



Land off Old Nab Road

Planning Statement

Application for a Lawful Development Certificate

July 2025

Land off Old Nab Road

York

Langho

Blackburn

BB6 8DU

Scheme Details

Site Location

Land off Old Nab Road

York

Langho

Blackburn

BB6 8DU

Development

Application for a Lawful Development Certificate to confirm the site has been used as a garden for more than 10 years and constitutes an established lawful use.

Date Prepared

July 2025

Applicant

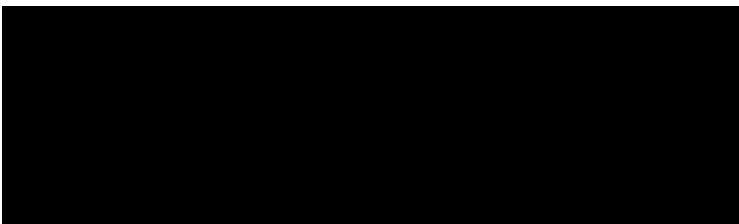
Neale Roach

C/O Agent

Agent

Zara Moon Architects

Unit 38, Manor Court, Salesbury Hall Road, Ribchester, PR3 3XR



Introduction

This statement has been prepared by Zara Moon Architects (ZMA) in support of a Certificate of Lawfulness application on behalf of the applicant Mr Neale Roach.

The Certificate of Lawfulness application is to confirm the existing site, land off Old Nab Road, York, Langho, Blackburn, BB6 8DU has been used as a garden for more than 10 years and a Certificate of Lawfulness should be granted.

Location

The site is located within York Village, to the South-East of Langho, and North-West of Great Harwood.

The site lies on the Eastern edge of the village, accessed from Whalley Old Road via Old Nab Road. The site is positioned to the South-East of numbers 6-12 Whalley Old Road (a row of terraced cottages), located adjacent to their rear gardens and parking areas.

The site is a contained plot within existing boundaries, containing a single-storey garage, driveway and lawned area.

History

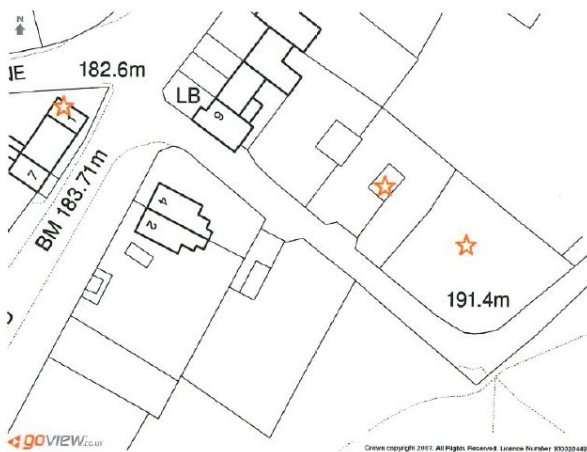
The applicant owns property 1 Whalley Old Road, York, Langho, Blackburn, BB6 8DU where he lived between 2009 and 2011. Since moving out in 2011, the applicant has rented the property on a long-term basis.

In 2008 the property was purchased with the site described as 'substantial garden plot including garage, hardstanding, vegetable plot and shed'. [Appendix 1 & Figure 1]. The site plan on the sales particulars illustrates the house, garage and garden locations [Appendix 1 & Figure 2].



Figure 1 - Extract from sales particulars dated 2008

Detail map



Street map

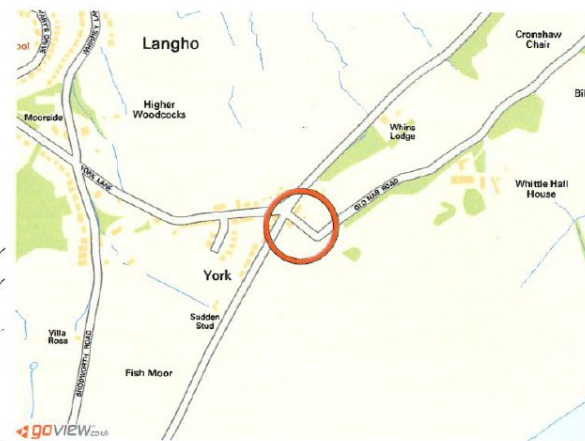


Figure 2 - Map from 2008 sales particulars showing house, garage and garden locations

Being an end-terrace with only a small yard, no off-street parking, and double yellow lines wrapping around 2 sides of the plot, the property was purchased with a separate garden by the previous owners in 1997 [Appendix 2].

Since purchasing 1 Whalley Old Road in 2008 to the present day, the plot has been used in conjunction with the above property for the enjoyment of the applicant and his tenants as a garden with a domestic outbuilding, parking area and garden paraphernalia. This is evidenced by the rental advert for the property which refers to the 'large garden area, garage and off-road parking opposite the property [Appendix 3].

Existing Garage & Driveway

The site contains an existing access point, single-storey garage and concrete driveway which were all present when the applicant purchased the site in 2008 (17 years ago) [Appendix 1]. The garage and driveway are also visible on the historic aerial dated 2000 (25 years ago) [Appendix 4 & Figure 3], and referred to in the previous owners' buyer's survey dated 1997 [Appendix 2].



Figure 3 - Historic aerial dated 2000 shows site with garage, driveway and lawned garden

As the existing building was constructed more than 10 years ago, the development is now lawful and immune from enforcement action.

Existing Use

The site has been maintained and used for domestic garden use since the applicant purchased the property and plot in 2008, evidenced by the tenancy agreement and inventories [Appendix 5 & 6].

The site is a contained garden plot, with a domestic outbuilding, and has been used for the following domestic activities since 2008 (17 years) [Appendix 7].

- Garage used for general household storage including gardening equipment and furniture.
- Off-street parking on a designated driveway.
- Hanging out washing.
- Growing vegetables.
- Bin storage.
- General garden activities.
- Gardening shed constructed (now demolished).

Evidence

Appendix 1: Sales Particulars dated 2008

Appendix 2: Previous owners' buyer's survey dated 1997

Appendix 3: Rental Advertisement

Appendix 4: Historic Google Aerial dated 2000

Appendix 5: Tenancy agreement

Appendix 6: Tenancy Inventories

Appendix 7: Photographic evidence of garden use.

Conclusion

From the evidence provided, the site is a defined plot containing a domestic outbuilding. The site has been used for domestic garden activities for the last 17 years in association with a residential dwelling. The plot has been used and formed part of the tenancy agreement of a residential dwelling, referred to throughout as a 'garden'.

It can therefore be concluded that from the evidence and information provided, the site has been used as a garden in excess of 10 years, and constitutes an established lawful use.

Appendix 1

anderton bosonnet

Committed to selling your home



1 Whalley Old Road, York Village, Langho. BB6 8DU

A quirky but homely end of terrace cottage for sale with a substantial garden plot including garage, hardstanding, vegetable plot and lawn. Arranged over four floors it would be ideal for a retired lighthouse keeper! Comprising two bedrooms, two bathrooms, four reception rooms and a converted attic. 915 sq m/85 sq m approx. Intrigued?



SERIOUS OFFERS CONSIDERED

Price £210,000



Clitheroe 01200 428691
Whalley 01254 825569

email info@andertonbosonnet.co.uk
www.andertonbosonnet.co.uk



GROUND FLOOR

Porch	Framed in PVCu with sealed unit double glazed windows and external door. The internal door (previously the external door) is original to the property and particularly stout.
Living Room	14'4x11'6(4.37m x 3.51m). Stone fireplace with a living flame gas fire, radiator, stained glass leaden window, box beamed ceiling, part exposed stone wall.
Dining Room/Occasional Bedroom	8'2x8'(2.49m x 2.44m). A dining room but previously a kitchen which was then adapted for use as an elderly relative's bedroom. PVCu leaden double glazed window.
Shower Room	Three piece suite in white with chromed fittings comprising shower cubicle with a Mira Sport electric shower, low suite w.c., pedestal wash handbasin, radiator, PVCu double glazed window, extractor.
Kitchen	11'4x8'7(3.45m x 2.62m) including the dimensions of the winding staircase (up and down). A range of built-in base and wall units with laminate work surfaces, ceramic tiled splashbacks and a stainless steel 1½ bowl sink unit with mixer tap, plumbing for washing machine and dishwasher, PVCu double glazed window, radiator, part exposed stone wall.

LOWER GROUND FLOOR

	Here we have two basement rooms that are ideal for the teenager and with its own access off York Lane.
Sitting Room	12'7x8'(3.84m x 2.44m). Two PVCu double glazed windows and external door, Baxi Solo central heating boiler, radiator.
Study	13'x7'6(3.96m x 2.29m). Radiator.
Bathroom	7'10x5'8(2.39m x 1.73m). Three piece suite in white with gold coloured fittings comprising panelled bath, pedestal wash handbasin, low suite w.c., PVCu double glazed window, ceramic tiled floor, extractor, radiator.

FIRST FLOOR

Landing	Built-in cupboards, staircase to the partially converted attic.
Bedroom 1	12'x11'7(3.66m x 3.53m). Stained glass leaden window, radiator, built-in cupboard. An interesting feature is the former door way to next door, now an interesting book shelf.
Bedroom 2	8'8x6'7(2.64m x 2.01m). PVCu double glazed window.
Attic	Whilst not a bedroom it provides an excellent storage facility and has exposed purlins, Velux window and plastered walls and ceiling.

External Standing within a stone walled curtilage and with door access from both Whalley Old Road and York Lane. The garden plot is located nearby on the lane that runs to Whalley Nab and visible from the property. Bordering the lane on one side it comprises predominantly of grassed area with a vegetable plot and a drive running to a concrete sectional garage currently sub-divided to form two storage compartments. Clearly presenting a great deal of potential.

Viewing Strictly by appointment with the Agents.

**POINTS OF INTEREST OUR VENDOR
WISHES YOU TO KNOW**

Welcome to our home. We have lived here for 10 years. The house is 'quirky' but homely; the neighbours friendly; lots of lovely walks, and the views spectacular. The house was 'quirky' in its layout when we bought it, and we have added to its character over the years to meet the needs of our family – mum, dad, three children and an elderly grandparent. The house is very versatile, and during our time here we have used many of the rooms for different purposes.

Lounge This was open through to the kitchen area, but we added a partition to make two separate rooms.

Dining Room (formerly the kitchen) We renovated the kitchen and made this into a shower room and bedroom area for grandparent who lived on this floor level.

Kitchen (formerly an extension of the lounge) We installed a new kitchen in this room. We discovered that this was probably the site of the original kitchen.

First Floor

Small Bedroom Now used as a study. Formerly a bedroom.

Loft We converted the loft. We have used this as a bedroom space. Now used as storage.

Main Bedroom Some space was taken away to accommodate the loft stairway.

Basement Bathroom as we bought the house.

Small room We removed a partition wall to open up this area. Now used as son's bedroom.

Study Room Former owner used this as a laundry room. The hot and cold water pipes are still visible above near the doorway.

Prior to moving into the property we had several rooms replastered. Lead pipes were removed and replaced with copper internally and externally to street mains. Also some new wiring was added.

ZH8

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Committed to selling your home

Address: 1, Whalley Old Road, Langho, BLACKBURN, BB6 8DU
RRN: 8508-6520-5659-0139-7002

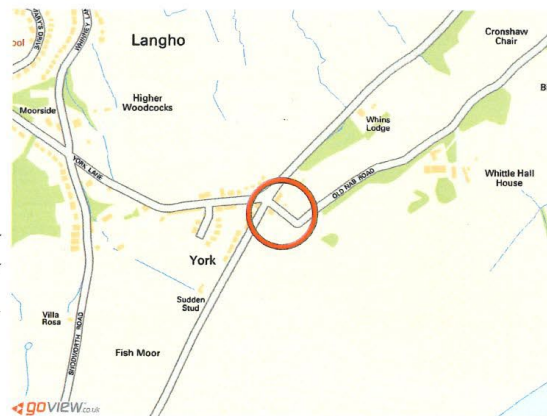
Energy Efficiency Rating		Current	Potential
Very energy efficient - lower running costs			
(92 plus) A			
(81-91) B			
(69-80) C			
(55-68) D			
(39-54) E			
(21-38) F		31	43
(1-20) G			
Not energy efficient - higher running costs			
England & Wales		EU Directive 2002/91/EC	

Environmental Impact (CO2) Rating		Current	Potential
Very environmentally friendly - lower CO2 emissions			
(92 plus) A			
(81-91) B			
(69-80) C			
(55-68) D			
(39-54) E			
(21-38) F		34	43
(1-20) G			
Not environmentally friendly - higher CO2 emissions			
England & Wales		EU Directive 2002/91/EC	

Detail map



Street map



maps are not scaled and are used for identification purposes only

Clitheroe: 31 King Street, Clitheroe, Lancashire BB7 2EU **Tel:** 01200 428691 **Fax:** 01200 428702
Whalley: 103 King Street, Whalley, Lancashire BB7 9SW **Tel:** 01254 825569 **Fax:** 01254 825679

All **fixtures and fittings** mentioned in these particulars are included in the sale, all others in the property are specifically excluded. Please note that we have not tested any apparatus, equipment, fixtures, fittings or services and so cannot verify that they are in working order or fit for their purpose. **Photographs** are reproduced for general information and it must not be inferred that any item is included for sale with the property. **Please note.** Although these particulars are thought to be materially correct, their accuracy is not guaranteed and they do not form any part of a contract.

Appendix 2

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This edition of the report must only be used in conjunction with other material of the same edition.

GARSIDE WADDINGHAM HOMEBUYERS *Survey and Valuation*

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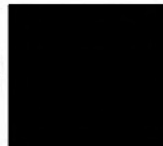
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- This report is provided on the terms set out in the enclosed RICS/ISVA Standard Conditions of Engagement. The report is provided solely for the named clients and their professional advisers and should not be relied upon by others.
- The purpose of the inspection described in the Standard Conditions is to provide a report on the general state of repair and condition of the property described below. The inspection is not a building/structural survey and this report is not intended to detail minor defects which do not materially affect value.
- The clients are advised to show a copy of the report to their legal advisers as it may affect investigations they will need to make.
- The Conditions of Engagement, report headings and descriptions are reproduced with the permission of the Royal Institution of Chartered Surveyors which owns the copyright.

INFORMATION

1 Name and address of clients



2 Property Address

1 Whalley Old Road
Langho
Nr Blackburn
Lancashire

3 Council tax band or rating assessment as applicable
(verbal enquiry only)

We were unable to obtain the relevant Tax Band for this property, therefore, enquiries should be made to the relevant Council Office to obtain this.

4 Date of inspection

26th June 1997.

5 Weather

Light drizzle.

6 Limits to inspection
(Including to what extent the property was furnished and/or the floors were covered)

At the time of our inspection the property was vacant, however, there were some floor coverings which to some extent restricted our inspection.

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A7 Tenure	<p>It is assumed that the site is freehold and free from chief rent. This should be confirmed by your Solicitor prior to any commitment to purchase.</p> <p>A7.1 Freehold</p> <p>A7.2 Feudal</p> <p>A7.3 Leasehold: unexpired term of years</p> <p>A7.4 Amount of rent: ground/ chief/ fixed/ variable, etc.</p> <p>A7.5 Maintenance/ service charge (approximate)</p> <p>A7.6 Other comments</p>
A8 Apparent tenancies (if any: details and rent(s.))	<p>None apparent. It is believed that vacant possession will be given upon completion of the purchase.</p>
B: GENERAL DESCRIPTION OF PROPERTY	
B1 Description of property	<p>The property comprises a garden fronted end terraced house.</p>
B2 Accommodation	<p>GROUND FLOOR - Entrance Porch, Lounge, Kitchen, Dining Area.</p> <p>BASEMENT - Bathroom and W.C. combined, Store Room, Utility Room.</p> <p>FIRST FLOOR - 2 Bedrooms.</p>
B3 Outbuildings and parking	<p>There is no outbuilding or parking available on site. We understand that you are acquiring a separate piece of land on Old Nab Road upon which is situated a sectional concrete garage.</p>
B4 Approximate age (including date if available of extensions and conversions where applicable)	<p>It is believed that the original section of the property was constructed around 100 years ago. The property has been subsequently extended to the side.</p>
B5 Orientation	<p>The front elevation faces South-East.</p>
B6 Location and amenities	<p>The property is situated within a semi-rural area. There are limited amenities in the immediate area although more extensive facilities may be found to the South in Blackburn.</p>

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B7 Summary of Construction

(Some buildings may not comply with the requirements for today's new buildings, and could include harmful or hazardous materials. This report will include details of such materials where their use is apparent from the visual inspection but with certain types of building it may be impossible to confirm the details of construction)

There is a rendered chimney stack adjoining the right gable.

The roofs to the main building and the side extension are both of twin pitched construction with slate covering.

All external elevations are pebble dash rendered. The original property is probably constructed or solid stone work whilst the extension is believed to be of cavity brickwork.

Window frames comprise principally of softwood single glazed timber casements with PVC double glazed units to the basement of the extension and one to the rear.

The gutters to the front and rear of the property may be of aluminium with a cast iron downspout to the rear. To the extension rainwater goods are in modern PVC material.

The floor to the basement is of solid concrete construction with an asphalt covering to the extension. Upper floors are of suspended timber construction with a covering of either chipboard or tongue and groove boarding.

C: EXTERNAL CONDITION

C1 Chimney stacks and boiler flues
(including associated flashings etc.)

Some cracking is evident to the render on the stack and this is likely to lead to its deterioration and repairs are, therefore, likely to be required shortly. There are two gas cowls which would appear to be fairly new and in a satisfactory condition. Lead flashings are correctly positioned between the stack and adjoining roof slopes and appear well dressed with no obvious sign of defects.

C2 Roofs
(Including valleys flashings and soakers.)

Main Roof - Ridge tiles are well pointed. The front roof slope is even with no slipped or missing slates although a small number are either broken or raised very slightly. The rear roof slope is also even with no slipped or missing slates.

Roof to Extension - Ridge tiles are satisfactory. Roof slopes to both front and rear are even with no slipped or missing slates. There is some moss and lichen growing on the slates. Again one or two slates to the rear slopes are raised very slightly. Lead flashings are correctly positioned between this roof and the side elevation of the main building and appear well dressed with no sign of defects.

C3 Rainwater goods
(Including parapet gutters.)

The front gutter leaks where jointed to the attached property, this will require making good. The downspout is on the adjoining property. There is some vegetation growing in the gutter to the front of the extension. The cast iron downspout to the rear elevation is affected by rust and requires replacing. There is a leak to the end of the gutter at the rear of the extension.

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C4 Main walls and damp proof course

(The foundations, cavity wall ties or other concealed structural elements have not been exposed for examination and therefore not all defects can be fully diagnosed. The adequacy of sub-floor ventilation is assessed only from the visible exterior surfaces.)

The pebble dash render to the front elevation is in a satisfactory condition. An injection type dampcourse is visible to the front elevation and enquiries should be made to ascertain whether this is covered by an enforceable guarantee. See D6 below. The render to all external elevations is carried down to ground level and this may result in bridging of any dampcourse. Ideally, renders should be stopped short at dampcourse level and an appropriate bell cast drip formed. The front boundary wall immediately abuts the front elevation and this may have the affect of bridging any dampcourse. There is evidence of some cracking to pebble dash render on the side gable. Whilst this is not considered to be of any serious structural significance, should water enter the cracks, it will lead to deterioration of the render which may require attention in due course. Some previous cracking to the rear elevation has been made good and there is no indication of any further cracking having occurred. There is some slight bulging and unevenness across the rear elevation, but this is no more than often found in properties of this age where walls are of solid construction. To the extension, the render is in a satisfactory condition, although again has been carried down to ground level.

C5 Windows, doors and joinery

We noted areas of rotten timber to the front Ground Floor window frame. The lean-to timber porch at the front of the property is likely to have a very limited life only. At the present time, there is evidence of water penetrating around/below the door opening and rot is evident to some timbers. The concrete base is cracked. We recommend the replacement of this structure. The plywood door to the rear of the extension is in a poor condition.

C6 External decorations

Repainting of external woodwork will be required shortly.

C7 Garage(s) and outbuildings

(Comment is restricted to important defects, likely to have a material affect on value. Inspection of leisure facilities, etc. is excluded.)

As indicated, there is a sectional concrete garage located on a piece of land on Old Nab Road which is to be acquired separately. In accordance with your instructions, a detailed inspection of this land and garage has not been undertaken.

C8 The site

(Only significant visible defects in boundary walls, paths and drives are reported. Reference to potential hazards such as flooding and tree roots is included where these are readily apparent.)

There is a stone boundary wall down the front and side of the property and this is in a fair condition. The gate posts are significantly affected by rot and will require replacement. Stone flags to the front are uneven. The blockwork retaining walls to the front and side garden are in a satisfactory condition. Access to the front and side gardens is extremely difficult due to the retaining wall. The concrete to the rear of the extension is cracked and would appear to have been previously excavated for the installation of the gas supply.

C9 Drainage

(Inspection covers within the boundaries have been lifted where visible and possible [except in the cases of flats and maisonettes]. This is to facilitate visual inspection. The drains have not been tested and it is not possible to comment on hidden areas. Where the drainage systems have not been traced, it is assumed that the drains are connected to the main sewer, or an alternative and acceptable means of disposal.)

There is a modern PVC soil and vent pipe attached to the rear of the property and this is in a satisfactory condition. It is believed that drainage is to the main sewer although this should be confirmed in pre-contract enquiries. There is no inspection chamber within the curtilage of the property and, therefore, no examination of the drains has been possible, but we have no reason to suspect any defect in this regard.

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D: INTERNAL CONDITION

(Inspection from floor level only. Furniture, wall hangings, floor coverings, insulation material and stored goods have not been moved. See paragraph D5.)

D1 Roof spaces

(See paragraph C2. It should be noted that the inspection of the roof space is confined to details of design and basic construction. Individual timbers have not been specifically examined for defects although where defects have been observed as part of the general examination, such defects are noted in this report.)

Access to the roof space is via a hatch located in the rear bedroom on the First Floor. Unfortunately, this access was sealed at the time of our visit and, therefore, no inspection of the roof space has been undertaken and we cannot, therefore, comment upon the condition of the roof's structure, etc. From an external examination, there is nothing to suggest that any substantial defect exists although we would point out that in view of infestation elsewhere, within the property, roof timbers could be affected by wood boring beetle. It would, therefore, be prudent to arrange for the specialist timber treatment Contractor to gain access to this area and report as to the condition of the timbers.

D2 Ceilings

The ceiling to the lounge is panelled with tongue and groove boarding to the front bedroom and polystyrene tiles to the rear bedroom. Ceilings would appear to be in a reasonable condition.

D3 Walls and partitions

Wall surfaces in the lounge are uneven as is often the case in older properties of this form of construction. It was, however, noted that the plaster in some areas appears to have lost key from the surface beneath and it may, therefore, be necessary for some areas to be replastered in the foreseeable future. Wall surfaces are generally in an acceptable condition. Following the installation of a new dampcourse, it may be necessary for the plaster on affected walls to be removed up to a height of one metre and replaced with a sand/cement render.

D4 Fireplaces, flues and chimney breasts

(It is not possible to indicate the condition of flues or presence of flue liners. No assumption should be made as to the practicability of using the chimneys. It is recommended that any flues should be swept prior to occupation.)

There is a coal effect gas fire fitted to the stone fireplace in the lounge. The appliance was not in use at the time of our visit and no test has been applied. Whilst an examination of the flue has not been possible, due to the presence of the cowl to the stack, it is possible that the flue has been lined as is recommended for gas appliances. Such appliances should be checked at regular intervals by the supply Authority. There is a chimney breast in the bedroom above, however, no vent has been fitted as is recommended to prevent the build-up of condensation or damp within the flue.

D5 Floors

(Only the surface of floors which are not covered have been inspected, but accessible corners of any coverings were lifted where possible to identify the nature of the surface beneath.)

A close examination of all floors was not possible due to the presence of some fitted floor coverings. Where inspection was possible, we found no evidence of any significant defects. There is, however, some general unevenness to floor surfaces particularly to the First Floor, but again this is not considered to be unusually in a property of this type and age.

D6 Dampness

(A moisture detecting meter has been used in selected accessible positions, without moving furniture, floor coverings, fixtures and fittings, to test for dampness.)

Electronic meter readings were obtained to the base of walls in the Ground Floor and basement and these revealed areas of rising damp to the left and rear walls in the lounge and throughout the basement area, particularly to walls in the original structure. It is, therefore, essential that a reputable damp specialist treatment Contractor is asked to inspect all walls and quote for the installation of a new dampcourse as necessary. Such Contractor should be able to offer the usual 25/30 year enforceable guarantee with any work undertaken. See D7 below.

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D7 Woodworm, dry rot and other timber defects	<p>We noted area of infestation by wood boring beetle to floorboards in the dining area and to the First Floor and it is possible that this infestation could spread to other timbers not presently visible. There is evidence of mature beetles within the property. Whilst, at the time of our visit, there was a smell indicating that some recent treatment of woodwork may have been carried out, we recommend that a report and quotation in this regard is obtained from a reputable specialist timber treatment Contractor who should carry out any work found necessary.</p> <p>It was also noted that fittings in the basement area of the extension are affected by rot as are the exposed beams at the base of the stairs in the basement. Any timbers adjoining damp areas can become affected by rot which can have serious consequences and again this rot can spread to timbers not presently visible. It is again essential, therefore, that the specialist timber treatment Contractor is asked to report on the extent of this decay and quote for remedial work as necessary.</p>
D8 Internal joinery including windows, doors, staircases, built-in fittings and kitchen fittings	<p>There are fitted cupboards to the dining area and these are in a fair condition. Kitchen fittings are of a cheaper quality, dated and extremely limited and refitting will be beneficial. The fitted wardrobes to the bedrooms are fair. No significant defects were apparent to the staircases. There would appear to be some rot to the window in the front bedroom where some new timber has previously been provided.</p>
D9 Internal decorations <small>(Furnishings have not been moved to confirm the state of covered or hidden decoration, which may be damaged or faded.)</small>	<p>Internal redecorations are fair and redecoration of some areas of the property will be necessary following the recommended repairs.</p>
D10 Cellars and vaults	<p>There is a basement as described.</p>
D11 Thermal insulation	<p>We are not aware of any thermal insulation to the property and as no inspection of the roof space has been undertaken, we cannot confirm whether any is provided in this area.</p>
D1 Services	<p><small>(No tests have been carried out. Only significant defects and deficiencies readily apparent from a casual inspection are reported. Compliance with regulations and adequacy of design conditions or efficiency can only be assessed as a result of a test and you should obtain reports from appropriate specialists before entering into a legal commitment to purchase.)</small></p>
D12.1 Electricity	<p>The property is connected to the mains electricity supply. The meters and consumer unit being located in the lounge. A visual inspection only of the installation has been undertaken and this revealed modern PVC cable to the meters, however, there is older type wiring to the pendant light fitting in the basement of the extension. Some electrical fittings are set in walls significantly affected by damp and in view of these factors, we recommend that the electrical installation is checked by a competent and fully qualified electrician who should quote for remedial work as necessary.</p>
D12.2 Gas	<p>The property is connected to the mains gas supply, the meter being located in a box to the exterior of the rear extension. Such installation should be checked at regular intervals by the appropriate Authority.</p>

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D12.3	Plumbing and heating	The property is connected to the mains water supply, the stop tap being located in the basement. Whilst the majority of plumbing appears to be in modern copper piping, we noted some older lead plumbing in the basement which should be removed and replaced with modern materials. There is adequate pressure to the cold water supply. A Baxi balance flue boiler in the basement provides central heating via traditional radiators. The system was not in operation at the time of our visit and has not been tested, but we have no reason to suspect that it does not work satisfactorily.
D12.4	Sanitary fittings	There is a white bathroom suite installed and is in a reasonable condition. The hot water cylinder is situated in the front bedroom and is not insulated. An electric immersion heater is fitted.
D12.5	Other facilities	None.
E:	COMMON PARTS AND SERVICES	Not Applicable
E1	Extent of inspection	
E2	Condition of common parts	
E2.1	External	
E3	Common services	(See paragraph D12. Your legal adviser should seek assurances that the undermentioned services have been regularly maintained and that there are adequate certificates available.)
E3.1	Water and heating	
E3.2	Lifts	
E3.3	Security system	
E3.4	Fire escapes	
F:	FURTHER ADVICE AND VALUATION	
F1	Road and footpaths (Including side and/or rear.)	Whalley Old Road is made up and adopted by the Highway Authority.

The Home Buyer's Survey and Valuation report is intended for use by a Member of the Royal Institution of Chartered Surveyors or a Member of the Incorporated Society of Valuers and Auctioneers only.

GARSIDE WADDINGHAM HOMEBUYERS *Survey and Valuation*

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F2 Matters apparent from the inspection which should be checked by legal advisers.	
F2.1 Rights of way/ easements/ servitudes/ wayleaves	None Apparent.
F2.2 Road agreements	Not Applicable.
F2.3 In the case of flats, etc., a properly formed management company	Not Applicable.
F2.4 Drains/ sewers liability	None as far as we are
F2.5 Other (E.g.: significant planning or highway proposals if known. Suspected contravention of building regulations possibility of enforcement action and breach of likely planning permission.)	We are not aware of any town planning or other statutory proposals likely to materially affect the value of the property, however, the usual searches and enquiries in this regard should be made by your Solicitor prior to any commitment to purchase.
F3 Matters that might materially affect value, and any further advice	
F3.1 In cases of flats, apparent management problems	Not Applicable.
F3.2 Obvious evidence of serious disrepair/ potential hazard to the property	We would draw your attention in particular to our comments under paragraphs D6 and D7 relating to dampness, its effect upon timbers and infestation by wood boring beetle and D12.1 the electrical installation.
F3.3 Matters not included under F3.1 and F3.2 likely materially to affect the value, and any further advice	In addition, note should be made of our comments under paragraph C1 relating to the render to the chimney stack, C3 rainwater goods, C4 general external render, C5 external joinery, C6 external paintwork, D1 condition of roof timbers, D3 condition of the plaster, D8 internal joinery, D9 internal decorations and D12.3 plumbing.
F4 Paragraphs referring to matters regarding the conditions/hazards requiring immediate attention (You are advised to obtain estimates of the cost of dealing with any matters referred to here before committing yourself to purchase.)	We recommend that the reports indicated in F3.2 above should be obtained prior to any commitment to purchase and that works specified therein should be undertaken immediately.

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F5 Building insurance

(This reinstatement figure must not be confused with the valuations at F6)
(Including any garage and/or outbuildings, site clearance and professional fees, excluding VAT, except on fees.)

F5.1 Estimated current reinstatement cost in its present form (unless otherwise stated)

£85,000 (Eighty five thousand pounds).

F5.2 Approximate total external floor area of dwelling

1,240 Sq Ft.

F6 Open Market Value

(With vacant possession, excluding any development value unless otherwise stated, and excluding the value of carpets, curtains and other sales inducements.)

F6.1 In its existing state

£60,000 (SIXTY THOUSAND POUNDS).

F6.2 As if any works referred to at paragraph F4 had been undertaken satisfactorily

£65,000 (Sixty five thousand pounds).

This report is provided on the terms set out in the Standard Conditions of Engagement for The Royal Institution of Chartered Surveyors/Incorporated Surveyors' Survey and Valuation Report. I have inspected by me, that

Signature of Surveyor

J J Waddingham A.R.I.C.S.

Dated 27-June-1997

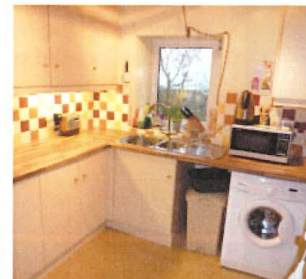
Garside Waddingham
Fleet House
Fleet Street
Preston
PR1 2UT

Appendix 3



1 Whalley Old Road, York Village, Langho, BB6 8DU

£695 PCM Unfurnished



A beautifully presented and deceptively spacious end cottage that has been extended to the side to provide accommodation over four floors. Enjoying a fabulous elevated location in the centre of this popular Ribble Valley village, the cottage also comes with the use of a large garden area, garage and off road parking opposite the property.

- Full of character with exposed beams and open fire
- Lounge plus fitted kitchen
- 2/3 bedrooms plus attic room
- Shower room and separate bathroom
- Useful cellar and store room
- Large garden, garage and parking opposite the cottage
- GCH, mainly double glazed
- Pegs by negotiation, non smokers only

athertons
property lettings

tel. 01200 420100

www.athertons-uk.com

Notes for tenants

Viewings

Viewings of all properties are strictly by appointment with this office.

Appliances

Appliances mentioned in the description have not been tested as to their working condition.

For a full list of contents and appliances please see the property inventory which will be supplied by Athertons for managed properties or by the Landlord for non-managed properties.

Telephone

Where there is a telephone line in the property reconnection will be at the tenant's expense.

Assured Shorthold Tenancy

Unless stated otherwise properties are available on an Assured Shorthold Tenancy for an initial period of 6 months.

Council Tax

Band 'D'

Damage deposit

The successful applicant will be required to pay a Damage Deposit (usually equal to one months rent) which is refundable at the end of the tenancy.

Rent

Unless stated otherwise the rent is exclusive of gas, electricity, oil, water, telephone charges and Council Tax.

In order to be able to rent this property your annual income should be at least 30 times the monthly rent.

Reference checks

On application full reference checks are carried out on each tenant at a charge of £50.

Standard charges

There is a standard charge of £75 for legal tenancy agreements.

Payment of the first month's rent & damage deposit to be paid by banker's draft, building society cheque or cash.

Directions

From our Whalley office turn right along King Street and proceed over the bridge into Billington. Take the sharp left opposite the Judge Walmsley onto Painterwood and proceed up the hill for approximately 1 ½ miles into York Village where No 1 Whalley Old Road is located on the right immediately after the junction with York Lane.

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Property misdescriptions act

ATHERTONS for themselves and for the vendors or lessors of this property whose agent they are, give notice that:

All descriptions, plans, dimensions, references to condition, or suitability for use, and necessary permission for use occupation and other details are given in good faith and are believed to be correct and any intending purchasers or tenants should not rely on them as statements of fact but must satisfy themselves by inspection or otherwise as to the correctness of each of them.

No person in the employment of Athertons has any authority to make or give any representations or warranty whatsoever in relation to the property. These particulars are produced for the sole purpose of enabling prospective purchasers to decide whether they wish to view the property and are set out as a general guide only and do not constitute any part of a contract.

ATHERTONS is the trading name of Athertons Ltd. Registered in England. No 4557215 Registered office King Street, Whalley, Lancashire BB7 9SP



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Appendix 4



Appendix 5

Section G: Additional terms agreed between the landlord and tenant

Section G: Additional terms between the landlord and tenant

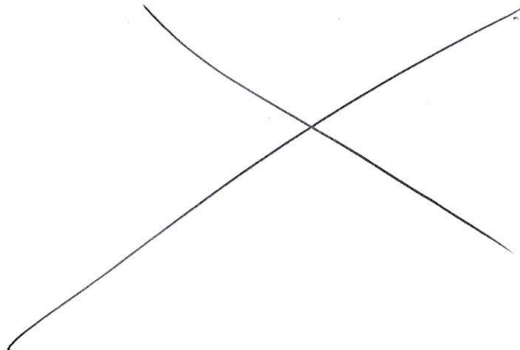
Guidance Note: Additional terms. This space should be used to record any additional terms which have been expressly agreed between the parties to this agreement.

The purpose is to record details that might be specific to this tenancy (e.g. upkeep of the garden, the keeping of pets, retention of keys by the landlord) and it should not be used to contradict other clauses of the agreement or to attempt to limit or restrict legal responsibilities (such as the landlord's repairing obligations). In negotiating any additional terms, landlords should be aware that any such terms must be fair. Terms that are unfair will be unenforceable. The Competition and Markets Authority's guidance called "Guidance on unfair terms in tenancy agreements" can be accessed here:
<https://www.gov.uk/government/publications/unfair-contract-terms-cma37>

(insert details of agreed term)

TENANTS to KEEP THE GRASS of the PLOT MOWN DURING THEIR TENANCY.
LANDLORD to PROVIDE A SUITABLE MOWER PLUS ADEQUATE FUEL
for MOWING. LANDLORD to SERVICE THE MOWER ANNUALLY.

(insert details of agreed term)



Section H: Contact details and service of written notices

Section H: Contact details and service of written notices

Guidance Note: Written notices given under or in connection with the agreement. During the course of the tenancy, the landlord or tenant may need to give the other person a written notice (for instance where a landlord wants to gain access to the property to carry out repairs or where the tenant wishes to request the landlord's consent to keep a pet at the property – please see the guidance note on keeping pets on page 29 for further details). As such, it is important that prior to signing the agreement the parties agree how those notices are to be given and provide each other with the correct contact details. Landlords are required by law (section 48 of the Landlord and Tenant Act 1987) to give an address for these purposes (which can be their agent's address if the property is being managed by an agent). Additionally, this section has been drafted so as to allow landlords and tenants to agree that certain notices given under or in connection with the agreement may be sent via email, except a notice given by the landlord under section 8 (notice of proceedings for possession) or section 21 (recovery of possession on expiry or termination of assured shorthold tenancy) of the Housing Act 1988 which should always be given to the tenant in hard copy at the property.

1 THE LANDLORD'S OR AGENT'S CONTACT DETAILS AND SERVICE OF NOTICES ON THE LANDLORD

Service of written notices by post or delivery by hand

- 1.1 The Landlord agrees that any notices given under or in connection with this agreement which are required to be given in writing may be served on the Landlord either by being left at the address given below or by being sent to that address by first class post. Notices shall be taken to be received the day after being left at the property or the day after posting.

The address for service of written notices and other documents on the Landlord is:

[REDACTED]

(insert address and where this is the landlord's agent's address, the name of the agent)

Service of written notices by email

[REDACTED]

Section H: Contact details and service of written notices

1.2 The Landlord ~~does~~ / does not (*delete as appropriate*) agree that any notices given under or in connection with this agreement which are required to be given in writing may, alternatively, be sent by email. Notices sent by email shall be taken to be received the day after being sent. The Landlord's / ~~agent's~~ (*delete as appropriate*) email address for these purposes is:

[REDACTED]

(insert landlord's or agent's email address if landlord wishes to agree to service by email)

Landlord's or Agent's Emergency contact details

1.3 The Landlord's / ~~agent's~~ (*delete as appropriate*) telephone number is:

[REDACTED]

2 THE TENANT'S CONTACT DETAILS AND SERVICE OF NOTICES ON THE TENANT

Service of written notices by post or delivery by hand

2.1 The Tenant agrees that any notices given under or in connection with this agreement which are required to be given in writing may be served on the Tenant during the Tenancy either by being left at the Property or by being sent to the Tenant at the Property by first class post. Notices shall be taken to be received the day after being left at the Property or the day after posting.

Service of written notices by email

2.2 The Tenant does / does not (*delete as appropriate*) agree that any notices given under or in connection with this agreement which are required to be given in writing may, alternatively, be sent by email (except as set out in clause H2.3 below). Notices sent by email shall be taken to be received the day after being sent. The Tenant's email address for these purposes is:

[REDACTED]

(insert Tenant's email address if agreeing to service by email).

2.3 Any notice given under section 8 (notice of proceedings for possession) or section 21 (recovery of possession on expiry or termination of assured shorthold tenancy) of the Housing Act 1988 must always be given to the Tenant in hard copy in accordance with clause H2.1 above.

Tenant's Emergency contact details

[REDACTED]

Section I: Signature

Section I: Signature

Guidance Note: Signature by the parties and requirement for witnesses.
 Tenancies for terms of more than 3 years must be executed as deeds. Tenancies granted for terms of 3 years or less may be executed as deeds but do not have to be. Executing a tenancy as a deed requires that the tenancy agreement contains wording specifying that it is being executed as a deed and requires that an adult witnesses each of the parties' signatures. The witness must be someone other than one of the parties themselves. **If your agreement is for three years or less and you do not want to execute the agreement as a deed, you do not have to have the signatures witnessed and should delete the wording at the top of the signature block.**

If you are filling this agreement in online, you should print it off before signing it.

Signed and executed as a deed by the following parties (delete this wording if the agreement is not being signed and executed as a deed – see guidance note above):

Tenant 1		Witness	
Signature:	.....	Signature:	.....
Full name (block capitals):	.....	Full name (block capitals):	.....

Address:	1 WHARLEY OLD RD, YORK VILLAGE,	Address:	3 LEYS CLOCC
Date:	LANGTON SS2 8SU	Date:	WISWALL
			22/9/24

Tenant 2		Witness	
Signature:	.....	Signature:	.....
Full name (block capitals):	.....	Full name (block capitals):	.....

Address:	1 WHARLEY OLD RD YORK VILLAGE	Address:	
Date:	LANGTON SS2 8SU	Date:	

Tenant 3		Witness	
Signature:	.....	Signature:	.....
Full name (block capitals):	.....	Full name (block capitals):	.....

Address:		Address:	
Date:		Date:	

(please turn over for Landlord and Witness signatures)

Section I: Signature

(insert additional signature blocks if there are more than 3 tenants)

Landlord	[Redacted]	Witness	[Redacted]
Signature:	[Redacted]	Signature:	[Redacted]
Full name (block capitals):	[Redacted]	Full name (block capitals):	[Redacted]

Address: 3 LEYS HOUSE WISNELL CHIMEROE	Address:
Date: 28.7.2018	Date: .

(insert additional signature blocks if there is more than 1 landlord)

Annex 3: Further guidance on landlord's break clause for the purpose of selling the property

Annex 3: Further guidance on landlord's break clause for the purpose of selling the property

1. Clause F5 enables the landlord to bring the tenancy to an end if he intends to sell the property and follows the procedure set out in the clause.
2. That procedure can be explained as follows:
 - The landlord decides that he needs to sell the property with vacant possession.
 - As long as at least two months of the fixed term have passed, the landlord may serve a written notice on the tenant stating his intention to market the property for sale.
 - Within 4 months of serving that first notice on the tenant, the landlord must genuinely put the property on the market for sale (for instance by engaging the services of an estate agent) and must serve a further notice (which is called the break notice) on the tenant. If the landlord does not do this within the 4 month period, the first notice he served on the tenant will be of no effect and the landlord will have to start the process again if he still wants to sell the property.
 - The break notice which the landlord serves on the tenant must specify the date on which the tenancy will end. This date must be at least four months after the date on which the landlord served the first notice and at least 2 months after the date on which the break notice is served on the tenant. This means that tenants are given at least 4 months' warning that the landlord may bring the tenancy to an end early under this clause.
 - The break notice which the landlord sends to the tenant must also be accompanied by evidence that the property is genuinely being marketed for sale, for instance evidence that the landlord has entered into a contract with an estate agent who is actively marketing the property.
 - If the landlord follows the procedure correctly, the fixed term tenancy will come to an end on the date specified in the break notice. To be able to seek possession of the property through the courts after the date specified in the break notice, the landlord will need to ensure that the break notice complies with section 21 of the Housing Act 1988 or, alternatively, a separate section 21 notice will also need to be given to the tenant.

Appendix 6

- 8.18 Washing**
Not to hang any washing, clothes or other articles outside the Premises or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.
- 8.19 Costs and charges**
- 8.19.1** To protect the Landlord from loss arising from a claim that may be brought against the Tenant as a consequence of a breach by the Tenant of any covenant contained in this Agreement. Such loss shall be deemed to include any charges which the Landlord may reasonably incur in connection with proceedings in a court of law against the Tenant but without prejudice to a Tenant's right to have such costs assessed by the relevant court.
- 8.19.2** To indemnify the Landlord for any loss incurred by the Landlord or his Agent resulting from the dishonouring of any cheque issued by the Tenant or by a third party on the Tenant's behalf or for any loss arising from the cancellation or non-completion of a standing order payment by the Tenant or the Tenant's bankers.
- 8.20 Refuse**
To remove all rubbish from the Premises and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.
- 8.21 Smoking**
Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises, without the Landlord's prior written consent which shall not be unreasonably withheld.
- 8.22 Garden**
To keep the garden in the same character, weed free and in good order and to cut the grass at reasonable intervals during the growing season.
- 8.23 Inventory and check-out**
The Tenant shall indemnify the Landlord or Landlord's Agent for any loss arising from the failure of the Tenant to keep a mutually agreed appointment to complete the check-out procedures at the termination or sooner ending of the Tenancy which, for the avoidance of doubt, shall include indemnifying the Landlord or Landlord's Agent for any costs incurred in arranging a second check-out appointment. If the Tenant does not keep the second appointment, any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Tenant. Should the Landlord or his Agent fail to attend such appointment, the Tenant's reasonable costs incurred in attending the Premises will be met by the Landlord.
- 8.24 Notices**
To promptly forward to the Landlord or his Agent any notice of a legal nature delivered to the Premises touching or affecting the Premises, its boundaries or neighbouring properties.
- 8.25 Headlease**
If applicable to observe all of the non-financial covenants on the part of the Landlord (as lessee under the headlease) as set out in the headlease of the Premises a copy of which has been provided to the Tenant prior to the date of this Tenancy.

LOWER ROOM 2		
Floor	Brown carpet and underlay	Very poor condition (Ironburn) ✓
Walls	Painted Magnolia	Freshly painted
Ceiling	Painted Magnolia	Freshly painted
Radiator	1	Working
Valves	2	
Light fittings	1 centre chrome with 3 spots	Working
Doors	1 stained brown	Freshly stained
Handles	2	2 mortice locks
Windows	2 white UPVC DG	
Woodwork	Painted white gloss	Freshly painted
Curtains	2 pairs Red curtains 2 pairs of Red tiebacks 1 curtain pole white 1 curtain rail white	NO curtains or pole.
Boiler	1 Baxi gas combi boiler	Working ✓
Furniture	2 brass taps 1 double and 1 single socket 1 wooden hook 1 wooden coat rack with 4 hooks 1 Fire Angel CO monitor	Working Working Working - out of date (we repaired)

GENERAL ITEMS	PATTERN/COLOUR/DESCRIPTION	CONDITION
Outside front	Flagged steps with shrubs and wooden gate ✓ 1 plant pot ✓	
Outside side	Beech hedge with stone chippings 1 washing spike	
Outside rear	Stone chippings ✓ 1 border with plants ✓ 1 galvanised coal bunker ✓ Gas meter ✓ Outside brass tap ✓ 2 washing hooks ✓ Green metal gate ✓	
Refuse bins	1 green ✓ 1 red ✓ 1 blue ✓ 1 paper sack NO SACK.	
Garage	1 padlock ✓ 1 Mountfield petrol mower 3 green plastic fuel containers 1 red metal fuel container ✓ 1 Stihl strimmer Strimmer tools/parts not used. 1 metal/wooden bench ✓ 1 metal table and 2 chairs/cushions 1 wooden bench ✓ 1 rotary washing line ✓ NO used.	Working - not used (got our own). Working - not used. Good condition Good condition - not used cushions. Good condition

Appendix 7







