



DEVASSESS™
PREMIUM
RESIDENTIAL

RISK

The risk of development being undertaken within 75m from the boundaries can be considered:

Property:

Sample, Milford On Sea, Lymington, SO41

Date of Report:

13/05/2025

Order Number:

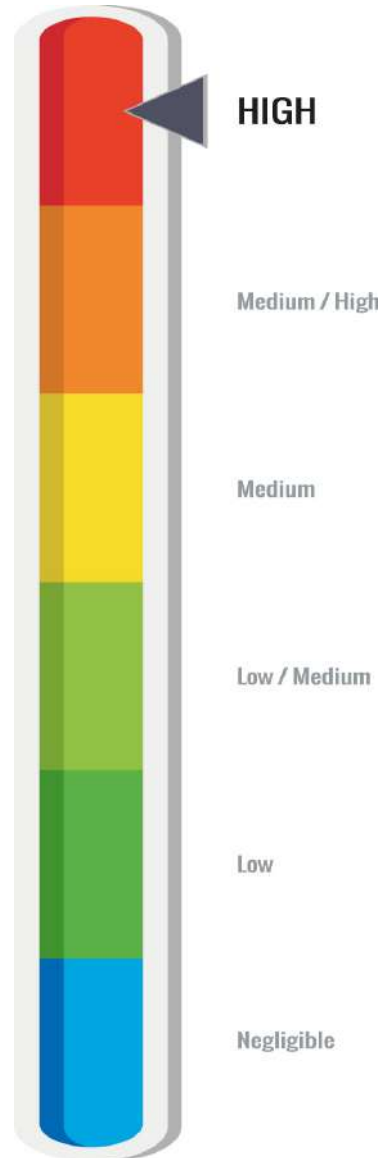
DAC DA 06 sample_10_25

Your Reference:

sample_10_25

Our Reference:

DAC8478



HELPDESK

If you require assistance please contact our helpline:

01342 890010

helpdesk@devassist.co.uk

Valuation risk

NO

KEY FINDINGS

There are development risks in the vicinity of the property address given. The likelihood of these sites being developed is low/medium and high. Please see attached plan for location of the sites.

Please note: Sites identified as suitable for development may not be under current planning policy. As planning policies evolve or change, further development opportunities or risks may arise. They may also remove sites from being vulnerable to development. This report is a prediction of where development may take place, but cannot be guaranteed what will or will not occur in the future.

Are there potential development sites identified within 75m of the site boundary?

YES

Are there major planning applications that will impact the subject property?

YES

Are any important views that the subject property enjoys going to change?

YES

Is there any SHLAA site identified within 75m of the site boundary?

YES

Is there any allocated land identified within 75m of the site boundary?

NO

Is the Local Planning Authority able to identify a 5 year housing land supply?

NO

Is the immediate area currently under threat from development?

YES

Does the subject property have any development potential?

NO

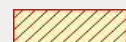
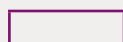
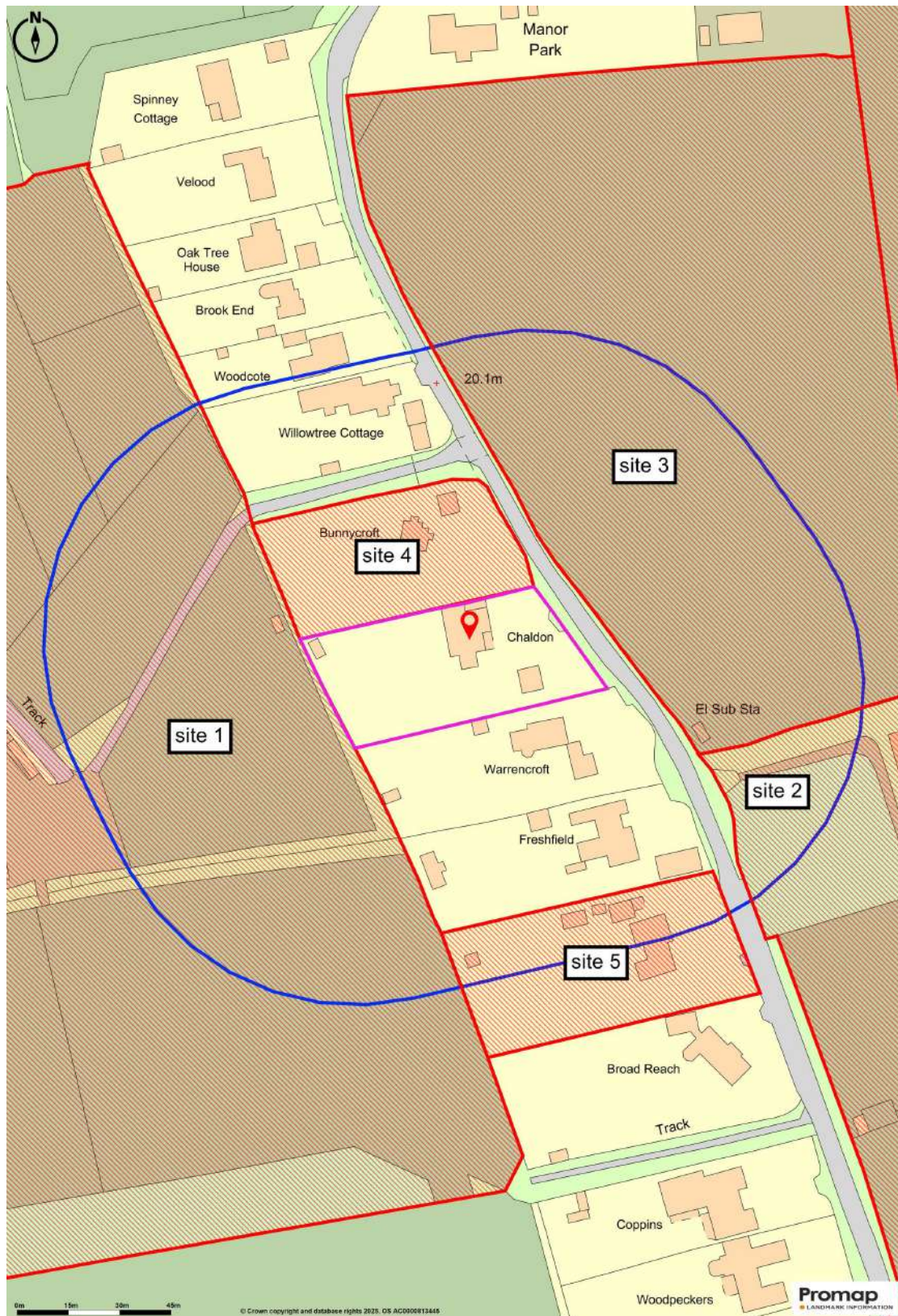
On the date of this report is there any development risk that may negatively affect a valuation on the subject property?

NO



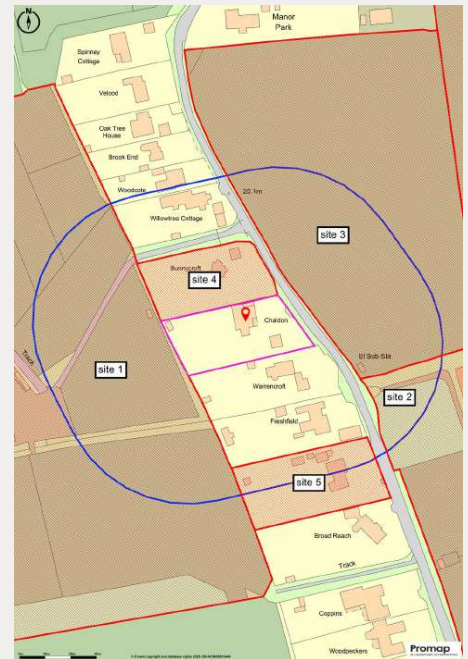
Sample, Milford On Sea, Lymington, SO41





Identified Development Opportunities

Site	Size (acres)	Site Capacity	Development Risk	Impact if Developed
1	21.99	198 houses or 484 flats	Low / Medium	Negative
2	29.52	170 houses	High	Significant
3	5.84	53 houses or 128 flats	Low / Medium	Negative
4	0.61	5 houses or 13 flats	Low / Medium	Significant
5	0.77	7 houses or 17 flats	Low / Medium	Minor



On those sites that do not yet have planning history the table above provides typical density guidance only.
 Densities may be higher in certain locations and lower in others.

Current Zoning in Local Plan

The land is zoned as outside the settlement area of New Forest District Council. There is a general presumption against development in such areas. The area is zoned as Green Belt. New build development in such areas would not be looked favourably upon and will be resisted. Some rural exceptions, such as affordable housing, may be allowed. These are very rare.

5 Year Housing Supply

New Forest District Council are not currently able to demonstrate the required 5 year supply of housing land. There is therefore a presumption in favour of any development that can be defined as sustainable according to the criteria laid out in the National Planning Policy Framework. We are aware that hostile planning applications for housing on greenfield land are being submitted in this district. Further information is available on page 20.

Gypsy & Traveller Sites

We have searched the Local Planning Authorities website for information concerning potential or existing Gypsy and Traveller Sites. No relevant information was found.

Infrastructure Projects

No infrastructure projects have been found that could negatively impact the subject property.

General View on Area

A number of the properties in the area may be suitable for demolition and replacement with a more substantial detached dwelling. One for one developments of this nature are very unlikely to negatively impact the subject property but are becoming increasingly common in such areas.

It should be considered that this council does not have a five year supply of housing. This means that technically any application for housing should be approved. All land is vulnerable to applications until the council can show that it has a defendable five year supply.

You should consider the impact of these sites before committing to purchase this property.



Site 1 has been assessed through the Strategic Housing Land Availability Assessment (SHLAA) process as a potential location for development. The site was found to be unsuitable for development. This indicates that whilst the owner may be keen to develop the land, the Local Planning Authority are unlikely to grant planning permission. It should be noted that this land could be promoted again in the future. The site can be considered a low/medium risk of development. If developed the site may have a negative impact on the subject property. If development was to be attempted on this site and you were not supportive we would recommend you request more detailed reports on the application site title from your solicitor. Whilst this would reasonably incur an extra legal fee it may uncover a covenant that may control the development potential of this land.



Site Plan

Site Location Plan (not to scale)

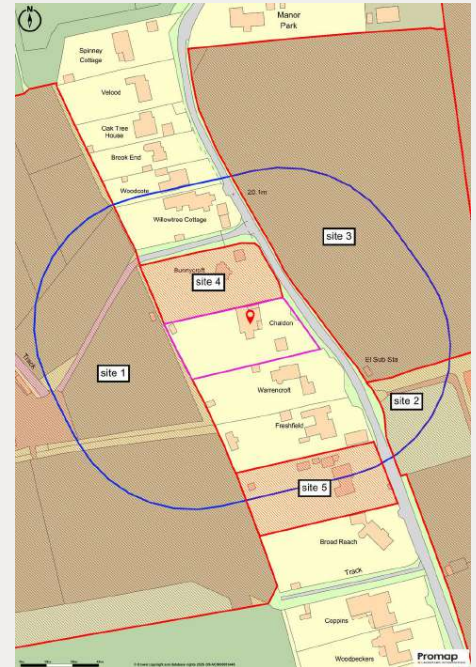




Site Assessment

Settlement	Milford on Sea		
Site Name	Land at Forest Farm	Site Reference	SHLAA_MILF003
Current Use	Agricultural Grassland	Site Area (Ha)	8.9
Planning Status	None		
Suitability for Housing			
Access/Location al Considerations	This site is an area of agricultural grassland on to the north of Milford on Sea. The site appears able to provide an access. The site adjoins a row of large detached residential properties to the east.		
Environmental / Physical Constraints			
Nature Conservation	The site is within 2km of the Solent and Southampton Water Natura 2000 sites		
Designated Heritage Assets	None visible		
Policy Constraints	- This site is located in Green Belt which strongly meets the purposes of the Green Belt - The northwest corner of the site is within a minerals safeguarding area - Outside the defined built-up area		
Availability	The site has been promoted and is available.		
Achievability	The achievability of the site is unknown.		
Overall Site Conclusion	Not suitable as this site is located in Green Belt which strongly meets the purposes of the Green Belt.		
Estimated Housing Numbers (net)	N/A		
Timescales	N/A		

Site 2 is the subject of an undetermined planning application that is currently pending a decision. The application submitted under reference number 23/10476 is for up to 170 homes and other associated works, including landscaping, Alternative Natural Recreational Greenspace and open space; principal vehicular accesses from Manor Road. The application has a good chance of being approved and can be considered a high risk of development. If developed the site will have a significant impact on the subject property. Relevant plans of the proposed development are attached for your consideration. The site is allocated for development in the Local Plan.



Proposed Plan



Runway: T. 01704 947703
Portfolio: T. 01715 407000
www.thrivearchitects.co.uk

Rev	Description	Date	By	Chk
1	Initial design	20/08/23	TH	TH
2	Revised design	21/08/23	TH	TH
3	Final design	22/08/23	TH	TH

Project: Manor Road, Millford-on-Sea, Hampshire
Drawing: Illustrative Master Plan

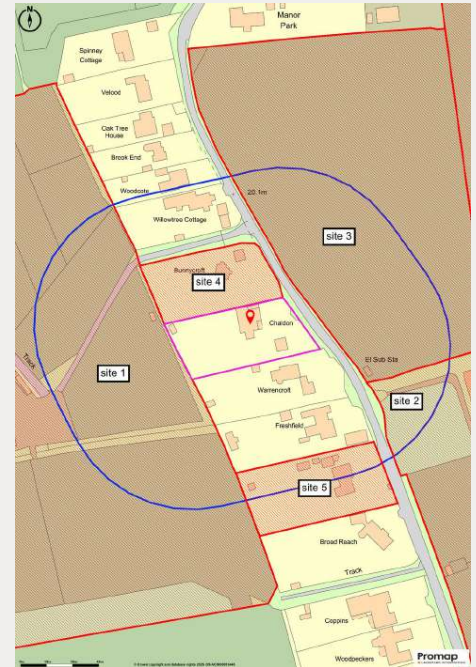
Client	Project Manager	Date
MANOR ROAD	MANOR ROAD	20/08/23
MANOR ROAD	MANOR ROAD	21/08/23
MANOR ROAD	MANOR ROAD	22/08/23



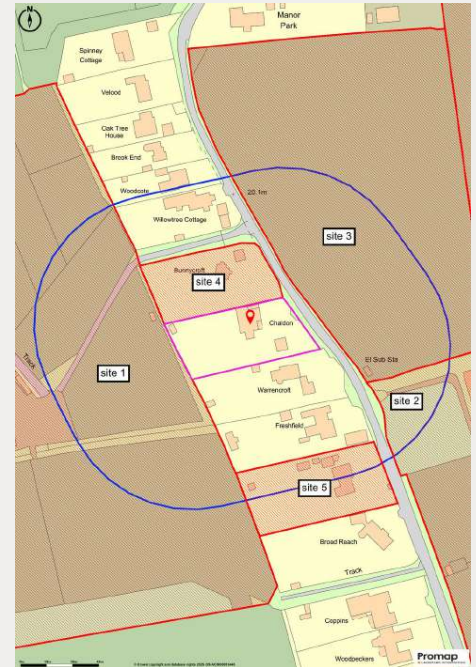
Elevations



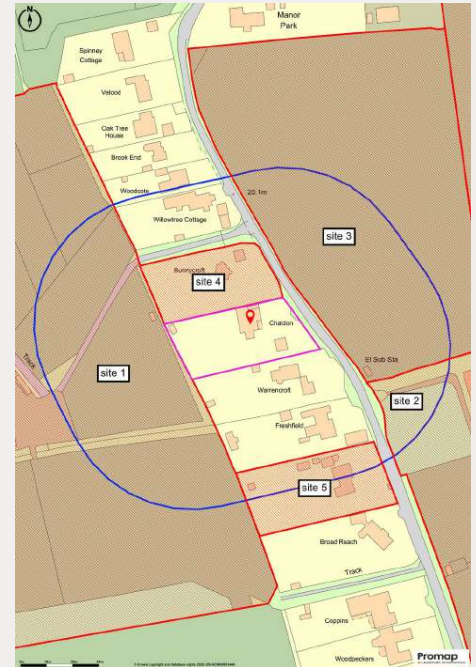
Site 3 shows some potential to be promoted for development. This would either require promoting the site through the local plan or submitting an application for development. Promotion of land through the local plan is a uncertain, long and expensive process but has become increasingly common since the introduction of the National Planning Policy Framework. Planning applications for new build development on greenfield land, outside existing settlements, are now sometimes permitted. These are generally in councils that have failed to provide a proven five year supply of housing. If you are concerned about such a development we strongly suggest that you contact the Local Council's Planning Department and ask specifically if any such proposals have been discussed. In the spirit of being thorough we would recommend that you ask your solicitor to examine the relevant title documents to establish whether any developer has registered a caution against this land. The presence of a caution on the title should be taken as evidence that a developer has also recognised that the land has development potential. You should expect additional charges from your solicitor if you require these investigations to be undertaken. The land is close to the edge of an existing settlement. Almost all settlements at some point have to be considered for expansion to provide for the growing need for homes. As such the risk of development will always be present in these locations. We consider the land a low/medium risk of development. If developed the site may have a negative impact on the subject property. If development was to be attempted on this site and you were not supportive we would recommend you request more detailed reports on the application site title from your solicitor. Whilst this would reasonably incur an extra legal fee it may uncover a covenant that may control the development potential of this land.



Site 4 has no relevant planning history and can be considered a low/medium risk of development. If developed the site will have a significant impact on the subject property. If development was to be attempted on this site and you were not supportive we would recommend you request more detailed reports on the application site title from your solicitor. Whilst this would reasonably incur an extra legal fee it may uncover a covenant that may control the development potential of this land.



Site 5 has no relevant planning history and can be considered a low/medium risk of development. If developed the site is unlikely to have a significant impact on the subject property.



Development Potential / Alternative Use of the Property

None

Site Size:

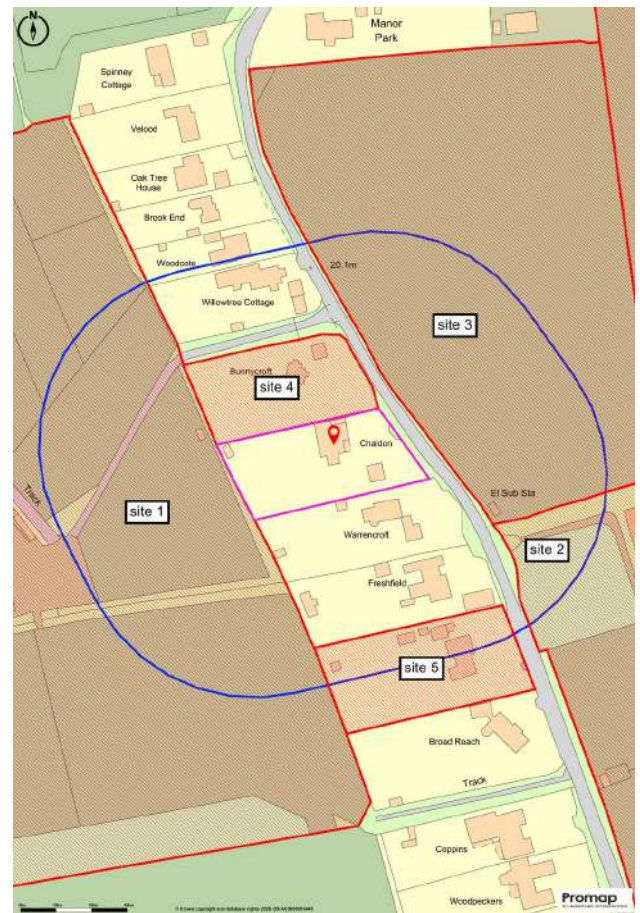
0.61 Acres

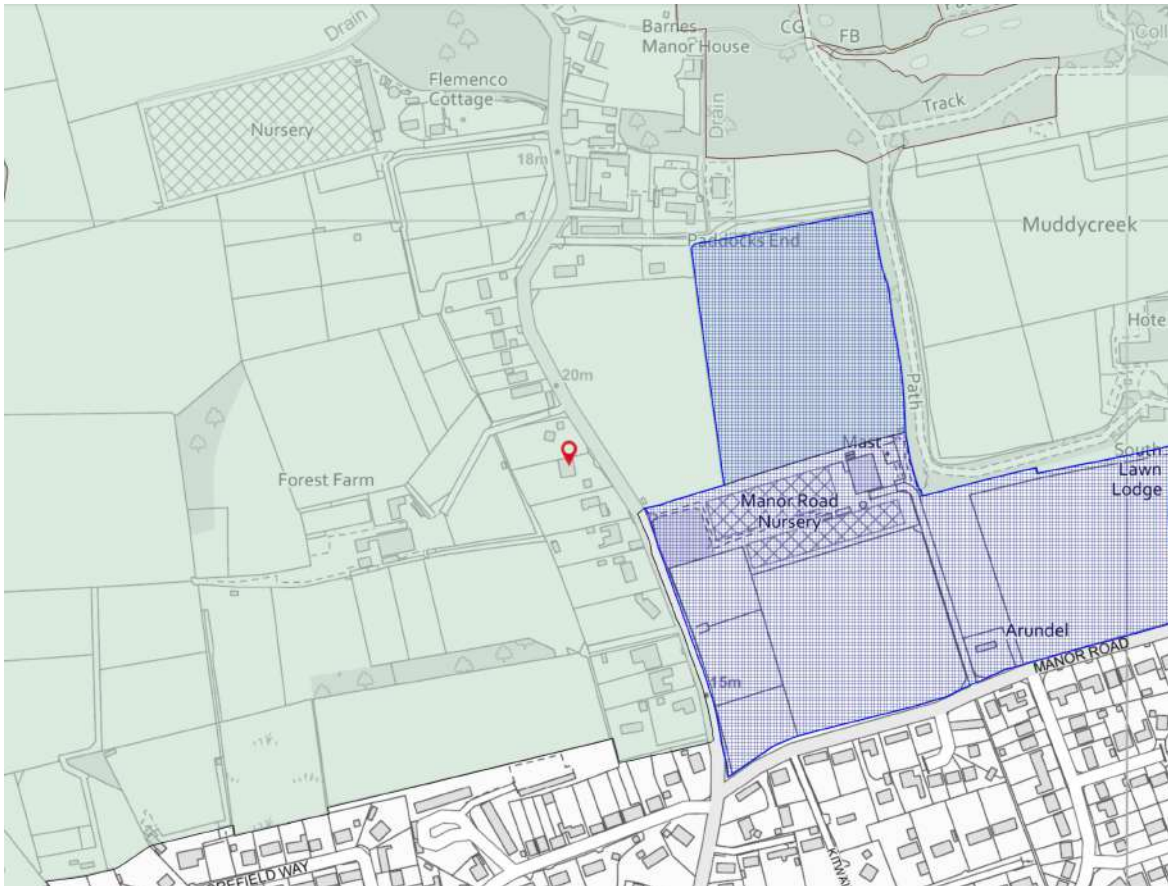
0.25 Hectares

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

The planning history of the subject property is attached for your consideration.

All the land is outside the defined settlement where the presumption is against development. Development would therefore be resisted by the council. That said given that the council have failed to find an adequate supply of housing there would be a window of opportunity to promote the land for development. Strictly speaking the council would have to support such an application as the benefit to housing supply would outweigh any harm. On balance though we still see such a proposal as highly speculative and is more likely to fail than succeed.





Built up area



Strategic Development Sites



Built up area



Development Sites



Sites where special policies apply



SSSI



Sites where special policies apply



SSSI



Green Belt



AONB



Green belt



AONB



Historic Landscape



SPA



Historic Landscape

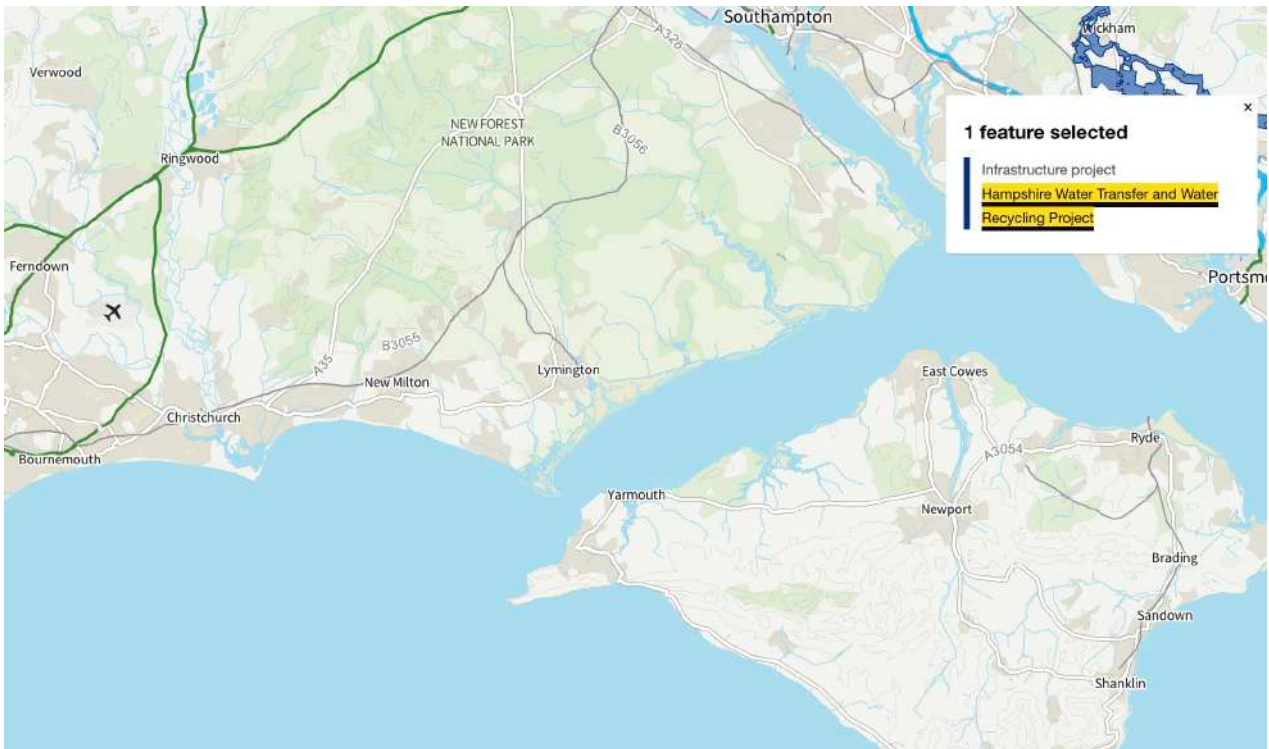


SPA



Site Location Plan (not to scale)







Hampshire Consortium GTAA – May 2017

New Forest District Council

Site/Yard	Authorised Pitches or Plots	Unauthorised Pitches or Plots
Public Sites		
None	-	-
Private Sites with Permanent Permission		
Blossom Farm, Ower	1	-
Bury Brickfields, Marchwood	20	-
Four Oaks, Ringwood	1	-
Lake View, Ringwood	1	-
The Paddocks, Wellow	2	-
Private Sites with Temporary Permission		
None	-	-
Tolerated Sites – Long-term without Planning Permission		
None	-	-
Unauthorised Developments		
None	-	-
TOTAL PITCHES	25	0
Authorised Travelling Showpeople Yards		
50A Hammonds Green, Totton	3	-
59 Hammonds Lane, Totton	1	-
Unauthorised Travelling Showpeople Yards		
Commercial Road, Totton	-	4
59 Hammonds Lane, Totton	-	3
TOTAL PLOTS	4	7
Transit Provision		
Little Testwood Farm, Totton (private)	12	-



No Listed Buildings have been identified





Five-year housing land supply assessment for the period 2024/25 to 2028/29

2.26. This assessment set out in Table 6 below shows that the Council cannot demonstrate a five-year housing land supply for the period 2024/25 to 2028/29 with the supply being 2.39 years. Table 7 overleaf shows the housing trajectory and the specific sites that are included within the five-year housing land supply period and the justification for their inclusion.

Table 6: Five-Year Housing Land Supply Calculation for the period 2023/24-2027/28

A	Homes that should have been delivered prior to start of five-year housing land supply period ((300 x 5) + (400 x 3))	2,700
B	Actual completions in the eight years prior to start of five-year housing land supply period	2,179
C	Shortfall to date against the housing delivery requirement (Shortfall to be made up entirely within five-year housing land supply period – Sedgefield Approach)	521
D	Five-Year Housing Target 2024/25-2028/29 based on Stepped Housing Target set out in Policy STR5 of the Local Plan 2016-2036 Part 1 (2 years at 400 homes per annum + 3 years at 700 homes per annum)	2,900
E	Five-Year Housing Target 2024/25-2028/29 (including past delivery shortfall) (2,900 + 519)	3,421

⁹ <https://www.newforest.gov.uk/media/355/inspectors-report-local-plan-examination/pdf/inspectors-report-local-plan-examination.pdf?m=637232374008100000> (Paragraph 259)

11

Five-year Housing Land Supply Statement | Planning | February 2025

F	Buffer applied	20%
G	Total Five-Year Housing Requirement 2024/25-2028/29 including 20% buffer (3,419 x 1.20)	4,105
H	Identified Five-Year Housing Supply over the period 2024/25-2028/29	1,966
I	Years Housing Land Supply for the period 2024/25-2028/29 ((H/G) x 5)	2.39

Source: Local Planning Authority Housing Land Supply Statement



PLANNING HISTORY OF SUBJECT PROPERTY

Property History

[Help with this page](#)

100060473770 | CHALDON, BARNES LANE, MILFORD-ON-SEA, LYMINGTON, SO41 0RR

[Back to search results](#)

[Print](#)

[Address](#) [Property History \(5\)](#) [Constraints \(2\)](#)

Planning Applications (5)

- [Car port \(retrospective application\)](#)
Ref. No: 07/91285 | Status: Decided
- [Single-storey side extension \(Lawful Development Certificate that permission is not required for ...\)](#)
Ref. No: 12/99104 | Status: Decided
- [Single-storey side extension](#)
Ref. No: 12/99317 | Status: Decided
- [Extension to garage](#)
Ref. No: 15/10536 | Status: Decided
- [Variation of Condition 2 of Planning Permission 15/10536 to allow amended plan numbers - 01-D,05-...](#)
Ref. No: 15/11414 | Status: Decided

Planning Appeals (0)

Planning Enforcements (0)

Properties (0)

National Policy on Green Belt

- 79. The Government attaches great importance to Green Belts. The fundamental aim of Green Belt policy is to prevent urban sprawl by keeping land permanently open; the essential characteristics of Green Belts are their openness and their permanence.
- 80. Green Belt serves five purposes:
 - o to check the unrestricted sprawl of large built-up areas;
 - o to prevent neighbouring towns merging into one another;
 - o to assist in safeguarding the countryside from encroachment;
 - o to preserve the setting and special character of historic towns;
 - o and to assist in urban regeneration, by encouraging the recycling of derelict and other urban land.
- 81. Once Green Belts have been defined, local planning authorities should plan positively to enhance the beneficial use of the Green Belt, such as looking for opportunities to provide access; to provide opportunities for outdoor sport and recreation; to retain and enhance landscapes, visual amenity and biodiversity; or to improve damaged and derelict land.
- 82. The general extent of Green Belts across the country is already established. New Green Belts should only be established in exceptional circumstances, for example when planning for larger scale development such as new settlements or major urban extensions. If proposing a new Green Belt, local planning authorities should:
 - o demonstrate why normal planning and development management policies would not be adequate;
 - o set out whether any major changes in circumstances have made the adoption of this exceptional measure necessary;
 - o show what the consequences of the proposal would be for sustainable development;
 - o demonstrate the necessity for the Green Belt and its consistency with Local Plans for adjoining areas;
 - o and show how the Green Belt would meet the other objectives of the Framework.
- 83. Local planning authorities with Green Belts in their area should establish Green Belt boundaries in their Local Plans which set the framework for Green Belt and settlement policy. Once established, Green Belt boundaries should only be altered in exceptional circumstances, through the preparation or review of the Local Plan. At that time, authorities should consider the Green Belt boundaries having regard to their intended permanence in the long term, so that they should be capable of enduring beyond the plan period.
- 84. When drawing up or reviewing Green Belt boundaries local planning authorities should take account of the need to promote sustainable patterns of development. They should consider the consequences for sustainable development of channelling development towards urban areas inside the Green Belt boundary, towards towns and villages inset within the Green Belt or towards locations beyond the outer Green Belt boundary.
- 85. When defining boundaries, local planning authorities should:
 - o ensure consistency with the Local Plan strategy for meeting identified requirements for sustainable development;
 - o not include land which it is unnecessary to keep permanently open;
 - o where necessary, identify in their plans areas of 'safeguarded land' between the urban area and the Green Belt, in order to meet longer-term development needs stretching well beyond the plan period;
 - o make clear that the safeguarded land is not allocated for development at the present time. Planning permission for the permanent development of safeguarded land should only be granted following a Local Plan review which proposes the development;
 - o satisfy themselves that Green Belt boundaries will not need to be altered at the end of the development plan period;
 - o and define boundaries clearly, using physical features that are readily recognizable and likely to be permanent.
- 86. If it is necessary to prevent development in a village primarily because of the important contribution which the open character of the village makes to the openness of the Green Belt, the village should be included in the Green Belt. If, however, the character of the village needs to be protected for other reasons, other means should be used, such as conservation area or normal development management policies, and the village should be excluded from the Green Belt.
- 87. As with previous Green Belt policy, inappropriate development is, by definition, harmful to the Green Belt and should not be approved except in very special circumstances.
- 88. When considering any planning application, local planning authorities should ensure that substantial weight is given to any harm to the Green Belt. 'Very special circumstances' will not exist unless the potential harm to the Green Belt by reason of inappropriateness, and any other harm, is clearly outweighed by other considerations.
- 89. A local planning authority should regard the construction of new buildings as inappropriate in Green Belt. Exceptions to this are:
 - o buildings for agriculture and forestry; provision of appropriate facilities for outdoor sport, outdoor recreation and for cemeteries, as long as it preserves the openness of the Green Belt and does not conflict with the purposes of including land within it;
 - o the extension or alteration of a building provided that it does not result in disproportionate additions over and above the size of the original building; the replacement of a building, provided the new building is in the same use and not materially larger than the one it replaces;
 - o limited infilling in villages, and limited affordable housing for local community needs under policies set out in the Local Plan; or limited infilling or the partial or complete redevelopment of previously developed sites (brownfield land), whether redundant or in continuing use (excluding temporary buildings), which would not have a greater impact on the openness of the Green Belt and the purpose of including land within it than the existing development.

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Investigations undertaken to compile this report:

1. Professional analysis of Ordnance Survey to identify development opportunities.
2. A desk top inspection of the aerial maps over the identified area.
3. An Assessment of land marketed for sale for development purposes over the last 3 years (sources Estates Gazette and Property Week).
4. Inspection of the Local Plan.
5. Inspection of emerging local policy documents and Neighbourhood Plan (where available).
6. Inspection of Strategic Housing and Economic Land Availability Assessment (SHELAA) (where available).
7. Study of attached planning data to establish which major applications may affect the searched property within the studied area (usually 75m).

The choices this report presents

This report seeks to establish the development opportunities that exist near the subject property. This is not a valuation or feasibility. Its purpose is to find development risks and any nuisance that may impact the subject property. This could be a financial risk, construction nuisance or the loss of an important view. It may also find development potential that may benefit the subject property.

You can use this information to decide whether to buy the property, conscious of what may happen in the future. Your property may sit within a conservation area and, as such, any development may not be favourably looked upon. It may sit next to green belt that is vulnerable to rezoning for development. It may be next to some large land masses that have development potential. Perhaps the property you propose to buy could itself have an involvement in a development with great financial benefit to you. It may of course have none of the above and you have bought some peace of mind.

Please note that not all identified sites will be developed as landowners may not sell, or for other reasons that could make the development non-viable. Some planning policies may also change and evolve that makes development either less or more likely. We advise you make an informed decision by assessing these risks.

Finally, please note that we cannot always identify single dwellings that are replaced with a more substantial dwelling. One for one replacement's are generally not economic. When there is a buyer with a special interest, however, the economics are sometimes not considered relevant. Some properties may be converted into flats which again is almost impossible to predict. Planning is a subject where you can never say 'never'! There may always be situations when planning permission is considered acceptable.

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

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- Members will audit their own practices on an annual basis to ensure they remain compliant with the Code and continue to meet these Standards of exemplary service and delivery
- Members will provide updates to both the Code and Standards as necessary to ensure the reports produced and service remains in line with changes in the industry

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- Complaints will be acknowledged within 5 working days of receipt and where possible, responded to in full within 20 working days of receipt
- You will be advised of any delay in responding to your complaint or the need for additional information or time to consider and respond to your complaint
- It is a requirement that Members subscribe to The Property Ombudsman (TPO) Scheme for complaint redress more information about which can be found at www.tpos.co.uk

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TPOS Contact Details:

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



SUPPLIED PLAN



TERMS & CONDITIONS

1. Definitions

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

1.1 "Client" means the seller, buyer, potential buyer, owner or lender in respect of the Property who is the intended recipient of the Report notified in writing to us.

1.2 "Company" means a company registered at Companies House in respect of which DevAssist has been instructed to provide a Service.

1.3 "Intellectual Property Rights" means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property right.

1.4 "Literature" means DevAssist brochures, price lists and advertisements in any type of media, including the content of the Website.

1.5 "Order" means the request for Services by You.

1.6 "Property" means an address or location for which DevAssist provides a Service.

1.7 "Report" means the report prepared by DevAssist in respect of the Property.

1.8 "Service(s)" means the supply of services by DevAssist to You including but not limited to property searches, reports and photographs, and other services from time to time and includes our instructions to a Supplier, on your behalf and the dissemination of the information subsequently provided by the Suppliers.

1.9 "Supplier" means any organisation or third party who provides data or information of any form to DevAssist for the purposes of providing the Services.

1.10 "Terms" means these terms and conditions of business.

1.11 "Website" means our websites located at www.devassist.co.uk

1.12 "We", "Us", "Our" DevCheck, DevAssess, DevHelp, DevAssist are references to DevAssist Ltd a company incorporated in England and Wales with registered number 07915521 England and whose registered office is situated at 73 Church Rd, Hove, East Sussex, BN3 2BB.

1.13 "You" and "Your" are references to the individual, company, partnership or organisation who accesses the Website or places an Order.

2. Agreement

2.1 The agreement between You and DevAssist shall come into existence when DevAssist accepts your completed Order.

2.2 These Terms, as maybe varied from time to time, shall govern the agreement between You and DevAssist to the exclusion of all other terms and conditions.

2.3 By submitting an Order, you shall be deemed to have accepted these Terms and You agree to be bound by these Terms when You place any Order. Your continued use of the Services shall amount to your acceptance of any variations to these Terms.

2.4 These Terms together with the Literature and Order comprise the whole agreement relating to the supply of the Services to You by DevAssist You have not relied upon any representations save insofar as the same have been expressly incorporated in these Terms and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.

3. Services

3.1 DevAssist shall use reasonable care and skill in providing the Services to You and shall use only established and trusted suppliers where obtaining information or data from third parties. Where Suppliers require or provide their own conditions for use to which you are required to be a party you agree to enter into the relevant contract with the Supplier.

3.2 We reserve the right to make any changes to the Services described in our Literature to conform with any applicable statutory requirements or which we deem appropriate in our sole discretion.

3.3 Our Services are provided solely for Your use, or the use of Your Clients on whose behalf You have commissioned the Services, and shall not be used or relied upon by any other party, without Our written consent.

3.4 In providing search reports and services DevAssist will comply with the Search Code

3.5 DevAssist assumes that the value of the property does not exceed £2 million and that it is the responsibility of the customer to advise the firm at the time of requesting the search where the value of the property exceeds £2 million

3.6 In providing search reports and services DevAssist will comply with the Search Code

4. Price and Payment

4.1 The price payable for the Services shall be in pounds sterling. The price for the Services shall be exclusive of any value added tax or other similar taxes or levies, which You shall be additionally liable to pay to DevAssist.

4.2 Payment is due in full from You within 30 days of the date of Our invoice (or as contracted) without deduction, counterclaim or set off.

4.3 DevAssist reserves the right to amend its prices from time to time and the Services will be charged at the price applicable at the date on which an Order is submitted.

4.4 If You fail to pay Our invoice on or before the due date, DevAssist may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding payment is made in full.

5. Cancellation of Services

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

6. Termination

6.1 DevAssist may suspend or terminate any agreement with You without any liability to You with immediate effect if at any time:

- (i) You fail to make any payment due in accordance with Term 4;
- (ii) If You repeatedly breach or commit or cause to be committed a material breach of these Terms; or
- (iii) You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so.

6.2 If the agreement is terminated under this Term 6 and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us having regard to the value of Services already provided to You.

7. Events Beyond Our Control

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

8. Warranties and Limitation of Liability

8.1 We provide warranties and accept liability only to the extent stated in this Term 8.

8.2 Unless otherwise indicated on the front page of the Report, We confirm that any individuals within Our business who conducted any searches has not knowingly had any personal or business relationship with any individual involved in the sale of or dealings with the Property.

8.3 In providing the Services you acknowledge and accept that:-

- (i) DevAssist's only obligation is to exercise reasonable care and skill in providing the Services.
- (ii) DevAssist shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by DevAssist.
- (iii) The Services do not include any information relating to the value or worth of the Property or the Company.
- (iv) The Services have not been prepared to meet Your or anyone else's individual requirements and You assume the entire risk as to the suitability of the Services and waive any claim of detrimental reliance upon the same.

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

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

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

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

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

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

This undertaking is strictly subject to the following conditions:-

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

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

9. Independent dispute resolution

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

10. Intellectual Property Rights

10.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either DevAssist or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.

10.2 You agree that You will treat and will procure that Your clients on whose behalf You have commissioned the Services will treat as strictly private and confidential the Services and all information which they obtain from the Services.

10.3 You agree that You will procure that Your clients on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with DevAssist change, amend, remove, alter or modify the Service or any trademark or proprietary marking in the Service.

10.4 You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this Term 9.

11. General

11.1 You shall not be entitled to assign Your agreement with Us or any part of it without Our prior written consent.

11.2 We may assign the agreement or any part of it to any person, firm or company.

11.3 The parties to these Terms do not intend that any term of Our agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.

11.4 Failure or delay by Us in enforcing or partially enforcing any provision of the agreement will not be construed as a waiver of any of Our rights under the agreement.

11.5 Any waiver by Us of any breach of, or any default under, any provision of the agreement by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the agreement.

11.6 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.

11.7 Unless otherwise stated in these Terms, all notices from You to DevAssist or vice versa must be in writing and sent to DevAssist's registered office address as stipulated in Term 1.12 or Your address as stipulated in the Order.

11.8 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English Courts.



IMPORTANT NOTE ON ATTACHED PLANNING DATA

Attached to this report is a separate report provided by a third party.

Devassist will use the planning data only from this report to establish what planning activity there has been within the close vicinity of the land/property being reported on.

This data is a date scrape provided by a third party. DevAssist cannot be held responsible for the quality and accuracy of this planning data. There may be planning applications outside the area studied by DevAssist.

We strongly recommend that you go through this data to establish if there are other planning application outside the studied area that may concern you.

Please be aware that there is a gap from planning applications being registered to when they are captured by the data scrape. Therefore, it is possible that a planning application was submitted after the date the data was gathered.

If you are aware of a particular planning application that may be missing from the data please contact the DevAssist helpdesk.

FURTHER INFORMATION

To see some frequently asked questions about our reports, please click on the button below:

FAQs

To find out how our risk bar works, please click on the button below:

THE RISK BAR

We welcome positive reviews. If you would like to leave a review, please do so at:



HELPDESK

If you require assistance please contact our helpline:

01342 890010

helpdesk@devassist.co.uk

Planning Applications

Our Local Authority planning data, sourced from public planning websites, displays records from the preceding 7 years. The purpose of this section is to provide you with information on the types of development which are planned to take place in the surrounding area.

Home Improvements

We have identified the following home improvement applications that may affect the subject property. These typically include extensions, loft conversions, or internal alterations. The applications listed have been submitted within 200 metres of the subject property.

Planning Ref	Date	Address	Description	Status	Distance
18/10639	28/06/2018	FRESHFIELD, BARNES LANE, MILFORD-ON-SEA SO41 0RR	Front Extension (Two-Storey)	Approved	74m
20/10126	01/04/2020	FRESHFIELD, BARNES LANE, MILFORD-ON-SEA SO41 0RR	Porch (Construction)	Approved	74m
20/11380	13/01/2021	FRESHFIELD, BARNES LANE, MILFORD-ON-SEA SO41 0RR	Side Extension (Lawful Development Certificate)	Approved	74m
21/10268	25/03/2021	FRESHFIELD, BARNES LANE, MILFORD-ON-SEA SO41 0RR	Side Extension (Lawful Development Certificate)	Approved	74m
25/10484	10/07/2025	RUFFORD, BARNES LANE, MILFORD- ON-SEA SO41 0RR	Garage/Polytunnel (Retrospective)	Approved	99m

Planning Ref	Date	Address	Description	Status	Distance
22/10350	16/05/2022	WILLOWTREE COTTAGE, BARNES LANE, MILFORD-ON-SEA SO41 0RR	Pitched Roof Conversion (Attic Space)	Approved	110m
25/10655	09/09/2025	VELOOD, BARNES LANE, MILFORD-ON-SEA SO41 0RR	Residential Renovation (Roof Alterations & Extensions)	Approved	148m
21/10026	24/02/2021	SPINNEY COTTAGE, BARNES LANE, MILFORD-ON-SEA SO41 0RR	Bay Window Installation	Approved	170m

Small Residential Developments

We have identified the following small residential developments that may affect the subject property. These generally involve the creation or conversion of up to three dwellings. The applications listed have been submitted within 200 metres of the subject property.

Planning Ref	Date	Address	Description	Status	Distance
<i>There are no planning applications matching this criteria.</i>					

Medium Residential Developments

We have identified the following medium residential developments that may impact the subject property. A medium residential development typically constitutes projects that create or relate to more than three dwellings. The applications listed have been submitted within 200 metres of the subject property.

Planning Ref	Date	Address	Description	Status	Distance
<i>There are no planning applications matching this criteria.</i>					

Large Residential Developments

We have identified the following large residential developments that may affect the subject property. These typically involve the construction of more than ten dwellings. The applications listed have been submitted within 200 metres of the subject property.

Planning Ref	Date	Address	Description	Status	Distance
There are no planning applications matching this criteria.					

Mixed Developments

We have identified the following mixed-use developments that may affect the subject property. These projects vary in size and scope and do not fall into the other categories listed above. The applications listed have been submitted within 200 metres of the subject property.

Planning Ref	Date	Address	Description	Status	Distance
18/11268	06/11/2018	FRESHFIELD, BARNES LANE, MILFORD-ON-SEA SO41 0RR	Outbuilding Construction	Approved	74m
18/10019	09/03/2018	WOODCOTE, BARNES LANE, MILFORD-ON-SEA SO41 0RR	Conservatory	Approved	95m
21/11374	14/01/2022	TINLEYS NURSERIES (MILFORD) LTD, BARNES LANE, MILFORD-ON-SEA SO41 0RR	Packing Facility (Lawful Use Certificate)	Approved	184m
23/11201	15/01/2024	FOREST FARM, BARNES LANE, MILFORD-ON-SEA SO41 0RR	Lawful Use Certificate for Occupancy of Dwelling	Approved	195m
24/10834	11/12/2024	FOREST FARM, BARNES LANE, MILFORD-ON-SEA SO41 0RR	Open Storage (Lawful Use Certificate)	Refused	195m

Planning Ref	Date	Address	Description	Status	Distance
25/10628	29/08/2025	FOREST FARM, BARNES LANE, MILFORD-ON-SEA SO41 0RR	Open Storage (Retrospective)	Refused	195m