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The UK's Most Comprehensive Property Search



Home Information Pack



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HIP Index

HIP Index

= Included

On Behalf of:	Mr Test
For Property:	11 Test Road, Test Town, TE1 1TN

Basic Pack Documents

Sale Statement	<input checked="" type="checkbox"/>	8 th March 2008
Energy Performance Certificate	<input checked="" type="checkbox"/>	26 th March 2008

Title Information

Land Registry (Official Copies)	<input checked="" type="checkbox"/>	19 th March 2008
Land Registry Title Plan	<input checked="" type="checkbox"/>	19 th March 2008

Search Reports

Local enquiries (Local Authority Searches)	<input checked="" type="checkbox"/>	19 th March 2008
Water and Drainage enquiries	<input checked="" type="checkbox"/>	19 th March 2008



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Sale Statements

Sale Statement

Name(s) of The Seller: **Mr. Test**

Address: **11 Test Road, Test Town, TE1 1TN**

-
1. Is the property a flat or a house? Flat (incl. maisonette) **or**
 House (incl. bungalow)
2. If it is a flat, what type of building is it in? Purpose built block
 Converted house **or**
 Conversion of commercial premises
3. The property is (or will be): Freehold
 Commonhold
 Leasehold starting (or likely to start) from **n/a** and with **n/a** years left on the lease
4. The title to the interest in the property being sold is: The whole of a registered estate -
 Part of a registered estate
 The whole of an unregistered estate
 Part of an unregistered estate
5. The capacity of the seller The owner or owners
 A representative with the necessary authority to sell the property for an owner who has died
 A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney)
 Other (please give details):

Name(s) of The Seller: **Mr. Test**

Address: **11 Test Road, Test Town, TE1 1TN**

6. The property is being sold:

- With vacant possession
 Section 171((2) of the Housing Act 2004 applies and part of the property is not being sold with vacant possession.
Explanation of circumstances as follows:

= Ticked information



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Energy Performance Certificate

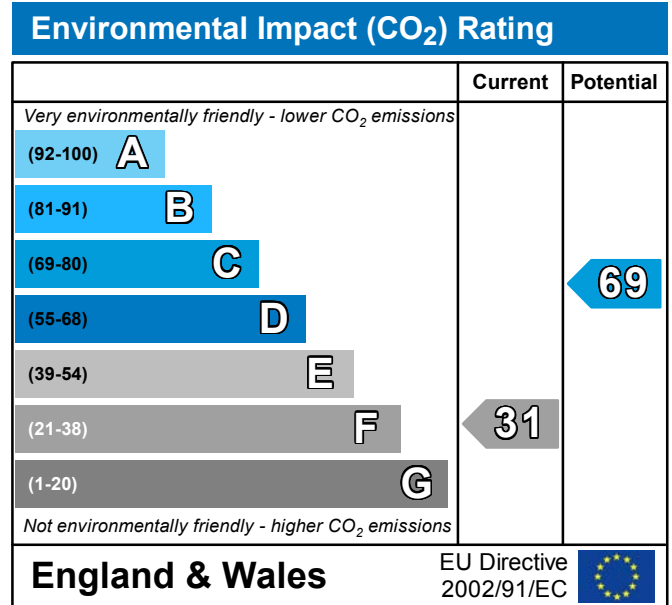
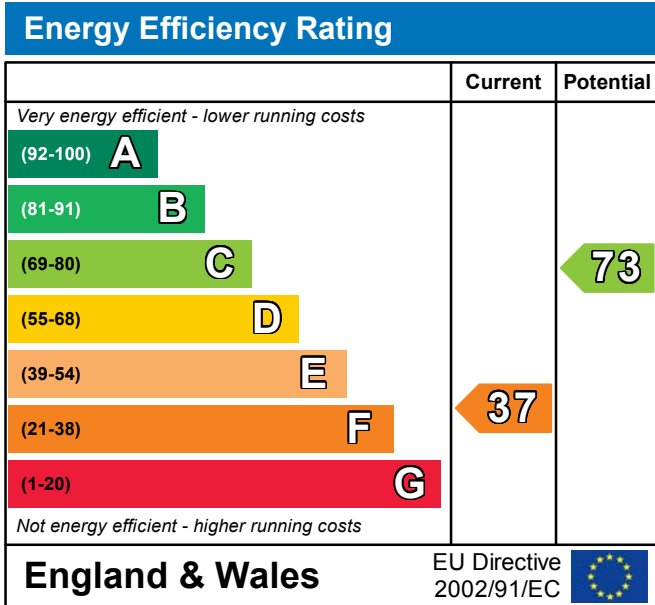
Energy Performance Certificate



17 Any Street,
Any Town,
County,
YY3 5XX

Dwelling type: Detached house
Date of assessment: 02 February 2007
Date of certificate: [dd mmmm yyyy]
Reference number: 0000-0000-0000-0000-0000
Total floor area: 166 m²

This home's performance is rated in terms of the energy use per square metre of floor area, energy efficiency based on fuel costs and environmental impact based on carbon dioxide (CO₂) emissions.



The energy efficiency rating is a measure of the overall efficiency of a home. The higher the rating the more energy efficient the home is and the lower the fuel bills will be.

The environmental impact rating is a measure of a home's impact on the environment in terms of carbon dioxide (CO₂) emissions. The higher the rating the less impact it has on the environment.

Estimated energy use, carbon dioxide (CO₂) emissions and fuel costs of this home

	Current	Potential
Energy Use	453 kWh/m ² per year	178 kWh/m ² per year
Carbon dioxide emissions	13 tonnes per year	4.9 tonnes per year
Lighting	£81 per year	£65 per year
Heating	£1173 per year	£457 per year
Hot water	£219 per year	£104 per year

Based on standardised assumptions about occupancy, heating patterns and geographical location, the above table provides an indication of how much it will cost to provide lighting, heating and hot water to this home. The fuel costs only take into account the cost of fuel and not any associated service, maintenance or safety inspection. This certificate has been provided for comparative purposes only and enables one home to be compared with another. Always check the date the certificate was issued, because fuel prices can increase over time and energy saving recommendations will evolve.

To see how this home can achieve its potential rating please see the recommended measures.



Remember to look for the energy saving recommended logo when buying energy-efficient products. It's a quick and easy way to identify the most energy-efficient products on the market.

For advice on how to take action and to find out about offers available to help make your home more energy efficient, call **0800 512 012** or visit www.energysavingtrust.org.uk/myhome

About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by [scheme name], to a scheme authorised by the Government. This certificate was produced using the RdSAP 2005 assessment methodology and has been produced under the [regulations]. A copy of the certificate has been lodged on a national register.

Assessor's accreditation number: [accreditation number]
Assessor's name: [assessor name]
Company name/trading name: [company name]
Address: [company address]
[address continued]
Phone number: [phone]
Fax number: [fax]
E-mail address: [e-mail]
Related party disclosure: [disclosure]

If you have a complaint or wish to confirm that the certificate is genuine

Details of the assessor and the relevant accreditation scheme are on the certificate. You can get contact details of the accreditation scheme from our website at [website address] together with details of their procedures for confirming authenticity of a certificate and for making a complaint.

About the building's performance ratings

The ratings on the certificate provide a measure of the building's overall energy efficiency and its environmental impact, calculated in accordance with a national methodology that takes into account factors such as insulation, heating and hot water systems, ventilation and fuels used. The average energy efficiency rating for a dwelling in England and Wales is band E (rating 46).

Not all buildings are used in the same way, so energy ratings use 'standard occupancy' assumptions which may be different from the specific way you use your building. Different methods of calculation are used for homes and for other buildings. Details can be found at www.communities.gov.uk.

Buildings that are more energy efficient use less energy, save money and help protect the environment. A building with a rating of 100 would cost almost nothing to heat and light and would cause almost no carbon emissions. The potential ratings in the certificate describe how close this building could get to 100 if all the cost effective recommended improvements were implemented.

About the impact of buildings on the environment

One of the biggest contributors to global warming is carbon dioxide. The way we use energy in buildings causes emissions of carbon. The energy we use for heating, lighting and power in homes produces over a quarter of the UK's carbon dioxide emissions and other buildings produce a further one-sixth.

The average household causes about 6 tonnes of carbon dioxide every year. Adopting the recommendations in this report can reduce emissions and protect the environment. You could reduce emissions even more by switching to renewable energy sources. In addition there are many simple every day measures that will save money, improve comfort and reduce the impact on the environment, such as:

- Check that your heating system thermostat is not set too high (in a home, 21°C in the living room is suggested) and use the timer to ensure you only heat the building when necessary.
- Make sure your hot water is not too hot - a cylinder thermostat need not normally be higher than 60°C.
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.

Visit the Government's website at www.communities.gov.uk to:

- Find how to confirm the authenticity of an energy performance certificate
- Find how to make a complaint about a certificate or the assessor who produced it
- Learn more about the national register where this certificate has been lodged
- Learn more about energy efficiency and reducing energy consumption

Recommended measures to improve this home's energy performance

17 Any Street,
Any Town,
County,
YY3 5XX

Date of certificate: [dd mmmm yyyy]
Reference number: 0000-0000-0000-0000-0000

Summary of this home's energy performance related features

The following is an assessment of the key individual elements that have an impact on this home's performance rating. Each element is assessed against the following scale: Very poor / Poor / Average / Good / Very good.

Element	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Cavity wall, as built (no insulation)	Poor	Poor
Roof	Pitched, 250 mm loft insulation	Good	Good
Floor	Solid, no insulation (assumed)	–	–
Windows	Partial double glazing	Poor	Poor
Main heating	Boiler and radiators, mains gas	Average	Average
Main heating controls	Programmer, room thermostat and TRVs	Average	Average
Secondary heating	None	–	–
Hot water	From main system, no cylinderstat	Poor	Poor
Lighting	Low energy lighting in 75% of fixed outlets	Very good	Very good
Current energy efficiency rating		F 37	
Current environmental impact (CO₂) rating		F 31	

Recommendations

The measures below are cost effective. The performance ratings after improvement listed below are cumulative, that is they assume the improvements have been installed in the order that they appear in the table.

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvement	
		Energy efficiency	Environmental impact
1 Cavity wall insulation	£411	E 53	E 46
2 Low energy lighting for all fixed outlets	£11	E 53	E 46
Sub-total	£422		
Higher cost measures (over £500)			
3 Hot water cylinder thermostat	£102	D 58	E 51
4 Replace boiler with Band A condensing boiler	£323	C 73	C 69
Total	£847		
Potential energy efficiency rating		C 73	
Potential environmental impact (CO ₂) rating		C 69	

Further measures to achieve even higher standards

The further measures listed below should be considered in addition to those already specified if aiming for the highest possible standards for this home.

5 Replace single glazed windows with low-E double glazing	£40	C 75	C 71
6 Solar photovoltaics panels, 25% of roof area	£49	C 77	C 74
Enhanced energy efficiency rating		C 77	
Enhanced environmental impact (CO ₂) rating		C 74	

Improvements to the energy efficiency and environmental impact ratings will usually be in step with each other. However, they can sometimes diverge because reduced energy costs are not always accompanied by a reduction in carbon dioxide (CO₂) emissions.

About the cost effective measures to improve this home's performance ratings

Lower cost measures (typically up to £500 each)

These measures are relatively inexpensive to install and are worth tackling first. Some of them may be installed as DIY projects. DIY is not always straightforward, and sometimes there are health and safety risks, so take advice before carrying out DIY improvements.

1 Cavity wall insulation

Cavity wall insulation, to fill the gap between the inner and outer layers of external walls with an insulating material, reduces heat loss. The insulation material is pumped into the gap through small holes that are drilled into the outer walls, and the holes are made good afterwards. As specialist machinery is used to fill the cavity, a professional installation company should carry out this work, and they should carry out a thorough survey before commencing work to be sure that this type of insulation is right for this home. They should also provide a guarantee for the work and handle any building control issues. Further information can be obtained from National Cavity Insulation Association (<http://dubois.vital.co.uk/database/ceed/cavity.html>).

2 Low energy lighting

Replacement of traditional light bulbs with energy saving recommended ones will reduce lighting costs over the lifetime of the bulb, and they last up to 12 times longer than ordinary light bulbs. Also consider selecting low energy light fittings when redecorating; contact the Lighting Association for your nearest stockist of Domestic Energy Efficient Lighting Scheme fittings.

Higher cost measures (typically over £500 each)

3 Cylinder thermostat

A hot water cylinder thermostat enables the boiler to switch off when the water in the cylinder reaches the required temperature; this minimises the amount of energy that is used and lowers fuel bills. The thermostat is temperature sensor that sends a signal to the boiler when the required temperature is reached. To be fully effective it needs to be sited in the correct position and hard wired in place, so it should be installed by a competent plumber or heating engineer.

4 Band A condensing boiler

A condensing boiler is capable of much higher efficiencies than other types of boiler, meaning it will burn less fuel to heat this property. This improvement is most appropriate when the existing central heating boiler needs repair or replacement, but there may be exceptional circumstances making this impractical. Condensing boilers need a drain for the condensate which limits their location; remember this when considering remodelling the room containing the existing boiler even if the latter is to be retained for the time being (for example a kitchen makeover). Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is registered with a competent persons scheme¹, and can therefore self-certify the work for Building Regulation compliance. Ask a qualified heating engineer to explain the options.

About the further measures to achieve even higher standards

Further measures that could deliver even higher standards for this home.

5 Double glazing

Double glazing is the term given to a system where two panes of glass are made up into a sealed unit. Replacing existing single-glazed windows with double glazing will improve comfort in the home by reducing draughts and cold spots near windows. Double-glazed windows may also reduce noise, improve security and combat problems with condensation. Building Regulations apply to this work, so either use a contractor who is registered with a competent persons scheme¹ or obtain advice from your local authority building control department.

¹ For information on competent persons schemes enter "existing competent person schemes" into an internet search engine or contact your local Energy Saving Trust advice centre on 0800 512 012.

6 Solar photovoltaics (PV) panels

A solar PV system is one which converts light directly into electricity via panels placed on the roof with no waste and no emissions. This electricity is used throughout the home in the same way as the electricity purchased from an energy supplier. The Solar Trade Association has up-to-date information on local installers who are qualified electricians and any grant that may be available. . Planning restrictions may apply in certain neighbourhoods and you should check this with the local authority. Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is registered with a competent persons scheme¹, and can therefore self-certify the work for Building Regulation compliance. Ask a suitably qualified electrician to explain the options.

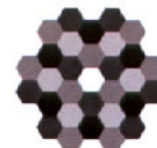
¹ For information on competent persons schemes enter "existing competent person schemes" into an internet search engine or contact your local Energy Saving Trust advice centre on 0800 512 012.



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Title Documents



Official copy of register of title

Title number SGL116880

Edition date 05.10.2007

- This official copy shows the entries on the register of title on 12 Feb 2008 at 09:57:09.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 12 Feb 2008.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Croydon Office.

A: Property Register

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

KINGSTON UPON THAMES

- 1 (15.01.1970) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 1b Beaufort Road, Kingston Upon Thames (KT1 2TH).
- 2 The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land in this title dated 16 February 1971 made between (1) H.B. Kingston Limited and (2) Rosemary Anne Gregory-Carlton.
NOTE: Original filed.
- 3 The Transfer dated 16 February 1971 referred to above contains a provision as to light or air.

B: Proprietorship Register

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

Title absolute

- 1 (21.09.2005) PROPRIETOR: AMANDA VICTORIA BRINT-SMEE of 1 Ravenswood Avenue, Surbiton, Surrey KT6 7NN.
- 2 (21.09.2005) The price stated to have been paid on 31 August 2005 was £200,000.

C: Charges Register

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

C: Charges Register continued

- 1 A Conveyance of the land in this title and other land dated 31 December 1969 made between (1) Douglas Monteith Cushing (Vendor) and (2) H.B. Kingston Limited (Purchaser) contains the following covenants:-

"THE Purchaser hereby covenants with the Vendor on behalf of itself and its successors in title that not more than four dwellinghouses will be erected on the land hereby conveyed and that the same will be used at all times hereafter as private dwellinghouses in one occupation only."

- 2 (05.10.2007) REGISTERED CHARGE dated 26 September 2007.
- 3 (05.10.2007) Proprietor: ABBEY NATIONAL PLC (Co. Regn. No. 2294747) of Deeds Services, 101 Midsummer Boulevard, Milton Keynes MK9 1AA.

End of register

These are the notes referred to on the following official copy

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

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

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

This official copy is issued on 12 February 2008 shows the state of this title plan on 12 February 2008 at 09:57:09. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

This title is dealt with by the Land Registry, Croydon Office .

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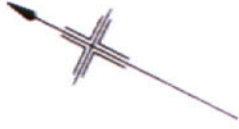


H. M. LAND REGISTRY GENERAL MAP

NATIONAL GRID PLAN TQ 1868 SECTION M
GREATER LONDON

Scale 1/1250

BOROUGH of KINGSTON UPON THAMES



Old Reference SURREY XII 4 X

© Crown Copyright 1970



TITLE No. SGL 116880



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Search Reports



ENQUIRIES OF THE LOCAL AUTHORITY

Local Authority:

Page 1 of 19

Kirklees Metropolitan Council
Council Offices, 49/51 Huddersfield Road, Holmfirth,
West Yorkshire, HD9 3JP

Search No: **CRA00054028**

Date: **18/10/2007**

Reference: **SAMPLE**

Property made subject to Search:

127, Royd Terrace, Huddersfield, HD4 7NZ

SAMPLE

All Personal Local Authority searches undertaken by Watervale Limited are carried out by employees of the company. This ensures that the highest quality and standards are maintained.

Search prepared for:

Sample solicitors

The following persons have no personal or business relationship with any person involved in the sale of the property

Search Conducted by: **Christopher Yates**
Search prepared by: **Chris Yates**

Certificate of Search

It is hereby certified that the search requested above reveals the attached registrations described in the schedule hereto - up to and including the date of this Certificate.

Signed

On behalf of
Conveyancing Report Agency

Conveyancing Report Agency is a trading style of Watervale Limited. Watervale Limited is an Appointed Representative of Home Assistance UK Limited and Home Assistance UK Limited is Authorised and Regulated by the Financial Services Authority.

SUMMARY OF ENTRIES

PART ONE	GENERAL FINANCIAL CHARGE	None
PART TWO	SPECIFIC FINANCIAL CHARGE	None
PART THREE	PLANNING CHARGE	See attached
PART FOUR	MISCELLANEOUS CHARGES	See attached
PART FIVE	FENLAND WAYS MAINTENANCE CHARGE	None
PART SIX	LAND COMPENSATION ENTRIES	None
PART SEVEN	NEW TOWNS CHARGES	None
PART EIGHT	CIVIL AVIATION CHARGES	None
PART NINE	OPEN CAST COAL CHARGES	None
PART TEN	LISTED BUILDING ENTRIES	None
PART ELEVEN	LIGHT OBSTRUCTION NOTICES	None
PART TWELVE	LAND DRAINAGE SCHEMES	None

1. PLANNING AND BUILDING REGULATIONS

1.1. Planning and Building Regulation Decisions and Pending Applications

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

- (a) planning permissions
- (b) listed building consent
- (c) conservation area consents
- (d) certificate of lawfulness of existing use or development
- (e) certificate of lawfulness of proposed use or development
- (f) building regulations approvals
- (g) building regulation completion certificates
- (h) any building regulations certificates or notice issued in respect of work carried out under a competent person self- certificate scheme

How can copies of the above be obtained?

1.2. Planning Designations and Proposals

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

2. ROADS

Which of the roads, footways and footpaths are:

- (a) highways maintainable at public expense?
- (b) subject to adoption and, supported by a bond or bond wavier.
- (c) to be made up at the cost of the frontagers under current Council resolutions?
- (d) to be adopted without cost to the frontagers under current Council resolutions?

3. OTHER MATTERS

Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property? How can relevant documents be obtained?

3.1. Land required for Public Purposes

Is the property included in land required for public purposes?

3.2. Land to be acquired for Road Works

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

3.3. Drainage Agreements and Consents

Do either of the following exist in relation to the property:

(a) An agreement to drain buildings in combination into an existing sewer by means of a private sewer?

(b) An agreement or consent for (i) a building, or (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main?

Note: The sewerage undertaker for the area should also be asked about 3(b) and drainage generally

3.4. Nearby Road Schemes

Is the property (or will it be) within 200 metres of the following:

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

Footnote* - any adverse circumstances in existence at the effective date of this search causing actual loss because the information was not available will be covered by the Local Authority personal search Insurance subject to any exclusions set out in the policy document.

1.1

- (a) See attached
- (b) None
- (c) See attached
- (d) None
- (e) None
- (f) See attached
- (g) See footnote*
- (h) See footnote*

On application to the local authority

1.2

See attached

2

- (a) Royd Terrace and rear
- (b) None
- (c) None
- (d) None

3

On application to the local authority

3.1

No

3.2

No

3.3

(a) No

(b) No

3.4

(a) No

(b) No

(c) No

(d) No

(e) No

(f) No

3.5. Nearby Railway Schemes

Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?

3.5

No

3.6. Traffic schemes

Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths (named in Box B) which abut the boundaries of the property:

- (a) permanent stopping up or diversion
- (b) waiting or loading restrictions
- (c) one way driving
- (d) prohibition of driving
- (e) pedestrianisation
- (f) vehicle width or weight restriction
- (g) traffic calming works including road humps
- (h) residents parking controls
- (i) minor road widening or improvement
- (j) pedestrian crossing
- (k) cycle tracks
- (l) bridge construction

- (a) No
- (b) No
- (c) No
- (d) No
- (e) No
- (f) No
- (g) No
- (h) No
- (i) No
- (j) No
- (k) No
- (l) No

3.7

3.7. Outstanding Notices

Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this Schedule:

- (a) building works
- (b) environment
- (c) health and Safety
- (d) housing
- (e) highways
- (f) public health

- (a) No
- (b) No
- (c) No
- (d) No
- (e) No
- (f) No

3.8

3.8. Infringement of Building regulations

Proceedings authorised by the Council for infringement of the Building Regulations in respect of the property

None

3.9. Notices, Orders, Directions and Proceedings under Planning Acts

Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-

- (a) an enforcement notice
- (b) stop notice
- (c) a listed building enforcement notice
- (d) a breach of condition notice
- (e) a planning contravention notice
- (f) another notice relating to breach of the planning control
- (g) a listed building repairs notice
- (h) an order for compulsory acquisition of a listed building with a minimum compensation provision
- (i) a building preservation notice
- (j) a direction restricting permitted development
- (k) an order revoking or modifying planning permission
- (l) an order requiring discontinuance of use or alteration or removal of building or works
- (m) a tree preservation order
- (n) proceedings to enforce a planning agreement or planning contribution

- (a) No
- (b) No
- (c) No
- (d) No
- (e) No
- (f) No
- (g) No
- (h) No
- (i) No
- (j) No
- (k) No
- (l) No
- (m) No
- (n) No

3.10

3.10. Conservation Area

Do the following apply to the property

- (a) the making of the area a Conservation Area before 31 August 1974; or
- (b) an unimplemented resolution to designate the area a Conservation Area?

- (a) No
- (b) No

3.11. Compulsory Purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property?

3.11

No

3.12. Contaminated Land*

Other than those shown in the official certificate, do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property):

(a) a contaminated land notice

(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:

(i) a decision to make an entry; or

(ii) an entry; or

(c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?

3.13. Radon Gas

Do records indicate that the property is in a "Radon Affected Area" as identified by the Health Protection Agency?

3.12

(a) No

(b)

(i) No

(ii) No

(c) No

3.13

Yes, see attached

*** Whilst the standard enquiries of District Councils have failed to reveal the existence of any outstanding registrations with regard Contaminated Land, you are advised to undertake an Environmental Search Report which can be arranged through Conveyancing Report Agency**

SAMPLE

LAND CHARGE/PLANNING REGISTER

PART	REFERENCE	DESCRIPTION OF CHARGE	DATE
4		Smoke Control Order	01/04/1993
3		Armitage Bridge Conservation Area. Designated 25/06/1984	10/01/1985
3	87/0897/CAC	Two storey extension to side and rear (within a conservation area) - Approved with Conditions	19/02/1988

SAMPLE

BUILDING REGS

REFERENCE	DESCRIPTION OF CHARGE	DATE
1103/87/BR	External and internal alterations - Approved	08/02/1988

SAMPLE

MISCELLANEOUS

**127 Royd Terrace
Huddersfield
West Yorkshire
HD4 7NZ**

QUESTION 1.2

Within Conservation Area

Within 200m of the following:

- Green Belt
- Area of High Landscape Value
- Wildlife Corridor

QUESTION 3.13

Within a Radon Affected Area

SAMPLE

Radon Gas - Information Guide.

Radon is a colourless, odourless gas which is radioactive and which occurs naturally throughout the UK, usually at levels that pose little or no risk

It is formed where Uranium and Radium are present in bedrock and can move through cracks and fissures into the subsoil and into the atmosphere or by seepage into spaces under and within dwellings where it may accumulate.

There are however some areas within the UK where the local geological conditions may result in high Radon levels which can pose a serious health risk.

Areas where high localised levels of Radon are known to occur frequently are situated within Cornwall, parts of Devon, Somerset, Northamptonshire, Derbyshire, The Yorkshire Dales, North Oxfordshire, the East & West Midlands, Gloucestershire, Cumbria, Northumberland, North Wales, Pembrokeshire and the Welsh Borders.

The **Health Protection Agency (HPA)** which has taken on the responsibilities and work of the former **National Radiological Protection Board (NRPB)** estimates that there may be in the region of 2000 deaths per year throughout the UK as a result of Radon induced Cancers.

If the reply to Con 29 question 3.13 is **NO** then the land or property made subject to search can be considered to be in an area where the levels & presence of Radon have been measured and where any risk is considered to be extremely low (*beneath the action level of 200 Becquerels per cubic metre.*) and where no further action is recommended.

Where however the reply states that there is the likelihood of a high level of Radon present then you are advised to seek further information which can be readily obtained by contacting the:

Health Protection Agency
Centre for Radiological, Chemical & Environmental Hazards
Chilton, Didcot
OX11 0RQ
Tel: 01235 831600
Fax: 01235 833891
E mail: rpd@hpa-rp.org.uk

The Health Protection Agency (HPA) provides essential information about Radon in the home to professional groups such as Solicitors, Surveyors and Estate Agents.

Information ranges from an assessment of the probability of Radon Levels, provision of a summary of the likely risks from exposure to Radon and the provision of typical costs & means of undertaking remedial measures.

A free Radon Information pack can also be obtained by e mailing your name, address and postcode to radon@hpa-rp.org.uk

Consumer Information

The Home Information Pack (Na.2) Regulations 2007 ("HIPs Regulations") require that we provide you further information regarding your rights pertaining to this search report. Should the content of this search report be used as part of a Home Information Pack and provided this search report is incorporated within the Home Information Pack ("Search Report"), the following information will be relevant to your statutory rights:

1. THE RECORDS

- 1.1 We have searched the records of the Local Authority stipulated in the Search Report.
- 1.2 In the event that there is any negligence or incorrect entry in those records searched, responsibility for that negligent or incorrect entry in the records searched will remain with the Local Authority identified in the Search Report.
- 1.3 In the event that the content of the Search Report is incorrect due to our negligence or interpretation of the records searched or, alternatively, in the event that there is negligence or an incorrect recording of the interpretation of the information searched, then you will have recourse directly to Watervale Limited in respect of any such negligence or incorrect interpretation or recording of that information contained in the Search Report we have prepared.

2. HOW THE REPORT HAS BEEN PREPARED

- 2.1 In preparing the Search Report, Watervale Limited have used reasonable care and skill; the responsible person for the Home Information Pack in which this report appears may copy or issues copies of this Search Report for the purposes of complying with Regulations 5, 6, 8(j)(ii), 8(k), 8(l) and 24 of the HIPs Regulations, as well as pursuant to section 156(i), (ii) and 11 of the Housing Act 2004.

3. RESPONSIBILITY FOR SEARCH REPORTS

- 3.1 In the event that the Search Report is used as part of a Home Information Pack, Watervale Limited acknowledge their responsibility pursuant to Schedule 6, Part 1 of the HIPs Regulations that affords rights to certain third parties including the seller of the property to which the search pertains, a potential or actual buyer of the property in question or a mortgage lender in respect of the particular property referred to in the search to enforce the rights afforded, pursuant to Schedule 6, Part 1, paragraph 5 of the HIPs Regulations, whether such party purchased this Search Report as part of a HIP directly from Watervale Limited.

4. INSURANCE PROVISIONS

- 4.1 Watervale Limited, as a responsible provider of Search Reports for inclusion in HIPs, has made provision to ensure that it is adequately insured in accordance with the requirements of the HIPs Regulations and has insurance to cover its liability pursuant to its responsibility to third parties, as set out above, including adequate insurance against its liability for financial loss suffered by various third parties including the seller potential or actual buyers and/or the mortgage lender in respect of the particular property to which the search pertains. We confirm that we also maintain insurance run-off cover which is incorporated in the professional indemnity insurance cover we have procured to ensure that insurance cover will remain in effect in the event that Watervale Limited ceases trading.
- 4.2 Watervale Limited has also made provision for the inclusion of insurance within the search and would like to refer you to the Personal Local Search Indemnity Policy, forming part of the Search Report provided.

Consumer Information - Property Codes Compliance Board

Important Protection

The Search and HIP codes provide protection for homebuyers, sellers, conveyancers and mortgage lenders, who rely on property search and HIP reports carried out on residential property within the United Kingdom. It sets out minimum standards which organisations compiling and/or selling search and HIP reports have to meet. This information is designed to introduce the Codes to you.

By giving you this information, this organisation is confirming that we adhere to the principles of the Search and HIPs Codes, and are providing important protection for you.

The Code's main commitments

The Code's key commitments say that search organisations will:

- Provide search reports which include the most up-to-date available information when compiled and an accurate report of the risks associated with the property.
- Ensure that the terms and conditions of our HIP services comply with this code.
- Provide HIPs and searches promptly. If there is a delay, we will inform you of this and why the delay has occurred.
- Train our staff properly to provide searches and HIPs with thoroughness and diligences as set out in the codes.
- Respond promptly to queries raised on search and HIP reports.
- Handle complaints speedily and fairly.
- At all times maintain adequate and appropriate insurance cover to protect you.
- Act with integrity and ensure that all search and HIP services comply with relevant laws, regulations and industry standards.

Keeping to the Codes

How search and HIP organisations keep to the Codes is monitored independently by the Property Codes Compliance Board. Complaints under the Codes may be referred to the Independent Property Codes Adjudication Scheme. This gives you an extra level of protection as the service can award compensation of up to £5,000 to you if you suffer as a result of your search or HIP organisation failing to keep to the Code.

Complaints

We have a written complaints procedure for handling complaints speedily and fairly and if you wish to make a complaint about our services it will be handled as follows:-

- The complaint will be acknowledged within 5 working days of its receipt.
- A complaint will normally be dealt with fully within 4 weeks of the date of receipt. If there are valid reasons for the consideration taking longer, you will be kept fully informed in writing or via telephone or email as you prefer and receive a response at the very latest within 8 weeks.
- At your request we will liaise with counselling organisations acting on your behalf.
- A final decision will be in writing.
- If you are not satisfied with the final outcome, you may refer the complaint to the Independent Property Codes Adjudication Scheme and their contact details are below.
- We will cooperate fully with the independent adjudicator during the consideration of a complaint and comply with any decision.

Contact Details

The Property Codes Compliance Board

212 Piccadilly
London W1J 9HJ
Telephone: 020 7917 1817

Email: info@propertycodes.org.uk
www.propertycodes.org.uk

Independent Property Codes Adjudication Scheme

IDRS Ltd
24 Angel Gate
City Road
London EC1V 2PT
Phone: 020 7520 3810
Fax: 020 7520 3829

Email: info@idrs.ltd.uk



HOME ASSISTANCE UK LIMITED

ADDRESS OF FIRM:

The Penthouse, Amberley Court, Crawley, West Sussex, RH11 7XL

1. The Financial Services Authority (FSA)

The FSA is the independent watchdog that regulates financial services. It requires us to give you this document. Use this information to decide if our services are right for you.

2. Whose products do we offer?

- We offer products from a range of insurers.
- We only offer products from a limited number of insurers.** (Ask us for a list of insurers we offer insurance from)
- We only offer products from a single insurer.

3. Which services will we provide you with?

- We will advise and make a recommendation for you after we have assessed your needs.
- You will not receive advice or a recommendation from us.** We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

4. What will you have to pay us for our services?

- A fee.
- No fee.**

SAMPLE

You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

5. Who regulates us?

Conveyancing Report Agency is a trading style of Watervale Limited. Watervale Limited is an Appointed Representative of Home Assistance UK Limited. Home Assistance UK Limited is authorised and regulated by the Financial Services Authority. Home Assistance UK Limited's FSA Register number is 467197.

You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on **0845 606 1234**.

6. What to do if you have a complaint

If you wish to register a complaint, please contact us:

- ... in writing** Write to Michael Inns, Managing Director, Home Assistance UK Limited at The Penthouse, Amberley Court, Crawley, West Sussex, RH11 7XL.
- ... by phone** Telephone 0844 880901.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

7. Are we covered by the Financial Services Compensation Scheme (FCSC)?

We are covered by the FCSC. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FCSC.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

PERSONAL LOCAL SEARCH INDEMNITY POLICY

This document provides a summary of the cover provided under the policy purchased. It does not contain the full terms and conditions of the policy and you should therefore read this summary in conjunction with the full policy wording to ensure you are fully aware of the terms and conditions of the cover provided.

Important note: If you are a solicitor or a conveyancing services provider, you should disclose this document to your client and/or their lender and/or the purchaser's solicitors for the benefit of their client and/or their lender prior to the conclusion of the insurance contract. We assume that you are authorised by the FSA or otherwise licensed (where applicable) to provide insurance mediation activities.

The Underwriter of this policy is:-

Stewart Title Limited ('STL') of Stewart House, Pynes Hill, Exeter, EX2 5AZ ('STL's address').

The Policyholder of this policy is:

Home Assistance UK Limited of The Penthouse, Amberley Court, Crawley, West Sussex, RH 11 7X.

Summary of insurance cover provided by this policy and details of persons insured

If you are a Buyer (as defined by the policy) who has requested or in a Home Information Pack has been provided with a personal local search provided by Conveyancing Report Agency or if you are a lender to the Buyer or in a remortgage scenario this is an indemnity policy relating to the Search. In some circumstances Conveyancing Report Agency will not have been able to obtain the answer to certain questions in the Search from the Local Authority and so has sought to arrange insurance for you against any possible adverse entry had the question been answered in the usual way. If an answer to the particular question has been given then the cover under the policy will not apply unless the answer given is incorrect due to the negligence of or an error by the Local Authority in question or by Conveyancing Report Agency or where Conveyancing Report Agency has obtained the answer to the question but this answer has not been revealed in the search. The cover applies to those searches and properties notified to us by Conveyancing Report Agency. We assume that the need to purchase this policy has resulted from advice provided to you by the professional legal conveyancing adviser who has applied for the Search from Conveyancing Report Agency or because you have been provided with a Home Information Pack which has Conveyancing Report Agency's search in it. The policy has therefore been sought to protect you against losses that you may incur, as defined in the policy, as a result of any deficiency in the Search result attributable to the lack of an answer or an incorrect answer from the Local Authority or Conveyancing Report Agency and thus a potential adverse entry for the property, as per the terms and conditions of the policy.

If you are selling the Property and have requisitioned the Search from Conveyancing Report Agency you will have cover starting on the Completion Date where the Local Authority has made an error in its reply by revealing an Adverse Entry which should not have been revealed ('the Error') and which is the sole and direct cause of the Buyer renegotiating the Offer Price of the Property to the Sale Price and as a result of which renegotiation you suffered loss.

Demands & Needs Statement and Suitability

In connection with the Personal Local Search carried out in relation to the sale/purchase of a property, the transaction benefits from the inclusion of a Personal Local Search Insurance Policy. The policy will cover the insured for actual loss sustained or incurred by reason of any adverse circumstance which existed at the policy date affecting the land because either a Personal Local Search rather than a Local Authority Search was carried out or that the information provided in the Personal Local Search by the Local Authority was incomplete or inaccurate.

Personal Local Search Insurance is not a compulsory insurance. If you wish to cancel the policy and obtain a premium refund you may do so by writing to Home Assistance UK Limited, The Penthouse, Amberley Court, Crawley, West Sussex, RH11 7XL within 14 days from the date you receive the policy document quoting reference WATPLSI 5.

Significant features or benefits under this policy

This policy is on an indemnity basis. The purpose of this type of policy is to protect you so that you are reimbursed with the financial loss you may incur as a result of a claim and to ensure that you are placed back in the same position you enjoyed prior to the claim (subject to the terms and conditions of the policy). There is a Maximum Liability which we will pay and this is set out in the definition of that term.

Significant Conditions or Exclusions under this policy

Significant conditions:-

- You must notify us immediately of any Adverse Entry which comes to your attention and co-operate fully with all reasonable requests by us for information and documentation and shall, at our expense, take any action required by the Company to mitigate any loss or potential loss arising as a result of the Adverse Entry.
- The Policy covers only those Personal Searches which have been declared to us by the Policyholder together with the premium due.
- If you knowingly make a claim which is false or fraudulent in any respect the cover provided under this Policy shall become void with immediate effect.
- This Policy does not cover any loss which at the time of the loss is insured by (or would be insured by but for the existence of this Policy) any other policy of insurance other than any excess beyond the amount which would have been payable under such other policy had this Insurance not been effected.
- any act or omission by you, which in whole or part induces a claim under this policy, will prejudice your position and could void the policy
- you or your professional legal advisors should not take any steps to compromise or settle a claim without STL's prior written consent.

Exclusions:-You are not insured:-

- for any Adverse Entry known to you at the date of cover or where you know the answer given is incorrect or
- in respect of any answer which is actually obtained in the Personal Search relating to questions in the Local Search covered by the policy unless the answer given is incorrect because the Local Authority or PS has made an error or is negligent and it is later found that the correct answer would have been adverse
- where, had the question been answered at the date of the search, there would have been no adverse entry.
- Where you have suffered no loss.
- If you are the Borrower in a remortgage scenario as the cover is for the lender only.

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

What is the Policy term?

There is no fixed term – usually the policy will expire upon your ceasing to be the owner of the property or if you are lending under the terms of a mortgage over the Property the date on which your loan is repaid or the Property ceases to be subject to your mortgage.

Updating the cover

STL can consider requests to increase or extend cover. STL, the Policyholder or Conveyancing Report Agency will not however provide advice thereon or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional legal conveyancing advisor.

Rights of cancellation

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

Claims under this policy

If you wish to notify a claim under this policy, please contact us in writing immediately you become aware of the claim with as much detail as is available for the attention of the Company Solicitor at STL's address.

What if you have a complaint?

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

The Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS currently contactable at 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.


SAMPLE




PERSONAL LOCAL SEARCH INDEMNITY POLICY

Insurer: Stewart Title Limited, Stewart House, Pynes Hill, Exeter EX2 5AZ
Policy Number: LSIP/0511/B
Policy Date: 2007/8

DEFINITIONS:

In this Policy, the words and phrases listed below shall have the following meanings:-

- Adverse Entry:** *Any matter which could have been disclosed in forms LLC1 and CON 29 Parts 1 and 2 (Law Society Copyright 2002 Edition as amended by the Law Society from time to time) which is in existence on or before the Effective Date and which adversely affects the value of the Property but which matter was not disclosed by the Local Authority to the Organisation carrying out the Personal Search due to:- (i) the failure of the Local Authority to provide answers to the questions raised in the Personal Search either because of its failure to make the relevant registers available to the Organisation or a failure to supply relevant information because of its negligence or an error on its part or (ii) an incorrect reply being given to the Organisation by the Local Authority either because of its negligence or an error on its part or (iii) which matter is not disclosed in the Personal Search to the Insured or anyone acting on behalf of the Insured due to an error or omission on the part of the Organisation.*
- Bordereau:** *The form prescribed by the Company (as amended from time to time) completed by the Policyholder containing details of the transaction covered.*
- Buyer:** *The person(s), corporate or incorporate body, named as Buyer in the exchanged contract for the purchase of the Property on whose behalf a Personal Search has been undertaken or any prospective buyer of the Property who relies upon a Personal Search carried out on behalf of the seller of the Property by the Organisation.*
- Company:** *Stewart Title Limited whose registered office is at Stewart House, Pynes Hill, Exeter EX2 5AZ Registered in England No: 2770166.*
- Deficit:** *The amount by which the Lender's proceeds from sale are insufficient to discharge the outstanding balance under the Mortgage Advance as at the date of the sale of the Property inclusive of capital, interest and all costs and expenses properly incurred under the mortgage.*
- Effective Date:** *For a purchase, the date of the Personal Search. For a remortgage the date of completion of the remortgage.*
- Insured:** *For a purchase the Seller referred to in the Endorsement, the Buyer and the Buyer's Lender, for a remortgage the Lender only.*
- Lender:** *The Lender under any deed of mortgage or legal charge made between a Buyer in a purchase or in a remortgage a borrower and the Lender by which a mortgage advance is secured on the Property.*
- Local Authority** *The statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Personal Search.*
- Market Value:** *The average of the estimates from two independent Valuers of the open market value (as defined from time to time in the guidelines issued by the Royal Institute of Chartered Surveyors) as at the date of the sale of the Property by the Insured.*
- Maximum Liability:** *(i) Where the transaction is a purchase the purchase price, or
(ii) Where the transaction is a remortgage the mortgage advance, or
(iii) The liability limit requested by the Insured or its advisors or agents
(iv) £2,000,000.00 whichever is the lesser*

- Knowledge: Actual knowledge not imputed by statute.
- Organisation: A personal search agency which is a member of and is compliant with the codes laid down by The Council of Property Search Organisations and/or The Association of Independent Personal Search Agents and/or the Property Code Compliance Board and/or has been approved by the Company.
- Property: *A private residential dwellinghouse situated in England or Wales the address of which is stated in the Bordereau.*
- Personal Search: A search requested by a Solicitor/Licensed Conveyancer in the course of a specific purchase or mortgage or remortgage transaction in response to which the Organisation has undertaken the search and reported the same to the Solicitor/Licensed Conveyancer, the results of which Personal Search does not include any entry which may impact on the cover provided under this Policy.

COVER:

Where the Insured or Policyholder notifies the Company of an Adverse Entry and, in the case of a Buyer suffers a loss as detailed below and in the case of a Lender the Lender suffers a Deficit following the sale of the Property

The Company will indemnify:

- (i) The Buyer against a loss being
- a. The difference between the Market Value of the Property without the Adverse Entry and the Market Value of the Property with the Adverse Entry;
 - b. The amount of any financial charge (s) registered as an Adverse Entry against the Property at the Effective Date;
 - c. Damages, costs and expenses which the Insured may sustain or incur in altering, demolishing and/or reinstating part of the Property ('the Works') in so far as the works are required by the Local Authority following successful enforcement action by it in connection with the Adverse Entry;
 - d. Any costs which the Company requires the Insured to expend in mitigating the effect of the Adverse Entry

Where more than one person is included in the definition of Buyer the Company will indemnify the survivor(s) of them and the Personal Representatives of the Buyer subject to the Buyer's previous compliance and to their compliance with the Conditions of this Policy so far as they can apply.

- (ii) The Lender against the lesser of
- a. The Deficit
 - b. That part of the Deficit which results directly from the difference between the Market Value of the Property without the Adverse Entry and the Market Value with the Adverse Entry

Provided always in either (i) or (ii) above that the liability of the Company shall not exceed the Maximum Liability and provided further that where, in a purchase scenario both the Buyer and the Lender are the Insured payment to one party shall extinguish the liability of the Company under this Policy to the other.

EXCLUSIONS:

The Company shall be not liable to indemnify the Insured:

- a. In respect of any matter of which the Insured or his legal representative had Knowledge as at the Effective Date or
- b. In respect of any Adverse Entry which is actually revealed by the Personal Search relating to questions referred to therein or
- c. Any Adverse Entry which arises after the Effective Date or
- d. Any matter which would not have been revealed by a Personal Search or in any answers to the questions raised in an LLC1 or CON 29 Parts 1 and 2.
- e. Where the cover is in respect of a remortgage the cover provided by this policy will be for the Lender only.

WARRANTIES:

It is warranted by the Organisation that it has supplied to the instructing Solicitor/Licensed Conveyancer a Personal Search and that either it has supplied a copy of the Policy to those Insured or their legal representatives requesting the same.

CONDITIONS:

1. The Insured, the Organisation or Policyholder shall notify the Company immediately of any Adverse Entry which comes to its attention and shall co-operate fully with all reasonable requests of the Company for information and documentation and shall, at the expense of the Company, take any action required by the Company to mitigate any loss or potential loss arising as a result of the Adverse Entry.
2. The Company shall be entitled to inspect the files and records of the Organisation or the Policyholder relating to this Policy and the Policyholder shall afford to the Company all reasonable assistance in this respect.
3. It is a condition precedent to any liability of the Company to make payment under the Policy that the Organisation, the Policyholder and Insured have observed the warranties and conditions of the Policy as they apply to them and that statements, answers and information supplied in or in connection with the cover provided by this Policy are true.
4. The Policy covers only those Personal Searches which have been declared to the Company in the Bordereau and sent to the Company within 14 days after the end of the calendar month in which the Effective Date falls together with the premium due.
5. If the Insured knowingly makes a claim which is false or fraudulent in any respect the cover provided under this Policy in respect of that particular property shall become void with immediate effect.
6. This Policy does not cover any loss which at the time of the loss is insured by (or would be insured by but for the existence of this Policy) any other policy of insurance other than any excess beyond the amount which would have been payable under such other policy had this Insurance not been effected.
7. Either party may terminate the Policy by giving to the other three calendar months notice in writing. All cover effected up to the date of termination will continue in full force and effect.

SUBROGATION UPON PAYMENT OR SETTLEMENT:

1. Subject to Clause 2. below whenever the Company shall have settled or paid a claim under this Policy, all rights of subrogation shall vest in the Company unaffected by any act of the Insured. The Company shall be subrogated to and be entitled to all rights and remedies that the Insured would have had against any person or property in respect of the claim had this Policy not been issued. The Insured shall, as soon as reasonably practicable after being requested in writing by the Company to do so, permit the Company to institute in the Insured's name any litigation required by the Company against any person firm or company including without limitation the institution of any appeal against any order made in such litigation.
2. In the event that a claim is settled by the Company, the Company shall waive all rights of subrogation it may have against the Insured. However, nothing in this clause shall prevent the Company making a claim against the Insured where:-
 - a. The Insured has acted fraudulently
 - b. The Insured is in breach of his warranties contained in this Policy

COMPLAINTS PROCEDURE:

Any enquiry or complaint you may have regarding this insurance may be addressed to:-

Stewart Title Limited
Stewart House, Pynes Hill
Exeter
EX2 5AZ
Telephone: 01392 680680

If you are still dissatisfied with the way in which a complaint has been dealt with, you may contact the Insurance Ombudsman Bureau for assistance who address is:-

**Insurance Ombudsman Bureau
City Gate One
135 Park Lane
London
SE1 9EA**



TERMS AND CONDITIONS

Conveyancing Report Agency, as part of its core business activities, supplies a range of conveyancing and company search reports for its clients on the Conditions set out below. These Conditions cannot be varied unless agreed in writing by a director of Conveyancing Report Agency.

1. DEFINITIONS AND INTERPRETATION

1.1. In these Conditions the following words shall have the meanings set opposite them: "Watervale Report" means any Report that we produce on your behalf. "Charges" means our charges for providing the Services, which will be notified to you on the Order Form. "Confirmation of Order" means either when we confirm acceptance of your Order whether by telephone, facsimile or electronic means or when we supply you with the Report, whichever occurs first. "Intellectual Property Rights" means any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right. "Order" means your request for us to provide the Services, which you place by completing an Order Form and sending it to us by facsimile, post or by electronic means or orally confirming the details of the Order by telephone. "Order Form" means our Order Form from time to time. "Property" means the property address or location for which you require a Report. "Report" means any report (s) that you have asked us to deliver to you as detailed in the Order Form whether an Watervale Report or a Third Party Report. "Third Party Report" means any Report that we procure from a third party on your behalf. "Services" means our delivery of Reports to you. "Us" "we" "our" means Conveyancing Report Agency which is a trading style of Watervale Limited whose registered office is at Interserve House, Ruscombe Business Park, Ruscombe, Berkshire RG10 9JU. "Working Day" means Mondays to Fridays except bank and public holidays. "You" "your" means the person firm or company who instructs us to provide them with a Report either on their own behalf or as agent of the Client.

1.2. Headings used in these Conditions are for convenience only and shall not affect their interpretation.

1.3. If there is a conflict between an Order and the Conditions, the Order will prevail.

2. THE SERVICES

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

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

2.3. We will use reasonable endeavours to ensure that the information contained within any Report is accurate at the date of its publication. You accept, however, that information on which any Report is based may be subject to change from the date of its publication and we cannot be held liable for failing to include or omit any information in the Report, which becomes publicly available after the date of publication.

2.4. Any indication that we may give as to the time in which we will deliver the Reports will be a good faith estimate only. We will use all reasonable endeavours to deliver the Reports within the time-scale that we have estimated. However, time of delivery of Reports is not of the essence.

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

3. CHARGES

3.1. Unless expressed otherwise, the Charges will include VAT at the applicable rate.

3.2. You will be primarily liable to pay us the Charges plus VAT. You will pay us the Charges within 30 days of the date of our invoice without deduction or set off. If you fail us the Charges in accordance with the payment terms set out in our invoice, we reserve the right to do one or more of the following:

3.2.1. Charge interest on the amount outstanding in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) from the date of the invoice until we receive full payment in cleared funds both before as well as after any judgement;

3.2.2. Suspend or terminate any Services that we have agreed to provide to you provided that any such suspension or termination shall not affect your liability to pay us such Charges as have accrued to us at the date of such suspension or termination.

4. YOUR OBLIGATIONS

4.1. You agree to ensure that the information that you supply to us in the Order including without limitation details of the Property is complete, accurate and up to date. You will notify us immediately you become aware of any inaccuracy contained within the Order.

- 4.2. You agree that any Report that we may deliver to you is delivered on the understanding that it is only for your use and for the purpose that you have disclosed to us.
- 4.3. You will procure that any client of yours for whom you place an Order accepts and agrees to be bound by these Conditions and any provisions contained within the Reports. You will on demand provide us with written confirmation of your compliance with this clause 4.3.
- 4.4. If there is any conflict between a provision of any Third Party Reports relating to your permitted use of the Reports and the corresponding provisions in these Conditions, the provisions of the Reports will prevail.

5. CANCELLATION

- 5.1. Should you wish to cancel or re-schedule an Order, you agree to give us as much notice (in writing) as is reasonably practicable. However, you will not be entitled to obtain a refund of the Charges if you cancel on or after the Confirmation Date.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Any and all Intellectual Property Rights in the Watervale Reports shall vest in us and remain our property. We disclaim all proprietary rights including, without limitation, Intellectual Property Rights in Third Party Reports.
- 6.2. You will not acquire nor will you attempt to register any Intellectual Property Rights in any Reports whether on your own behalf or on behalf of any Client. You further agree not to use the Reports in whole or part other than is expressly permitted by these Conditions.

7. LIMITATION OF LIABILITY

- 7.1. We cannot accept any liability for any error in a Report, which is based on any error or inaccuracy in a public register. Nor will we be liable for any information contained within a Report, which is based on information that we have obtained from a third party (not being information derived from the public register).
- 7.2. We cannot accept any responsibility for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by you.
- 7.3. Subject to any other provisions in these Conditions, we will not be liable to you for any loss, damages, costs or expenses caused directly or indirectly by a delay in Delivery (even if caused by our negligence).
- 7.4. We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of the Conditions or negligence in performing the Services even if we were advised of or knew of likelihood of such loss occurring.
- 7.5. Subject to the foregoing, our entire aggregate liability to you for direct loss arising from our being in breach of these Conditions or negligent in the course of performing the Services will not exceed £5,000,000 per claim.

8. FORCE MAJEURE

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

the reason for such a delay and you agree to give us such an extension to perform the Services as is reasonable in the circumstances.

9. ASSIGNMENT

- 9.1. You may not assign, charge or transfer any of your obligations under the Conditions without our prior written consent.
- 9.2. We may assign and/or sub-contract any contract for Services at any time on notice to you.

10. GENERAL

- 10.1. These Conditions constitute the entire agreement between you and us in respect of the Services and supersede any earlier arrangements, understandings, promises, or agreements made between the parties in respect of the Services.
- 10.2. You acknowledge that in instructing us to provide the Services, you do not do so on the basis of any representation, warranty or provision not expressly contained within these Conditions.
- 10.3. If at any time, any one or more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Condition, which shall remain in full force and effect.
- 10.4. Any failure by us to enforce a breach of the Conditions by you will not be deemed to be a waiver of any subsequent breach of these Conditions that you may make.
- 10.5. Nothing in these Conditions shall be deemed to create or be deemed to create a partnership or joint venture between us and you or the relationship of principal and agent or employer and employee.
- 10.6. These Conditions will be governed exclusively by English law. You and we agree to submit exclusively to the jurisdiction of the English courts.
- 10.7. You and we agree that no third party will be afforded any rights under these Conditions.

Order Reference:A718475-1
Produced on:15 February 2008

Drainage and Water Enquiry

Responses as required by the Home Information Pack Regulations 2007

The information in this document refers to:

This document was produced by:

Geodesys
PO Box 485
Huntingdon
PE29 6YB

This document was ordered by:

Onesearch
Skypark SP1
8 Elliot Place
Glasgow
Glasgow
G3 8Ep

Customer reference:-----

For any queries relating to this report please contact our customer services team on 01480 323889, quoting order reference: A718475-1.

The following records were searched in compiling this report: the Map of Public Sewers, the Map of Waterworks, Water and Sewer billing records, Adoption of Public Sewer records, Building Over Public Sewer records, the Register of Properties subject to Internal Foul Flooding, the Register of Properties subject to Poor Water Pressure and the Drinking Water Register. All of these are held by Geodesys.

Katie Turner, Service Delivery Manager, is the person responsible in respect of the following:

- (i) any negligent or incorrect entry in the records searched;
- (ii) any negligent or incorrect interpretation of the records searched;
- (iii) any negligent or incorrect recording of that interpretation in the search report; and
- (iv) compensation payments



4001962



working on behalf of the water industry towards a sustainable future

The Law Society endorses the use of a residential drainage and water enquiry on all occasions where a property is being sold. With their unique knowledge of the water industry, the regional water companies of England & Wales are best placed to identify any risks relating to the location and ownership of public water mains and sewers before property purchases are completed.

We do accept that on occasions, customers may not be happy and seek clarification or confirmation that our records are correct. For such instances, the Water UK CON29DW group has developed a unified approach in dealing with customer enquiries and complaints, offering customers a set of minimum standards that would apply. These are listed below.

Water UK: Residential Drainage and Water Search Complaint Procedure

As a minimum standard, Geodesys:

- will endeavour to resolve any telephone contact or complaint at the time of the call, however, if that is not possible, we will advise you on how soon we can respond. If you are not happy with our initial response, we will advise you to contact us via email, fax or letter explaining the reasons why you are not satisfied;
- will investigate and research the matter in detail and provide a written response within 5 working days of receipt of your written complaint;
- will keep you informed of the progress and update you with new timescales if necessary, depending on the scale of investigation required;
- will pay you £36.00 (Exc. VAT) compensation regardless of the outcome of your complaint, if we fail to give you a written substantive response within 5 working days;
- will automatically refund your search fee if your complaint is found to be justified, or we have made any substantive errors that change the outcome in your search result. We will provide you with a revised search and also undertake the necessary action, as within our control, to put things right as soon as practically possible. Customers will be kept informed of the progress of any action required;
- will provide the search free of charge if your search takes us longer than 10 working days to complete and we have not communicated the reasons for the delay.

If you are still not satisfied with our response or action, we will refer the matter to a Senior Manager/Company Director for resolution.

Question 1 Interpretation of Drainage and Water Search

Answer Appendix 1 of this report contains definitions of terms and expressions identified in Part 1 of Schedule 8 of Statutory Instrument 2007 No 1667 - Housing, England and Wales - The Home Information Pack Regulations 2007.

Question 2 Enquiries and Responses

Answer This drainage and water search for-----, --,-----, --,----- complies with the requirements of Statutory Instrument 2007 No 1667 - Schedules 6 and 8 to regulation 8(l) as it contains the enquiries and the appropriate responses set out in Part 2 of Schedule 8.

The records were searched by Sam Kemp who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

The report was completed by Sam Kemp who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

This was requested on 14 February 2008 and completed on 15 February 2008

The Drainage and Water Report was prepared following examination of Anglian Water's records, and other summary records derived from the original. Section 3 of the attached Drainage and Water Enquiry (Domestic) Terms and Conditions details Anglian Water Services Limited trading as Geodesys' liability.

Geodesys has provided this Drainage and Water Report in line with its Terms and Conditions which are available on its website www.geodesys.com

Geodesys, has a robust and uniformly efficient complaints process. Formal complaints and queries can be made, by telephone on 01480 323889, in writing to Geodesys, Spencer House, Spitfire Close, Huntingdon, Cambs, PE29 6XY or by e-mail to customer.feedback@geodesys.com

Question 3 Where relevant, please include a copy of an extract from the public sewer map

Answer A copy of an extract of the public sewer map is included, showing the public sewers, disposal mains and lateral drains in the vicinity of the property.

Informative Public Sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991. The Sewerage Undertakers are not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only. Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any. Assets other than public sewers may be shown on the copy extract for information.

Question 4 Does foul water from the property drain to a public sewer?

Answer Records indicate that foul water from the property drains to the public sewerage system.

Informative Sewerage Undertakers are not responsible for any private drains and sewers that connect the property to the public sewerage system, and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property. Responsibility may be shared with other users if the property is served by a private sewer which also serves other properties. Sewers may pass through land outside the control of the seller, therefore the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

Question 5 Does surface water from the property drain to a public sewer?

Answer Records indicate that surface water from the property does drain to the public sewerage system.

Informative Sewerage Undertakers are not responsible for private drains and sewers that connect the property to the public sewerage system, and do not hold details of these.
The property owner will normally have sole responsibility for private drains serving the property. Responsibility may be shared with other users if the property is served by a private sewer which also serves other properties. Sewers may pass through land outside the control of the seller, therefore the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
In some cases, water company records do not distinguish between foul and surface water connections to the public sewerage system.
If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the company.
If surface water does not drain to the public sewerage system the property may have private facilities in the form of a soakaway or private connection to a watercourse.
An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

Question 6 Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement? If so, what stage of the adoption process has been reached, and is the agreement supported by a bond?

Answer The property is part of an established development and is not subject to an adoption agreement.

Informative This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer.
Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of public drains and sewers for which they will hold maintenance and renewal liabilities.

Question 7 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?

Answer The public sewer map indicates that there are no public sewers, disposal mains or lateral drains within the boundaries of the property. However, it has not always been a requirement for such public sewers, disposal mains or lateral drains to be recorded on the public sewer map. It is therefore possible for unidentified sewers, disposal mains or lateral drains to exist within the boundaries of the property.

Informative The boundary of the property has been determined by reference to the Ordnance Survey record.

Question 8 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings with the property?

Answer The public sewer map included indicates that there is a public sewer within 30.48 metres (100 feet) of a building within the boundary of the property. (See supplied extract from the public sewer map)

Informative The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the boundary of the property can result in the local authority requiring a property to be connected to the public sewer.
The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.
Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer.

Question 9 Has a sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?

Answer There are no records in relation to any approval or consultation about plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. However, the sewerage undertaker might not be aware of a building or extension on the property over the vicinity of a public sewer, disposal main or drain.

Informative Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.

Question 10 Where relevant, please include a copy of an extract from the map of waterworks

Answer A copy of an extract of the map of waterworks is included, showing water mains, resource mains or discharge pipes in the vicinity of the property.

Supplied by:
Anglian Water Customer Services
PO Box 770
Lincoln
LN5 7WX
Tel: 08457 145 145
www.anglianwater.co.uk

Informative The 'water mains' in this context are those which are vested in and maintainable by the water company under statute. Assets other than public water mains may be shown on the plan, for information only. Water companies are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller and the buyer may therefore wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. If an extract of the public water main record is enclosed, this will show known public water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.

Question 11 Is any water main or service pipe serving or which is proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?

Answer Records confirm that water mains or service pipes serving the development, of which the property forms part, are not the subject of an existing adoption agreement or an application for such an agreement.

Informative This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to the mains water supply.

Question 12 Who are the sewerage and water undertakers for the area?

Answer Sewerage and water undertaker:
Anglian Water Customer Services
PO Box 770
Lincoln
LN5 7WX
Tel: 08457 145 145
www.anglianwater.co.uk

Question 13 Is the property connected to mains water supply?

Answer Records indicate that the property is connected to mains water supply.

Question 14 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?

Answer The map of waterworks does not indicate any water mains, resource mains or discharge pipes within the boundaries of the property.

Informative The boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public water main within the boundary may restrict further development within it. The Water company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work.

Question 15 What is the current basis for charging for sewerage and water services at the property?

Answer The charges are based on actual volumes of water measured through a water meter. ("metered-supply")
The meter serial number is: 98M120957P
The property reference number is: 0013451613

Informative Water and sewerage Undertakers' full charges are set out in their charge schemes which are available from the company free of charge upon request.
On change of occupation, the Company may install a meter at the premises and base charges upon the measured tariff. The Company may also install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for: watering the garden, other than by hand (this includes the use of sprinklers) Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.
It is policy to meter all new water connections. This would result in charges being levied according to the measured tariff.

Question 16 Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?

Answer There will be no change in the current charging arrangements as a consequence of a change in occupation.

Informative Water and Sewerage Undertakers full charges are set out in their charges schemes which are available from the company free of charge upon request.
On change of occupation, the Company may install a meter at the premises and base charges upon the measured tariff. The Company may also install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for: watering the garden, other than by hand (this includes the use of sprinklers) Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.
It is policy to meter all new water connections. This would result in charges being levied according to the measured tariff.

Question 17 Is a surface water drainage charge payable?

Answer Records confirm that a surface water drainage charge is payable for the property at £32.00 per year.

Informative Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable. Where surface water charges are payable but upon inspection the property owners believe that surface water does not drain to the public sewerage system, application can be made to the water company to end surface water charges.

Question 18 Please include details of the location of any water meter serving the property

Answer Records indicate that the property is served by a water meter, which is not within the dwelling house which is or forms part of the property, and in particular is located IN PATH LHS OF DRIVE.

Question 19 Who bills the property for sewerage services?

Answer The property is billed for sewerage services by:
Anglian Water Customer Services
PO Box 770
Lincoln
LN5 7WX
Tel: 08457 145 145
www.anglianwater.co.uk

Question 20 Who bills the property for water services?

Answer The property is billed for water services by:
Anglian Water Customer Services
PO Box 770
Lincoln
LN5 7WX
Tel: 08457 145 145
www.anglianwater.co.uk

Question 21 Is the dwelling-house which is or forms part of the property at risk of internal flooding due to overloaded public sewers?

Answer The property is not recorded as being at risk of internal flooding due to overloaded public sewers.

Informative

A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (eg. Flat gradient, small diameter). Flooding as a result of temporary problems such as blockage, siltation, collapses, and equipment or operational failures are excluded.

"Internal flooding" from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.

"At Risk" properties are those that the water company is required to include in the Regulatory Register that is reported annually to the Director General of Water Services. These are defined as properties that have suffered, or are likely to suffer, internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company's reporting procedure.

Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the At Risk register.

Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the company.

Public sewers are defined as those for which the company holds statutory responsibility under the Water Industry Act 1991. It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excluded flooding from private sewers and drains and the Company makes no comment upon this matter.

Question 22 Is the property at risk of receiving low water pressure or flow?

Answer Records confirm that the property is not recorded on a register kept by the water undertaker as being at risk of receiving low pressure or flow.

Informative "Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal.

Water Undertakers are required to include in the Regulatory Register (that is reported annually to the Director General of Water Services) properties receiving pressure below the reference level, provided that allowable exclusions do not apply. (i.e. events which can cause pressure to temporarily fall below the reference level)

The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap (mst). The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap.

The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10 metres head on the customers' side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing handbook.

Allowable exclusions: The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply.

Abnormal demand: This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected. Water Undertakers should exclude from the reported DG2 figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year companies may exclude, for each property, up to five days of low pressure caused by peak demand.

Planned maintenance: Water Undertakers should not report under DG2 low pressures caused by planned maintenance. It is not intended that water undertakers identify the number of properties affected in each instance. However, water undertakers must maintain sufficiently accurate records to verify that low pressure incidents that are excluded from DG2 because of planned maintenance are actually caused by maintenance.

One-off incidents: This exclusion covers a number of causes of low pressure: mains bursts; failures of company equipment (such as PRVs or booster pumps); firefighting; and action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

Low pressure incident of a short duration: Properties affected by low pressure which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded from the reported DG2 figures.

Question 23 Please include details of a water quality analysis made by the water undertaker for the water supply zone in respect of the most recent calendar year

Answer The analysis confirmed that all tests met the standards prescribed by the 2000 regulations or the 2001 regulations.

Informative **Anglian Water investigates all infringements of drinking water quality standards thoroughly and takes appropriate corrective actions to resolve any problems. If there was any risk to public health from the quality of drinking water supplied, the Company would inform customers immediately, advise them not to drink the water until the risk had been removed and would take appropriate steps to advise and protect their customers.**

For more detailed information, visit www.anglianwater.co.uk, or telephone 01480 323889 or write to Geodesys, PO Box 485, Huntingdon, Cambridgeshire, PE29 6TB.

Water companies have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000. However, the householder is responsible for any deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) and results in the standards not being met.

In England and Wales these regulations implement the requirements of the European Drinking Directive 98/83/EC. The 2000 Regulations impose standards for a range of parameters, which are either health based to ensure the water is safe to drink or ensure the water is aesthetically acceptable. They also require that drinking water should not contain any element, organism or substance (whether or not a parameter) at a concentration or value which would be detrimental to public health.

Water quality is normally tested at the tap used for domestic consumption, usually the kitchen. However, the householder is responsible for any deterioration in water quality that is a result of a domestic water system (the supply pipe and the plumbing within the property) and results in the standards not being met.

If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your water company (Telephone Anglian Water Customer Services on: 08457 145 145) for further advice.

The water company undertakes a monitoring programme to establish water quality that includes random sampling from domestic properties. It will notify the consumers of any failures to meet the water quality standards that are due to the condition or maintenance of the domestic distribution system.

The data collected by the company is subject to external review by the drinking water inspectorate (DWI) and by local and health authorities. In addition to reviewing quality data the DWI also carry out audits during which any area of the company's operations can be examined.

Question 24 Please include details of any departures, authorised by the Secretary of State under Part 6 of the 2000 Regulations from the provisions of Part 3 of those Regulations; or authorised by the National Assembly for Wales under Part 6 of the 2001 Regulations from the provisions of Part 3 of those Regulations

Answer There are no such authorised departures for the water supply zone.

Informative Authorised departures are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health.
Please contact your water company if you require further information.

Question 25 Please confirm the distance from the property to the nearest boundary of the nearest sewage treatment works

Answer The nearest sewage treatment works is 2.68 kilometres West of the property. The name of the sewage treatment works is SPROUGHTON-CHURCH L STW, which is the responsibility of Anglian Water.

Informative The nearest sewerage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated.
The Sewage undertaker's records were inspected to determine the nearest sewage treatment works. It should be noted, therefore, that there may be a private sewage treatment works closer than the one detailed above that has not been identified.

APPENDIX 1

GENERAL INTERPRETATION

(1) In this Schedule-

"the 1991 Act" means the Water Industry Act 1991(a);

"the 2000 Regulations" means the Water Supply (Water Quality) Regulations 2000(b);

"the 2001 Regulations" means the Water Supply (Water Quality) Regulations 2001(c);

"adoption agreement" means an agreement made or to be made under Section 51A(1) or 104(1) of the 1991 Act (d);

"bond" means a surety granted by a developer who is a party to an adoption agreement;

"bond waiver" means an agreement with a developer for the provision of a form of financial security as a substitute for a bond;

"calendar year" means the twelve months ending with 31st December;

"discharge pipe" means a pipe from which discharges are made or are to be made under Section 165(1) of the 1991 Act;

"disposal main" means (subject to Section 219(2) of the 1991 Act) any outfall pipe or other pipe which-

- (a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a sewerage undertaker or of any other person; and
- (b) is not a public sewer;

"drain" means (subject to Section 219(2) of the 1991 Act) a drain used for the drainage of one building or any buildings or yards appurtenant to buildings within the same curtilage;

"effluent" means any liquid, including particles of matter and other substances in suspension in the liquid;

"financial year" means the twelve months ending with 31st March;

"lateral drain" means-

- (a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or
- (b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under Section 104 of that Act (e);

"licensed water supplier" means a company which is the holder for the time being of a water supply licence under Section 17A(1) of the 1991 Act(f);

"maintenance period" means the period so specified in an adoption agreement as a period of time-

- (a) from the date of issue of a certificate by a sewerage undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that undertaker's satisfaction; and
- (b) until the date that private sewer or lateral drain is vested in the sewerage undertaker;

"map of waterworks" means the map made available under section 198(3) of the 1991 Act (g) in relation to the information specified in subsection (1A);

"private sewer" means a pipe or pipes which drain foul or surface water, or both, from premises, and are not vested in a sewerage undertaker;

"public sewer" means, subject to Section 106(1A) of the 1991 Act(h), a sewer for the time being vested in a sewerage undertaker in its capacity as such, whether vested in that undertaker-

- (a) by virtue of a scheme under Schedule 2 to the Water Act 1989(i);
- (b) by virtue of a scheme under Schedule 2 to the 1991 Act (j);
- (c) under Section 179 of the 1991 Act (k); or
- (d) otherwise;

"public sewer map" means the map made available under Section 199(5) of the 1991 Act (l);

"resource main" means (subject to Section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of-

- (a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or
- (b) giving or taking a supply of water in bulk;

"sewerage services" includes the collection and disposal of foul and surface water and any other services which are required to be provided by a sewerage undertaker for the purpose of carrying out its functions;

"Sewerage Undertaker" means the Company appointed to be the sewerage undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated;

"surface water" includes water from roofs and other impermeable surfaces within the curtilage of the property;

"water main" means (subject to Section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a person other than the water undertaker, which is used or to be used by a water undertaker or licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the undertaker or supplier, as distinct from for the purpose of providing a supply to particular customers;

"water meter" means any apparatus for measuring or showing the volume of water supplied to, or of effluent discharged from any premises;

"water supplier" means the Company supplying water in the water supply zone, whether a water undertaker or licensed water supplier;

"water supply zone" means the names and areas designated by a water undertaker within its area of supply that are to be its water supply zones for that year; and

"Water Undertaker" means the Company appointed to be the water undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated.

(2) In this Schedule, references to a pipe, including references to a main, a drain or a sewer, shall include references to a tunnel or conduit which serves or is to serve as the pipe in question and to any accessories for the pipe.

- (a) 1991 c.56.
- (b) S.I. 2000/3184. These Regulations apply in relation to England.
- (c) S.I. 2001/3911. These Regulations apply in relation to Wales.
- (d) Section 51A was inserted by Section 92(2) of the Water Act 2003 (c. 37). Section 104(1) was amended by Section 96(4) of that Act.
- (e) Various amendments have been made to Sections 102 and 104 by section 96 of the Water Act 2003.
- (f) Inserted by Section 56 of and Schedule 4 to the Water Act 2003.
- (g) Subsection (1A) was inserted by Section 92(5) of the Water Act 2003.
- (h) Section 106(1A) was inserted by Section 99 of the Water Act 2003.
- (i) 1989 c.15.
- (j) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.
- (k) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.
- (l) Section 199 was amended by Section 97(1) and (8) of the Water Act 2003.

DRAINAGE & WATER ENQUIRY (DOMESTIC)

TERMS AND CONDITIONS

The Customer, the Client and the Purchaser are asked to note these terms, which govern the basis on which this drainage and water report is supplied.

Definitions

"Company" means Anglian Water Services Limited trading as GEODESYS who produces the Report..

"Order" means any request completed by the Customer requesting the Report.

"Report" means the drainage and/or water report prepared by The Company in respect of the Property.

"Property" means the address or location supplied by the Customer in the Order.

"Customer" means the person, company, firm or other legal body placing the Order, either on their own behalf as Client, or, as an agent for a Client.

"Client" means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property.

"Purchaser" means the actual or potential purchaser of the Property including their mortgage lender.

Agreement

- 1.1 The Company agrees to supply the Report to the Customer and the Client subject to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. Where the Customer is acting as an agent for the Client then the Customer shall be responsible for bringing these terms to the attention of the Client and the Purchaser.
- 1.2 The Customer, the Client and the Purchaser agree that the placing of an Order for a Report and the subsequent provision of a copy of the Report to the Purchaser indicates their acceptance of these terms.

The Report

2. Whilst the Company will use reasonable care and skill in producing the Report, it is provided to the Customer, the Client and the Purchaser on the basis that they acknowledge and agree to the following:
 - 2.1 The information contained in the Report can change on a regular basis so the Company cannot be responsible to the Customer, the Client and the Purchaser for any change in the information contained in the Report after the date on which the Report was produced and sent to the Client.
 - 2.2 The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.
 - 2.3 The information contained in the Report is based upon the accuracy of the address supplied by the Customer or Client.
 - 2.4 The Report provides information as to the location & connection of existing services and other information required to comply with the provisions of the Home Information Pack Regulations in relation to drainage and water enquiries and should not be relied on for any other purpose. The Report may contain opinions or general advice to the Customer, the Client and the Purchaser. The Company cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.
 - 2.5 The position and depth of apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only, and no warranty as to its correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of The Company's apparatus.

Liability

- 3.1 The Company shall not be liable to the Client or the Purchaser for any failure defect or non-performance of its obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond the Company's reasonable control or the acts or omissions of any party for whom the Company are not responsible.
- 3.2 Where a report is requested for an address falling within a geographical area where two different companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by either company will remain with that company in respect of the accuracy of the information supplied. A company supplying information which has been provided to it by another company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the company from which the information was obtained.
- 3.3 The Report is produced only for use in relation to individual domestic property transactions which require the provision of drainage and water information pursuant to the provisions of the Home Information Pack Regulations and cannot be used for commercial development of domestic properties or commercial properties for intended occupation by third parties. When the Report is used for land only transactions the Company's entire liability (except to the extent provided by clause 3.4) in respect of all causes of action arising by reason of or in connection with the Report (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) shall be limited to £5,000.
- 3.4 The Company shall accept liability for death or personal injury arising from its negligence.

Copyright and Confidentiality

- 4.1 The Customer, the Client and the Purchaser acknowledge that the Report is confidential and is intended for the personal use of the Client and the Purchaser. The copyright and any other intellectual property rights in the Report shall remain the property of the Company. No intellectual or other property rights are transferred or licensed to the Customer, the Client or the Purchaser except to the extent expressly provided.
- 4.2 The Customer or Client is entitled to make copies of the Report but may only copy Ordnance Survey mapping or data contained in or attached to the Report, if they have an appropriate licence from the originating source of that mapping or data.
- 4.3 The Customer, the Client and the Purchaser agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.
- 4.4 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.
- 4.5 The Customer, the Client and the Purchaser agree to indemnify the Company against any losses, costs, claims and damage suffered by the Company as a result of any breach by either of them of the terms of paragraphs 4.1 to 4.4 inclusive.

Payment

5. Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by the Company, without any set off, deduction or counterclaim. Unless the Customer or Client has an account with the Company for payment of Reports, the Company must receive payments for Reports in full before the Report is produced. For Customers or Clients with accounts, payment terms will be as agreed with the Company.

General

- 6.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.
- 6.2 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
- 6.3 Nothing in these terms and conditions shall in any way restrict the Customer's, the Client's or the Purchaser's statutory or any other rights of access to the information contained in the Report.
- 6.4 These terms and conditions may be enforced by the Customer, the Client and the Purchaser.

Property Address: --



Map Centre 615552, 245470



GEODESYS
LAND & PROPERTY INFORMATION

PO Box 485, Huntingdon, PE29 6YB
DX 123730 Huntingdon 6

WATER ASSET LEGEND

Operational Potable Water

Decommissioned Water

Operational Raw Water

Title: A718475-1

Scale: 1:1250

Date: 15/02/2008 09:49

This plan is provided by Anglian Water pursuant its obligations under the Water Industry Act 1991 sections 198 or 199. It must be used in conjunction with any search results attached. The information on this plan is based on data currently recorded but the position must be regarded as approximate. Service pipes, private sewers and drains are generally not shown. Users of this map are strongly advised to commission their own survey of the area shown on the plan before carrying out any works. The actual position of all apparatus MUST be established by trial holes. No liability whatsoever, including liability for negligence, is accepted by Anglian Water for any error or inaccuracy or omission, including the failure to accurately record, or record at all, the location of any water main, discharge pipe, sewer or drain or disposal main or any item of apparatus. This information is valid for the date printed. The plan is produced by Anglian Water Services Limited, trading as Geodesys from Ordnance Survey © Crown Copyright, WU 298492. This map is to be used for the purposes of viewing the location of Anglian Water plant only. Any other use of the map data or further copies are not permitted. This notice is not intended to exclude or restrict liability for death or personal injury resulting from negligence.

Property Address: --



0 50 100 150 Metres

Map Centre 615552, 245470



PO Box 485, Huntingdon, PE29 6YB
DX 123730 Huntingdon 6

SEWERAGE ASSET LEGEND

Foul Sewerage	Surface Sewerage	Decommissioned Sewerage	Foul	Surface	Combined
Combined Sewerage	S104/Private Sewerage	Rising Main	Manholes		

Title: A718475-1

Scale: 1:1250

Date: 15/02/2008 09:49

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