



DEVPROBATE™

OPPORTUNITY

The development potential of the subject land can be considered:

Property:

136, Sample Road, Sample Town, Hampshire, RG22

Date of Report:

12/09/2023

Order Number:

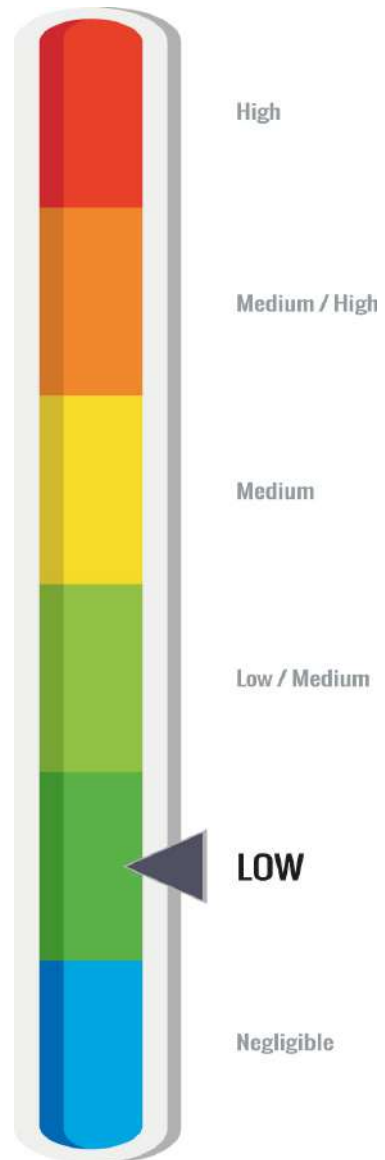
DE DA 06 sample_24

Your Reference:

sample_24

Our Reference:

DA0825



HELPDESK

If you require assistance please contact our helpline:

01342 890010

helpdesk@devassist.co.uk



KEY FINDINGS

It is our conclusion that the property has low level development potential as part of a larger development site.

Please note: Sites identified as suitable for development may not be under current planning policy. As planning policies evolve or change, further development opportunities 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.

Does the subject property / land have development potential?

YES

Does the subject property / land have potential as part of a larger development?

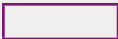
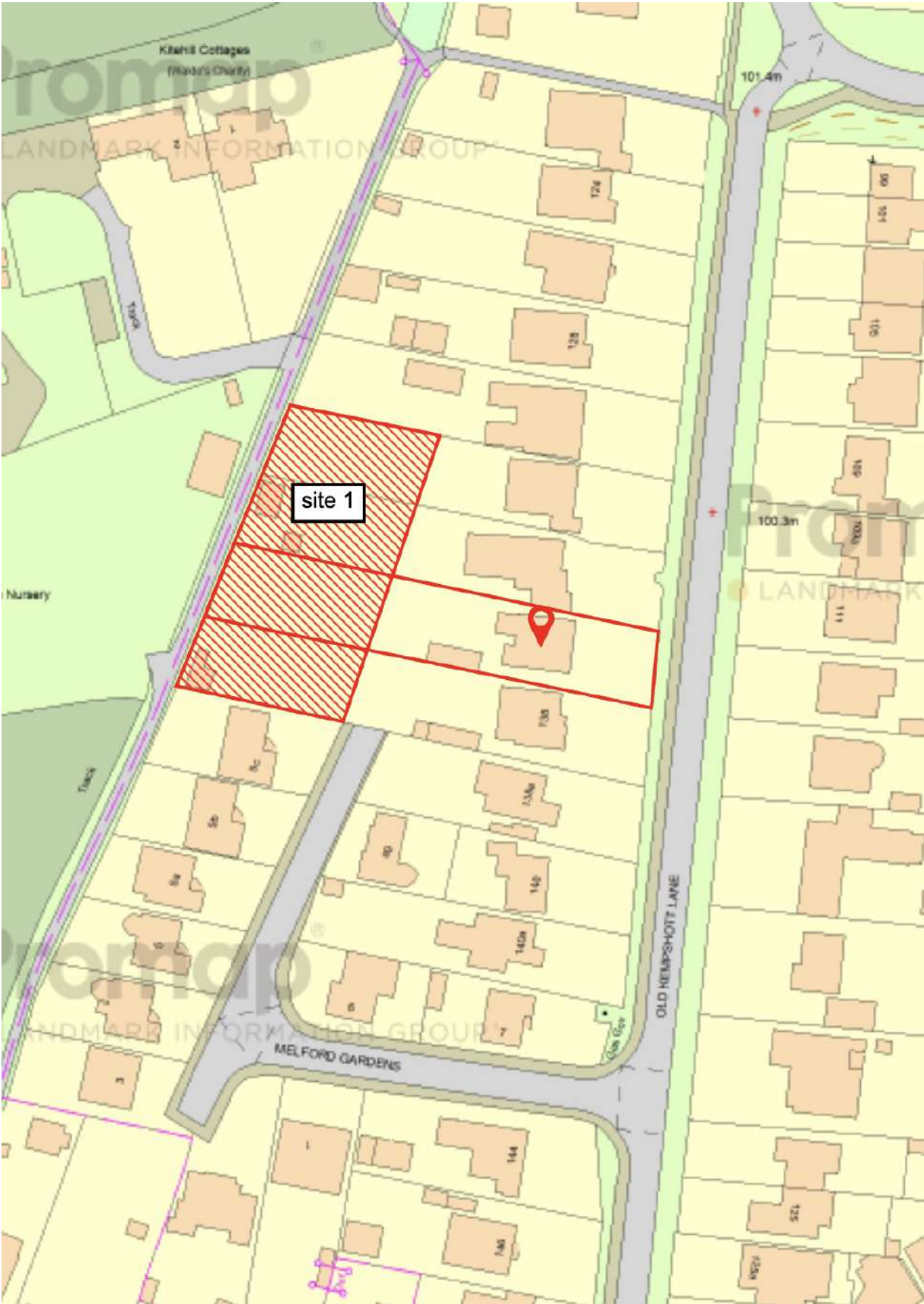
YES

Should the property be considered for an alternative use?

NO

Should further investigations be made regarding adjoining land?

YES





Land Identified for Development

The land shown here as site 1 has the potential to support 5 houses or 11 flats. Any such application for development should be considered speculative and may be refused by the Local Planning Authority. Actual achievable density of development may vary.



Current Zoning in Local Plan

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

5 Year Housing Supply

Basingstoke and Deane Borough 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 6.

Development Potential of the Property

The subject property is 0.27 of an acre (11761.2 sqft).

It is currently a single storey dwelling with one and two storey structures being the dominant type of property in this area. The property has a large rear garden. Sometimes these display development potential. This has been carefully considered.

We have concluded that there is development potential. We have considered replacement of the existing structure with more substantial replacement dwelling. This may be permissible but unlikely to create any uplift in value. The property could contribute land to the assembly of site 1. Any such application for development should be considered speculative and may be refused by the Local Planning Authority. The opportunity for development should be considered to be low.

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

Surrounding properties may also benefit from covenants that may control any development potential of the subject property.

It is our conclusion that the property has low level development potential as part of a larger development site.





Land Supply Position

The table below shows the updated land supply position which stands at **4.6 years**. The council cannot, therefore, demonstrate a five-year supply of deliverable sites and the presumption in favour of sustainable development applies.

Housing land supply calculation

5 Year Requirement	4,150
Annual Requirement	830
Total 5 year supply	3,817
Shortfall	333 (4,150 – 3,817)
Years of Supply	4.6 years (3,817/830)

Source: Local Planning Authority Housing Land Supply Statement



Property History

[Help with this page](#)

100060237191 | 136 Old Kempshott Lane Basingstoke Hampshire RG22 5EW

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Print

[Address](#)

[Property History \(2\)](#)

[Constraints \(6\)](#)

[Map](#)

Planning Applications (2)

- [AN EXTENSION TO REAR OF DWELLING TO PROVIDE ADDITIONAL LIVING ACCOMMODATION](#)
Ref. No: BDB/05563 | Status: Granted
- [Erection of a conservatory to the rear of the property](#)
Ref. No: BDB/51453 | Status: Granted

Planning Appeals (0)

Planning Enforcements (0)

Properties (0)

DATA PROVIDER

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

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).

The choices this report presents

This report seeks to establish the development opportunities that exist within the subject property. This is not a valuation or feasibility. Its purpose is to find development opportunities. It may 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. Perhaps the property you propose to buy could 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.

**DevAssist is the trading name for DevAssist Ltd.
Company No 07915521**

CONSUMER PROTECTION

This search has been produced by DevAssist Ltd of Crown House, High Street, East Grinstead, West Sussex RH19 3AF tel: 01342 890010 email: info@devassist.co.uk which is registered with the Conveyancing Information Executive (CIE). The CIE provides a rigorous and transparent approach to property search governance standards, with data integrity, accuracy and transparency underpinning values in the overall provision of property search products, both today and in the future.

The Conveyancing Information Executive (CIE) Standards set the framework for the highest professional standards expected as Members of the CIE have undertaken to maintain. It is the cornerstone of the system of self-regulation to which they have made an ongoing commitment.

These Standards protect those who will seek to rely on the information contained in the Searches produced by Members through establishing a set of best-practice obligations to you, the customer, that Members will adhere to.

1. It is expected that through the promotion of these Standards, customers of Members can feel confident that the information on which they seek to rely is accurate and on the rare occasion of any error or omission in a Search, appropriate protection is offered by each Member. Where protection can't be guaranteed this needs to be outlined in the Terms and Conditions. The Members subscribe to the CIE Code of Practice which requires the promotion of best practice and quality standards in the industry and expects them to act in a professional and honest manner at all times.

- Through the adherence to these Standards by the Members, you and other property professionals can place reliance on the content of the reports produced
- 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

2. Members will hold a minimum Professional indemnity insurance cover of £2 million at all times to ensure that you can seek to rely upon the reports provided.

3. The CIE logos will be clearly displayed within the Report produced by each Member

- The CIE logo is a mark of recognition of best practice and signifies that the provider of the Search meets the high standards of service expected of the CIE Membership.

4. All complaints made to the CIE, either by a client or Member, will be acknowledged and responded to in a timely fashion and an escalation process for appeal, should there be dissatisfaction with the response, will be clearly laid out.

- A formal written complaints procedure will be documented and published by each Member and provided with the Search or set out on their company website
- 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

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

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



DEVPROBATE™

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 consent 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.

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. Complaints Procedure & Independent dispute resolution

9.1 DevAssist is registered with the Conveyancing Information Executive. A key commitment under the CIE is that firms will handle any complaints both speedily and fairly.

If you want to make a complaint, we will:

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

9.2 If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, <https://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.

Complaints should be sent to:

Customer Services

DevAssist Ltd

Crown House, High Street, East Grinstead RH19 3AF

01342890010

orders@devassist.co.uk

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.

ADDITIONAL RESOURCES

HELPDESK

If you require assistance please
contact our helpline:

01342 890010

helpdesk@devassist.co.uk

FURTHER INFORMATION

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

FAQs

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

