

Home Information Pack

4, Beamont Walk
Brockworth
Gloucester
Gloucestershire
GL3 4BL



Home Information Pack

A Home Information Pack (HIP) is a set of documents providing important information about a property, including legal title, its energy efficiency and local search reports. These documents bring information up front in the home buying and selling process, thereby reducing the risk of problems emerging later on that can cause wasted money, time and effort if a sale is aborted or delayed.

Home Information Packs have been introduced as part of a wider objective to reform the home buying and selling process in England and Wales. Their aim is to create a more transparent and efficient market by speeding up the process and reducing unnecessary costs. In addition they provide a valuable energy efficiency rating with practical advice on measures that can be taken to improve the energy efficiency and environmental impact of the home.

Property address:	4, Beamont Walk Brockworth Gloucester Gloucestershire GL3 4BL
Vendor:	Steven Gillespie.Heather Gillespie
HIP provided by:	Mark Sumpter 280 Innsworth Lane Innsworth Gloucester GL3 1ED Telephone: 01452 731948 Email: mmienergy@aol.com
HIP Created Date:	05-Feb-10

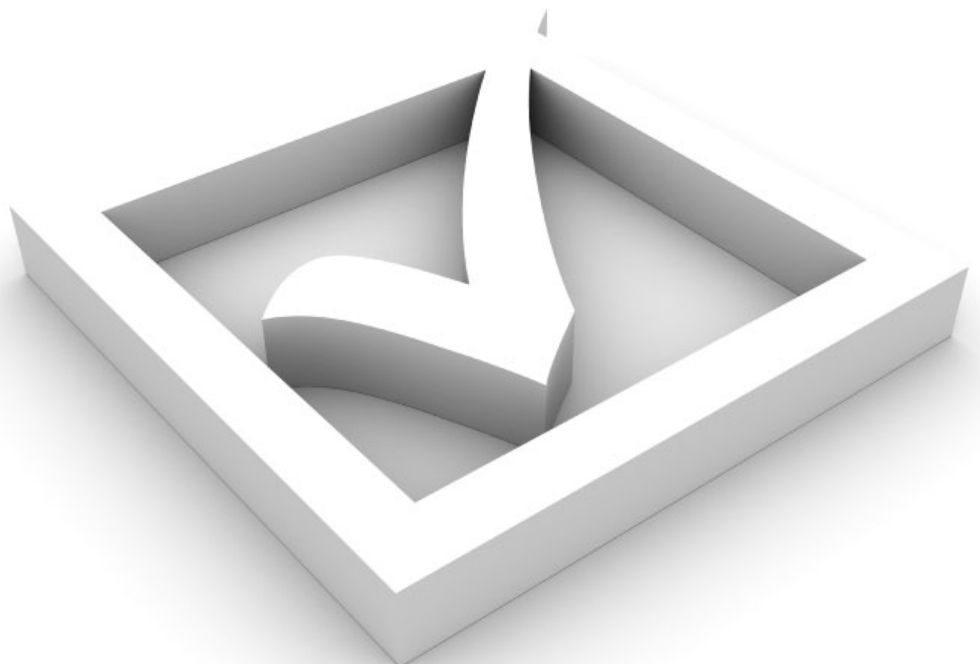


Pack Index

This Index lists all documents included in this Home Information Pack.

Government regulations stipulate which documents can and must be included in your HIP. Documents are either 'required' or 'authorised'. 'Required' documents are mandatory and must be included, 'authorised' documents are optional and can be included if desired.

If any 'required' documents are not included, the reason for their omission is given and details of any steps being taken to obtain that document is provided, along with expected dates.



Home Information Pack Index

Property address: 4, Beamont Walk, Brockworth, Gloucester, Gloucestershire, GL3 4BL

The following documents are included in this pack;

Document	Date Provided	Supplier
Pack Index		
The Index (this document) lists all documents included in this HIP.		
Property Reports		
Property Information Questionnaire (PIQ)	26 January 2010	Vendor
Energy Performance Certificate	26 January 2010	Mark Sumpter
Sale Statement		
Sale Statement	26 January 2010	Mark Sumpter
Title Documents		
Copy of Individual Register	26 January 2010	TM Property (NLIS)
Title Plan	26 January 2010	TM Property (NLIS)
Search Reports		
Personal Local Authority Search (Assured)	5 February 2010	Assured Searches
Drainage & Water Enquiries (Con29DW)	27 January 2010	TM Property (NLIS)

Property Reports

This section contains the following documents;

- 1) Property Information Questionnaire (PIQ)
- 2) Energy Performance Certificate

The Property Information Questionnaire (PIQ) provides buyers with basic, useful information about a property that will help to inform their decision to view a property or make an offer.

The Energy Performance Certificate (EPC) identifies how energy efficient a property is, on a scale of A-G. The most efficient properties, which should have the lowest fuel bills, are in band A.

The Certificate also tells you, on a scale of A-G, about the impact the property has on the environment. Better-rated properties should have less impact through carbon dioxide (CO₂) emissions.

The average property in the UK is in bands D-E for both ratings. The Certificate includes recommendations on ways to improve the property's energy efficiency to save you money and help the environment.



Property Information Questionnaire

Property Information Questionnaire

Part 1

About this form -

This form should be completed by the seller. The seller may be 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 (e.g. a power of attorney) or be selling in some other capacity. The form should be completed and read as though the questions were being answered by the owner.

If you are the seller, you should be aware -

- 1 Answers given in this form should be truthful and accurate to the best of your knowledge. The questions have been designed to help the smooth sale of your home. Misleading or incorrect answers are likely to be exposed later in the conveyancing process and may endanger the sale.
- 2 Information included in this form does not replace official documents or legal information. You should be prepared to provide such documents on request in support of the answers given in this form.
- 3 If you hold any guarantees for work on your property, your buyer's conveyancer is likely to ask for evidence, which it is in your interests to make available as soon as possible.
- 4 If anything changes to affect the information given in this form prior to the sale of your home, you should inform your conveyancer or estate agent immediately.

If you are an estate agent you should be aware -

- 5 This form should be completed by the seller but it is your responsibility to ensure that it is included in the Home Information Pack.
- 6 The Property Misdescriptions Act 1991 does not apply where the form has been completed solely by the seller.

If you are the buyer you should be aware -

- 7 This information contained in this document should have been completed truthfully and accurately by the seller. However, the information only relates to the period during which the seller has owned the property (see question 1) and does not replace official documents or legal information and you should confirm any information with your conveyancer.

The seller must provide the information set out in Part 1 of this questionnaire.

Where the property being sold is a leasehold property, the seller must also complete Part 2 of this questionnaire.

ALL PROPERTIES

a. The postal address of the property

4 Beaumont Walk, Gloucester GL3 4BL

b. The name of the seller

Mr & Mrs Gillespie

c. The date the PIQ was completed	
1. When was the property purchased?	[] month [] year
2. Is your property a listed building or contained in a listed building?	Yes No Don't know
3. What council tax band is the property in? <i>[Note: Buyers should be aware that improvements carried out by the seller may affect the property's council tax banding following a sale]</i>	A B C D E F G H Band:
4. What parking arrangements exist at your property?	Garage Allocated parking space
Other issues affecting the property	
5. Has there been any damage to your property as a result of storm or fire since you have owned it? 5a. If "yes", please give details.	No
6. If you have answered "yes" to question 5, was the damage the subject of an insurance claim? 6a. If "yes", please state whether any of these claims are outstanding.	N/A
7. Are you aware of any flooding at your property since you have owned it or before?	No

7a. If "yes", please give details.	
<p>8. Have you checked the freely available flood risk data at the Environment Agency's website (http://www.environment-agency.gov.uk/subjects/flood)?</p> <p>8a. If "yes", please give details.</p> <p>8b. If "no" the buyer is advised to check the Environment Agency website for an indication of flood risk in the area.</p>	No
<p>9. Has there been any treatment of or preventative work for dry rot, wet rot or damp in the property since you have owned the property?</p> <p>9a. If "yes", please give details of any guarantees relating to the work and who holds the guarantees.</p>	No
Utilities and Services	
<p>10. Is there central heating in your property?</p> <p>10a. If "yes", please give details of the type of central heating (examples: gas-fired, oil fired, solid fuel, liquid gas petroleum).</p>	<p>Yes</p> <p>gas fired</p>
11. When was your central heating or other primary heating system last serviced?	Not serviced
12. When was the electrical wiring in your property last checked?	Not serviced

13. Please indicate which services are connected to your property:

Services

Connected

Electricity /yes

Gas /yes

Water mains or private water supply/ yes

Drainage to public sewer (*if not connected please indicate whether there is a cesspool or septic tank*)

Telephone/yes

Cable TV or Satellite/yes

Broadband/yes

Changes to the property

14. Have you carried out any structural alterations, additions or extensions (e.g. provision of an extra bedroom or bathroom) to the property?

Yes

14a. If "yes", please give details of the nature of the work

<p>14b. Was building regulation approval obtained?</p> <p>14c. Was planning permission obtained?</p> <p>14d. Was listed building consent obtained?</p> <p>If the response was “no” for any of (b) to (d), please state why not (e.g. “not required” or “work completed under approved person scheme”).</p>	<p>N/A</p> <p>N/A</p> <p>N/A</p>
<p>15. Have you had replacement windows, doors, patio doors or double glazing installed in your property?</p> <p>15a. If “yes”, please give details of changes and guarantees, if held.</p>	<p>No</p>
<p>Access</p>	
<p>16. Do you have right of access through any neighbouring homes, buildings or land?</p>	<p>No</p>

16a. If "yes", please give details.	
17. Does any other person have a right of access through your property? 17a. If "yes", please give details.	No
Leasehold properties	
18. Is your property a leasehold property? If "yes" complete Part 2 of this questionnaire. If "no" there is no need to complete Part 2 of this questionnaire.	No
PART 2: LEASEHOLD PROPERTIES	
<p>Only complete this part if the property is a leasehold property.</p> <p>If the lease is a new one and has not yet been granted, please answer the questions based on the draft terms of the lease.</p> <p>Before entering into a binding commitment, buyers should confirm any matter relating to the leasehold ownership by reading the lease and checking the position with their conveyancer.</p>	
Additional information for leasehold properties	
19. What is the name of the person or organisation to whom you pay - 19a. ground rent; and 19b. service charges (if different from (a) above)?	
20. How many years does your lease have left to run?	
21. How much is your current annual ground rent?	

22. How much is your current annual service charge?	
23. How much is your current annual buildings insurance premium (if not included in the service charge)?	
<p>24. Are you aware of any proposed or ongoing major works to this property?</p> <p>24a. If "yes", what type of works are they and what is the expected cost relating to this property (if known)?</p>	No
<p>25. Does the lease prevent you from -</p> <p>25a. Sub-letting?</p> <p>25b. Keeping pets?</p>	<p style="text-align: center;">No</p> <p style="text-align: center;">No</p>
<p>26. Does the lease allow you to:</p> <p>26a. Use a car park or space?</p> <p>26b. Have access to a communal garden (where applicable)?</p>	N/A
<p>27. Leases often permit or prevent certain types of activity relating to the use of the property, those referred to in question (25) are examples. Are there any other conditions or restrictions in the lease which could significantly impact on a person's use of the property?</p> <p>27a. If "yes", please specify.</p>	
N/A	

Energy Performance Certificate



4, Beamont Walk,
Brockworth,
GLOUCESTER,
GL3 4BL

Dwelling type: Mid-terrace house
Date of assessment: 26 January 2010
Date of certificate: 26 January 2010
Reference number: 8700-6429-5420-4086-3922
Type of assessment: RdSAP, existing dwelling
Total floor area: 127 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.

Energy Efficiency Rating		
	Current	Potential
Very energy efficient - lower running costs		
(92 plus) A		
(81-91) B		
(69-80) C	79	81
(55-68) D		
(39-54) E		
(21-38) F		
(1-20) G		
Not energy efficient - higher running costs		
England & Wales	EU Directive 2002/91/EC	

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 are likely to be.

Environmental Impact (CO ₂) Rating		
	Current	Potential
Very environmentally friendly - lower CO ₂ emissions		
(92 plus) A		
(81-91) B		
(69-80) C	79	80
(55-68) D		
(39-54) E		
(21-38) F		
(1-20) G		
Not environmentally friendly - higher CO ₂ emissions		
England & Wales	EU Directive 2002/91/EC	

The environmental impact rating is a measure of this 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	129 kWh/m ² per year	120 kWh/m ² per year
Carbon dioxide emissions	2.7 tonnes per year	2.5 tonnes per year
Lighting	£131 per year	£70 per year
Heating	£348 per year	£359 per year
Hot water	£140 per year	£140 per year

The figures in the table above have been provided to enable prospective buyers and tenants to compare the fuel costs and carbon emissions of one home with another. To enable this comparison the figures have been calculated using standardised running conditions (heating periods, room temperatures, etc.) that are the same for all homes, consequently they are unlikely to match an occupier's actual fuel bills and carbon emissions in practice. The figures do not include the impacts of the fuels used for cooking or running appliances, such as TV, fridge etc.; nor do they reflect the costs associated with service, maintenance or safety inspections. Always check the certificate date because fuel prices can change 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.

This EPC and recommendations report may be given to the Energy Saving Trust to provide you with information on improving your dwelling's energy performance.

Certification mark

About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by Elmhurst Energy Systems Ltd, to a scheme authorised by the Government. This certificate was produced using the RdSAP 2005 assessment methodology and has been produced under the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 as amended. A copy of the certificate has been lodged on a national register.

Assessor's accreditation number: EES/001325
Assessor's name: Mr. Mark Sumpter
Company name/trading name: Mark Sumpter
Address: 280 Innsworth Lane, Gloucester, GL3 1ED
Phone number: 01452 731948
Fax number:
E-mail address: marksumpter1@aol.com
Related party disclosure: No related party

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

Details of the assessor and the relevant accreditation scheme are as above. You can get contact details of the accreditation scheme from their website at www.elmhurstenergy.co.uk 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 home. Different methods of calculation are used for homes and for other buildings. Details can be found at www.communities.gov.uk/epbd.

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 on 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 everyday measures that will save money, improve comfort and reduce the impact on the environment. Some examples are given at the end of this report.

**Visit the Department for Communities and Local Government website at
www.communities.gov.uk/epbd 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 - the Department is the controller of the data on the register for Data Protection Act 1998 purposes
- Learn more about energy efficiency and reducing energy consumption

Further information about Energy Performance Certificates can be found under Frequently Asked Questions at www.epcregister.com

Recommended measures to improve this home's energy performance

4, Beamont Walk,
Brockworth,
GLOUCESTER, GL3 4BL

Date of certificate: 26 January 2010
Reference number: 8700-6429-5420-4086-3922

Summary of this home's energy performance related features

The table below gives an assessment of the key individual elements that have an impact on this home's energy and environmental performance. Each element is assessed by the national calculation methodology against the following scale: Very poor / Poor / Average / Good / Very good. The assessment does not take into consideration the physical condition of any element. 'Assumed' means that the insulation could not be inspected and an assumption has been made in the methodology based on age and type of construction.

Elements	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Cavity wall, as built, insulated (assumed)	Good	Good
Roof	Pitched, 150 mm loft insulation	Good	Good
Floor	Solid, insulated (assumed)	-	-
Windows	Fully double glazed	Good	Good
Main heating	Boiler and radiators, mains gas	Good	Good
Main heating controls	Programmer, room thermostat and TRVs	Good	Good
Secondary heating	Room heaters, electric	-	-
Hot water	From main system	Good	Good
Lighting	Low energy lighting in 12% of fixed outlets	Poor	Poor
Current energy efficiency rating		C 79	
Current environmental impact (CO ₂) rating		C 79	

Low and zero carbon energy sources

None

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 Low energy lighting for all fixed outlets	£51	B 81	C 80
Total	£51		
Potential energy efficiency rating		B 81	
Potential environmental impact (CO ₂) rating		C 80	

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. However you should check the conditions in any covenants, planning conditions, warranties or sale contracts.

2 Solar water heating	£35	B 82	B 82
3 Solar photovoltaic panels, 2.5 kWp	£172	B 90	B 90
Enhanced energy efficiency rating		B 90	
Enhanced environmental impact (CO ₂) rating		B 90	

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

If you are a tenant, before undertaking any work you should check the terms of your lease and obtain approval from your landlord if the lease either requires it, or makes no express provision for such work.

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 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.

About the further measures to achieve even higher standards

Further measures that could deliver even higher standards for this home. You should check the conditions in any covenants, planning conditions, warranties or sale contracts before undertaking any of these measures. If you are a tenant, before undertaking any work you should check the terms of your lease and obtain approval from your landlord if the lease either requires it, or makes no express provision for such work.

2 Solar water heating

A solar water heating panel, usually fixed to the roof, uses the sun to pre-heat the hot water supply. This will significantly reduce the demand on the heating system to provide hot water and hence save fuel and money. The Solar Trade Association has up-to-date information on local installers and any grant that may be available.

3 Solar photovoltaic (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 British Photovoltaic Association has up-to-date information on local installers who are qualified electricians and on 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 appropriately qualified and registered as such with a competent persons scheme¹, and can therefore self-certify the work for Building Regulation compliance.

What can I do today?

Actions that will save money and reduce the impact of your home on the environment include:

- Ensure that you understand the dwelling and how its energy systems are intended to work so as to obtain the maximum benefit in terms of reducing energy use and CO2 emissions.
- 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.
- Close your curtains at night to reduce heat escaping through the windows.
- If you're not filling up the washing machine, tumble dryer or dishwasher, use the half-load or economy programme.

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.

¹ For information on approved 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.

Sale Statement

This section contains the following documents;

1) Sale Statement

This Sale Statement is a declaration by the seller that provides some basic information about the property being sold.

It confirms the full address of the property, the tenure of the property (whether the property is freehold, leasehold or commonhold), and whether the property is registered with Land Registry or not.

It also confirms the seller's name, the capacity in which they are selling the property, and whether or not the property is being sold with vacant possession.



Sale Statement

Property address
4, Beamont Walk Brockworth Gloucester Gloucestershire GL3 4BL
Tenure
The tenure of the property is freehold
Land registration
The property is registered with Land Registry The property title includes the whole of a registered estate
Seller's details
The property is being sold by Steven Gillespie.Heather Gillespie The seller is the owner
Vacant possession
The property is being sold with vacant possession
Additional Information

Title Documents

This section contains the following documents;

- 1) Copy of Individual Register
- 2) Title Plan

These title documents confirm that the property is registered with the Land Registry, and verify the registered owner of the property. The copy of the Register details the land and estate included in the title of the property, and the particulars of the owner.

The Title Plan shows an outline plan of the registered estate and its surrounding area.



Search Reports

This section contains the following documents;

- 1) Personal Local Authority Search (Assured)
- 2) Drainage & Water Enquiries (Con29DW)

The search of the Local Land Charges Register and Standard Enquiries of the Local Authority cover such issues as planning and building regulations, traffic and road schemes, notices and other matters.

The Drainage and Water search report (CON29DW) details the services to the property provided by the local Water Authority.





Enquiries of the Local Authority 2007 edition

Assured Searches Ltd have professionally compiled this Report by using and including the most up-to-date available information. This information is presented to you so that you may make an informed decision on the purchase of this property.

Local Authority:

Tewkesbury Borough Council
Council Offices
Gloucester Road
Tewkesbury
GL20 5TT

Property:

6 Craven Drive
Churchdown
Gloucester
GL3 2DZ

Date of Search:

3rd February 2010

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

Prepared by: Tony Sponsillo

Conducted by: Ian Benger

Confirmation of Search

It is hereby confirmed that the Search requested above reveals the attached registrations described in this Report hereto-up to and including the date of this search. The replies relate solely to the property address shown above. Information contained in the section Register of Local Land Charges will not be duplicated to any other part of this report.



Assured Searches Ltd is authorised and regulated by the Financial Services Authority.

We Assured Searches Ltd, hereby confirm that in submitting an Order to us you have asked us to procure and arrange suitable "Local Authority Search Indemnity Insurance" as part of our service. This we have done, and have also arranged for you to be supplied with the necessary policy documentation, key features, and claims procedure relating to the cover placed. Please also note that we procure and arrange, on request, suitable Chancel Liability Insurance and Contaminated Land Insurance.



www.assuredsearches.co.uk; info@assuredsearches.co.uk



Assured Searches Ltd, 132 High Street, Nailsea, Bristol. BS48 1AH. Tel 01275 851 000

Summary of Search Report

Local Land Charges Registrations	1
1.1 Planning and Building Regulations	
Planning Permissions, Listed Building or Conservation Area Consents	None
Certificate of Existing /Proposed Use or Development	None
Building Regulation Approvals/Certificates	None
1.2 Planning Designations and Proposals	
Local Plan Policies	Yes
2.0 Roads	
Roads, Footways and Footpaths Maintained at Public Expense	Yes
3. Other Matters	
Land Required for Public Purposes	No
Land to be Acquired for Road Works	No
Drainage Agreements and Consents	No
Nearby Road Schemes	No
Nearby Railway Schemes	No
Traffic Schemes	No
Outstanding Notices	No
Contravention of Building Regulations	No
Notices, Orders, Directions and Proceedings under Planning Acts	No
Conservation Area not shown on Land Charges Register	No
Compulsory Purchase	No
Contaminated Land	No
Radon	Yes

Register of Local Land Charges

Part 3: Planning Charges

Description of Charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of Registration
Full Application Conditional Planning Permission dated 10/06/1987 Erection of a dwelling house with private car garage. Construction of a new vehicular and pedestrian access. Planning Application Number: 87/00524/FUL Local Land Charge Ref: AP210225	Tewkesbury Borough Council	Council Offices, Gloucester Road, Tewkesbury, GL20 5TT	10/06/1987

1.1 - Planning and building 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) a planning permission;	None
(b) a listed building consent;	None
(c) a conservation area consent;	None
(d) a certificate of lawfulness of existing use or development;	None
(e) a certificate of lawfulness of proposed use or development;	None
(f) building regulations approvals;	None
(g) a building regulations completion certificate; and	None
(h) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme	None

Informative

Unless otherwise requested, answers to questions in this section include the period covered by the Council's computerised records. Prior records may be searched at additional cost.

Replies in this section are in addition to any information shown in the Register of Local Land Charges.

The seller or developer should be asked to provide evidence of compliance with Building Regulations.

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 existing or proposed development plan?

Local Plan
Larger Settlements

2. - Roads

Which of the roads, footways and footpaths named in the application for this search are—

(a) highways maintainable at public expense;	Yes
Adopted: Craven Drive Un-Adopted: Rear access	
(b) subject to adoption and supported by a bond or bond waiver;	No
(c) to be made up by a local authority who will reclaim the cost from the frontagers; or	No
(d) to be adopted by a local authority without reclaiming the cost from the frontagers?	No

Informative

If a road, footpath or footway is not a highway, there may be no right to use it

3.1 - Land required for public purposes

Is the property included in land required for public purposes?	No
--	----

3.2 - Land to be acquired for road works

Is the property included in land to be acquired for road works?	No
---	----

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	No
(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?	No

Informative

The sewerage undertaker should be asked about drainage generally

3.4 - Nearby road schemes

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

(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme;	No
(b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;	No
(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;	No
(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;	No
(e) the centre line of the proposed route of a new road under proposals published for public consultation; or	No
(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?	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?	No
---	----

3.6 - Traffic schemes

Has a local authority approved but not yet implemented any of the following for roads, footways and footpaths which abut the boundaries of the property—

(a) permanent stopping up or diversion;	No
(b) waiting or loading restrictions;	No
(c) one way driving;	No
(d) prohibition of driving;	No
(e) pedestrianisation;	No
(f) vehicle width or weight restriction;	No
(g) traffic calming works including road humps;	No
(h) residents parking controls;	No
(i) minor road widening or improvement;	No
(j) pedestrian crossings;	No
(k) cycle tracks; or	No
(l) bridge building?	No

Informative

In some circumstances road closure orders can be obtained by third parties from magistrates courts or can be made by the Secretary of State for Transport, without involving the Council

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;	No
(b) environment;	No
(c) health and safety;	No
(d) housing;	No
(e) highways; or	No
(f) public health?	No

3.8 - Contravention of Building Regulations

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

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;	No
(b) a stop notice;	No
(c) a listed building enforcement notice;	No
(d) a breach of condition notice;	No
(e) a planning contravention notice;	No
(f) another notice relating to breach of planning control;	No
(g) a listed building repairs notice;	No
(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;	No
(i) a building preservation notice;	No
(j) a direction restricting permitted development;	No
(k) an order revoking or modifying planning permission;	No
(l) an order requiring discontinuance of use or alteration or removal of buildings or works;	No
(m) a tree preservation order; or	No
(n) proceedings to enforce a planning agreement or planning contribution?	No

3.10 - Conservation Areas

Do the following apply in relation to the property—	
(a) the making of the area a conservation area before 31st August 1974;	No
(b) an unimplemented resolution to designate the area a conservation area?	No

3.11 - Compulsory Purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	No
---	----

3.12 – Contaminated Land

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;	No
(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	No
(c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990(b) before the service of a remediation notice?	No

Informative

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

3.13 – Radon Gas

Do records indicate that the property is in a “Radon Affected Area” as identified by the Health Protection Agency?	Yes
--	-----

Informative

“Radon Affected Area” means a part of the country with a 1% probability or more of present or future homes being above the Action Level. Such areas are designated by the Health Protection Agency which also advises Government on the numerical value of the “Radon Action Level” (the recommended maximum radon concentration for present homes expressed as an annual average concentration in the home. Radon concentrations above the Action Level should be reduced below it and become as low as reasonably practicable).

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

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

Further information on radon, including an indicative version of the radon Affected Areas map, the associated health risks and common questions and answers is available on the Health Protection Agency (HPA) web site (<http://www.hpa.org.uk/radiation/radon/index.htm>). Alternatively information can be requested from HPA by telephone (0800 614529 (24h) or 01235 822622 (D/T)) or by writing to Radon Studies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon, OX11 0RQ

Additional Comments

This report has been compiled using information contained within or derived from the Registers held by the Local Authority departments of Local Land Charges, Planning, Building Control, Highways and Environment, either by inspecting the source itself, or obtaining a verbal or written response from an official entitled to provide the information, or extracted from council or government websites.

Information contained within this report relate exclusively to the property address as shown on the front of this report. Information recorded in the Register of Local Land Charges is not duplicated elsewhere in this report.

Assured Searches Limited will be liable for any negligent or incorrect interpretation of the records searched or recording of that interpretation in the search report. The local authority will be liable for any negligent, incorrect or omitted entry in the records searched.

For the purposes of the Home Information Pack regulations, this report may be copied as required by a responsible person with a duty for the sale or purchase of the property.

Assured Searches Ltd. is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly.

If you want to make a complaint, we will:

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

If you are not satisfied with our final response, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk.

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

Complaints should be sent to:

Ian Benger
The Compliance Officer
Assured Searches Ltd
132 High Street
Nailsea
Bristol
BS48 1AH

01275 851000

ascm@assuredsearches.co.uk

Summary of Terms and Conditions

Definitions

1. In these terms and conditions, the following words shall have the following meanings:

'Report' means a Search Report and any information that ASL supplies to the Customer including all services, datasets, software or information contained in them, and searches carried out by ASL as instructed by the customer in respect of the Property.

'Property' means the address or location supplied by the Customer or Client in the Order for the Report.

'Order' means an order for a Report or a number of Reports submitted to ASL by the Customer.

'Charges' means ASL's fees for producing the Report, plus all costs and expenses incurred by ASL in providing their services.

'Customer' means the individual, firm, corporation or company from whom ASL receives instructions.

Agreement

2. These Terms apply to the provision by Assured Searches Limited (ASL) to the Customer of Report(s) in consideration of the payment by the Customer of the Charges.

The Search Report

3. ASL shall use reasonable skill and care in preparing Reports.

3.1 If the Customer believes there is any defect or inaccuracy in a Report, the Customer must notify ASL of such defect or inaccuracy as soon as possible following delivery of the Report to the Customer.

3.2 If a Report contains a conclusion or other interpretation of its contents, the Customer must not rely exclusively on the Report in order to value the property or land to which the Report relates; to determine its actual status or condition; or to conclude as to its suitability for any use.

3.3 The Customer should carefully inspect the property or land to which the Report relates and take advice or obtain information from other sources before making any important decision about the property or land to which the Report relates.

3.4 If the Customer supplies the Report to any other person, the Customer shall procure that the third party agrees to the limitations set out in these Terms.

Liability and Insurance

4. In accordance to Third Party Contractual Rights, as required by Schedule 6 of the HIPs (No. 2) Regulations 2007, the provisions of the contract (a) may be enforced by (i) the seller; (ii) a potential or actual buyer of the property interest; and (iii) a mortgage lender in respect of the property interest; and (b) may be enforced by such persons in their own right, whether or not they are a party to the contract.

4.1 Nothing in these Terms shall limit or exclude ASL's liability for death or personal injury arising out of its negligence or ASL's liability for fraud.

4.2 ASL provides Local Authority Search Indemnity Insurance as part of its service and can arrange other related insurances on request. ASL is authorised and regulated by the Financial Services Authority in this respect

Insurer

First Title Insurance, Title House, 33-39 Elmfield Road, Bromley, Kent, BR1 1LT

Price and Payment

5. The Customer shall pay the Charges to ASL in accordance with these Terms.

Confidentiality

6. ASL is committed to protecting and respecting the customers privacy and to using technology to enhance the security of personal & confidential information submitted to it either directly or through its website in accordance with relevant law, and in particular the Data Protection Act 1998. In this respect, ASL has strict internal procedures designed to protect such information from unauthorised access, improper use, alteration, and unintended destruction or loss. Customers, and their authorised agents, have the right by written request and payment of a small fee, to copies of any personal & confidential information held by ASL about them.

Copyright

7. All Intellectual Property in the Report shall be owned by ASL or its suppliers. The Report is provided for the Customer's own use. The Customer may use the Report for a third party if the use of the Report is part of services that the Customer is providing to that third party in the ordinary course of the Customer's business. The Customer may only use a Report once for the benefit of a third party.

7.1 All documentary material produced, published, and disseminated, by ASL, whether in hard or electronic form, concerning itself or its services, and including but not limited to text, graphics and Intellectual Property, is the Copyright of Assured Searches Limited, unless otherwise expressly stated. Customers and other interested persons may view such material and browse the relevant website at their discretion, although ASL reserves its rights and strictly prohibits any copying, downloading or use (other than by ASL and parties authorised by it) of such material for any commercial purpose whatsoever.

7.2 For the purposes of the Home Information Pack regulations, this report may be copied as required by a responsible person with a duty for the sale or purchase of the property.

General

8. If a Court or other body of competent jurisdiction declares that any of these Terms is void or unenforceable, the rest of the Terms shall remain in full force and effect.

8.1 The Customer agrees that any disputes with ASL will be settled in an English court.

8.2 These Terms shall be governed by English law.

8.3 It should be noted that, in submitting an order to ASL for any of its services, the Customer accepts and agrees to abide by the full Terms and Conditions which can be viewed on our website or sent to the customer in hard form at their request.

Important Consumer Protection Information

This search has been produced by Assured Searches Ltd., 132 High Street, Nailsea, Bristol BS48 1AH. 01275 851 000 info@assuredsearches.co.uk which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code.

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders who rely on property search reports carried out on residential property within the United Kingdom. It sets out minimum standards which firms compiling and/or selling search reports have to meet. By giving you this information, your search provider is confirming that they keep to the principles of the Code. This provides important protection for you.

The Code's core principles

Search providers which subscribe to the Code will:

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

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £5,000 to you if he finds that you have suffered actual loss as a result of your search provider failing to keep to the Code.

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

TPOs Contact Details:

The Property Ombudsman scheme
Beckett House
4 Bridge Street
Salisbury
Wiltshire SP1 2LX
Tel: 01722 333306
Fax: 01722 332296
Email: admin@tpos.co.uk

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

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



SEARCH REPORT INSURANCE POLICY

Policy Issuer: Assured Searches Limited
Policy Number: 60-027-004642

1. Definitions

In this policy unless the context otherwise requires:

- 1.1 **"Actual Loss"** (which in the case of a Buyer and Potential Buyer will not exceed the amount either reasonably believes to be the value of the Land at the Policy Date and assuming residential use of the Land) means:
- 1.1.1 in respect of a Buyer:
 - (a) the difference between the Market Value of the Land without an Adverse Entry and the Market Value as reduced by the effect of an Adverse Entry
 - (b) the cost of demolishing, altering or reinstating any part of the Land to comply with an order made by an Appropriate Body
 - (c) the amount required to pay any charges or other financial liabilities registered against the Land
 - 1.1.2 in respect of a Potential Buyer: any sums actually expended by the Potential Buyer in contemplation of buying the Land
 - 1.1.3 in respect of a Seller: actual financial loss
 - 1.1.4 in respect of a Lender: the difference between the amount of loan outstanding at the time the Lender becomes aware of an Adverse Entry and the amount recovered by the Lender on sale of the Land.
- 1.2 **"Adverse Entry"** means a matter affecting the Land which should be disclosed in the information provided by an Appropriate Body for the purpose of compiling a Search Report.
- 1.3 **"Appropriate Body"** means a local authority or other public body providing information to be included in a Search Report.
- 1.4 **"Authorised Expenses"** means any costs, legal fees and expenses that First Title is obliged to pay under this policy and has approved in writing.
- 1.5 **"Bordereau"** means the form supplied by First Title to the Policy Issuer recording insurance given in respect of individual residential properties insured under the terms of this policy.
- 1.6 **"Buyer"** means a person buying an interest in the Land relying upon a Search Report prepared in relation to the Land.
- 1.7 **"First Title"** means First Title Insurance plc.
- 1.8 **"HIP"** means a Home Information Pack produced in accordance with the Home Information Pack Regulations 2007 and any amendment or re-enactment of them in force at the Policy Date.
- 1.9 **"Insured"** means all or any of:
- 1.9.1 a Buyer
 - 1.9.2 a Potential Buyer
 - 1.9.3 a Seller
 - 1.9.4 a Lender
- 1.10 **"Know, Known or Knowing"** means having actual knowledge and not constructive knowledge or notice which may be imparted by matters appearing in public records established by local government or other relevant public bodies.
- 1.11 **"Land"** means the interest in an individual residential property specified in the Bordereau.
- 1.12 **"Lender"** means a person or body making a loan to a Buyer secured over the Land.
- 1.13 **"Market Value"** means the average of valuations carried out by independent and suitably qualified valuers appointed respectively by the Insured making a claim and by First Title.
- 1.14 **"Policy Date"** means the date on which the Search Report was prepared.
- 1.15 **"Policy Issuer"** means Assured Searches Limited who will not be an insured under this Policy.
- 1.16 **"Potential Buyer"** means a person other than a Buyer who relies upon a Search Report in contemplation of buying the Land.
- 1.17 **"Search Report"** means a report providing the information required by the Home Information Pack Regulations 2007 (or any amendment or re-enactment of them in force at the Policy Date) obtained from a private search provider and not directly from an Appropriate Body.
- 1.18 **"Seller"** means a person selling the Land.

2. Coverage Statement

Subject to the terms and conditions of this policy and as the circumstances may require First Title will do either or both of the following:

- 2.1 indemnify each Insured against Actual Loss incurred by that Insured by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to that Insured in the Search Report; and/or
- 2.2 at First Title's option, defend the Insured(s) for the risks insured by this policy. First Title will also pay any Authorised Expenses that it incurs in that defence. First Title can end this duty to defend by exercising any of the options listed in paragraph 8 of this policy.

3. Exclusions

First Title will not indemnify an Insured against Actual Loss, will not have a duty to defend and will not be obliged to pay Authorised Expenses resulting from any of the following matters:

- 3.1 risks that:
 - 3.1.1 that Insured creates, allows or agrees to at any time
 - 3.1.2 are known to that Insured but not to First Title and do not appear in any records established by the Appropriate Bodies on or before the date of the Search Report
 - 3.1.3 do not cause that Insured any loss
 - 3.1.4 occur, come into existence or are recorded in public records established by an Appropriate Body after the Policy Date
 - 3.1.5 are disclosed to the Insured during negotiation, correspondence or in reply to enquiries before contract

4. Continuation of indemnity

The coverage of any insurance given under this policy does not continue to protect any purchaser from a Buyer or Lender.

5. Notification of a claim

- 5.1 An Insured must advise First Title in writing as soon as possible after that Insured becomes aware of any claim or circumstance which might entitle that Insured to make a claim under this policy. The Insured must inform First Title Insurance plc in any one of the following formats also quoting the reference being the policy number and SRIP 03/09
 - 5.1.1 by post to Legal and Claims, Title House, 33-39 Elmfield Road, Bromley, Kent, BR1 1LT
 - 5.1.2 by fax to First Title Insurance plc on 0870 389 2171
 - 5.1.3 by e-mail to legal&claims@firsttitle.eu

- 5.2 First Title's obligation to an Insured under this policy may be reduced in part or in whole if that Insured refuses to co-operate with First Title and any action or omission of that Insured in these respects adversely affects First Title's ability to dispute or defend any challenge or claim or to commence any action against other persons.

6. Defence and prosecution of actions and an Insured's duty to co-operate

- 6.1 First Title may at its own expense and without unreasonable delay defend the Insured in litigation concerning any adverse matter referred to in paragraph 2.1
- 6.2 First Title will be entitled to select the lawyer to act and First Title will not be liable for and will not pay the fees of any other lawyer.
- 6.3 First Title may pursue any litigation (including appeals) to final determination by a court and reserves the right in its sole discretion to appeal any judgment or order
- 6.4 First Title will consult with the Insured on all matters arising under a claim.

7. Proof of loss and deadline for advising of loss

- 7.1 An Insured must give First Title a written statement detailing the amount of that Insured's loss and the method that that Insured used to compute that amount.
- 7.2 The statement must be given to First Title not later than 90 days after that Insured knows of the facts which will let the Insured establish the amount of the Insured's loss.

8. Settling claims and termination of liability

If an Insured makes a claim under this policy for which First Title is liable or in any other way First Title learns of a matter or circumstance for which First Title is or may be liable First Title can do one or more of the following:

- 8.1 pay that Insured the amount of indemnity cover in accordance with the definition of Actual Loss in paragraph 1.1 together with any Authorised Expenses; or
- 8.2 purchase the debt secured by a mortgage for the amount owed under it together with any interest and Authorised Expenses. In those circumstances the Lender must transfer or assign the mortgage together with any collateral securities and credit enhancements to First Title on receipt of payment and give all necessary notices of that transfer or assignment; or
- 8.3 pay or otherwise settle any claim with other parties for or in the Insured's name together with any Authorised Expenses; or
- 8.4 pay or otherwise settle with the Insured the Actual Loss provided for under this policy together with any Authorised Expenses.

9. Determination and extent of liability

The insurance given under this policy is a contract of indemnity against actual monetary loss. Subject to paragraphs 10 and 11 of this policy First Title's total liability under this policy (excluding Authorised Expenses) will not exceed the amounts defined as Actual Loss contained in paragraph 1.1.

10. Limitation of First Title's Liability

First Title will not be liable to indemnify an Insured:

- 10.1 if First Title removes any matter giving rise to that Insured's claim under this policy in a reasonably diligent manner by any method including litigation,
or
- 10.2 if First Title makes a settlement with a third party;
- 10.3 until litigation, including appeals, in relation to a claim conducted by First Title (or by an Insured with First Title's authorisation) has been finally determined by a court;
- 10.4 for liability voluntarily assumed by an Insured in negotiating or settling any claim or litigation without First Title's prior written consent.

11. Reduction of indemnity and reduction or termination of First Title's liability

The amount of indemnity cover payable by First Title under this policy will be reduced or terminated (as the case may be) by any or all of the following:

- 11.1 all payments under this policy except for Authorised Expenses;
- 11.2 the payment by any person of all or part of the debt or any other obligation secured by a mortgage or other charge over the Land or any voluntary, partial or full satisfaction or release of such mortgage or charge to the extent of the satisfaction or release; and/or
- 11.3 the amount by which an Insured's acts or omissions have increased First Title's liability or reduced First Title's ability to recover amounts from third parties

provided always that the interest of any Insured will not be prejudiced by any act or default of another Insured (not being such Insured) which might otherwise invalidate or reduce the indemnity provided by the Policy.

12. Payment of loss

When the extent of an Insured's loss and First Title's liability under this policy have been finally determined, First Title will pay that amount to that Insured within 30 days of its determination.

13. Subrogation

If First Title agrees to indemnify or defend an Insured under this policy in respect of any claim then regardless of whether or not actual payment has been made First Title will immediately be subrogated to any rights, contractual or otherwise, which that Insured may have in connection with that claim, the mortgage or the Land. If First Title asks, the Insured must transfer to First Title all of the Insured's rights and remedies against any person or property that, in First Title's opinion, might be necessary to perfect this right of subrogation.

14. Liability limited to this policy

This Policy and any endorsements to it given in writing by First Title will be the entire contract between each Insured and First Title.

15. Severability

In the event that any provision of this policy is held to be invalid or unenforceable under any law, that provision may be severed from and will not be taken to have affected the remaining provisions.

16. Governing law and jurisdiction

This Policy will be governed by the law of England and Wales and the courts of England and Wales.

17. Cancellation rights

No Insured will be entitled to cancel the insurance given to it so as to affect the rights of any other Insured and no refund of premium will be payable.

18. Notices

All notices required to be served on or given to First Title plc under this policy must include a reference **SRIP 03/09** and the address of the Land and be delivered to the Claims Department, First Title Insurance plc, Title House, 33-39 Elmfield Road, Bromley BR1 1LT.

POLICY SUMMARY FOR SEARCH REPORT INSURANCE POLICY

keyfacts[®]

1. This summary.

This document provides a summary of the key features of the Search Report Insurance Policy under which insurance will be given to individual Buyers, Potential Buyers, Sellers and Lenders. This document does not contain the full terms and conditions of the Search Report Indemnity Insurance Policy. These can be found in the specimen policy document provided with this document. This summary is not part of the policy and it does not commit us to provide insurance on these or any other terms. It is important that you read the policy itself. The policy is a legally binding contract between each Insured and First Title Insurance plc.

2. The Insurer.

First Title Insurance plc provides general insurance products and is authorised and regulated by the Financial Services Authority.

3. Type of insurance.

The insurance given under the Search Report Insurance Policy protects against actual loss suffered because of any adverse circumstance which existed in the records of an Appropriate Body and affected the Land at the time a Search Report was compiled but was not fully disclosed in the Search Report. See the Coverage Statement in paragraph 2 of the policy.

4. What does the policy not cover?

All of the matters which are excluded from cover are detailed in paragraph 3 of the Search Report Insurance Policy. Please read this part of the policy carefully.

5. Limitations of the Policy.

The insurance given under the Search Report Insurance Policy is a contract of indemnity against actual monetary loss and any payment under it will not exceed the amounts detailed in paragraph 1.1 of the policy, which should be referred to.

6. Cancellation Terms.

Because the interests of a number of persons may all be protected at the same time by insurance given under the Search Report Insurance Policy in relation to each individual property, no person insured under the policy will have the right to cancel the insurance without the written agreement of all other persons who might benefit from the insurance. No refund of premium will be payable. See paragraph 17 of the policy.

7. Term of the policy.

Cover under insurance given under the Search Report Insurance Policy protects only the persons specified in the policy as an "Insured" and does not continue to protect any purchaser from an insured. Each person who is insured should check periodically to ensure that the policy still meets their needs. Please refer to paragraph 2 of the policy.

8. Claims.

Anyone wishing to claim under the insurance given under the Search Report Insurance Policy must advise First Title in writing as soon as possible after becoming aware of any claim or circumstance which might entitle them to make a claim. Please see paragraph 5 of the policy.

9. Queries.

If you require further information or have any queries regarding the policy you should contact First Title Insurance plc at Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT.

10. Complaints.

If you wish to complain about any aspect of the service you have received regarding the insurance policy, please contact First Title Insurance plc at Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT. Please quote the policy reference. SRIP/03/09.

If your complaint is not dealt with to your satisfaction you may complain to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800. There are some instances where the Financial Ombudsman Service cannot consider your complaint. Making a complaint will not prejudice your right to take legal proceedings.

11. Compensation

Should First Title Insurance plc become unable at any time to meet claims against it the Financial Services Compensation Scheme will protect your interests. There are maximum levels of compensation you can receive under the Scheme. You will normally be covered for at least 90% of the payment due under your policy.

12. Price

The premium for the Search Report Insurance is £3.00 inclusive of IPT.

Assured Searches Limited
132 High Street
Nailsea
Bristol
BS48 1AH

1 The Financial Services Authority (FSA) The FSA is the independent watchdog and statutory body that regulates financial services. The FSA regulations require 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 only offer a product from First Title Insurance plc for Search Report Insurance.

3 Which service will we provide you with? You will not receive advice or a recommendation from us for Search Report Insurance.

4 What will you have to pay us for our services? There is no fee payable to us for organising the Search Report Insurance.

5 Who regulates us? Assured Searches Limited is authorised and regulated by the Financial Services Authority (FSA). Assured Searches Limited's FSA Registration number is 431874. Our permitted business is arranging insurance contracts. 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.

Search Report Insurance Policy Demands & Needs Statement and Suitability

In connection with the Personal Local Search carried out in relation to the property, the transaction benefits from the inclusion of a Search Report Insurance Policy. This policy will cover you, the Insured, against Actual Loss incurred by you by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to you in the Search Report.

Under the Financial Services Authority regulations we are required to advise details of the contract of insurance recommended.

We only deal with First Title Insurance plc for Search Report Insurance, Our recommendation is based upon First Title Insurance plc being an insurance company authorised and regulated by the Financial Services Authority and a subsidiary of The First American Corporation, a Fortune 500 company listed on the New York Stock Exchange and the world's leading provider of title information and property related services.

Please also refer to the attached policy summary and retain the document, along with this letter, for future reference.

Order Date: **Wednesday, 27 January 2010**
Order No: **20255230**
Customer Ref: **7450925**

Search Choice

200 Delta Business Park
Great Western Way
Swindon
SN5 7XP

Severn Trent Searches has carried out enquiries into the following property, in line with its published terms of sale upon request from Search Choice

**4 BEAMONT WALK
BROCKWORTH
GLOUCESTER
GL3 4BL**

In response to the enquiry for drainage and water information, this search report was prepared following examination of either the following original records or summary records derived from the original: 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. Should the property not fall entirely within the Severn Trent Water Region, a copy of the records held by South Staffordshire Water of other relevant Water Company will be searched also. Severn Trent Searches is responsible for the accuracy of the information contained within the search report.

Question 1

Interpretation of Drainage and Water Enquiry.

Appendix 1 of this report contains definitions of terms and expressions identified in Part 1 of Schedule 8 of Statutory Instrument 2007 No 1667 known as the Home Information Pack (No.2) Regulations 2007 (the "Regulations").

Question 2

Enquiries and Responses.

The Search Report on the above property was completed on 27 Jan, 2010 by Laura Ayton, a technician employed by Severn Trent Searches and complies with the requirements of the Regulations in relation to Drainage and Water Enquiries. In the event of any queries about the preparation of this search report, enquiries should be directed to:

enquiries@severntrentsearches.com

Or the Customer Service Manager, Severn Trent Searches at the address below.

Severn Trent Searches has put in place procedures to ensure that customers receive support in the event of any complaint. Our formal Complaints Procedure is set out in Appendix 2.

The address for all correspondence is:

Severn Trent Searches
PO Box 6187
Nottingham
NG5 1LE
Tel: 0115 962 7269

or

Severn Trent Searches
DX 723860
Nottingham 43

ORDER SUMMARY

To help understand the implications of the Drainage and Water Enquiries Report which has been prepared in accordance with Schedule 8 of the Home Information Pack Regulations, a summary guide to the content of the full report is provided below. This guide should be read in the context of and with reference to the full report and associated guidance notes.

The following 3 classifications have been used to highlight whether or not the response to a particular question is something that would normally be expected or otherwise. The classifications are intended purely as a guide to assist in the understanding of the HIPS Report and do not imply that the property is fit to purchase or otherwise and this decision will rest with the prospective purchaser and their professional advisers.

✓ This response represents the typical situation for a residential property.

ⓘ The attention of the purchaser is drawn to this response. The purchaser may wish to make further investigations into this situation.

✘ This response represents an uncommon situation for a residential property and the purchaser should carefully consider its implications.

Question	Answer
3 Where relevant, please include a copy of an extract from the public sewer map.	Map Provided ✓
4 Does foul water from the property drain to a public sewer?	Yes ✓
5 Does surface water from the property drain to a public sewer?	Yes ✓
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?	No ✓
7 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	No ✓
8 Does the public sewer map indicate any public foul sewer within 30.48 metres (100 feet) of any buildings within the property?	No 📄
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?	No ✓
10 Where relevant, please include a copy of an extract from the map of waterworks.	Map Provided ✓
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?	No ✓
12 Who are the Sewerage and Water Undertakers for the area?	See Answer ✓
13 Is the property connected to mains water supply?	Yes ✓
14 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	No ✓
15 What is the current basis for charging for sewerage and water services at the property?	Measured ✓
16 Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?	No ✓
17 Is a surface water drainage charge payable?	Yes ✓
18 Please include details of the location of any water meter serving the property.	See Details ✓
19 Who bills the property for sewerage services?	See Details ✓
20 Who bills the property for water services?	See Details ✓
21 Is the dwelling-house which is or forms part of the property at risk of internal flooding due to overloaded public sewers?	No ✓
22 Is the property at risk of receiving low water pressure or flow?	No ✓
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.	See Details 📄
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 Welsh Ministers under Part 6 of the 2001 Regulations, from the provisions of Part 3 of those Regulations.	N/A ✓
25 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	See Details ✓

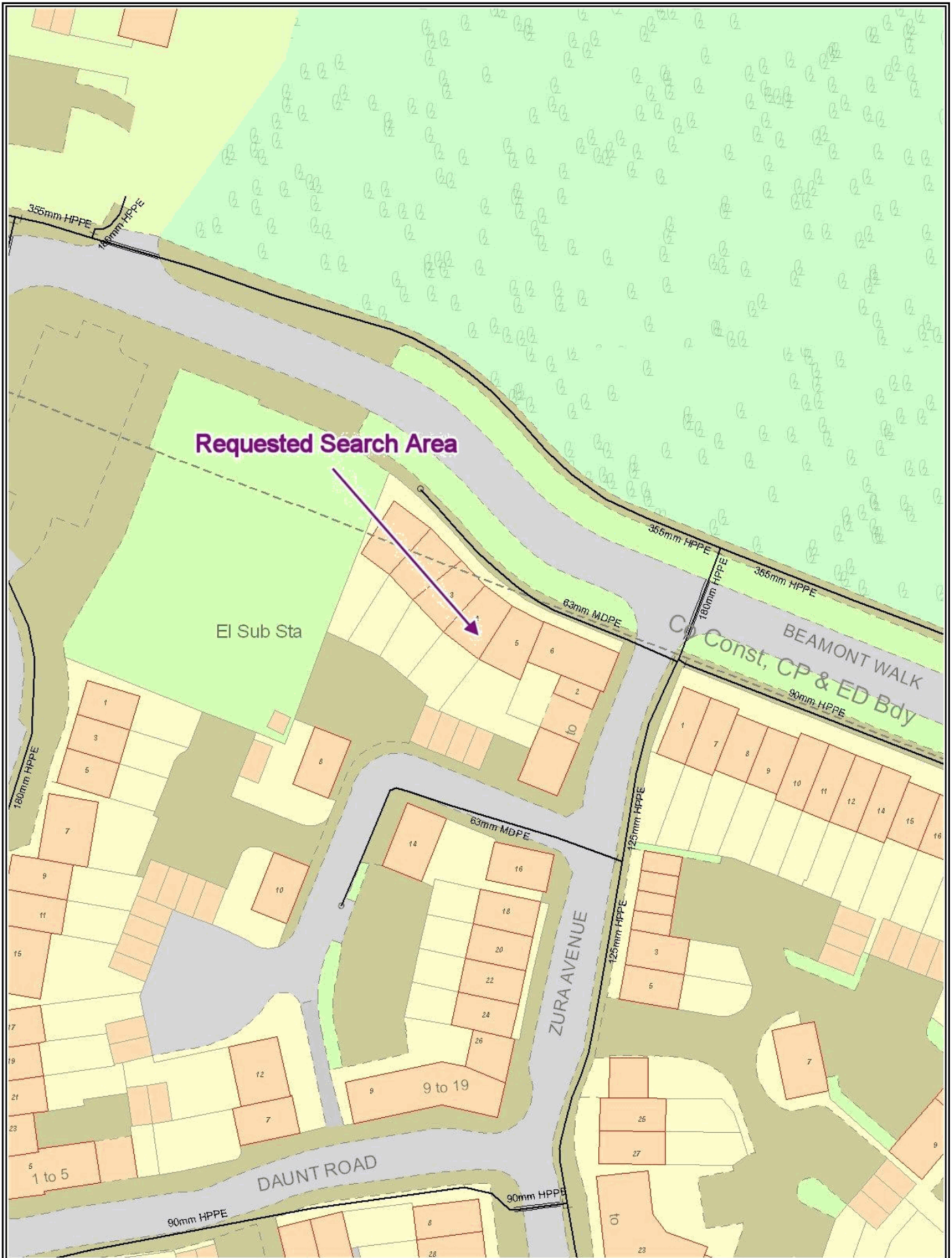
SEWER RECORD 4 BEAMONT WALK, BROCKWORTH, GLOUCESTER, GL3 4BL



© Crown Copyright 2004. All rights reserved. Ordnance Survey licence number 100018202

1. Do not scale off drawing: This plan is furnished as a general guide and no warranty as to its correctness is given or implied. This plan must not be relied upon in the event of excavations or other works in the vicinity of the company's assets. 2. The material contained in this drawing has been based upon the Ordnance Survey Map by SEVERN TRENT WATER Ltd. by permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office. © Crown Copyright - SEVERN TRENT WATER Ltd. - WU298522 3. Document users other than SEVERN TRENT WATER business users are advised that this document is provided for reference purpose only and no further copies should be made from it.

WATER RECORD 4 BEAMONT WALK, BROCKWORTH, GLOUCESTER, GL3 4BL



1. Do not scale off drawing: This plan is furnished as a general guide and no warranty as to its correctness is given or implied. This plan must not be relied upon in the event of excavations or other works in the vicinity of the company's assets. 2. The material contained in this drawing has been based upon the Ordnance Survey Map by SEVERN TRENT WATER Ltd. by permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office. © Crown Copyright - SEVERN TRENT WATER Ltd. - WU298522 3. Document users other than SEVERN TRENT WATER business users are advised that this document is provided for reference purpose only and no further copies should be made from it.

MAP KEYS

Severn Trent Sewer Record

	Abandoned Gravity Sewer		Blind Shaft		Sewer Chemical Injection Point
	Private Combined Gravity Sewer		Combined Use Manhole		Sewer Junction
	Private Foul Gravity Sewer		Disposal Site		Sewerage Air Valve
	Private Surface Water Gravity Sewer		Flushing Chamber		Sewerage Hatch Box Point
	Public Combined Gravity Sewer		Foul Use Manhole		Sewerage Isolation Valve
	Public Foul Gravity Sewer		Grease Trap		Soakaway
	Public Surface Water Gravity Sewer		Head Node		Surface Water Manhole
	Trunk Combined Gravity Sewer		Hydrobrake		Vent Column
	Trunk Foul Use Gravity Sewer		Lamphole		Waste Water Storage
	Trunk Surface Water Gravity Sewer		Outfall		Culverted Watercourse
	Abandoned Pressurised Sewer		Overflow		Protective Strip
	Combined Use Pressurised Sewer		Penstock		Pre-1937 Properties
	Foul Use Pressurised Sewer		Petrol Interceptor		Sewage Pumping Facility
	Surface Water Pressurised Sewer		Sewage Treatment Works		Sewer Facility Connection Inlet / Outlet
	Highway Drain		Sewer Blockage		
	Combined Lateral Drain (SS)		Sewer Collapse		
	Foul Lateral Drain (SS)				
	Surface Water Lateral Drain (SS)				

All Private Sewers are shown in magenta
 All section 104 sewers are shown in green
 All Non-Sewer Standard (NSS) Lateral Drains are shown in orange

Severn Trent Water Record

	Distribution Main		Pumping Facility		Water Isolation Valve (Closed)		Change in Characteristic
	Trunk Main (local/primary)		Booster Facility		Water Isolation Valve (Open)		Marker Post
	Strategic Main		Potable Water Storage		Water Isolation Valve (Partially Open)		Cable Junction
	Fire Supply Main		Water Tower		Water Air Valve		Anode
	Fire Main		Well / Borehole		Pressure Reducing Valve		Boundary Box
	Non-Domestic Customer Service Pipe		Intake		Pressure Sustaining Valve		Stop Tap
	Domestic Customer Service Pipe		Water Treatment Works / Chamber		Non-Return Valve		Cross Piece
	Abandoned Main		Draw-off Tower		Float Valve		Strainer
	Elevated Main		Bowser Point		Hydrant (Single/Double)		Listening Post
	Aqueduct		Water Facility Connection		Washout (Single/Double)		Revenue Meter
	Duct		Pipe Support Structure		Bulk Meter		Housing, Building
	Pre-1937 Properties		Open Pipe		Water Hatch Box		Housing, Kiosk
	SSSI Area		Discharge		Pressure Tapping		Housing, Other
	Protective Strip		End Cap		Insertion Flow Meter Point		Quality Sample Point

For a detailed glossary of the above terminology please visit, <http://www.severntrentsearches.com/glossary>

Question 3

Q3

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



Map Provided

A copy of an extract from the public sewer map is included in which the location of the property is identified.

Guidance Notes

Pipes that are shown on the public sewer map as sewers, disposal mains or lateral drains are defined as those for which a Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991. A Sewerage Undertaker is 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 or lateral drains 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, disposal mains or lateral drains may be shown on the copy extract, for information.

Question 4

Q4

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



Yes

Records indicate that foul water from the property drains to a public sewer.

Guidance Notes

The connection status of the property is based on information held on the billing records by the responsible water company. Sewerage Undertakers are not responsible for any private drains and private 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 and may have shared responsibility with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and 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 and lateral drains in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or private sewers connecting the property to the public sewerage system.

Question 5

Q5

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

Records indicate that surface water from the property does drain to a public sewer.


Yes

Guidance Notes

The connection status of the property is based on information held on the billing records by the responsible water company. Sewerage Undertakers are not responsible for private drains and private 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 and may have shared responsibility, with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. In some cases, Sewerage Undertaker 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 Severn Trent Water. An extract from the public sewer map is enclosed. This will show known public sewers and lateral drains in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or private sewers connecting the property to the public sewerage system.

Question 6

Q6

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?

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


No

Guidance Notes

Adoption of certain private sewers close to the property may be possible under Section 102 of the Water Industry Act 1991. Please consult Severn Trent Water.

Question 7

Q7

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

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.


No

Guidance Notes

The approximate boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public sewer, disposal main or lateral drain running within the boundary of the property may restrict further development. The Sewerage Undertaker 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 8

Q8

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



The public sewer map indicates that there are no public foul sewers within 30.48 metres (100 feet) of a building within the property. However, it has not always been a requirement for such public sewers to be recorded on the public sewer map. It is therefore possible for unidentified sewers or public sewers to exist within the boundaries of the property.

Guidance Notes

The apparent absence of a public sewer within 100 feet of a building within the property is untypical. It may indicate that the property is connected to the public sewer through a length of private drain and/or private sewer running through third party private land or highway. The owner of the property covered by this HIP Report may have sole or shared liability for these lengths of private drain and/or private sewer up to the point where they connect into a public sewer. It is recommended that further investigation is made into how the property is connected to the public sewerage system.

Question 9

Q9

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?



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 or in the vicinity of a public sewer, disposal main or drain.

Guidance Notes

Buildings or extensions erected over a public sewer, disposal main or lateral drain in contravention of building controls or which conflict with the provisions of the Water Industry Act 1991 may have to be removed or altered.

Question 10

Q10

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



Map Provided

A copy of an extract from the map of waterworks is included in which the location of the property is identified.

Guidance Notes

Pipes that are shown on the map of waterworks as water mains, resource mains or discharge pipes are defined as those for which a Water Undertaker holds statutory responsibility under the Water Industry Act 1991. Assets other than water mains, resource mains or discharge pipes may be shown on the plan, for information only. Water Undertakers are not responsible for private water mains or private service 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, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. The extract of the map of waterworks shows 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

Q11

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?



No

Records confirm that water mains or service pipes serving the property are not the subject of an existing adoption agreement or an application for such an agreement.

Guidance Notes

Where the property is part of a very recent or ongoing development and the water mains and service pipes are not the subject of an adoption application, buyers should consult with the developer to confirm that the Water Undertaker will be asked to provide a water supply to the development or to ascertain the extent of any private water supply system for which they will hold maintenance and renewal liabilities.

Question 12

Q12

Who are the Sewerage and Water Undertakers for the area?

The Sewerage Undertakers for the area are:


See Answer

Severn Trent Water
Sherbourne House
St Martins Road
Coventry
CV3 6SD

Tel: 0845 7500 500 For Billing Enquiries only
Tel: 0845 7090 646 For Metering Enquiries only
Tel: 0115 962 7269 For Search Enquiries only

<http://www.stwater.co.uk>

The Water Undertakers for the area are:

Severn Trent Water
Sherbourne House
St Martins Road
Coventry
CV3 6SD

Tel: 0845 7500 500 For Billing Enquiries only
Tel: 0845 7090 646 For Metering Enquiries only
Tel: 0115 962 7269 For Search Enquiries only

<http://www.stwater.co.uk>

Question 13

Q13

Is the property connected to mains water supply?

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


Yes

Question 14

Q14

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



No

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

Guidance Notes

The approximate boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public water main, resource main or discharge pipe within the boundary of the property may restrict further development within it. Water Undertakers have a statutory right of access to carry out work on their 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

Q15

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



Measured

The charges are based on actual volumes of water measured through a water meter ('metered supply').

Guidance Notes

Water and Sewerage Companies full charges are set out in their charges schemes which are available from the Company free of charge upon request. The Company may 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) or automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.

Question 16

Q16

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



No

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

Guidance Notes

Water and Sewerage Companies full charges are set out in their charges schemes which are available from the Company free of charge upon request. The Company may 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) or automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.

Question 17

Q17

Is a surface water drainage charge payable?

Records confirm that a surface water drainage charge is payable for the property of £28.10 for the current financial year.



Yes

Guidance Notes

Where surface water charges are payable but upon inspection the property owner believes 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

Q18

Please include details of the location of any water meter serving the property.

Records indicate that the property is served by a water meter, which is located within the dwelling-house which is or forms part of the property, and in particular is located;



See Details

"TP FRONT CENTRE KITCHEN".

(Note: the meter location has been downloaded from the meter reader records and is provided as general guidance.)

For further information regarding the water meter serving this property please contact:

Severn Trent Water
Sherbourne House
St Martins Road
Coventry
CV3 6SD

Tel: 0845 7500 500 For Billing Enquiries only
Tel: 0845 7090 646 For Metering Enquiries only
Tel: 0115 962 7269 For Search Enquiries only

<http://www.stwater.co.uk>

Question 19

Q19

Who bills the property for sewerage services?

The property is billed for sewerage services by:


See Details

Severn Trent Water
Sherbourne House
St Martins Road
Coventry
CV3 6SD

Tel: 0845 7500 500 For Billing Enquiries only
Tel: 0845 7090 646 For Metering Enquiries only
Tel: 0115 962 7269 For Search Enquiries only

<http://www.stwater.co.uk>

If your property was built after April 1989 you will be paying for water services on a measured basis. Householders that opted, at their present address, for a meter before 1 April 1996 can revert to paying by rateable value provided that the property still has a valid rateable value. Householders that opted, at their present address, for a meter after 1 April 2000 can revert to paying by rateable value at any time prior to the twelve month anniversary of the meter having been installed or 30 days after receipt of a second measured bill, provided that the property still has a valid rateable value. Properties that have a swimming pool or use an automatic garden watering device (i.e. a hosepipe not held in the hand) must be metered. Household measured bills are sent half yearly. All non-households are required to be metered.

Question 20

Q20

Who bills the property for water services?

The property is billed for water services by:

Severn Trent Water
Sherbourne House
St Martins Road
Coventry
CV3 6SD

Tel: 0845 7500 500 For Billing Enquiries only
Tel: 0845 7090 646 For Metering Enquiries only
Tel: 0115 962 7269 For Search Enquiries only

<http://www.stwater.co.uk>

If your property was built after April 1989 you will be paying for water services on a measured basis. Householders that opted, at their present address, for a meter before 1 April 1996 can revert to paying by rateable value provided that the property still has a valid rateable value. Householders that opted, at their present address, for a meter after 1 April 2000 can revert to paying by rateable value at any time prior to the twelve month anniversary of the meter having been installed or 30 days after receipt of a second measured bill, provided that the property still has a valid rateable value. Properties that have a swimming pool or use an automatic garden watering device (i.e. a hosepipe not held in the hand) must be metered. Household measured bills are sent half yearly. All non-households are required to be metered.



See Details

Question 21

Q21

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

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



No

Guidance Notes

A sewer is 'overloaded' when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, 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 Sewerage Undertaker is required to include in the Regulatory Register that is reported annually to the Water Services Regulation Authority. 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 Sewerage Undertaker'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.

Question 22

Q22

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

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



No

Guidance Notes

'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 Water Services Regulation Authority 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). Water Companies 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 customer's 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. Companies 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: Companies should not report under DG2 low pressures caused by planned maintenance. It is not intended that Companies identify the number of properties affected in each instance. However, Companies 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.

Question 23

Q23

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.


See Details

The analysis records confirmed that tests failed to meet the standards of the 2000 Regulations or the 2001 Regulations in relation to another substance or substances, and these are: A sample failed the Clostridium perfringens standard on 29/09/2008. Result = 1 per 100ml. We have been unable to establish the cause of this exceedance. All investigational resamples following this exceedance were satisfactory. A sample failed the Taste standard on 21/07/2008. Result = 1 Dilution Number. We have been unable to establish the cause of this exceedance. All investigational resamples following this exceedance were satisfactory.

Guidance Notes

IMPORTANT - Please note the response to this question provides information about the water supply zone within which the property is situated and NOT the individual property shown above. Water companies are responsible for ensuring that the water provided is wholesome and is safe to drink. The quality of drinking water is monitored throughout the various stages of treatment and distribution. This includes source water abstractions, reservoirs and aquifers; the treatment process and finished treated water; the distribution system; and finally water at customers taps. The standards which must be complied with are some of the tightest in the world. They incorporate standards from the European Drinking Water Directive and UK Legislation (National Standards). These standards are used to monitor compliance against microbiological and chemical standards, including aesthetic standards such as colour, clarity and taste. Thousands of sample tests are carried out in a year. Sampling is carried out at randomly selected customer properties usually at the cold water tap in the kitchen. On rare occasions where a standard is not met an immediate investigation is carried out and remedial actions initiated as necessary. This includes consultation with Public Health Doctors and Environmental Health teams. The majority of these cases are minor or temporary in nature and are often associated with the condition or maintenance of the plumbing within an individual property. Customers are normally advised by letter of any specific individual property issues and a copy would be available from the vendor, if applicable. For further information on water quality information for a postcode, and facts leaflets on water quality, please contact the responsible water company. The primary responsibility for enforcing the standards and regulations lies with the Drinking Water Inspectorate (DWI). They independently assess the performance of all water companies and undertake technical audits of procedures and assets. They also produce an annual independent report summarising the performance of the water company.

Question 24

Q24

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 Welsh Ministers under Part 6 of the 2001 Regulations, from the provisions of Part 3 of those Regulations.


N/A

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

Guidance Notes

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

Q25

Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.



See Details

The nearest sewage treatment works is 4.85 KM to the North East of the property. The name of the nearest sewage treatment works is Badgeworth .

Guidance Notes

The nearest sewage treatment works will not always be the sewage treatment works serving the catchments within which the property is situated. The Sewerage Undertaker's records were inspected to determine the nearest sewage treatment works. It should be noted therefore that there may be private sewage treatment works closer than the one detailed above that have not been identified.

Appendix 1

Terms and Expressions in this Report

'the 1991 Act' means the Water Industry Act 1991[61];

'the 2000 Regulations' means the Water Supply (Water Quality) Regulations 2000[62];

'the 2001 Regulations' means the Water Supply (Water Quality) Regulations 2001[63];

'adoption agreement' means an agreement made or to be made under Section 51A(1) or 104(1) of the 1991 Act[64];

'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 31st December;

'discharge pipe' means a pipe 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 of any buildings or yards appurtenant to buildings within the same curtilage;

'effluent' means any liquid, including particles of matter and other substance 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[65];

'licensed water supplier' means a company which is the holder for the time being of a water supply license under Section 17A(1) of the 1991 Act[66];

'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 Undertakers 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[67] 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[68], 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[69]; (b) by virtue of a scheme under Schedule 2 to the 1991 Act[70]; (c) under Section 179 of the 1991 Act[71]; or (d) otherwise;

'public sewer map' means the map made available under Section 199(5) of the 1991 Act[72];

'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' in relation to a calendar year, 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,

'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.

In this Report, 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.



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 Severn Trent Searches, PO Box 6187, Nottingham, NG5 1LE.

We will endeavour to resolve any telephone contact or complaint at the time of the call, however, if that isn't 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 write in via email, fax or letter explaining the reasons why you are not satisfied.

We will investigate and research the matter in detail and provide a written response within 5 working days of receipt of your complaint.

Depending on the scale of investigation required, we will keep you informed of the progress and update you with new timescales if necessary.

If we fail to give you a written substantive response within 5 working days, Severn Trent Searches will compensate you the original fee paid for the CON29DW Drainage and Water enquiry regardless of the outcome of your complaint.

If we find your complaint to be justified, or we have made any errors that change the outcome in your search result, we will automatically refund your search fee. 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.

If your search takes us longer than 10 working days to complete and we have not communicated the reasons for the delay, you will receive the search free of charge.

A complaint will normally be dealt with fully within 20 working days of the date of its 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 40 working days.

If you are still not satisfied with our response or action, we will refer the matter to a Senior Manager/ Company Director for resolution. At your request we will liaise with counselling organisations on your behalf.

If you are not satisfied with the final decision, you may refer the complaint to The Property Ombudsman scheme (TPOs), contact details below. We will co-operate fully with the independent adjudicator during the consideration of a complaint by the TPOs and comply with any decision.

Complaints should be sent to:
Customer Services
Severn Trent Searches
PO Box 6187, Nottingham, NG5 1LE.
Tel: 0115 962 7269
Email: enquiries@severntrentsearches.com

TPOs can be contacted at:
The Property Ombudsman scheme
Beckett House, 4 Bridge Street,
Salisbury, Wiltshire, SP1 2LX.
Tel: 01722 333306
Fax: 01722 332296
E-mail: admin@tpos.co.uk

**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

"The Company" means the water service company or their data service provider producing 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 an interest in the Property including their mortgage lender.

"the Regulations" means the Home Information Pack (No.2) Regulations 2007.

Agreement

1.1 The Company agrees to supply the Report to the Customer and to allow it to be provided to the Client and the Purchaser subject in each case, to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. The Customer shall be responsible for bringing these terms to the attention of the Client and the Purchaser as necessary.

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 Customer.

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 to The Company.

2.4 The Report provides information as to the location and 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 which The Company cannot ensure is accurate, complete or valid and for which it accepts no liability.

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 their 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 Customer 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 is 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 that supplies 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 Regulations and cannot be used for commercial developments of domestic properties or commercial properties for intended occupation by third parties.

3.4 The Company shall accept liability for death or personal injury arising from its negligence but in any other case the Company's liability for negligence shall be in accordance with the permitted limit for liability identified in Schedule 6 paragraph 8 of the Regulations. In accordance with Schedule 6 paragraph 7 of the Regulations such liability will be met by The Company or its insurers and The Company has and will maintain an appropriate contract of insurance.

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 expressly provided.

4.2 The Customer or Client is entitled to make copies of the Report but may only copy the maps contained in the, or attached to the Report, if they have an appropriate Ordnance Survey licence.

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 and the Client and the Purchaser agree on a joint and several basis to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by any 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 has an account with The Company for payment for Reports, The Company must receive payment for Reports in full before the Report is produced. For Customers 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 this notice shall in any way restrict the Customer the Clients or the Purchasers statutory or any other rights of access to the information contained in the Report.

6.4 The Report is supplied subject to these terms and conditions which include the terms required by Schedule 6 paragraphs 5, 6 and 7 of the Regulations.

6.5 These terms and conditions may be enforced by the Customer the Client and the Purchaser.

Residential DW Terms and Conditions - HIPS Revisions- Final Version
1.2doc

Severn Trent Searches is a trading name of Severn Trent Retail and Utility Services Ltd. Registered in England and Wales no.2562471 Registered office 2297 Coventry Road Birmingham, B26 3PU.



MM&I ENERGY

280 Innsworth Lane
Innsworth
Gloucester
GL3 1ED