than the expiration of
THREE YEARS beginning with the date on which this consent is granted

and subject to the following conditions specified below

1. Unless otherwise agreed in writing by the Local Planning Authority, no demolition or works shall commence until the applicant has secured the implementation of a scheme to make provision for archaeological and architectural recording consistent with the

proposed development, and details of that scheme have been submitted to and approved by the Local Planning Authority.

2. Notwithstanding the submitted details, the outshut to the south-west corner of the building shown to be removed, shall not be removed until further evidence of the age and historical relevance of this part of the building has been submitted to the Local Planning Authority and the Local Planning Authority has subsequently given written approval for the removal of the outshut to be carried out. In the event that such approval is not forthcoming, details of an alternative treatment for this outshut shall be submitted for the written approval of the Local Planning Authority, and the development shall then be carried out in accordance with the alternative treatment so approved.
3. The works hereby granted consent shall not begin until details of all gutters, downpipes and all other external plumbing have been submitted to and approved in writing by the Local Planning Authority; the use of plastic or similar materials for such items will not be acceptable. These items shall then be provided in accordance with the approved details and so retained thereafter.
4. The external flue shall not be installed until details of the materials and colour finish of the flue (which shall be of a matt black or dark grey finish) have been submitted to and approved in writing by the Local Planning Authority. The flue shall then be installed in accordance with the details so approved and shall be retained as such thereafter.
5. Any localised repairs to the roof or walls of the building shall be carried out using materials to match the existing building.
6. The works hereby granted consent shall not begin until details of the materials, treatment and/or colour and detailed sections showing the manner of opening and depth of reveal of the window and door frames (including the high level window in the north-west elevation) have been submitted to and approved in writing by the Local Planning Authority. The window and door frames shall then be installed in accordance with the approved details and so retained thereafter.
7. The rooflights shall be of a conservation-type design, details of which shall have been submitted to and approved in writing by the Local Planning Authority before being installed. The rooflights shall then be installed in accordance with the details so approved and shall be so retained thereafter.

The reasons for the Council's decision to grant an approval for the development subject to the above additional conditions are:

1. To ensure that adequate provision is made for an appropriate level of archaeological investigation before development commences, in accordance with PPS 5 (Planning for the Historic Environment).

2. Because the Local Planning Authority is not satisfied, on the basis of the submitted information, that sufficient justification for the removal of this outshot has been provided and in the absence of such justification the proposals fail to demonstrate that the alteration of this part of the listed building would not harm the character and appearance of the listed building or secure compliance with Policy BE14 of the Replacement Calderdale Unitary Development Plan.
3. In order to protect the character and appearance of the listed building and to ensure compliance with Policies BE1 and BE14 of the Replacement Calderdale Unitary Development Plan.
4. In order to protect the character and appearance of the listed building and to ensure compliance with Policies BE1 and BE14 of the Replacement Calderdale Unitary Development Plan.
5. In order to protect the character and appearance of the listed building and to ensure compliance with Policies BE1 and BE14 of the Replacement Calderdale Unitary Development Plan.
6. In order to protect the character and appearance of the listed building and to ensure compliance with Policies BE1 and BE14 of the Replacement Calderdale Unitary Development Plan.
7. In order to protect the character and appearance of the listed building and to ensure compliance with Policies BE1 and BE14 of the Replacement Calderdale Unitary Development Plan.

Reason For Grant of Permission

1. The main considerations in the determination of this application were:

Conservation Issues

In assessing these considerations regard has been had to the particular circumstances of the application, including the consultation responses received, and the following policies:

PPS No: 5 Planning for the Historic Environment

Regional Spatial Strategy for Yorkshire and the Humber: ENV 9 Historic environment

RCUDP Policies: BE14 Alteration & Extension of Listed Buildings

The decision to grant listed building consent has been made because the proposal, subject to the conditions specified, does not harm the character of the building or its setting and is considered to be in accordance with guidance contained within PPS 5 (Planning for the Historic Environment). Furthermore, the decision to grant listed building

CALDERDALE METROPOLITAN BOROUGH COUNCIL

Application No:

11/00915/LBC

WARD: 07

consent has been made having regard to the policies and proposals in the RCUDP and National Policy guidance as set out above.

For further details on the decision please see the application report by contacting Planning Services at Northgate House, Northgate, Halifax HX1 1UN tel: 01422 392237. Please note that 24 hours notice may be required to view a file that is being worked on. The officer's report will be made available on the Council's website (www.calderdale.gov.uk) in due course.

DATED: 31 October 2011

.....
Geoff Willerton BA(Hons)MRTPI
Head of Planning

PLANNING (LISTED BUILDINGS AND CONSERVATION AREAS) ACT 1990

NOTIFICATION TO BE SENT TO APPLICANT ON REFUSAL OF LISTED BUILDING CONSENT, OR GRANT OF CONSENT SUBJECT TO CONDITIONS

If you are aggrieved by the decision of your Local Planning Authority to refuse listed building consent for the proposed works, or to grant it subject to conditions, you may appeal to the Secretary of State for Communities and Local Government in accordance with Section 20 & 21, of the Planning (Listed Buildings and Conservation Areas) Act 1990. If you want to appeal then you must do so within six months of the date of this notice. You should use forms which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel: 0117 372 6372). A copy of the completed appeal form should be sent to the Chief Executive, Calderdale MBC, Town Hall, Halifax, West Yorkshire, HX1 1UJ. The Secretary of State has power to allow a longer period for the giving of a notice of appeal but will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal.

If listed building consent is refused, or granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of a reasonably beneficial use by the carrying out of any works which have been or would be permitted, he may serve on the Council of the district, in which the land is situated, a purchase notice requiring that Council to purchase his interest in the land in accordance with the provisions of Section 32 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

In certain circumstances a claim may be made against the local planning authority for compensation where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to her. The circumstances in which such compensation is payable are set out in section 27 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

NOTIFICATION TO BE SENT TO APPLICANT ON REFUSAL TO VARY OR DISCHARGE CONDITIONS ATTACHED TO A LISTED BUILDING CONSENT, OR ON THE ADDITION OF NEW CONDITIONS CONSEQUENTIAL UPON VARIATION OR DISCHARGE

If you are aggrieved by the decision of the Local Planning Authority –

- (a) to refuse to vary or discharge the conditions attached to a listed building consent; or
- (b) to add new conditions consequential upon any such variation or discharge,

you may appeal to the Secretary of State for Communities and Local Government in accordance with Section 20 & 21, of the Planning (Listed Buildings and Conservation Areas) Act 1990. If you want to appeal then you must do so within six months of the date of this notice. You should use forms which you can get from the Planning Inspectorate at Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel: 0117 372 6372). A copy of the completed appeal form should be sent to the Chief Executive, Calderdale MBC, Town Hall, Halifax, West Yorkshire, HX1 1UJ. The Secretary of State has power to allow a longer period for the giving of a notice of appeal but will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal.

ONLINE APPEAL SERVICE

The Planning Inspectorate have introduced an online appeals service which you can use to make your appeal online. You can find the service through the Appeals area of the Planning Portal – see www.planningportal.gov.uk/pcs. The Inspectorate will publish details of your appeal on the internet

CALDERDALE METROPOLITAN BOROUGH COUNCIL

Application No:

11/00915/LBC

WARD: 07

(on the Appeals area of the Planning Portal). This may include a copy of the original planning application form and relevant supporting documents supplied to the local authority by you or your agent, together with the completed appeal form and information you submit to the Planning Inspectorate. Please ensure that you only provide information, including personal information belonging to you that you are happy will be made available to others in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.

APPLICATION NO:	11/00915	WARD:	Luddendenfoot
PROPOSAL:	Conversion of outbuilding into dwelling		
LOCATION:	Hoo Hole Farm, Hoo Hole Lane, Cragg Vale		
APPLICANT:	Mr R Pugh		
PARISH COUNCIL COMMENTS:	Yes – recommend approval		
REPRESENTATIONS:	No		
DEPARTURE:	No		

Description of Site and Proposal:

The proposal relates to a grade 2 listed barn which is of double-aisled design dating from the 16th Century. It is currently used as ancillary domestic accommodation/storage in connection with the adjacent dwelling to the north, Hoo Hole Farm (which is also a grade 2 listed building).

The proposal is to convert the barn to form a separate dwelling. The proposal involves removing some brick outbuildings on the east side to form a parking area for the dwelling, removing later outshut extensions to the barn on the north-west corner to provide parking spaces for the existing dwelling, and on the south-west corner to provide a small garden area and which would reveal an original arched cart opening.

A large, open-to-the-roof lounge/dining area, a full-height kitchen and a small study, utility room and ancillary workshop would be formed on the ground floor, with 3 bedrooms and bath/shower rooms on the upper floor. Externally, other than the removal of the outshuts, very little change is proposed in relation to window/door openings. The main change is on the south elevation where an original cart opening will be revealed. In the roof, no new rooflights are proposed, but a small flue is proposed on the north-roof slope. To the rear (west), the ground is to be excavated away from the building and a retaining wall constructed from gabions, but with a dry-stone wall facing.

Relevant Planning History

In 1995, LBC was refused for insertion of a number of rooflights, as being excessive and out of character. This was followed in 1996 by grant of LBC for an amended scheme to provide rooflights and to remove a lean-to outbuilding. In 2000, LBC was granted for a new door surround & windows, and in 2002 LBC was granted for alterations to the outshut on the north-west corner of the barn to form accommodation whilst Hoo Hole Farm was being renovated.

Key Policy Context:

RCUDP Designation	Primary Housing Area, Wildlife Corridor
PPS No	5 Planning for the Historic Environment
Regional Spatial Strategy for Yorkshire and the Humber	ENV 9 Historic environment

RCUDP Policies	BE14 – Alteration & Extension of Listed Buildings
Draft National Planning Policy Framework (NPPF)	

Consultations

Conservation Officer
Building Control

Publicity/ Representations:

The application has been advertised by means of a site notice and neighbour notification letters. No letters of representation/objection have been received.

MP/Ward councillor comments:

- None received

Parish/Town Council Comments

The Parish/Town Councils are consulted on all applications in their areas. Where any have been received these are set out in full below and have been taken into account as part of the assessment of the application.

Hebden Royd TC recommend approval

Assessment of Proposal

Conservation Issues

Sections 16 and 66 of the Planning (Listed Building and Conservation Areas) Act 1990 indicate that in considering whether to grant listed building consent for works, special regard must be given to the desirability of preserving the building and its setting or any features of special architectural/historic interest.

PPS 5 (Planning for the Historic Environment) including the accompanying Practice Guid set out the issues that are relevant to the consideration of listed building applications. PPS5 also sets out the Government's objectives for planning for the historic environment:

- to deliver sustainable development where decisions concerning the historic environment recognise 'heritage assets' as a non-renewable resource, take account of wider benefits of heritage conservation and recognise that intelligently managed change may be necessary
- to conserve 'heritage assets' in a manner appropriate to their significance by basing decisions on the level of significance and importance of the asset, ensuring that such assets are put to appropriate, viable uses, recognising the contribution of heritage assets to local character and sense of place, and integrating historic environment considerations into planning policies, and
- to contribute to knowledge and understanding of the past by ensuring opportunities are taken to capture evidence from the historic environment.

Policy HE1 acknowledges the benefits of adapting heritage assets to reduce carbon emissions and secure sustainable development. Where this gives rise to unavoidable conflict with conservation of heritage assets, the public benefits of mitigating climate change impacts should be weighed against any harm to the significance of heritage assets.

Policy HE6 requires appropriate information to be provided to enable a proper assessment of the heritage asset.

Policy HE7 requires LPAs to identify and assess the particular significance of any element of the historic environment that may be affected.

Policy HE8 confirms that the effect of an application on the significance of a heritage asset or its setting is a material consideration.

Policy HE9 sets out a presumption in favour of the conservation of designated heritage assets, and the more significant the asset, the greater the presumption in favour of its conservation should be. Where significance may be harmed, clear and convincing justification is required.

Policy HE10 require LPAs to treat favourably applications that preserve the setting of heritage assets, but where proposals do not do this, the harm arising must be weighed against any wider benefits of the application. The more harm arising, the greater the benefits that will be needed to justify approval.

The PPS5 Practice Guide makes it clear that, although the statutory provision relating to development plan policies as a material consideration does not apply to applications for listed building or conservation area consent, the public benefits of any proposal that are relevant to the application of the relevant policies in HE9.2 and HE9.4 in respect of such consent decisions are likely to be closely aligned with the objectives of the development plan. In this respect, Policies BE14 and BE16 of the RCUDP do indeed reflect PPS 5 Policy HE9 in those respects:

Policy BE14 states that any alteration or extension of a listed building will only be permitted where it does not have an adverse effect on the architectural and historic character or appearance of the building or its setting, and it respects the individual details of the building which contribute to the character of the listed building.

Policy BE16 states that the change of use of listed buildings will be permitted where the original use is no longer practicable/appropriate and where the new use preserves the character/setting of the building.

The draft NPPF also gives a clear indication of the Government's 'direction of travel' in planning policy. Therefore, the draft National Planning Policy Framework is capable of being a material consideration, although the weight to be given to it will be a matter for the decision maker's planning judgment in each particular case. In this case, the draft NPPF maintains the commitment to conserving the historic environment and so a small degree of weight would be attached in support of the proposals.

In this case the building is already in partial use for ancillary domestic purposes and has had some windows previously installed. Internally, the proposals make good use of the interior, retaining a good proportion of the full height of the barn. Externally, very few alterations are required and full use of existing window and door openings is made so as to retain much of the external character of the building.

The Conservation Officer has been consulted on the proposals and has commented as follows:

"This is a grade II listed barn, listed in its own right.

The proposals are generally acceptable and will represent some overall improvement to the appearance of the building.

The heritage statement states that the extensions proposed to be removed date from the 1930s however apart from the overall layout of the building as a whole and the existence of the arched cart entry within the inner wall, there is no other evidence provided that this is indeed the case. I would suggest that a condition should be attached to require further evidence of the age and origins of the south-west outshut in order to properly establish its age before demolition is allowed.

The larger extension appears to be more clearly an addition, as there is an apparent difference in the roofline."

Accordingly, subject to detailed control over the design of the window/door surrounds, colour of the flue etc, the Conservation Officer raises no objections to the alterations in general, but does identify some concern regarding the outshuts.

As stated by the Conservation Officer, the submitted Heritage Statement refers to these as being 1930's additions, but provides no evidence to support this contention. The outshut to the north side is certainly not shown on earlier historic OS maps, and the survey plan of the building does also suggest that this is a later addition. It is accepted that this outshut has not particular merit in the historic interest of the building, and it's removal to re-instate more of the original appearance of the barn is therefore supported.

However, the nature of the outshut on the southern side is less clearcut. The floor plan and position of the cart opening in the original south wall of the barn do suggest that this is a later addition. However, the historic OS maps do suggest that this could date from well before the 1930s. Although it is unlikely to be of significant historic interest, based on the submitted information the Conservation Officer is not satisfied that sufficient justification has been provided to accept the removal of this outshut. As such, a condition is suggested to seek retention of this outshut until such time that further evidence is provided to demonstrate that this is not of historic importance to the building as a whole. If such evidence is not forthcoming, then it would be possible to retain the outshut, but details of how this would be incorporated into the layout of the proposed dwelling would then need to be provided.

Overall therefore, subject to appropriate conditions, the proposal is assessed as retaining the character and appearance of the listed building, and being in compliance with PPS 5 guidance and with Policy BE14.

CONCLUSION

For the above reasons, the proposal, subject to the conditions specified below, does not harm the character of the building or it's setting and is considered to be in accordance with guidance contained within PPS 5 (Planning for the Historic Environment). Furthermore, the recommendation to grant listed building consent has been made having regard to the policies and proposals in the RCUDP and National Policy guidance set out in the 'Key Policy Context' section above.

Recommendation: Grant LBC

Chief Officer: Geoff Willerton
Head of Planning

Date: 31/10/2011

Case officer initials: JLB/PM

Application No.

Receipt No.

Fee Received

Date Received

Application for Planning Permission and listed building consent for alterations,
extension or demolition of a listed building.

Town and Country Planning Act 1990

Planning (Listed Buildings and Conservation Areas) Act 1990

Publication of applications on planning authority websites.

Please note that the information provided on this application form and in supporting documents may be published on the Authority's website.
If you require any further clarification, please contact the Authority's planning department.

1. Applicant Name, Address and Contact Details

Title:	<input type="text" value="Mr"/>	First name:	<input type="text" value="Roger"/>	Surname:	<input type="text" value="Pugh"/>						
Company name:	<input type="text"/>										
Street address:	<input type="text" value="c/o Agent"/>			Telephone number:	<table><tr><th>Country Code</th><th>National Number</th><th>Extension Number</th></tr><tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr></table>	Country Code	National Number	Extension Number	<input type="text"/>	<input type="text"/>	<input type="text"/>
Country Code	National Number	Extension Number									
<input type="text"/>	<input type="text"/>	<input type="text"/>									
	<input type="text"/>			Mobile number:	<table><tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr></table>	<input type="text"/>	<input type="text"/>	<input type="text"/>			
<input type="text"/>	<input type="text"/>	<input type="text"/>									
Town/City:	<input type="text"/>			Fax number:	<table><tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr></table>	<input type="text"/>	<input type="text"/>	<input type="text"/>			
<input type="text"/>	<input type="text"/>	<input type="text"/>									
County:	<input type="text"/>			Email address:	<input type="text"/>						
Country:	<input type="text"/>										
Postcode:	<input type="text"/>										

Are you an agent acting on behalf of the applicant? ☒ Yes ☐ No

2. Agent Name, Address and Contact Details

Title:	<input type="text" value="Mrs"/>	First Name:	<input type="text" value="Marilyn"/>	Surname:	<input type="text" value="Brichard"/>						
Company name:	<input type="text" value="Philip S. Ryley & Co. LLP"/>										
Street address:	<input type="text" value="Wards End Chambers"/>			Telephone number:	<table><tr><th>Country Code</th><th>National Number</th><th>Extension Number</th></tr><tr><td><input type="text"/></td><td><input type="text" value="01422 356520"/></td><td><input type="text"/></td></tr></table>	Country Code	National Number	Extension Number	<input type="text"/>	<input type="text" value="01422 356520"/>	<input type="text"/>
Country Code	National Number	Extension Number									
<input type="text"/>	<input type="text" value="01422 356520"/>	<input type="text"/>									
	<input type="text" value="Wards End"/>			Mobile number:	<table><tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr></table>	<input type="text"/>	<input type="text"/>	<input type="text"/>			
<input type="text"/>	<input type="text"/>	<input type="text"/>									
Town/City:	<input type="text" value="Halifax"/>			Fax number:	<table><tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr></table>	<input type="text"/>	<input type="text"/>	<input type="text"/>			
<input type="text"/>	<input type="text"/>	<input type="text"/>									
County:	<input type="text" value="West Yorkshire (Met County)"/>			Email address:	<input type="text"/>						
Country:	<input type="text" value="United Kingdom"/>										
Postcode:	<input type="text" value="HX1 1BX"/>			<input type="text" value="marilyn@ryley.co.uk"/>							

3. Description of Proposed Works

Please describe details of the proposed development or works including details of proposals to alter, extend or demolish the listed building(s):

Has the development or work(s) already started?

☐ Yes ☒ No

4. Site Address Details

Full postal address of the site (including full postcode where available)

House:	<input type="text"/>	Suffix:	<input type="text"/>
House name:	<input type="text" value="HOO HOLE FARM"/>		
Street address:	<input type="text"/>		
	<input type="text" value="MYTHOLMROYD"/>		
Town/City:	<input type="text" value="HEBDEN BRIDGE"/>		
County:	<input type="text"/>		
Postcode:	<input type="text" value="HX7 5HA"/>		

Description of location or a grid reference
(must be completed if postcode is not known):

Easting:	<input type="text" value="400722"/>
Northing:	<input type="text" value="425351"/>

Description:

5. Pre-application Advice

Has assistance or prior advice been sought from the local authority about this application?

☐ Yes ☒ No

6. Pedestrian and Vehicle Access, Roads and Rights of Way

Is a new or altered vehicle access proposed to or from the public highway?

☐ Yes ☒ No

Is a new or altered pedestrian access proposed to or from the public highway?

☐ Yes ☒ No

Are there any new public roads to be provided within the site?

☐ Yes ☒ No

Are there any new public rights of way to be provided within or adjacent to the site?

☐ Yes ☒ No

Do the proposals require any diversions/extinguishments and/or creation of rights of way?

☐ Yes ☒ No

7. Waste Storage and Collection

Do the plans incorporate areas to store and aid the collection of waste?

☐ Yes ☒ No

Have arrangements been made for the separate storage and collection of recyclable waste?

☐ Yes ☒ No

8. Authority Employee/Member

With respect to the Authority, I am:

- (a) a member of staff
- (b) an elected member
- (c) related to a member of staff
- (d) related to an elected member

Do any of these statements apply to you?

☐ Yes ☒ No

9. Demolition

Does the proposal include total or partial demolition of a listed building?

☐ Yes ☒ No

10. Listed building alterations

Do the proposed works include alterations to a listed building?

☒ Yes ☐ No

If Yes, will there be works to the interior of the building?

☒ Yes ☐ No

Will there be works to the exterior of the building?

☒ Yes ☐ No

Will there be works to any structure or object fixed to the property (or buildings within its curtilage) internally or externally?

☐ Yes ☒ No

Will there be stripping out of any internal wall, ceiling or floor finishes (e.g. plaster, floorboards)?

☒ Yes ☐ No

If the answer to any of these questions is Yes, please provide plans, drawings and photographs sufficient to identify the location, extent and character of the items to be removed, and the proposal for their replacement, including any new means of structural support, and state references for the plan(s)/drawing(s).

State references for these plan(s)/drawing(s):

See drawings 8679/08/04C, 07A

11. Listed Building Grading

If known, what is the grading of the listed building (as stated in the list of Buildings of Special Architectural or Historical Interest)?

☐ Don't know

☐ Grade I

☐ Grade II*

☒ Grade II

Is it an ecclesiastical building?

☐ Don't know

☐ Yes

☒ No

12. Immunity from Listing

Has a Certificate of Immunity from listing been sought in respect of this building?

☐ Yes

☒ No

13. Vehicle Parking

Please provide information on the existing and proposed number of on-site parking spaces:

Type of vehicle	Existing number of spaces	Total proposed (including spaces retained)	Difference in spaces
Cars	0	4	4
Light goods vehicles/public carrier vehicles	0	0	0
Motorcycles	0	0	0
Disability spaces	0	0	0
Cycle spaces	0	0	0
Other (e.g. Bus)	0	0	0
Short description of Other			

14. Materials

Please provide a description of existing and proposed materials and finishes to be used in the build (demolition excluded):

External walls - add description

Description of *existing* materials and finishes:

Natural Stone

Description of *proposed* materials and finishes:

Natural Stone

Roof covering- add description

Description of *existing* materials and finishes:

natural slate

Description of *proposed* materials and finishes:

natural slate

Windows - add description

Description of *existing* materials and finishes:

Four light windows with arched lights (lacking two mullions)

Description of *proposed* materials and finishes:

Glazed to stone, obscure glaze to bedroom

External doors - add description

Description of *existing* materials and finishes:

Tudor arched lintel to mistal doorway with arched and chamfered rectangular ventilators

Description of *proposed* materials and finishes:

New hardwood door to rear opening

Boundary treatments - add description

Description of *existing* materials and finishes:

Dry stone wall

Description of *proposed* materials and finishes:

Stone / stone facing / timber

Vehicle access and hard standing - add description

Description of *existing* materials and finishes:

Stone paving

Description of *proposed* materials and finishes:

As existing

Are you supplying additional information on submitted drawings or plans?

☒ Yes

☐ No

If Yes, please state plan(s)/drawing(s) references:

See attached

15. Foul Sewage

Please state how foul sewage is to be disposed of:

Mains sewer	<input checked="" type="checkbox"/>	Package treatment plant	<input type="checkbox"/>	Unknown	<input type="checkbox"/>
Septic tank	<input type="checkbox"/>	Cess pit	<input type="checkbox"/>		
Other	<input type="text"/>				

Are you proposing to connect to the existing drainage system? ☒ Yes ☐ No ☐ Unknown

If Yes, please include the details of the existing system on the application drawings and state references for the plan(s)/drawing(s):

Drainage as existing

16. Assessment of Flood Risk

Is the site within an area at risk of flooding? (Refer to the Environment Agency's Flood Map showing flood zones 2 and 3 and consult Environment Agency standing advice and your local planning authority requirements for information as necessary.) ☐ Yes ☒ No

If Yes, you will need to submit an appropriate flood risk assessment to consider the risk to the proposed site.

Is your proposal within 20 metres of a watercourse (e.g. river, stream or beck)? ☐ Yes ☒ No

Will the proposal increase the flood risk elsewhere? ☐ Yes ☒ No

How will surface water be disposed of?

<input type="checkbox"/> Sustainable drainage system	<input checked="" type="checkbox"/> Main sewer	<input type="checkbox"/> Pond/lake
<input type="checkbox"/> Soakaway	<input type="checkbox"/> Existing watercourse	

17. Biodiversity and Geological Conservation

To assist in answering the following questions refer to the guidance notes for further information on when there is a reasonable likelihood that any important biodiversity or geological conservation features may be present or nearby and whether they are likely to be affected by your proposals.

Having referred to the guidance notes, is there a reasonable likelihood of the following being affected adversely or conserved and enhanced within the application site, OR on land adjacent to or near the application site:

a) Protected and priority species

☐ Yes, on the development site ☐ Yes, on land adjacent to or near the proposed development ☒ No

b) Designated sites, important habitats or other biodiversity features

☐ Yes, on the development site ☐ Yes, on land adjacent to or near the proposed development ☒ No

c) Features of geological conservation importance

☐ Yes, on the development site ☐ Yes, on land adjacent to or near the proposed development ☒ No

18. Existing Use

Please describe the current use of the site:

Ancillary residential use - home office / workshop

Is the site currently vacant? ☐ Yes ☒ No

Does the proposal involve any of the following?

If yes, you will need to submit an appropriate contamination assessment with your application.

Land which is known to be contaminated? ☐ Yes ☒ No

Land where contamination is suspected for all or part of the site? ☐ Yes ☒ No

A proposed use that would be particularly vulnerable to the presence of contamination? ☐ Yes ☒ No

19. Trees and Hedges

Are there trees or hedges on the proposed development site? ☐ Yes ☒ No

And/or: Are there trees or hedges on land adjacent to the proposed development site that could influence the development or might be important as part of the local landscape character? ☐ Yes ☒ No

If Yes to either or both of the above, you may need to provide a full Tree Survey, at the discretion of your local planning authority. If a Tree Survey is required, this and the accompanying plan should be submitted alongside your application. Your local planning authority should make clear on its website what the survey should contain, in accordance with the current 'BS5837: Trees in relation to construction - Recommendations'.

20. Trade Effluent

Does the proposal involve the need to dispose of trade effluents or waste? ☐ Yes ☒ No

21. Residential Units

Does your proposal include the gain or loss of residential units? ☒ Yes ☐ No

Market Housing - Proposed

	Number of bedrooms				
	1	2	3	4+	Unknown
Houses			1		
Flats/Maisonettes					
Live-Work units					
Cluster flats					
Sheltered housing					
Bedsit/Studios					
Unknown					

Proposed Market Housing Total 1

Market Housing - Existing

	Number of bedrooms				
	1	2	3	4+	Unknown
Houses					
Flats/Maisonettes					
Live-Work units					
Cluster flats					
Sheltered housing					
Bedsit/Studios					
Unknown					

Existing Market Housing Total 0

Overall Residential Unit Totals

Total proposed residential units	1
Total existing residential units	0

22. All Types of Development: Non-residential Floorspace

Does your proposal involve the loss, gain or change of use of non-residential floorspace? ☐ Yes ☒ No

23. Employment

If known, please complete the following information regarding employees:

	Full-time	Part-time	Equivalent number of full-time
Existing employees	0	0	0
Proposed employees	0	0	0

24. Hours of Opening

If known, please state the hours of opening for each non-residential use proposed:

Use	Monday to Friday		Saturday		Sunday and Bank Holidays		Not Known
	Start Time	End Time	Start Time	End Time	Start Time	End Time	

25. Site Area

What is the site area? 00.09 hectares

26. Industrial or Commercial Processes and Machinery

Please describe the activities and processes which would be carried out on the site and the end products including plant, ventilation or air conditioning. Please include the type of machinery which may be installed on site:

n/a

Is the proposal for a waste management development? ☐ Yes ☒ No

27. Hazardous Substances

Is any hazardous waste involved in the proposal? ☐ Yes ☒ No

28. Site Visit

Can the site be seen from a public road, public footpath, bridleway or other public land? ☒ Yes ☐ No

If the planning authority needs to make an appointment to carry out a site visit, whom should they contact? (Please select only one)

☒ The agent ☐ The applicant ☐ Other person

29. Certificates (Certificate B)

Certificate Of Ownership - Certificate B
Certificates under Article 12 – Town and Country Planning (Development Management Procedure) (England)
Order 2010 & Regulation 6 - Planning (Listed Buildings and Conservation Areas) Regulations 1990

I certify/The applicant certifies that I have/the applicant has given the requisite notice to everyone else (as listed below) who, on the day 21 days before the date of this application, was the owner (*owner is a person with a freehold interest or leasehold interest with at least 7 years left to run*) of any part of the land or building to which this application relates.

Notice recipient		Date notice served			
Name	Mr & Mrs Law	19/07/2011			
Number:	Suffix:				
Street:	Hoo Hole Orchard, Hoo Hole Lane				
Locality:					
Town:	Hebden Bridge				
Postcode:	HX7 5HA				
Name	Mr & Mrs Reader	19/07/2011			
Number:	Suffix:				
Street:	Hoo Hole House				
Locality:	Hoo Hole Lane				
Town:	Hebden Bridge				
Postcode:	HX7 5HA				
Name	Mr B Hellowell	19/07/2011			
Number:	Suffix:				
Street:	Hoo Hole Farm Cottage				
Locality:	Hoo Hole Lane				
Town:	Hebden Bridge				
Postcode:	HX7 5HA				
Title:	Mrs	First name:	Marilyn	Surname:	Brichard
Person role:	Agent	Declaration date:	14/07/2011	<input checked="" type="checkbox"/> Declaration made	

29. Certificates (Agricultural Land Declaration)

Agricultural Land Declaration
Town and Country Planning (Development Management Procedure) (England) Order 2010 Certificate under Article 12

Agricultural Land Declaration - You Must Complete Either A or B
(A) None of the land to which the application relates is, or is part of an agricultural holding. ☒

(B) I have/The applicant has given the requisite notice to every person other than myself/the applicant who, on the day 21 days before the date of this application, was a tenant of an agricultural holding on all or part of the land to which this application relates, as listed below: ☐

If any part of the land is an agricultural holding, of which the applicant is the sole tenant, the applicant should complete part (B) of the form by writing 'sole tenant - not applicable' in the first column of the table below

Title:	Mrs	First Name:	Marilyn	Surname:	Brichard
Person role:	Agent	Declaration date:	14/07/2011	<input checked="" type="checkbox"/> Declaration Made	

30. Declaration

I/we hereby apply for planning permission/consent as described in this form and the accompanying plans/drawings and additional information. ☒

Date 14/07/2011

Proposal Attachments Details :

Proposal Name	8679 Pugh Conversion
Proposal Number	PP-01557223
Version Number	1
Amended Attachments Only?	No
Submission Date	2011-07-19

Attachment :

Attachment Name	Site and Other Plans
Status	New
File Name	8679 02.pdf
File Type	application/pdf
PaperSize	A1
File Size (bytes)	971247
Document Reference	Site Plan
Document Comments	8679/07/02
Date File Uploaded	2011-07-14
Being Provided By	Electronic
Scale Bar Included?	Yes
Been Printed?	Yes
Date Details Amended	

Attachment :

Attachment Name	Additional Plans
Status	New
File Name	8679 04E.pdf
File Type	application/pdf
PaperSize	A1
File Size (bytes)	180372
Document Reference	Proposed Layout Plan
Document Comments	
Date File Uploaded	2011-07-19
Being Provided By	Electronic
Scale Bar Included?	Yes
Been Printed?	Yes
Date Details Amended	

Attachment :

Attachment Name	Additional Plans
Status	New

File Name	8679 07B.pdf
File Type	application/pdf
PaperSize	A0
File Size (bytes)	229551
Document Reference	Proposed Elevations and Sections
Document Comments	
Date File Uploaded	2011-07-19
Being Provided By	Electronic
Scale Bar Included?	Yes
Been Printed?	Yes
Date Details Amended	

Attachment :

Attachment Name	The Location Plan
Status	New
File Name	8679 09.pdf
File Type	application/pdf
PaperSize	A3
File Size (bytes)	60219
Document Reference	8679 09
Document Comments	
Date File Uploaded	2011-07-19
Being Provided By	Electronic
Scale Bar Included?	Yes
Been Printed?	Yes
Date Details Amended	

Attachment :

Attachment Name	Additional Plans
Status	New
File Name	867905B.pdf
File Type	application/pdf
PaperSize	A1
File Size (bytes)	253319
Document Reference	Existing Elevations
Document Comments	
Date File Uploaded	2011-07-19
Being Provided By	Electronic
Scale Bar Included?	Yes
Been Printed?	Yes
Date Details Amended	

Attachment :

Attachment Name	Additional Plans
Status	New
File Name	867906.pdf
File Type	application/pdf
PaperSize	A2
File Size (bytes)	159347
Document Reference	Existing Sections
Document Comments	
Date File Uploaded	2011-07-14
Being Provided By	Electronic
Scale Bar Included?	Yes
Been Printed?	Yes
Date Details Amended	

Attachment :

Attachment Name	Heritage statement
Status	New
File Name	8679HistAss.pdf
File Type	application/pdf
PaperSize	A4
File Size (bytes)	200394
Document Reference	8679HistAss
Document Comments	Historical Asset Assessment
Date File Uploaded	2011-07-14
Being Provided By	Electronic
Scale Bar Included?	No
Been Printed?	Yes
Date Details Amended	

Attachment :

Attachment Name	Design and Access Statement
Status	New
File Name	8679PDA_110719101726804.pdf
File Type	application/pdf
PaperSize	A4
File Size (bytes)	388825
Document Reference	8679PDA
Document Comments	
Date File Uploaded	2011-07-19
Being Provided By	Electronic
Scale Bar Included?	No
Been Printed?	Yes

Date Details Amended

Attachment :

Attachment Name	Photographs and Photomontages
Status	New
File Name	8679Photos.pdf
File Type	application/pdf
PaperSize	A4
File Size (bytes)	1310766
Document Reference	8679Photos
Document Comments	Photographs
Date File Uploaded	2011-07-14
Being Provided By	Electronic
Scale Bar Included?	No
Been Printed?	Yes
Date Details Amended	

Historic Asset Assessment

Hoo Hole Farm, Hoo Hole Lane, Cragg Vale, Hebden Bridge HX7 5HA.



Wards End Chambers,
Wards End, HALIFAX.
West Yorkshire. HX1 1BX

Fax: 01422 364351
Web: www.ryley.co.uk
E-mail: info@ryley.co.uk

1. Introduction

This report, prepared on behalf of the applicant, sets out an assessment of potential impacts upon the Historic Environment arising from the proposed development at Hoo Hole Farm. This Historic Environment is defined as;

“All aspects of the environment resulting from the interaction between people and places through time, including all surviving, physical remains of past human activity, whether visible, buried or submerged, and landscape and planted or managed flora. Those elements of the Historic Environment that hold significance are called Heritage Assets,”

This report, based upon baseline data and site survey work, identifies those designated and non-designated heritage assets that make up and define the local historic environment within which the development is proposed. It sets out a description of the significance of these assets and their setting and assesses the potential impacts upon the significance and considers the proposals against prevailing policy advice.

The report follows Planning Policy Statement 5: Planning for the Historic Environment (PPS5) and good practice guidance in assessing the proposed development and is structured as follows.

Section 2 – Policy Context and Methodology

Summarises the principal policy guidance and the approach taken to the identification of Heritage Assets, baseline data sources and assessment criteria used.

Section 3 – Baseline Assessment

Summarises data sources consulted and the historic context for the development proposals. Sets out the identified Heritage Assets within the locality and assesses the nature of proposed impacts.

Section 4 – Proposed Development

Provides a summary of the proposed development and baseline documents referred to for assessment purposes.

Section 5 – Assessment of Impacts

Cross referencing to the statements of significance, an assessment of impacts upon the identified Heritage Asset and their setting.

Section 6 – Conclusions

Considers the proposed development against the principal policy guidelines set out in PPS5.

2. Policy Context and Methodology

Principal policy guidelines of relevance to this assessment report are set out within PPS5 and the accompanying guidance note. Policy HE7 of the document indicates that: -

“In decision making local authorities should seek to identify and assess the particular significance of any element of the historic environment that may be affected by the relevant proposal (including by development affecting the setting of a Heritage Asset) taking account of: -

- (i) Evidence provided with the application.*
- (ii) Any designation records.*
- (iii) The Historic Environment Record and similar sources of information*
- (iv) The heritage assets themselves*
- (v) The outcome of the usual consultation with interested parties; and*
- (vi) Where appropriate and when the need to understand the significance of the Heritage Asset demands it, expert advice”.*

The definition of a Heritage Asset provided by PPS5 indicates that it comprises: -

“a building, monument, site, place, area or landscape positively identified as having a degree of significance meriting consideration in planning decisions. Heritage Assets are the valued component of the historic environment. They include designated Heritage Assets (defined in this PPS) and assets identified by the local planning authority during the process of decision making or through the plan making process (including local listing)”.

In considering the impact of a proposal upon any Heritage Asset, account should be taken of the particular nature of the significance of the asset. Significance is based upon the value of the Heritage Asset to this and future generations derived from its archaeological, architectural, artistic or historic interest.

In respect of designated Heritage Assets, Policy HE9 sets out a presumption in favour of their conservation. The more significant the asset, the greater presumption in favour of its conservation should be. For non-designated Heritage Assets, the effect of an application upon its significance should be a material consideration in determining planning applications.

Where it is concluded that an application will lead to substantial harm to, or total loss of, significance, authorities should refuse consent unless it can be demonstrated that: -

“The substantial harm or loss of significance is necessary in order to deliver substantial public benefits that outweigh that harm or loss.”

Where less than substantial harm, but a harmful impact is nonetheless identified upon the significance of a Heritage Asset, authorities should weigh the public benefit of the proposal against the harm.

3. Baseline Assessment

The asset is a Grade II listed barn 10 metres to the South West of Hoo Hole Farmhouse (now dwelling). Calderdale Council describes the farmhouse, also a Grade II listed building, as “a rare survival”.

The barn is double-aisled, late C16 with large dressed stone and a slate roof. It has a broad gable, which is prominent on the landscape. Neither of the return walls have cart entries. It has 5 bays.

As a grade II listed building, the barn is of medium (regional) importance.

4. Proposed Development

The proposal is to change the former barn from an outbuilding in residential use to a separate dwelling.

The surrounding land use is largely residential and consequently the proposal is appropriate for this context. The building on site is currently used for domestic purposes but this use is significantly restricted by the lack of functional space around the site. There is insufficient provision for parking and this problem is particularly acute given the lack of on street parking in the immediate vicinity. In order to facilitate the creation of some parking and some amenity space on the site, it is proposed to remove the two piecemeal additions from the Listed Building which will see revert back to its original form, see appendix 1. The outshut to the north will provide parking for Hoo Hole Farm and the outshut to the south will be removed to provide outside amenity space for the new dwelling. The brick outbuildings to the east will be removed to provide parking for the proposed dwelling.

The site is allocated as part of the Primary Housing Area and therefore this proposal, which will remove significant on-site constraints and enable its full use, should be welcomed as a way of safe-guarding the building for the future.

The site lies on a slight gradient, which slopes down towards from the west and northwest. This slope has little bearing on the proposed scheme as the internal arrangement allows for the changes in level within the building. The proposed retaining wall next to the parking area will not only provide a parking area for Hoo Hole Farm, but will solve the problem of damp in the rear wall which could damage the historic fabric.

The proposed work will not lead to any significant reduction of scale but the architectural integrity of the building will be enhanced by the removal of the extensions that date from the 1930's allowing the original cart entrance and expanses of wall to be revealed as reminder of the former use of the building.

In terms of external details such as windows and doors, all existing small windows will be glazed to stone rather than using window frames whilst the low level windows to the bedroom will be obscure glazed to maintain acceptable privacy levels. The four-pane style window on the front and side elevations will be retained. In terms of the doors, alterations to the rear wall will involve the replacement of the taking in door opening with a new hardwood window. This high level window will light the proposed lounge area without having to break out new openings in the original barn walls. The existing kitchen door (not an original opening) will be used to form a new window using coursed in stone with a sill added to form the window. The existing unglazed openings will also be used for extraction and ventilation. Any new doors will be simple boarded doors formed from hardwood. There is no requirement for any additional openings to be created to facilitate the conversion.

The original walls, roof and existing openings will remain as the shell of the building and the conversion will be carried out by creating a new structure inside these elements. A new flue pipe from a multifuel stove will be added to the roof – refer to appendix 2. All structural timbers will remain on display with the exception of the rafters, which will be under-boarded to allow for high levels of insulation to be provided within the conversion. The new walls will not interfere with or impinge upon the original timberwork.

The main rooms on the ground floor will be open to their full height to retain the sense of space and scale of the interior as is appropriate for a former barn. The bedrooms will also be open to the underside of the purlins to create the same sense of space on the upper floor.

In terms of flooring, the workshop floor will remain although the stable partitioning will be removed. Any existing flags that are of sufficiently good quality will be reused in the central area. In addition, there will be new timber or stone flooring where necessary. The property will be provided with high levels of insulation beyond the current building requirements.

The development will occur within the parameters of the existing site and accessibility will be improved with the parking provision. Therefore there will be no significant detrimental impact on the accessibility of the site and it will actually be considerably enhanced.

In terms of landscaping and boundary treatment, private amenity space will be created due to the work and this will be formed from high quality materials matching the character of the building. The gabion wall on the site will be faced with stone to integrate with the overall character of the site. A fence will be added on top of this to provide a secure barrier. Fencing will also be added to separate the parking to serve Hoo Hole Farm from the remainder of the site and will be formed from timber.

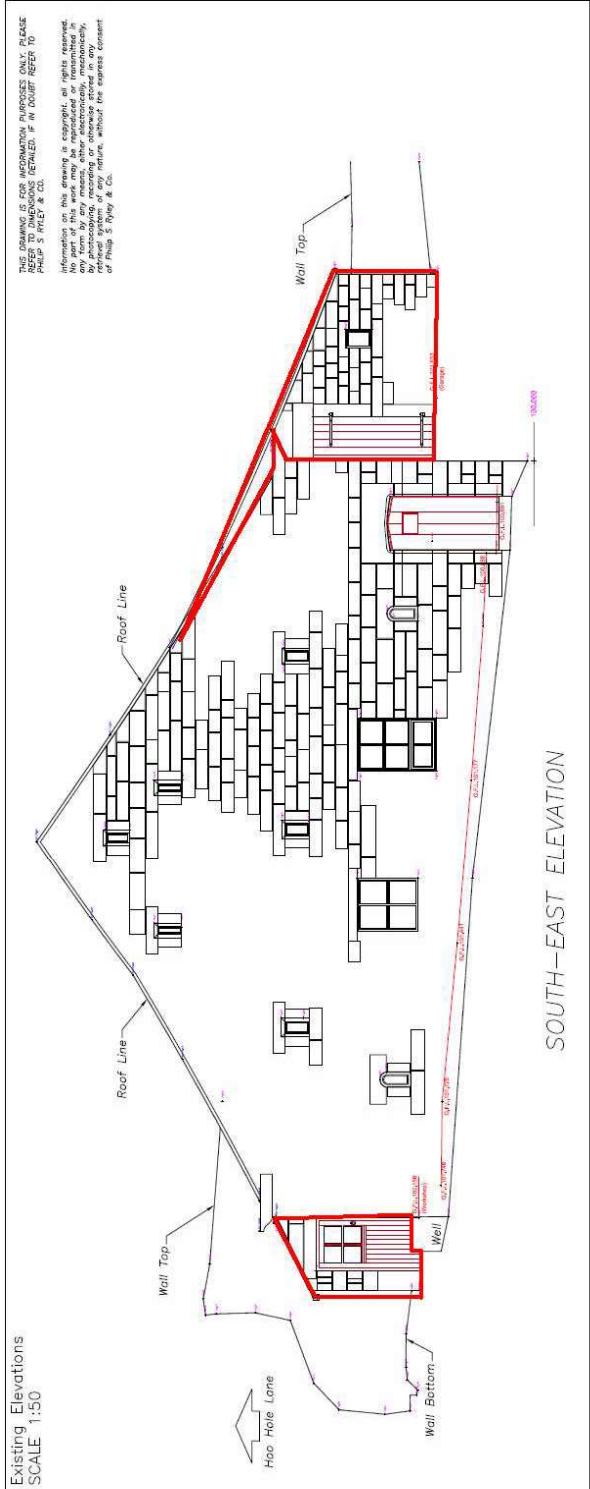
5. Assessment of Impacts

A minor impact is defined as a change to key historic building elements, such that the asset is slightly different. Whereas a moderate impact would be changes to many key historic building elements, such as that the resource is significantly modified. The magnitude of the impact is expected to be minor. As the proposed development is expected to improve the integrity and longevity of this Heritage Asset there are no perceived negative impacts.

6. Conclusion

In light of the above, the proposal accords with policy and should therefore be acceptable to the LPA.

Appendix 1. Non-original structures to be removed (highlighted in red)



Planning and Design & Access Statement

Hoo Hole Farm, Hoo Hole Lane, Cragg Vale, Hebden Bridge HX7 5HA.



Wards End Chambers,
Wards End, HALIFAX.
West Yorkshire. HX1 1BX

Fax: 01422 364351
Web: www.ryley.co.uk
E-mail: info@ryley.co.uk

1.1 Introduction

Philip S. Ryley & Co. have been instructed to make an application for the conversion of a residential outbuilding, which was formerly a barn, into a separate dwelling including the creation of functional amenity space of sufficient size to serve a residential building of this scale.

It is proposed to remove the piecemeal additions to the Listed Building, which will see it revert back to its original form. The location of the proposed development is Hoo Hole Farm, Hoo Hole Lane, Mytholmroyd, Hebden Bridge.

Section 42 of the 2004 Planning and Compulsory Purchase Act requires that a statement detailing design principles and outlining access issues must accompany an application for planning permission. Similarly section 3 of DCLG Circular 01/06 outlines that a supporting statement must demonstrate how these considerations have been assessed in the proposal, outline the underlying principle applied and how this relates to the local context.

1.2 RUDP Designation

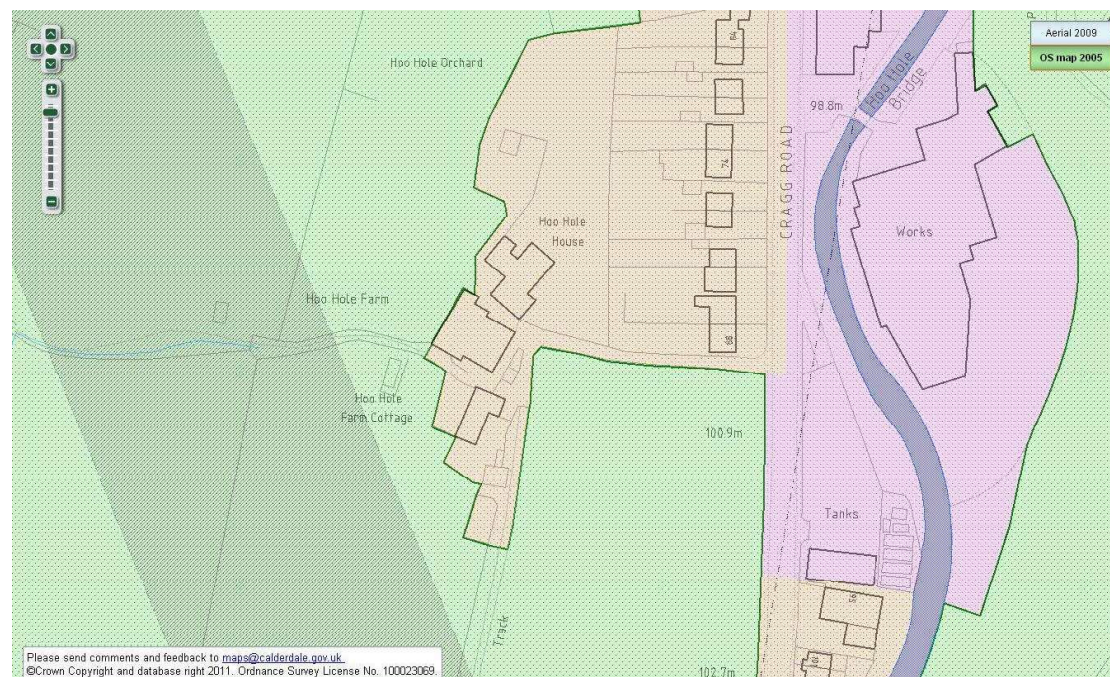


Figure 1: Extract from Calderdale RUDP showing site and surround

The site is designated as Primary Housing Area within the Replacement Calderdale Unitary Development Plan. The building is a Grade II listed building, identified as “ barn 10 metres to the south-west of Hoo Hole Farmhouse .

1.3 Planning History

The building was subject to a Planning Application details as follows:-

Application No:	Proposal	Valid Date	Date Determined
02/00093/LBC	Alterations to existing residential outhouse (Listed Building Consent)	06/02/2002	24/04/2002

1.5 Planning Policy Review

The following Policies are deemed relevant to this application:-

1.5.1 National Policy

Planning Policy Statement 5 : Planning for the Historic Environment

PPS 5: HE6.1 states that local planning authorities should require an applicant to provide a description of the significance of the heritage assets affected and the contribution of their setting to that significance. The level of detail should be proportionate to the importance of the heritage asset and no more than is sufficient to understand the potential impact of the proposal on the significance of the heritage asset.

PPS 5: HE9.1 states that there should be a presumption in favour of the conservation of designated heritage assets and the more significant the designated heritage asset, the greater the presumption in favour of its conservation should be. Once lost, heritage assets cannot be replaced and their loss has a cultural, environmental, economic and social impact. Significance can be harmed or lost through alteration or destruction of the heritage asset or development within its setting. Loss affecting any designated heritage asset should require clear and convincing justification. Substantial harm to or loss of a grade II listed building, park or garden should be exceptional.

1.5.2 Local RUDP Policy

Replacement Calderdale UDP (Listed Buildings)

“Policy BE 14

Alteration and Extension of Listed Buildings

Proposals involving any alteration or extension of a Listed Building will only be permitted where:-

- i. it does not have an adverse effect on the architectural and historic character or appearance of the building or its setting; and*
- ii. it respects the individual details of the building including the form, design, scale, methods of construction and materials, as well as internal features which contribute to the character of the listed building.*

Where development is acceptable, conditions and/or planning obligations may be attached seeking the appropriate recording of the character of the building before works commence.”

“Policy BE 15

Setting of a Listed Building

Development will not be permitted, where through its siting, scale, design or nature, it would harm the setting of a Listed Building.”

In considering the criteria set out in these policies it is concluded that the proposed alterations will not harm the character or appearance of the building and that they will respect the internal and external details of the building as well as the setting of the building and of the adjacent Listed Building at Hoo Hole Farm.

1.6 Context

The surrounding land use is largely residential and consequently the proposal is appropriate for this context. The building on site is currently used for domestic purposes but this use is significantly restricted by the lack of functional space around the site. There is insufficient provision for parking and this problem is particularly acute given the lack of on-street parking in the area. In order to facilitate the creation of some amenity space on the site, it is proposed to remove the piecemeal additions on the Listed Building which will see it revert back to its original form.

The site is allocated as part of the Primary Housing Area and therefore this proposal, which will remove significant on-site constraints and enable its full use, should be welcomed.

The site lies on a slight gradient, which slopes down towards from the west and northwest. This slope has little bearing on the proposed scheme (floor levels will be as existing throughout the building) with the exception of the proposed retaining wall next to the amenity/parking areas.

1.7 Amount

The amount of development is proposed to be a single dwelling house with two car parking spaces and amenity space for the house and two car parking spaces for Hoo Hole House. The provision of car parking will assist the general day-to-day use of the Listed Buildings and improve their setting. The extent of works is considered to be the minimum required to make these provisions and is a reasonable approach to solving the current problems that currently compromise the appearance of the group of buildings.

1.8 Layout

The proposed layout is as shown on the plans and creates a garden area to the south of the building as well as the two parking areas. There are limited opportunities to make improvements due to the restricted nature of the site, but it is considered that the proposal makes the best use of the space available.

1.9 Scale

The proposed work will not lead to any significant reduction of scale even though some more modern elements of the building are to be removed. However, the architectural integrity of the building will be enhanced by removing the modern extensions and revealing the original cart entrance.

2.0 Landscaping

In terms of landscaping and boundary treatment, the landscaped space that will be created will be formed from high quality materials matching the character of the building. The gabion wall on the site will be faced with stone so as to integrate with the overall character of the site. A fence will be added on top of this to provide a secure barrier for pedestrians. Fencing will also be added to separate the parking to serve Hoo Hole Farm from the remainder of the site and will be formed from timber.

2.1 Appearance

The Listed Building description states:

“Double-aisled barn. Late C16. Large dressed stone, stone slate roof. The broad gable which is prominent in the landscape has depressed Tudor arched lintel to mistal doorway and arched and chamfered rectangular ventilators; coped gable with kneelers. Right hand return wall has similar doorway to left of 4-light window with arched lights (lacking 2 mullions). Neither of return walls have cart entries. Interior has principal trusses with angle struts, posts with curved braces to tie-beam and arcade plate, 5 bays.”

The original walls, roof and existing openings will remain at the same levels with a new structure inside. All structural timbers will remain on display with the exception of the rafters, which will be underboarded. All rooms will be open to their full height with the exception of the over bathroom and the landing and stair core whilst new walling will not interfere with or impinge upon the original timber work. In terms of flooring, the workshop floor will remain although the stable partitioning will be removed. Any existing flags, which are of sufficient quality, will be reused in the central area. In addition, any new underflooring will be formed from concrete slabs and there will be new timber/stone flooring where necessary.

In terms of external details such as windows and doors, all existing small windows will be glazed to stone rather than using window frames whilst the low level windows to the bedroom will be obscure glazed to maintain acceptable privacy levels. The four-pane style window on the front will be retained as it is on the side. In terms of the doors, alterations to the rear wall will involve the taking in of the door with a new hardwood door added to the back opening. The existing kitchen door (not an original opening) will be used to form a new window – coursed in stone below with a sill added to form the window. The existing holes here will be used for extraction and ventilation. Any new doors will be formed from hardwood.

2.2 Climate Change Mitigation and Adaptation Measures

PPS 5, HE1.1 states that local planning authorities should identify opportunities to mitigate, and adapt to, the effects of climate change when devising policies and making decisions relating to heritage assets by seeking the reuse and, where appropriate, the modification of heritage assets so as to reduce carbon emissions and secure sustainable development. Opportunities to adapt heritage assets include enhancing energy efficiency, improving resilience to the effects of a changing climate, allowing greater use of renewable energy and

allowing for the sustainable use of water. Keeping heritage assets in use avoids the consumption of building materials and energy and the generation of waste from the construction of replacement buildings.

2.3 Conclusion

In light of the above, the proposal accords with policy and should therefore be acceptable to the LPA.

Photographs

Hoo Hole Farm, Hoo Hole Lane, Cragg Vale, Hebden Bridge HX7 5HA.



Wards End Chambers,
Wards End, HALIFAX.
West Yorkshire. HX1 1BX

Fax: 01422 364351
Web: www.ryley.co.uk
E-mail: info@ryley.co.uk



Photograph 1: View looking south east towards Cragg Road



Photograph 2: South east elevation



Photograph 3: Part north east elevation (1)



Photograph 4: Part north east elevation (2)

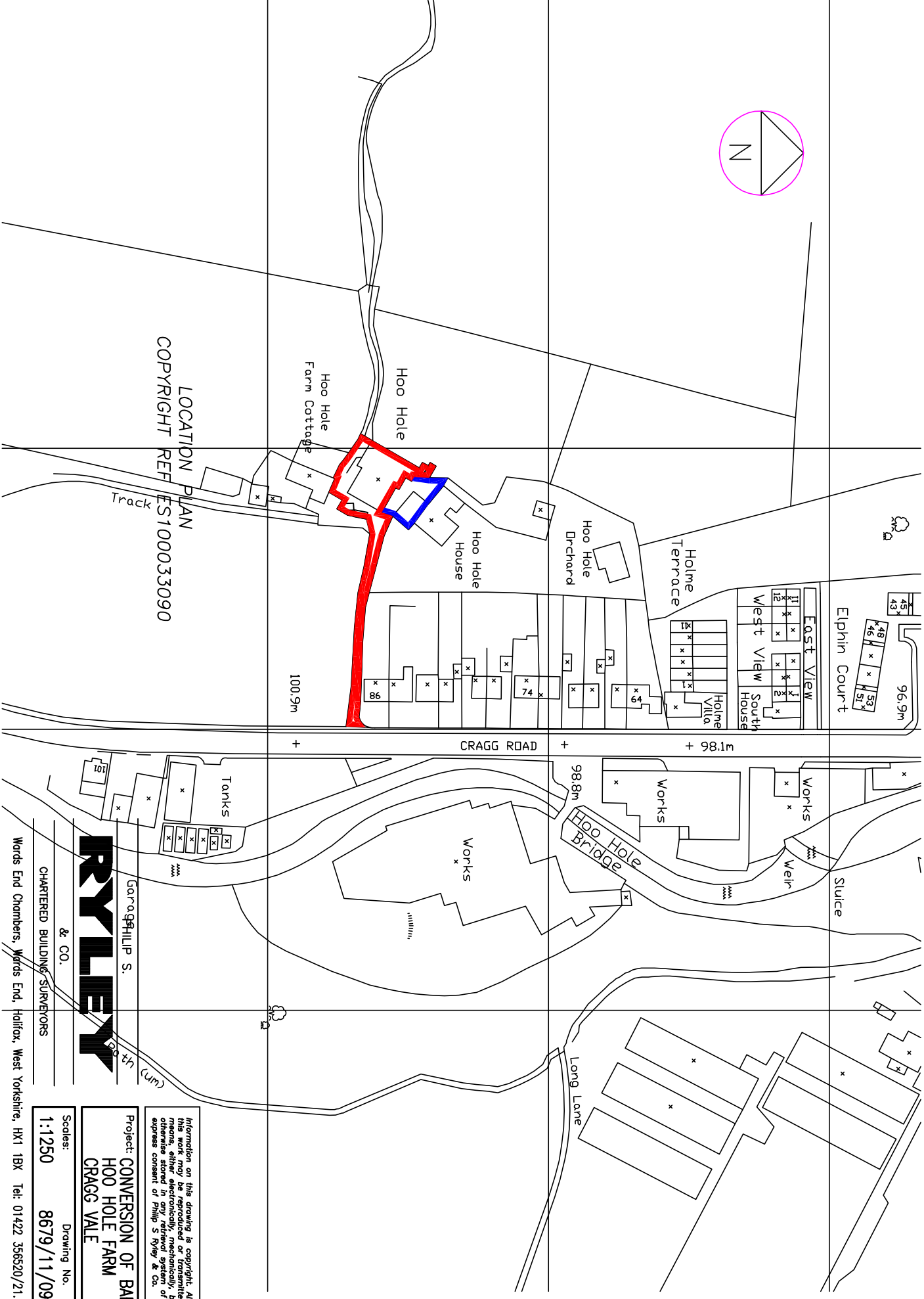


Photograph 5: Internal view (1)



Photograph 6: Internal view (2)

Photographs
Hoo Hole Farm, Hoo Hole Lane, Cragg Vale, Hebden Bridge HX7 5HA.

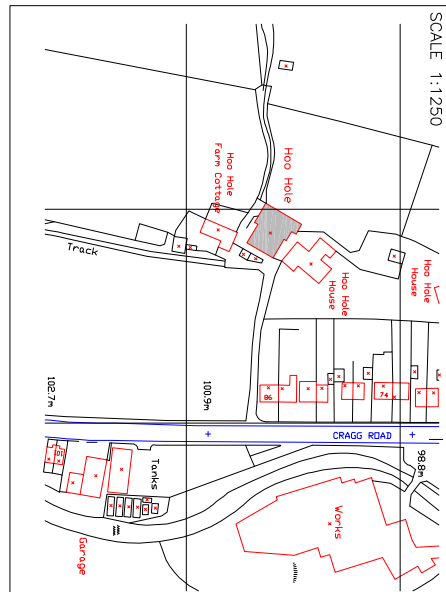


Information on this drawing is copyright. All rights reserved. No part of this work may be reproduced or transmitted in any form by any means, either electronically, mechanically, by photocopying, recording or otherwise stored in any retrieval system of any nature, without the express consent of Philip S Ryley & Co.

Project: CONVERSION OF BARN
HOO HOLE FARM
CRAGG VALE

Scales: Drawing No. Date:
1:1250 8679/11/09 JUL11

RYLEY
& CO.
CHARTERED BUILDING SURVEYORS
Garage Philip S.
Wards End Chambers, Wards End,
Hollifox, West Yorkshire, HX1 1BX Tel: 01422 356520/21. Fax: 01422 3564351



Survey Method Statement
Date: 15-16-11-2007
Surveyor: Ing. Petr Housa
Client: J. Hájek
Processed: M. Née x.11.10
Dated: AutoCAD LT 2005

Survey Method :
Survey stations established on site and correlated to temporary datum on Monble (ST 01). Standard topographical survey techniques established at physical features on site. All data collected in coordinate format. This point is processed from the collected data.

Accuracy:
All surveys are carried out within the IACS guidelines of the Specification for Surveys of Land Features and Utility Services.

PHILIP S.
RYLEY
& CO.
CHARTERED BUILDING SURVEYORS
11, Abchurch Lane, London, E.C. 4N 3DF
Tel: 01-4753 3000

Client: Mr. ROGER PUGH
Project: HOO HOLE FARM
HOO HOLE LANE
MYTHOLMROYD, HEEDEN BRIDGE
WEST YORKSHIRE

Drawing: _____
Scale: _____
Date: _____

Drawn: _____
Check: _____
No: NOV07 PH
Rev: _____

1/100,1250 86/79/07/02

ARCHITECTURE
PROJECT MANAGEMENT
PLANNING

Words End Chambers, Words End, Holifox, West Yorkshire, HX1
Tel: 01422 36620/21, Fax: 01422 364351/381306
Web: www.mw.co.uk e-mail: info@mw.co.uk

Truss 04-
Roof Top —

Truss 03

Truss 02

Truss 01

THIS DRAWING IS FOR INFORMATION PURPOSES ONLY. PLEASE REFER TO DIMENSIONS DETAILED. IF IN DOUBT REFER TO PHILIP S RYLEY & CO.



ge



RICS



REVISION: _____
Rev -----

PHILIP S.
RYLEY
& CO.
CHARTERED BUILDING SURVEYORS

CHARTERED BUILDING SURVEYORS

Client: **Mr. ROGER PUGH**

Project: HOO HOLE FARM
HOO HOLE LANE
MYTHOLMROYD, HEBDEN BRIDGE
WEST YORKSHIRE

Drawing Subject: **EXISTING SECTIONS**

Date: **FFB07** Designed: **PH** Drawn: **PH** Checked:

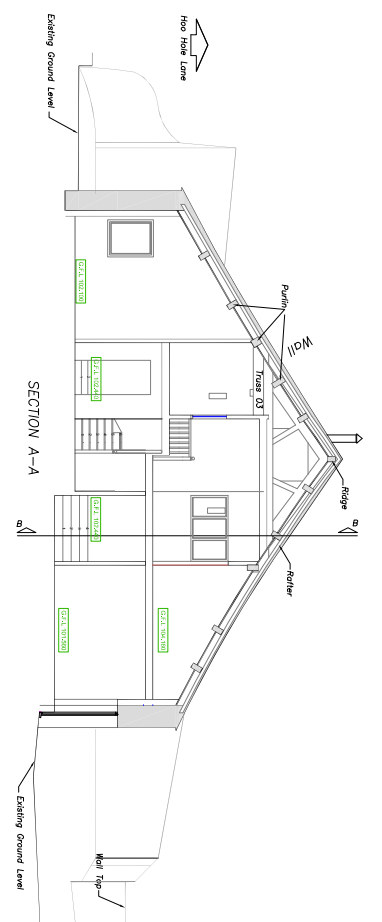
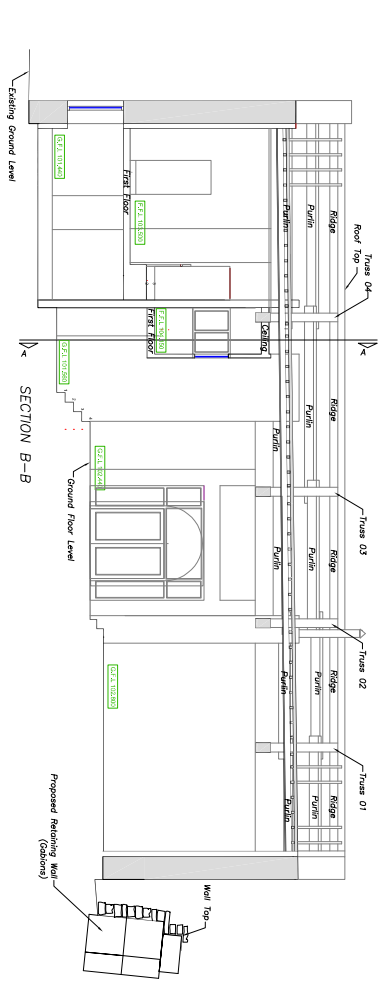
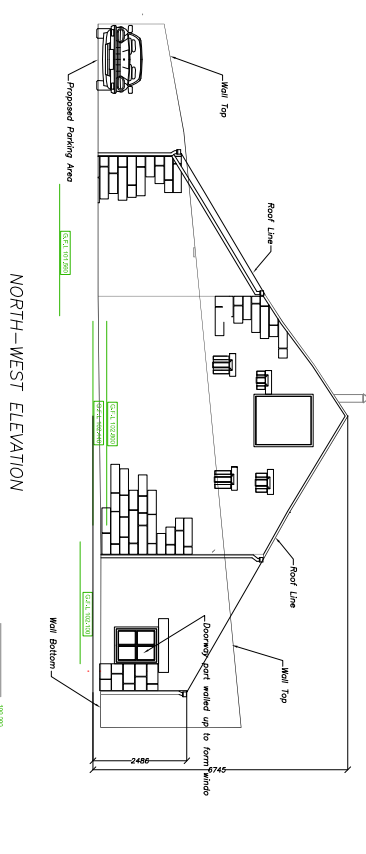
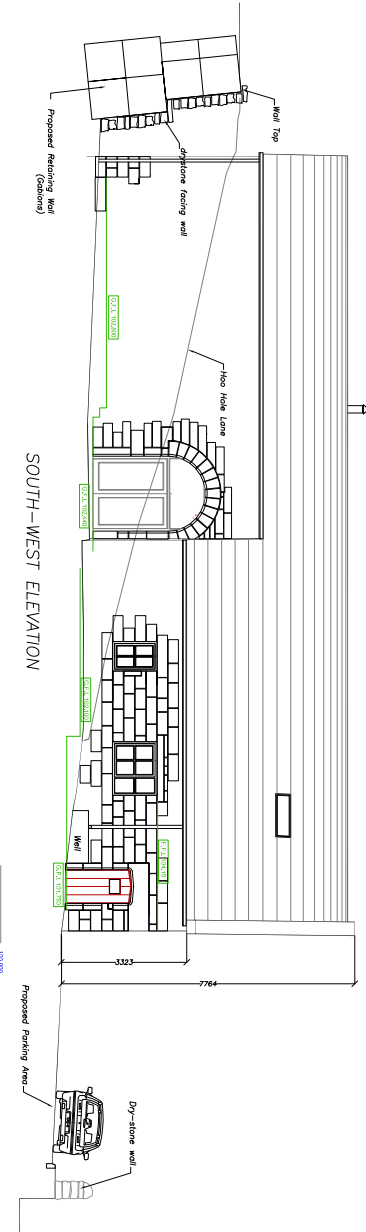
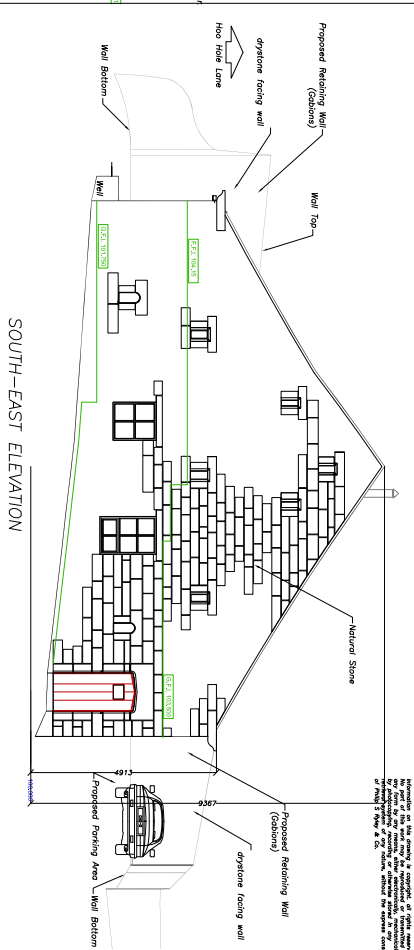
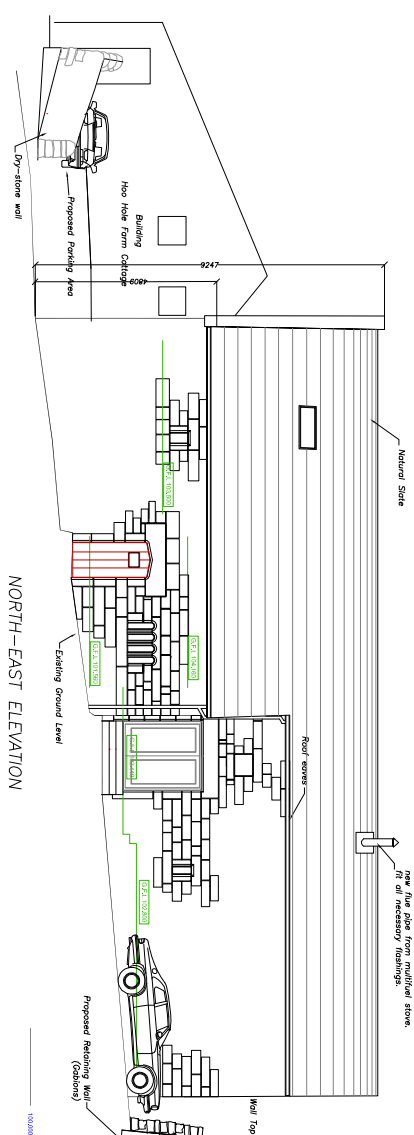
Scales:	Drawing No.
---------	-------------

90/80/6/98 nc/1

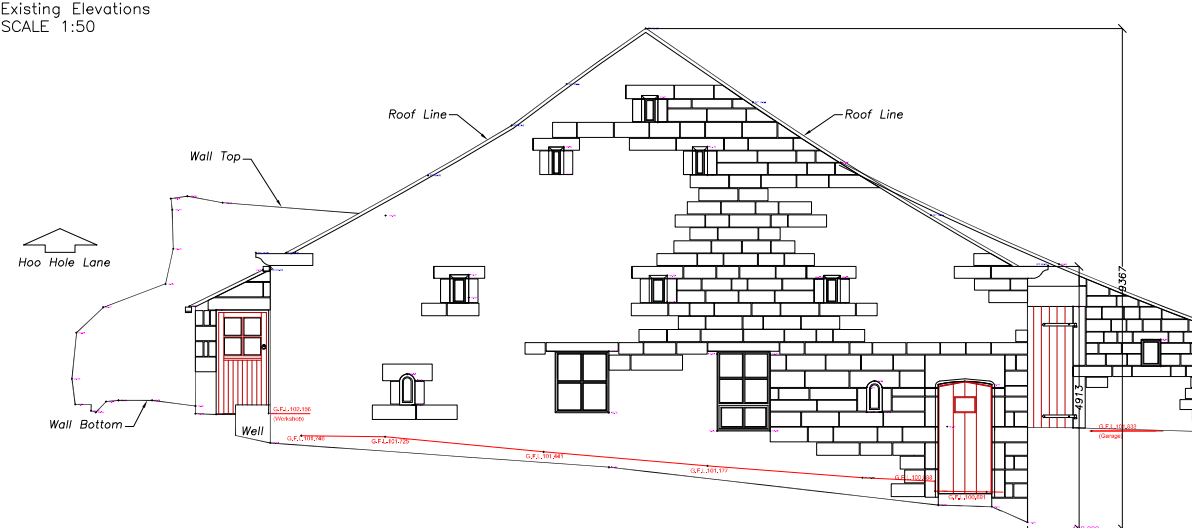
ARCHITECTURE

PLANNING

Wards End Chambers, Wards End, Holfax, West Yorkshire, HX1 1B
Tel: 01422 356520/21. Fax: 01422 364351/381306
Web: www.gyle.co.uk email: info@gyle.co.uk



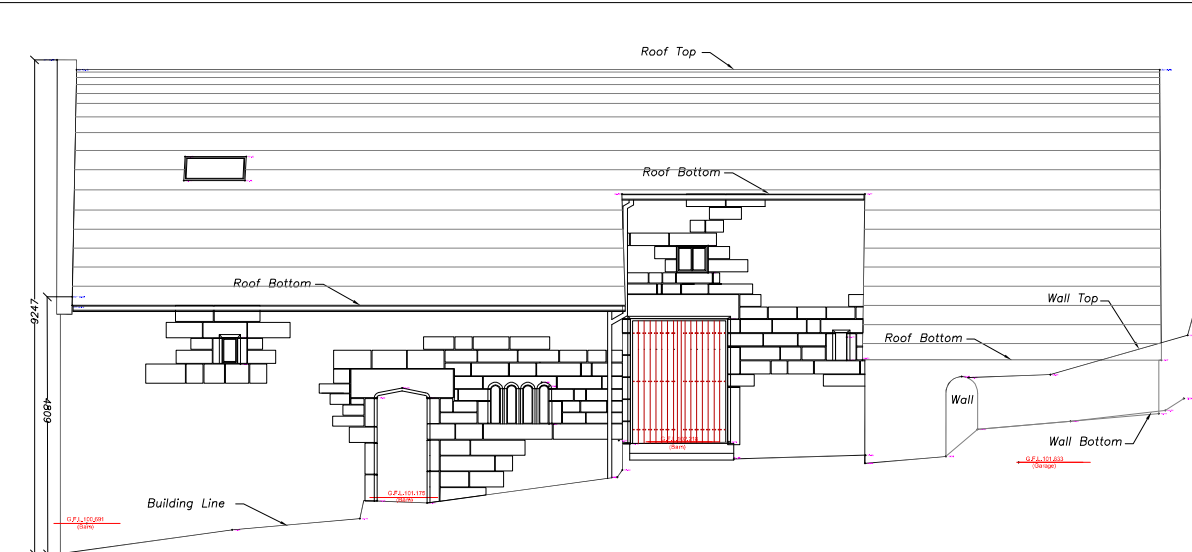
PHILIP S. RYLEY & CO.
CHARTERED BUILDING SURVEYORS
MR & MRS ROGER PUGH
PROJECT: HOO HOLE FARM, HOO HOLE LANE, WYTHOLKROFT, HERDEN BRIDGE, WEST YORKSHIRE
DRAWING NO. 8679/08/07
DATE: FEBRUARY 2007
SCALE: 1/50
DRAWING BY: PH
CHECKED BY: MB
REVISION: 1/50



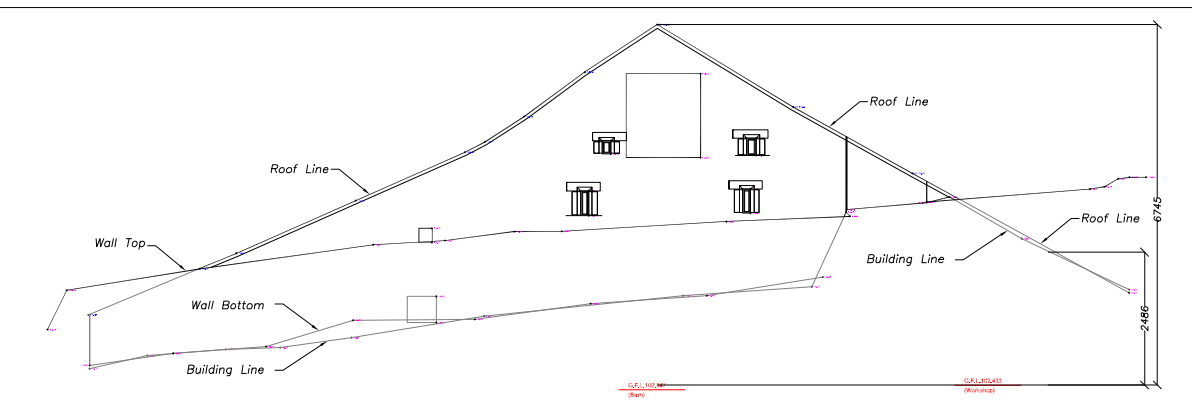
SOUTH-EAST ELEVATION

THIS DRAWING IS FOR INFORMATION PURPOSES ONLY. PLEASE REFER TO DIMENSIONS DETAILLED. IF IN DOUBT REFER TO PHILIP S RYLEY & CO.

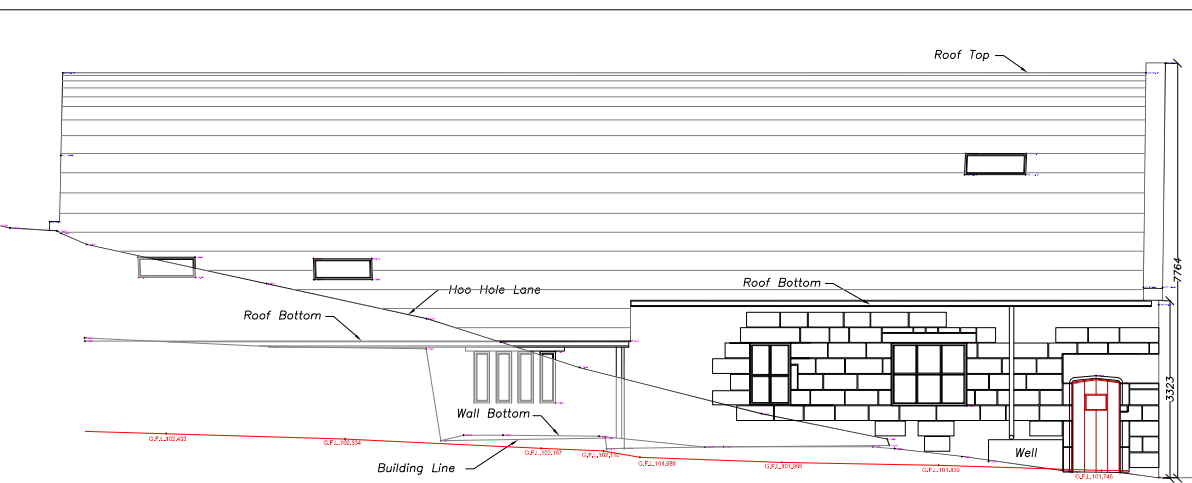
Information on this drawing is copyright, all rights reserved. No part of this work may be reproduced or transmitted in any form by any means, either electronically, mechanically, by photocopying, recording or otherwise stored in any retrieval system of any nature, without the express consent of Philip S Ryley & Co.



NORTH-EAST ELEVATION



NORTH-WEST ELEVATION



SOUTH-WEST ELEVATION

REVISION:		
Rev A.	Add Windows, doors, gutters	18.02.2008 PH
Rev B.	Add dimensions	15.07.2011 TM



PHILIP S.
RYLEY
& CO.
CHARTERED BUILDING SURVEYORS

Client:
Mr. ROGER PUGH

Project:
**HOO HOLE FARM
HOO HOLE LANE
MYTHOLMROYD, HEBDEN BRIDGE
WEST YORKSHIRE**

Drawing Subject:
EXISTING ELEVATIONS

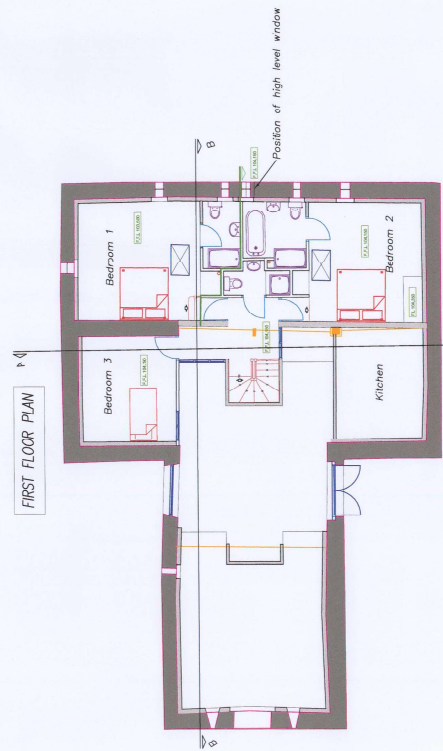
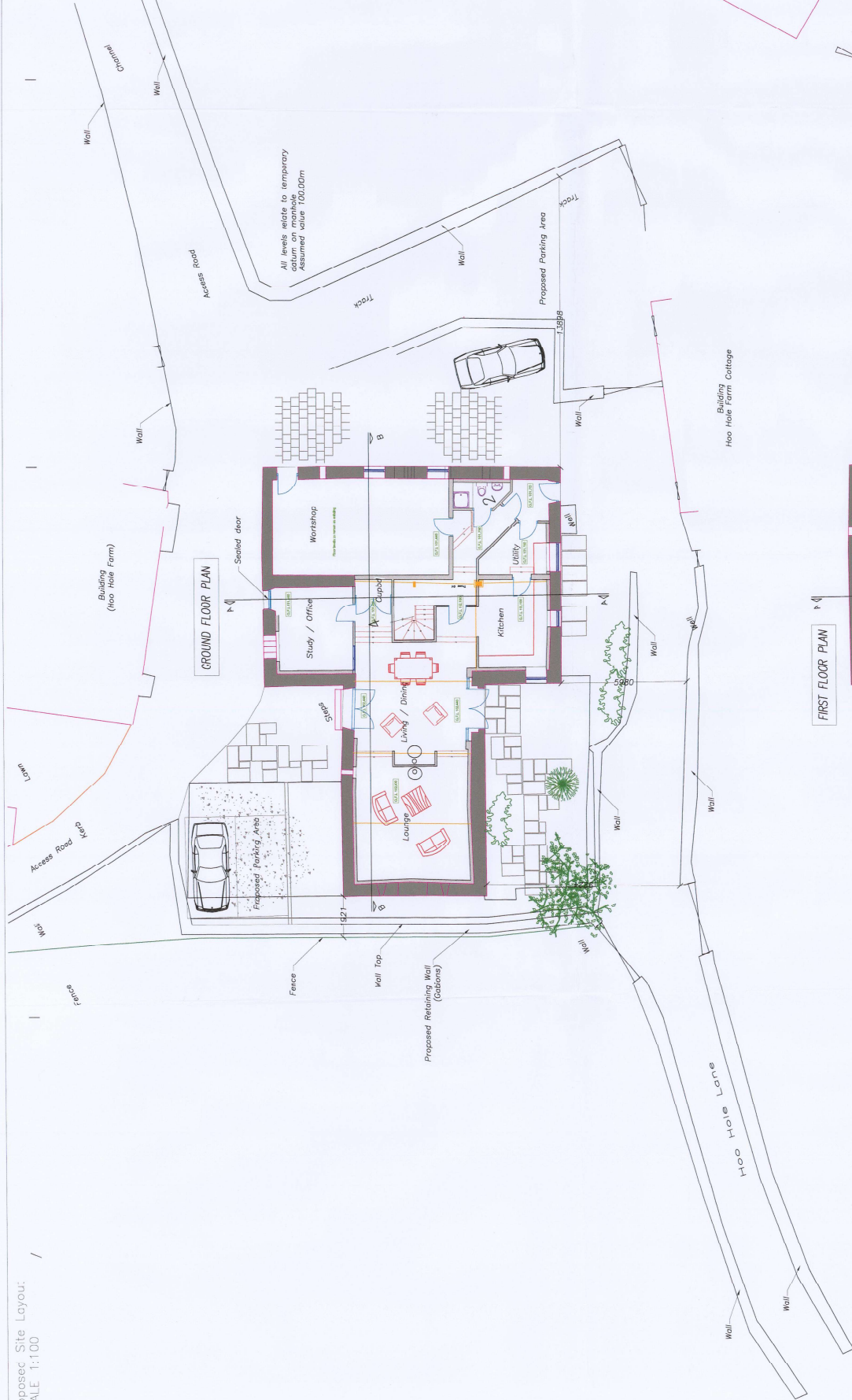
Date: FEB07	Designed: PH	Drawn: PH	Checked:
Scales: 1/50	Drawing No. 8679/08/05	Revision: B	

ARCHITECTURE
PROJECT MANAGEMENT
PLANNING

Wards End Chambers, Wards End, Halifax, West Yorkshire, HX1 1BX
Tel: 01422 35620/21. Fax: 01422 364351/361306
Web: www.ryley.co.uk email: info@ryley.co.uk

THIS DRAWING IS FOR INFORMATION PURPOSES ONLY. PLEASE CONSULT THE ARCHITECT FOR DETAILS. IF IN DOUBT REFER TO PHILIP S. RYLEY & CO.

Information on this drawing is copyright, all rights reserved. No part of this work may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without the express consent of Philip S. Ryley & Co.



PHILIP S.

RYLEY

& CO.

CHARTERED BUILDING SURVEYORS

Client:

Mr. ROGER PUGH

Project:

HOO HOLE FARM
HOO HOLE LANE
MYTHOLMOYD, HEBDEN BRIDGE
WEST YORKSHIRE

Drawing Subject:

PROPOSED LAYOUT

Date: FEB07

Designed: PH

Checked:

Revision:

Drawing No. 8679/08/04

Scale: 1/100

F

ARCHITECTURE

PROJECT MANAGEMENT

PLANNING

Heads End Chambers, Wetherby, West Yorkshire, LS15 7BB
Tel: 01937 545070 Fax: 01937 545178

WOLD ECOLOGY LTD

S-9-11

Chris Toohie
2 Redwood Gardens, Drifffield,
East Riding of Yorkshire. YO25 6XA
01377 200242



Richard Baines
5 Coastguard Cottages, Flamborough,
East Riding of Yorkshire. YO15 1AW
01262 850937

www.woldecology.co.uk

Hoo Hole Farm, Mytholmroyd

Bat Survey, August 2011.

	Staff Member	Position
Surveyor.	Chris Toohie M Sc., MIEEM	Ecologist.
Report prepared by.	Chris Toohie M Sc., MIEEM	Ecologist.
Authorised by.	Chris Toohie M Sc., MIEEM	Project Manager.
Notes.	This report contains sensitive information concerning protected species and caution should be exercised when copying and distributing to third parties.	

Table of Contents.

1.0	INTRODUCTION	3
1.1	Background Information	3
1.2	Survey Objectives	3
2.0	BACKGROUND TO SPECIES	4
2.1	Ecological overview	4
2.2	Legal Framework	4
2.3	Planning Policy Guidance	4
3.0	ASSESSMENT METHODOLOGY	5
3.1	Survey effort	5
3.2	Data Review and Desktop Survey	5
3.3	Daytime Inspection	7
3.4	Activity Surveys	7
3.5	General Survey Information	8
4.0	RESULTS	9
4.1	Site Description	9
4.2	Results of daytime, visual inspection	10
4.3	Results of activity surveys	10
4.4	Interpretation & Evaluation of Survey Results	11
4.5	Maps of the survey area	12
4.6	Photographs of key features	13
5.0	IMPACT ASSESSMENT	14
6.0	MITIGATION AND COMPENSATION	15
7.0	SUMMARY	18
8.0	REFERENCES	19
9.0	APPENDICES	20

1.0 INTRODUCTION

1.1 Background Information

1.1.1 In February 2011, Wold Ecology was commissioned by Roger Pugh to undertake a bat survey at Hoo Hole Farm. The site is located south of Mytholmroyd (approximate National Grid Reference SE 00708 25338) in West Yorkshire (see 4.5.1: Site Location Plan and 4.6).

1.1.2 The survey area composed of the following building:

- Barn

1.1.3 The proposed development involves an outline planning application to convert the barn into a residential dwelling.

1.2 Survey Objectives

1.2.1 The site was visited and assessed on 17th August 2011. This was to determine whether the building on site contained bat roosts. The work involved the following elements:

- A daytime, visual inspection for bat roosts and roosting bats.
- Internal inspection of all roof voids.
- An assessment of the on-site potential for bats and the likelihood of their presence.
- An assessment of whether bats are a constraint to the development.
- The production of a non-technical summary of the legal implications behind bat presence.
- Report the findings of the field survey work and identify recommendations for a potential mitigation strategy.

2.0 BACKGROUND TO SPECIES

2.1 Ecological overview

- 2.1.1 There are seventeen species of bat that currently breed in the UK. There is a wide variety of roost type and ecological characteristics between species and for this reason it is necessary to determine the species of bat and the type of roost resident in a building prior to development. Roosts are utilised by different species of bat, at different times of year for different purposes i.e. summer, breeding, hibernating and mating etc. For more detailed information see section 9: Appendices.

2.2 Legal Framework

- 2.2.1 A bat survey is required prior to planning permission being granted for a development in order to prevent the potential disturbance, injury and /or death of bats and the disturbance, obstruction and/or destruction of their roosting places. This is in compliance with the Conservation of Habitats and Species Regulations 2010, provision 41 states an offence is committed if a person:
- (a) Deliberately captures, injures or kills any wild animal of a European protected species (i.e. bats),
 - (b) Deliberately disturbs wild animals of any such species,
 - (c) Deliberately takes or destroys the eggs of such an animal, or
 - (d) Damages or destroys a breeding site or resting place of such an animal.
- 2.2.2 Section 9 of the Wildlife and Countryside Act (1981) states:
- It is an offence for anyone without a licence to kill, injure, disturb, catch, handle, possess or exchange a bat intentionally. It is also illegal for anyone without a licence to intentionally damage or obstruct access to any place that a bat uses for shelter or protection.
- 2.2.3 Bat roosts are protected throughout the year, whether or not bats are occupying a roost site.

2.3 Planning Policy Guidance

- 2.3.1 A bat survey is a requirement of Calderdale Planning Department, as part of the planning application process. This is specified in the following legislation:
- Department for Communities & Local Government Circular 06/2005 Biodiversity and Geological Conservation – Statutory Obligations and their Impact within the Planning System.
 - Planning Policy Statement 9: Biodiversity and Geological Conservation – national planning policy relation to biodiversity.

3.0 ASSESSMENT METHODOLOGY

3.1 Survey effort

- 3.1.1 The assessment of the buildings involved a desktop study, daytime inspection, visual inspection and an emergence (dusk) survey.

3.2 Data Review and Desk Study

- 3.2.1 Currently there is no pre-existing information on bats at the site. Data for the 10km grid square SE02 and SD92 shows records of brown long-eared *Plecotus auritus*, noctule *Nyctalus noctula*, lesser noctule *Nyctalus leisleri*, Daubenton's *Myotis daubentonii* and common pipistrelle *Pipistrellus pipistrellus* (NBN Gateway 2011).
- 3.2.2 Consultation with the West Yorkshire Bat Group identified the following bat records within 2km of Hoo Hole Farm.

Grid Reference	Location Name	Date	Scientific Name	Abundance	Record Type
SE0027626611	Fallingroyd, Hebden Bridge	12/07/1999	<i>Myotis daubentonii</i>	>50 Count of Adult	Roost (maternity)
SE0167426418	Lee Clough Drive, Mytholmroyd, Hebden Bridge	13/07/1999	<i>Pipistrellus</i> sp.		Roost (maternity)
SE0101625806	Elphaborough Close, Mytholmroyd	27/06/2005	<i>Pipistrellus</i> sp.		Roost
SE01192573	Hall Bank Lane, Mytholmroyd	15/07/2005	<i>Pipistrellus</i> sp.		Roost
SE0027626611	Fallingroyd, Hebden Bridge	12/07/1999	<i>Pipistrellus pipistrellus</i>	>50 Count of Adult	Roost (maternity)
SD99402400	Cragg Road, Cragg Vale	28/05/2003	<i>Pipistrellus pipistrellus</i>		Roost
SD997266	Crow Nest Road, Hebden Bridge	14/07/2006	<i>Pipistrellus pipistrellus</i>	2 Count of Adult	Aural bat detector
SE007266	Broadbottom Farm, Mytholmroyd	13/09/2006	<i>Pipistrellus pipistrellus</i>	3 Count of Adult	Aural bat detector
SE0079626586	Broadbottom Farm, Mytholmroyd	13/09/2006	<i>Pipistrellus pipistrellus</i>	2 Count of Adult	Roost
SD99752628	Woodhey Lane, Wood Top, Hebden Bridge	02/06/2007	<i>Pipistrellus</i> sp.	1 Count of Adult	Injured
SD998268	Mayroyd Lane, Hebden Bridge	16/07/2007	<i>Pipistrellus</i> sp.	180+ Count of Adult	Roost
SE0079626586		13/09/2006	<i>Plecotus auritus</i>	1 Count of Adult	Roost (pre- emergence flight in barn)
SE01262593	New Road, Mytholmroyd	24/11/2004	Vespertilionidae	1 Count of Adult	In building
SD99782686	Mayroyd Lane, Mayroyd, Hebden Bridge	05/09/2005	Vespertilionidae		Roost (known for 9 years)

3.2.3 Consultation with West Yorkshire Ecology identified the following bat records within 2km of Hoo Hole Farm

Noctule		<i>Nyctalus noctula</i>		
SE007265	12/09/2006	field record	Sch5; UKBAP; WYBAP	
Pipistrellus		<i>Pipistrellus</i>		
SE0101625806	27/06/2005	Roost	Sch5	
SE01192573	15/07/2005	Roost	Sch5	
Common Pipistrelle		<i>Pipistrellus pipistrellus</i>		
SD99402400	28/05/2003	Roost	Sch5; WYBAP	
SE000249	09/05/1999	field record	Sch5; WYBAP	
SE000249	21/04/2002	field record	Sch5; WYBAP	
SE0031626473	18/09/2008	Roost	Sch5; WYBAP	
SE0034526501	19/09/2010	aural bat detector	Sch5; WYBAP	
SE00792587	12/05/2009	field record	Sch5; WYBAP	
SE0079325878	12/05/2009	Roost	Sch5; WYBAP	
SE0079626586	12/09/2006	Roost	Sch5; WYBAP	
SE0132026744	15/09/2009	Roost	Sch5; WYBAP	
SE0132026744	14/09/2009	aural bat detector	Sch5; WYBAP	
SE018262	08/07/2003	field record	Sch5; WYBAP	
Pipistrelle Bat species		<i>Pipistrellus sp.</i>		
SD99752628	02/06/2007	Injured	Sch5	
SD998268	16/07/2007	Roost	Sch5	
Brown Long-Eared Bat		<i>Plecotus auritus</i>		
SE0079626586	12/09/2006	Roost	Sch5; UKBAP; WYBAP	

3.2.4 The desktop study did not identify any roosts at Hoo Hole Farm.

3.2.5 Status of species present in Yorkshire

Table 3.2 highlights the regional and national status of bat species present in Yorkshire.

Table 3.2 Status of Bat species in Yorkshire

Bats	UK Status	UK Distribution	Yorkshire Distribution
Common Pipistrelle	Not threatened	Common & widespread	Common & widespread.
Soprano pipistrelle	Not threatened	Common & widespread	Less common than common pipistrelle but fairly widespread.
Brown long-eared	Not threatened	Widespread	Widespread.

Daubenton's	Not threatened	Widespread	Widespread.
Natterer's	Not threatened	Widespread (except N & W Scotland)	Present
Brandts	Endangered	England and Wales	Few confirmed records.
Whiskered	Endangered	England, Wales, Ireland & S Scotland.	Present.
Noctule	Vulnerable	England, Wales, S Scotland.	Widespread
Leisler	Vulnerable	Widespread throughout the British Isles, except N Scotland.	Rare (locally common in West Yorkshire).
Barbastelle	Rare	England.	No records since 1950's.

Source - <http://www.nyorkbats.freemove.co.uk/bats.htm>

3.3 Daytime, Visual Inspection

- 3.3.1 The daytime assessment identified whether the area had any signs of occupancy and/or bat usage. This took the form of a methodical search, both internally and externally, for actual roosting bats and their signs. Specifically, the visual survey involved:
- Assessment for droppings on walls, windowsills and in roof spaces
 - Scratch marks and staining on beams, other internal structures and potential entrance and exit holes
 - Wing fragments of butterfly and moth species underneath beams and other internal structures
 - The presence of dense spider webs at a potential roost can often indicate absence of bats
 - Assessment of crevices and cracks in the buildings to assess their importance for roosting bats

3.4 Activity Surveys

- 3.4.1 Emergence surveys are used to determine bat presence in a building and can also give a good estimate of the numbers present. Common pipistrelle bats can emerge up to 30 minutes before sunset and brown long-eared emerge from dark from approximately 1 hour after sunset. The survey times ensured that bats would have emerged from their roost sites and would be foraging. Three surveyors were positioned around the site so that all potential access points, identified in the daytime, visual inspection, could be observed (see section 9.3 and 9.4). An Anabat was left in the barn during the activity survey.

3.5 General Survey Information

3.5.1 Timing

Table 3.5.1: Summary of dates, times and weather conditions during the surveys.

Survey	Date	Time		Wind Speed	Wind Direction	Temperature		Rainfall	Cloud Cover
		Start	Finish			Start	Finish		
Visual	17/08/2011	1945	2015	Still	N/A	16°C	16°C	None	0%
Emergence	17/08/2011	2015	2240	Still	N/A	16°C	14°C	None	0%

3.5.2 Personnel

Table 3.5.2: Summary of Personnel used during the surveys.

Personnel	Experience	Licence No.
Chris Toohie	Project Manager of Wold Ecology with over 4 years experience surveying bat roosts for development licences. Chris conducted the daytime and emergence surveys.	20111629
Daniel Lombard	Daniel has conducted over 50 bat surveys and is currently working towards his Natural England license. Dan assisted with the emergence survey.	-
Experienced, Wold Ecology staff assisted with the surveys.		

3.5.3 Equipment

The following equipment was used or at hand during the field survey work:

- 4m telescopic ladders
- Binoculars
- Cluson CB2 1 million candle power lamps
- Dart Rigid Seesnake Endoscope
- Digital thermometer
- Frequency Division Bat Box Duet detectors
- Heterodyne Stag Electronics Bat Box III detectors
- MP3 recorders and Batsound analysis software
- Night vision scope
- Anabat

4.0 RESULTS

4.1 Site description

4.1.1 *Buildings*

4.1.1.1 The survey area targeted (see section 4.5.3 and 4.6):

- a. **Barn** – is currently used for storage and a small workshop and comprises local stone walls and a pitched roof. The roof is covered with stone slabs.

4.1.2 *Landscape*

4.1.2.1 Hoo Hole Farm is located 800m south of the town of Mytholmroyd, in a rural location. The farm is located on a east facing escarpment and is immediately surrounded by grazed pasture and woodland on the steep escarpment. Woodland cover is abundant on the steeper slopes within the locality and habitat connectivity is provided by hedgerows and hedgerow with trees. Cragg Brook is located 90 m east of the farm and runs along the valley bottom.

4.1.3 *Habitat Summary*

4.1.3.1 A summary of the surrounding habitat is (radius of < 2km from the site):

- Buildings – farm buildings and residential properties
- Hedgerow
- Hedgerows with trees
- Mature trees and woodland
- Hathershelf Scout Wood
- Hollin Hey Wood
- Spring Wood
- Lord Wood
- Wharns Wood
- Arable
- Erringden Moor
- Bell House Moor
- Mature private gardens
- Ponds and watercourses
- Rochdale Canal
- Cragg Brook
- Grazed pasture

4.2 Daytime, Visual Inspection

4.2.1 Following the visual inspection of the barn, an assessment was made of the buildings potential to support roosting bats. The assessment criteria are contained in section 9.2.4.

4.2.2 The barn comprises local stone walls with a pitched roof that is covered in stone slabs; it was re-roofed approximately 15 years ago (1996). There are numerous gaps underneath the roof slabs; the ridge tile is complete with no gaps beneath. The stone work has many gaps and missing mortar, some of which are suitable roosting bats. The south elevation has been pointed and no gaps are present on the stonework or adjacent to the timber window/door frames. Internally, the roof is supported by original timbers and smooth sawn rafters, there are gaps in the original timbers and in the mortise joints. The the roof has been felt lined with bitumen and hessian based product. There are numerous gaps in the stonework especially above the wall plate, the white washed walls are covered in dust and cobwebs; skylights ensure that that the barn is well lit. A scattering of butterfly wing fragments were observed on the western gable but probably resulted from spider predation. Two pipistrelle spp. bat droppings were located in the barn and adjacent to walls, the bat droppings were not fresh and at least one year old. A large double door on the north elevation provides occasional evening access when the barns workshop is in use, it is likely that the droppings were from a foraging bat briefly using the barn. Due to the presence of features with potential to provide roosting opportunities for bats i.e. gaps underneath the roof slabs and gaps in the stonework, the barn has been assessed as having a MEDIUM POTENTIAL to support bats (see 2.9. and 2.10 figures 1 - 4).

4.3 Activity Surveys

4.3.1 Emergence Survey

4.3.1.1 The first common pipistrelle bat was detected at 2047. This was close to the anticipated emergence time and suggests that a roost is close by. Common pipistrelle, Nattercr's and brown long-eared bats were observed foraging and commuting around the site.

4.3.1.2 No bats were observed emerging from the buildings. No bats were observed flying inside the barn or recorded on the Anabat positioned in the barn. For survey results see appendix 9.3 and 9.4.

Table 4.3: Summary of Surveys conducted in 2011

Date	Type of survey	Results
17 th August 2011	Visual	<i>Barn</i> Gaps underneath the roof slabs and in the stonework. Two common pipistrelle droppings observed in the barn, both were not fresh.
17 th August 2011	Emergence	No bats recorded emerging from a roost site.
17 th August 2011	Anabat recording	Located inside the barn, no bats were recorded.

4.4 Interpretation and Evaluation of Survey Results

4.4.1 Presence/absence

4.4.1.1 The site is currently used by foraging and commuting common pipistrelle, Natterer's and brown long-eared bats, a maximum of two brown long-eared bats, two common pipistrelle and one Natterer's bat were observed at any one time. No roosting bats or evidence of roosting bats were observed during the field surveys.

4.4.1.2 Two common pipistrelle bat droppings (at least one year old) were observed in the barn. These are likely to have occurred as a result of evening work in the workshop that involved the large double doors being open on an evening; it is likely that a bat flew in to briefly forage.

4.4.2 Site Status Assessment

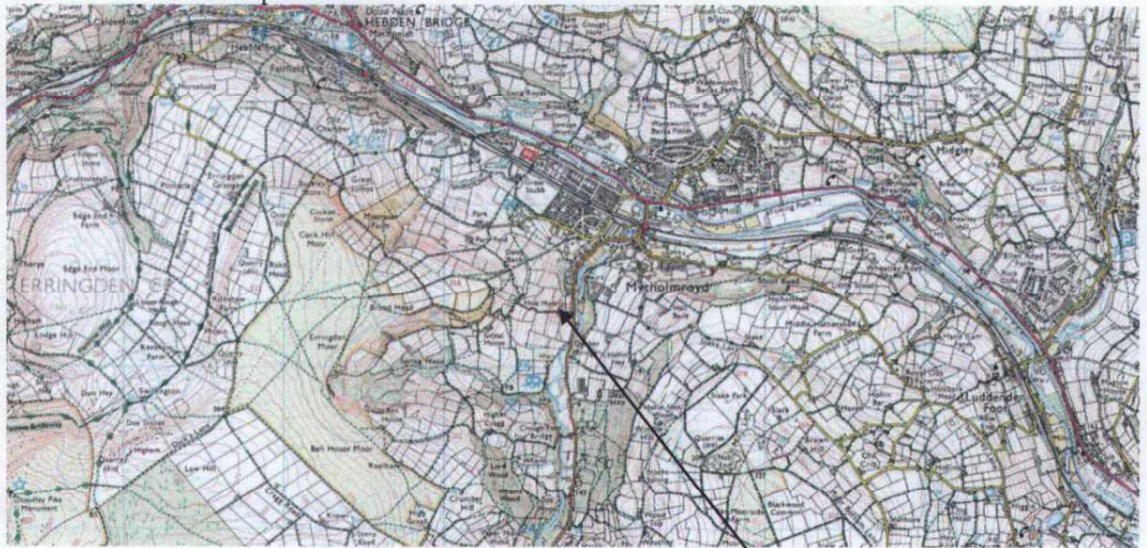
4.4.2.1 Based on a building inspection and an emergence survey, it has been determined that the studied barn at Hoo Hole Farm is unlikely to support a bat roost. The results are based on survey work conducted in mid August, but as the barn contains features which have medium potential to support roosting bats, there remains the possibility that bats could use the barn at other times of the year.

4.4.2.2 Hoo Hole Farm is located adjacent to surrounding favourable foraging habitat which will play an important role in the ecology of the local bat population.

4.4.2.3 There is currently no data available to assess bat usage on Site during the winter months. It is recommended that the initial start date of the development will avoid late October – early March; preventing disturbance to hibernating bats. If this is not possible, then a hibernation survey must be conducted prior to works commencing.

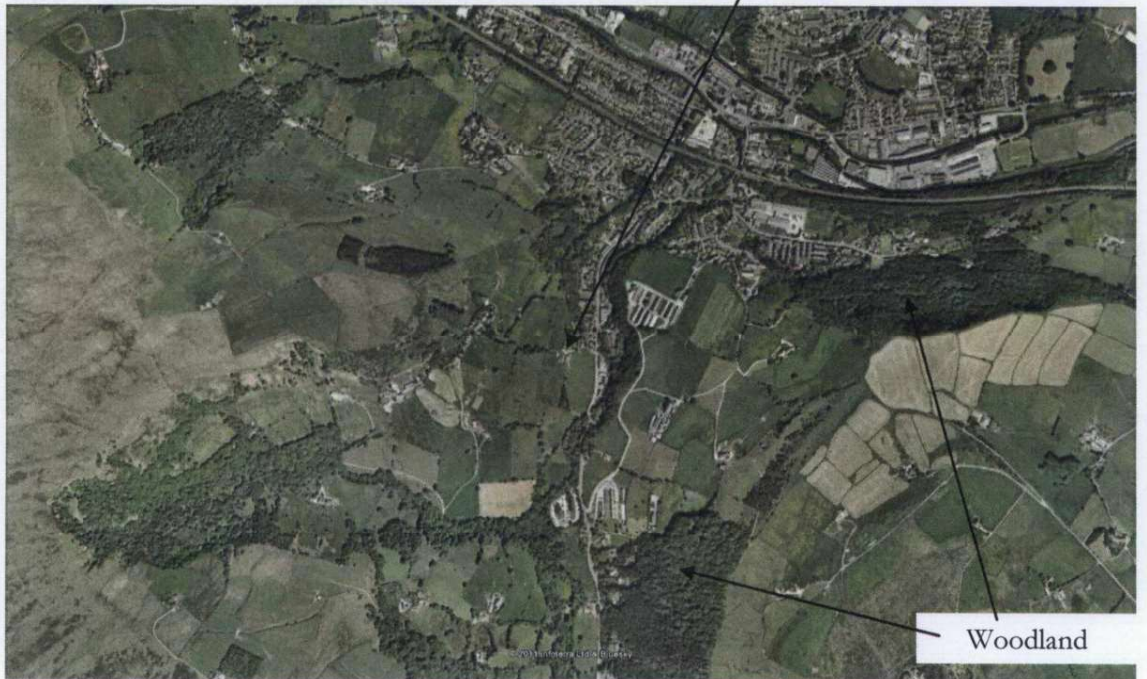
4.5 Maps of the survey area

4.5.1 Location Map



Hoo Hole Farm

4.5.2 Aerial Photograph



Woodland

4.6 Photographs of key features

Figure 1 – North elevation.



Figure 2 – South elevation.



Figure 3 – South pitch.



Figure 4 – Internal view



5.0 IMPACT ASSESSMENT

- 5.1 Based on current information, the barn does not support a bat roost. Consequently, the impact to bats from the conversion of the barn to residential accommodation is considered to be **negligible**.
- 5.2 The current information obtained is based on a desk top study, visual inspection and activity survey conducted in August. Bat activity surrounding the building was low but constant, with a total of 4 bats observed foraging/commuting. Consequently, the impact to bat populations locally, nationally and regionally from the proposed development is considered to be **low**.

6.0 MITIGATION & COMPENSATION

6.1 Legal Protection

- 6.1.1 Legal obligations towards bats are generally concerned with roost protection. All developments, known to contain bat roosts, require a licence from Natural England. Under Section 9 of the Wildlife and Countryside Act (1981) it is an offence for anyone without a licence to kill, injure, disturb, catch, handle, possess or exchange a bat intentionally. It is also illegal for anyone without a licence intentionally to damage or obstruct access to any place that a bat uses for shelter or protection.
- 6.1.2 As no bat roosts were detected in the barn during the surveys, conversion work to the building would not require a Natural England development licence. However, the barn has a medium probability of bat interest and therefore has features that could support roosting bats. It is possible that individual bats could turn up roosting in the building at any time during the year. The following procedures highlighted in Section 6.7 should be adopted during the building works. Section 6.7 identifies working practices or precautions necessary to avoid injury or death to any bats that may be present in the buildings.

6.2 Method Statement

6.2.1 This statement should be copied to contractors and all those involved with timber treatment, roofing and building works, whose work may affect bats and their roosts on site. Even though bats have not been found, building works should occur as though bats could be present.

6.2.2 Timing

6.2.2.1 There are no mandatory timing constraints when roosting bats have not been found. However, it is recommended that the **initial start date** of renovation works to the barn should avoid winter (31 October until 31 March). This will reduce the disturbance to hibernating bats. If it is necessary to start during these months then it is recommended that a winter bat survey is conducted prior to works commencing. A late discovery plan will need to be included in the final method statement to outline measures to be implemented in the event that bats are discovered during the development.

6.2.3 Locating Bats

6.2.3.1 Bats are by nature highly secretive, mobile mammals, therefore bats and their roosts can be very difficult to detect. A pipistrelle bat is capable of roosting in a crack measuring 20mm. In order to reduce any unnecessary disturbance, injury or death of any late discoveries of individual bats roosting in the buildings the following procedures should be implemented. Common roosts locations must be checked. These include:

- Underneath stone roof slabs
- Crevices in brickwork and gaps in mortar
- Mortise joints
- Roof timbers including ridge beams and rafters

6.2.4 Working Approach

6.2.4.1 Careful removal by hand of all fittings and fixtures as describe in 6.2.3. Wall cavities should be checked prior to pointing.

6.2.4.2 Remove roof coverings by hand. Only half of the roof should be removed on the first day and the second half 24 hours later. This will create unfavourable conditions for any bats still roosting within the roof structure and encourage the bats to leave on their own accord.

6.2.4.3 It is good practice, where bats may come into contact with roof timbers, to carry out timber treatment using Permethryn type chemicals on the Natural England list of approved safe chemicals. New pre-treated timbers i.e. tanalised timber will be allowed to dry thoroughly before use, if applicable. A list of Natural England approved paints and timber treatments is available at http://www.naturalengland.org.uk/Images/Bat%20roost%20timber%20treatment_tcm6-10167.pdf.

6.2.4.4 In the event that bats are discovered in any buildings, Natural England's Regional West Yorkshire Team should be contacted on 0113 230 3750. Alternatively, the Bat Conservation Trust National Bat Helpline number is 0845 1300 228. Bats should not be handled by unlicensed people but if it is absolutely necessary to

remove a bat from the premises for overriding health and safety reasons or to avoid it being harmed gloves will be worn and it will be placed carefully in a cardboard box and placed in a dark, quiet place, safe from predators, until a licensed bat ecologist arrives.

6.2.5 Habitat enhancements

6.2.5.1 Freshwater, woodland, grassland, urban gardens, trees and amenity green space are suitable foraging habitats for bats whilst linear habitats such as hedgerows and streams are particularly important commuting routes between roosts and foraging ground. It is recommended that the natural landscape remains largely unchanged and as many mature trees are retained on the site to continue to provide cover and feeding grounds. Landscaped areas can provide good foraging grounds for bats. Areas can be improved by growing night-scented flowers and other flowers favoured by insects. More information on suitable planting to encourage bats obtained from The Bat Conservation Trust (www.bats.org).

Suitable species include:

- Foxglove *Digitalis purpurea*
- Cowslip *Primula veris*
- Red campion *Silene dioica*
- Marjoram *Origanum vulgare*
- Ox-eye daisy *Leucanthemum vulgare*
- Red clover *Trifolium pratense*
- Evening primrose *Oenothera biennis*.
- Honeysuckle *Lonicera periclymenum*.
- Wild Clematis *Clematis virginiana*

6.2.5.2 Lighting has a detrimental effect on bat activity; many bats will actually avoid areas that are well lit. Lighting can cause habitat fragmentation by preventing bats from commuting between roosts and foraging grounds (A.J Mitchell-Jones 2004). External lighting requirements will be carefully designed to avoid light spillage affecting foraging bats and bat box entrances. Lights will not be mounted where they will shine directly on to the surrounding habitat used by foraging bats. All on site lighting will be fitted with downward facing cowls or hoods to prevent light contamination to the habitat. Security lighting will be on a short timer and motion sensitive to large objects only. Low sodium down lighting is available and bats are more tolerant towards.

6.2.6 Bat boxes

6.2.6.1 Specially designed bat boxes can be located on site. Schwegler Bat Boxes are recommended and well tested boxes:

6.2.6.2 The following bat boxes provide additional roost habitats and are available from Wold Ecology:

- The **2F** is the most popular general purpose box, particularly attractive to the smaller British bats such as pipistrelle. It comprises a simple design with a narrow entrance slit on the front and is ideal for trees.
- The rectangular shape makes the **1FF** ideal for attaching to the sides of buildings and trees or in sites such as bridges. It has a narrow crevice-like internal space to attract pipistrelle and noctule bats.

- The **1FQ** is an attractive box designed specifically to be fitted on the external wall of a house, barn or other building. Equally appealing to bats as a roost or a nursery, it features a special porous coating to help maintain the ideal temperature inside along with a rough sawn front panel to enable the bats to land securely.

6.2.6.3 The majority of these boxes are self-cleaning as they are designed so that the droppings fall out of the entrance. This reduces the possibility of smell during the summer months. For more information on designs and installation of bat boxes see: www.schwegler-natur.de and www.bct.org.uk.

6.2.6.4 Wold Ecology recommends that 2 boxes are sited on the barn at Hoo Hole Farm. Bat boxes should be erected on south, east or west elevations; at least 5 metres above ground level or close to roof lines.

7.0 SUMMARY

- 7.1 The field surveys during August 2011 revealed no evidence of roosting bats. As no roosting bats or bat roosts were recorded in the barn, a Natural England European Protected Species development license is not required. The method statement outlined in section 4.2, details the best working practice and precautions to be taken to avoid breaking the law and must be followed and provided to all contractors involved with the conversion of the building.
- 7.2 All bats and their roosts are fully protected under the Wildlife and Countryside Act 1981 (as amended by the Countryside and Rights of Way Act 2000) and are further protected under the Conservation of Habitats and Species Regulations 2010. Should any bats or evidence of bats be found prior to or during development, work must stop immediately and Natural England contacted for further advice. This is a legal requirement under the aforementioned acts and applies to whoever carries out the work. All contractors on site should be made aware of this requirement and given Natural England's contact details.
- 7.3 Habitat enhancement for bats should be implemented as outlined in section 6.0, in order to improve foraging opportunities to bats in the local area.
- 7.4 Species list within this report may be forwarded to the local biodiversity records centre to be included on their national database. No personal information will be sent. Please contact Wold Ecology if you do not wish the species accounts and six figure grid references to be shared.
- 7.5 Whilst the survey provided detailed information on bats, bird's nests were observed in the building. All nests should remain undisturbed and intact until after the breeding bird season – 1st March to 31st August. There was no evidence of barn owls *Tyto alba* roosting in the building.
- 7.6 The data collected to support the output of this report is valid for one year. This report is valid until August 2012. After this time, additional surveys need to be undertaken to confirm that the status of the building, as a bat roost, has not changed.

Bat Conservation Trust. 'Bats in Churches' leaflet.

Mitchell-Jones A.J. (2004). 'Bat Mitigation Guidelines'. English Nature, Peterborough.

English Nature (2003). 'Focus on Bats'.

English Nature (1993) 'Bats in Roofs; A Guide for Surveyors'.

English Nature Northumbria Team (2004) 'Bat surveys for development proposals in North-East England'. English Nature.

Mitchell-Jones, A.J. & McLeish, A.P. (1999) 'The bat workers' manual' 2nd edition. Joint Nature Conservation Committee.

Mitchell-Jones, A.J. (2004) 'Bat mitigation guidelines'. English Nature, Peterborough.

The Bat Conservation Trust (electronic 2002) www.bats.org.uk Much additional information is available on bats at this website.

Habitat Management for Bats. (2001). A guide for land managers, land owners and their advisors. JNCC.

www.tudorrooftiles.co.uk/save.php?name=bataccess.pdf

9.0 APPENDICES

9.1 Background to Bats - Bat Biology.

9.1.1 There are currently 17 species of bat native to the United Kingdom. Bats roost in a variety of places such as caves, mines, trees and buildings. Woodlands, pasture, ponds and slow flowing rivers or canals provide suitable feeding areas for bats as they support an abundance of suitable insect forage. Bats tend to feed during the first two to three hours after sunset and again before dawn, when insect activity is at its most intense (JNCC 2004).

9.1.2 Bat activity over the course of a year reflects the seasonal climate and the availability of food as follows (The Bat Conservation Trust, undated):

January - March - insect prey is scarce and bats will hibernate alone or in small groups.

April - May - insects are more plentiful and bats will become active. They may become torpid (cool and inactive) in bad weather. Females will start to form groups and will roost in several sites.

June - July - females gather in maternity roosts and give birth to young, which are suckled for several weeks. Males roost alone nearby.

August - September – mothers leave the roost before the young. Bats mate and build up fat for the winter.

October - December – Bats search for potential hibernacula. They become torpid for longer periods and then hibernate.

9.1.3 Bats do not stay in the same roost throughout the year. They have different requirements of roosts at different times of the year. During late April/May the bats leave their winter roosts and the females come together to form 'nursery roosts', these usually consist of pregnant females along with a few non-breeding and immature females. At this time the males roost either singly or in small numbers. The single offspring is born during late June/early July and can fly within 3-5 weeks.

9.1.4 Typical roost sites are cracks and crevices in buildings and other structures but more typically under hanging tiles, slates, soffits and cavity walls of fairly modern buildings or holes and splits in trees.

9.1.5 The conditions needed by bats for hibernation require the maintenance of a relatively stable low temperature (2 – 6°C). Suitable sites include; old trees, caves, cellars, tunnels, and icehouses.

9.1.6 Whilst the summer roosts consist of single species (although 2 – 3 species can be found within one large structure but occupying separate roost sites), winter sites often consist of 4 – 6 different species of bat, although there is often niche separation.

- 9.1.7 Bats have a complex social structure based on 'meta populations' and also utilise other transitional or intermediate roost sites.

The several different types of roost, which bats occupy throughout the year, are as follows:

Daytime summer roosts are usually cool and secluded and are where bats wait for their next feeding opportunity.

Nursery/maternity roosts where young are born and are usually quite warm. Young spend their first few weeks here before they become independent.

Temporary night roosts are used for shelter nearer to feeding areas if the weather is bad. They are also used for short periods between dusk and dawn to save returning to the main roost.

Mating roosts are set up by the males, where they attempt to attract females for mating.

Hibernacula are those roosts in which bats hibernate over winter. These have to be cold and free from any temperature fluctuation. The coldness enables bats to lower their body temperature and become torpid. This saves a lot of energy, enabling them to survive on the fat stores within their bodies that they have built up throughout the summer.

- 9.1.8 The main threats to bats include:

- Habitat loss (e.g. deforestation)
- Loss of feeding areas as a result of modern forestry and farming practices.
- Use of toxic agrochemicals and remedial timber treatment chemicals.
- Disturbance and damage to bat roosts.

- 9.1.9 Bats have been in decline both nationally and internationally during the latter part of the 20th Century. Bats require a variety of specific habitats in order to meet the basic needs of feeding, breeding and hibernating and are therefore extremely vulnerable to change such as the loss of flight lines through the removal of hedgerows.

It is thought that even the two most common and widespread bats, the common pipistrelle and the soprano pipistrelle, have declined by an estimated 70% (1978-1993 figures). There are a number of bat species, which are now considered seriously threatened with one species, the greater mouse-eared bat being classed as extinct as it is no longer breeding in the U.K.

- 9.1.10 All European bats are listed in Annex IV of the EC Directive 92/94/EEC 'The Conservation of Natural Habitats and of Wild Fauna and Flora' as being in need of "strict protection". This is translated into British Law under Statutory Instrument No. 2716 Conservation (Natural Habitats & c.) Regulations 1994. British bats are included under Schedule 5 of the Wildlife & Countryside Act 1981. They can therefore be described as a 'fully protected' or 'protected' species.

- 9.1.11 A summary of the legal protection afforded to bats under both European and British law is provided by the Bat Conservation Trust (BCT, 2010). This reads:

All European bat species and their roosts are listed in Annex IV of the EC Directive 92/94/EEC 'The Conservation of Natural Habitats and of Wild Fauna and Flora' as being in need of "strict protection". This is implemented in Britain under the Conservation of Habitats and Species Regulations 2010 which has updated the Conservation (Natural Habitats &c.) Regulations (as amended). In summary, in the UK, it is an offence to:

- Deliberately capture, injure or kill a bat;
- Deliberately disturb a bat in a way that would affect its ability to survive, breed or rear young, hibernate or migrate or significantly affect the local distribution or abundance of the species;
- Damage or destroy a roost (this is an absolute offence); and
- Possess, control, transport, sell, exchange or offer for sale/exchange any live or dead bat or any part of a bat.

9.1.12 The species is also listed in Appendix II of the Bonn Convention (and its Agreement on the Conservation of Bats in Europe) and Appendix II of the Bern Convention (and Recommendation 36 on the Conservation of Underground Habitats). Although these are recommendations and not statutory instruments.

9.1.13 Natural England is the Government body responsible for nature conservation. Local planning authorities must consult them before granting planning permission for any work that would be likely to result in harm to the species or its habitat. Natural England issue "survey" licenses for survey work that requires the disturbance or capture of a species for scientific purposes. They also issue "conservation" licenses that are required for actions that are intended to improve the natural habitat of a European protected species or to halt the natural degradation of its habitat.

9.1.14 "Development" licences are issued by Natural England for any actions that may compromise the protection of a European protected species, including bats, under the Conservation of Habitats and Species Regulations 2010. This includes all developments and engineering schemes, regardless of whether or not they require planning permission.

9.1.15 The UK Biodiversity Action Plan states that although the pipistrelle is one of the most abundant and widespread bat species in the UK, it is still thought to have undergone a significant decline in the latter part of this century. The main factors cited for causing loss and decline include;

- A reduction in insect prey abundance, due to high intensity farming practice and inappropriate riparian management.
- Loss of insect-rich feeding habitats and flyways, due to loss of wetlands, hedgerows and other suitable prey habitats.
- Loss of winter roosting sites in buildings and old trees.
- Disturbance and destruction of roosts, including the loss of maternity roosts due to the use of toxic timber treatment chemicals.

The main action plan aims and objectives include;

- Maintain the existing population size of *Pipistrellus pipistrellus* and *Pipistrellus pygmaeus*
- Maintain the existing geographical range of *Pipistrellus pipistrellus* and

Pipistrellus pygmaeus

Restore population size of *Pipistrellus pipistrellus* and *Pipistrellus pygmaeus* to pre-1970 numbers.

9.2 Significance of bat roosts, appraising the nature conservation value;

- 9.2.1 The significance of bat roosts should be appraised against the following table. Where the extent of the bat roost is unclear a precautionary approach should be taken in evaluating the significance of the roost and the highest potential category should be selected.

Table 7.2.1 Appraisal of significance of bat roosts.

Scale	Summary	Examples
International	Any significant roosting sites for European Annex 2 species	Barbastelle bat roosts are only known applicable feature in East Anglia.
National	Any roosts qualifying as SSSI under the EN criteria.	Details of criteria are given in 9.1.2 Site Selection Guidelines for Biological SSSI's.
Regional	Any significant bat roosts and features, equivalent in interest to qualifying a site as a Country Wildlife Site.	Breeding and hibernation roosts of most species.
Local	All other sites supporting feeding bats as Wildlife and Countryside Act protected species.	Bats foraging within a structure, night roosts and minor transition roosts.

9.2.2 Site Selection Guidelines for Biological SSSIs

- 9.2.2.1 The following statements are made in respect of selecting SSSIs for bats in JNCC (1989) and JNCC (1998) in Section 13;

Sub-section 1.9 Reason for notification

"The bats have become a major focus of conservation concern in Britain, and all 15 species are protected through Schedule 5 of the 1981 Act.

The mouse-eared bat is now virtually extinct in Britain and other species, most notably the two horseshoe bats, are threatened.

Some species, for example the barbastelle, are so rare that little is known about their conservation status, but other species appear to be declining in numbers.

All bats are vulnerable, through their use of a relatively small number of sites for communal roosting and breeding, often in buildings; so legal protection against disturbance and taking has been an effective conservation measure.

Enhancing the protection of key sites through the SSSI mechanism can be helpful, but the notification of sites in buildings, particularly domestic dwellings, needs to be considered carefully if it is to have the desired effect."

Sub-section 3.3 basis of selection

"The selection of bat roosts is on a national basis except for certain mixed hibernacula in AOSs where large roosts are unknown."

Sub-section 3.3.4 Barbastelle, Bechstein's and grey long-eared bats

"All of these are rare species with no or very few breeding roosts known. Any traditional breeding roosts should be considered for selection if found."

Sub-section 3.3.5 Natterer's, Daubenton's, Whiskered, Brandt's, Serotine, Noctule and Leisler's bats

"These species are reasonably widespread and it would be difficult to justify the notification of breeding roosts except in the most exceptional circumstances. These might include exceptionally large colonies with a long history of usage of a particular site. In general, protection of roosts of these species should come under section 9 of the 1981 Act."

Sub-section 3.3.6 Pipistrelle and brown long-eared bat

"These two species are widespread and more common than the above. Protection should rely on section 9 of the 1981 Act."

Sub-section 3.3.7 All bat species – mixed assemblages

"Large hibernacula of mixed species are very important and sometimes spectacular, but perhaps number only 20 sites in total. On a national basis, all hibernacula containing (a) four or more species and 50 or more individuals, (b) three species and 100 or more individuals or (c) two species and 150 or more individuals should be selected. In some parts of Britain such large sites are unknown, so alternatively in these areas one hibernaculum site per AOS containing 30 or more bats of two or more species may be considered for selection."

"Because of the complications associated with the notification of sites in buildings, the appropriate CSD mammal's specialist should be consulted over the selection of all such sites."

9.2.3 Current status of bats in the UK.

9.2.3.1 The current known status of bats as given by the Bat Conservation Trust is shown in Table 6.

Table 9.2.3 Status of bats.

Species	Status of Population Nationally
Whiskered/Brandt's	Endangered
Natterer's	Not Threatened
Daubenton's	Not Threatened
Noctule	Not Threatened
Serotine	Vulnerable
Pipistrelle 45	Not Threatened
Pipistrelle 55	Not Threatened

9.2.4 Definitions of probabilities of bat interest.**9.2.4.1 Low probability of bat interest.**

Buildings in this category fall into two main types:

- Generally well maintained without cracks and crevices, no gaps between bargeboard or soffit and wall or without an attic space.
- Contain some or all of the above features but are both draughty and thick

in cobwebs or contain strong odours such as solvents, diesel, etc.

It must be borne in mind that a building from this latter group can become suitable for bats due to refurbishment. This often happens to houses once the attic space has been cleaned and under felted prior to timber treatment.

In a non-residential property no licence is required for development to a building classified as **Low probability of bat interest**.

9.2.4.2 Medium probability of bat interest

- The buildings here contain many sites suitable for roosting bats although no obvious signs were recorded during the survey. In exposed conditions on large buildings the signs of bat usage such as droppings and urine marks can be obliterated by heavy rain.
- Occasionally a light scattering of droppings will be recorded in an attic or a semi-derelict building, which is considered by the surveyor unsuitable for use as a bat roost or may be used occasionally as a night perch or feeding post. The medium probability of bat interest can be used based on the surveyor's experience
- Whilst no licence is required for development to a non- residential building classified as **Medium probability of bat interest**, it is often best practice to conduct sensitive roof stripping or architectural salvaging to minimise any possible disturbance and to employ mitigation techniques.

9.2.4.3 High probability of bat interest

- This group includes buildings with known roosts or signs of bat occupancy such as droppings and staining at a roost entrance. The description of high probability buildings will also contain an indication as to the time of the year when it will be occupied by bats i.e. summer – nursery roost. Winter – hibernation.
- If the building/buildings fall into the high probability group then the area of bat interest should be identified on site with the contractors to ensure that work does not affect the bats roost.
- If it is thought the work will have a direct effect on the bat roost and is unavoidable then advice must be sought from the Species Office for Natural England and derogation licence obtained prior to any of the work proceeding.

9.3 Survey records for surveys conducted in August 2011

Date – 17 th August 2011					
Loc.	Time	Species	kHz	Direction	Comment
3	2047	Pipistrelle	45	N	Commuting
2 & 1	2048	Pipistrelle	45	W	Commuting
3	2051	Pipistrelle	45	E	Commuting
2 & 3	2057 - 2111	Pipistrelle	45		Foraging
1	2113	Pipistrelle	45	W	Commuting
2 & 3	2116 - 2220	Pipistrelle	45		Commuting
1	2125	Pipistrelle	45	W	Commuting
3 & 2	2125	Brown long-eared	39	N	Commuting
2 & 3	2126	Brown long-eared x 2	39	NE	Commuting
3 & 2	2130	Pipistrelle	45	N	Commuting
3	2131 - 2133	Pipistrelle	45		Foraging
2 & 3	2143	Natterer's	49	E	Commuting
2 & 3	2231	Natterer's	49	E	Commuting

9.4 Survey Activity Plans

9.4.1 Plan of bat activity during emergence (dusk) survey 17th August 2011

