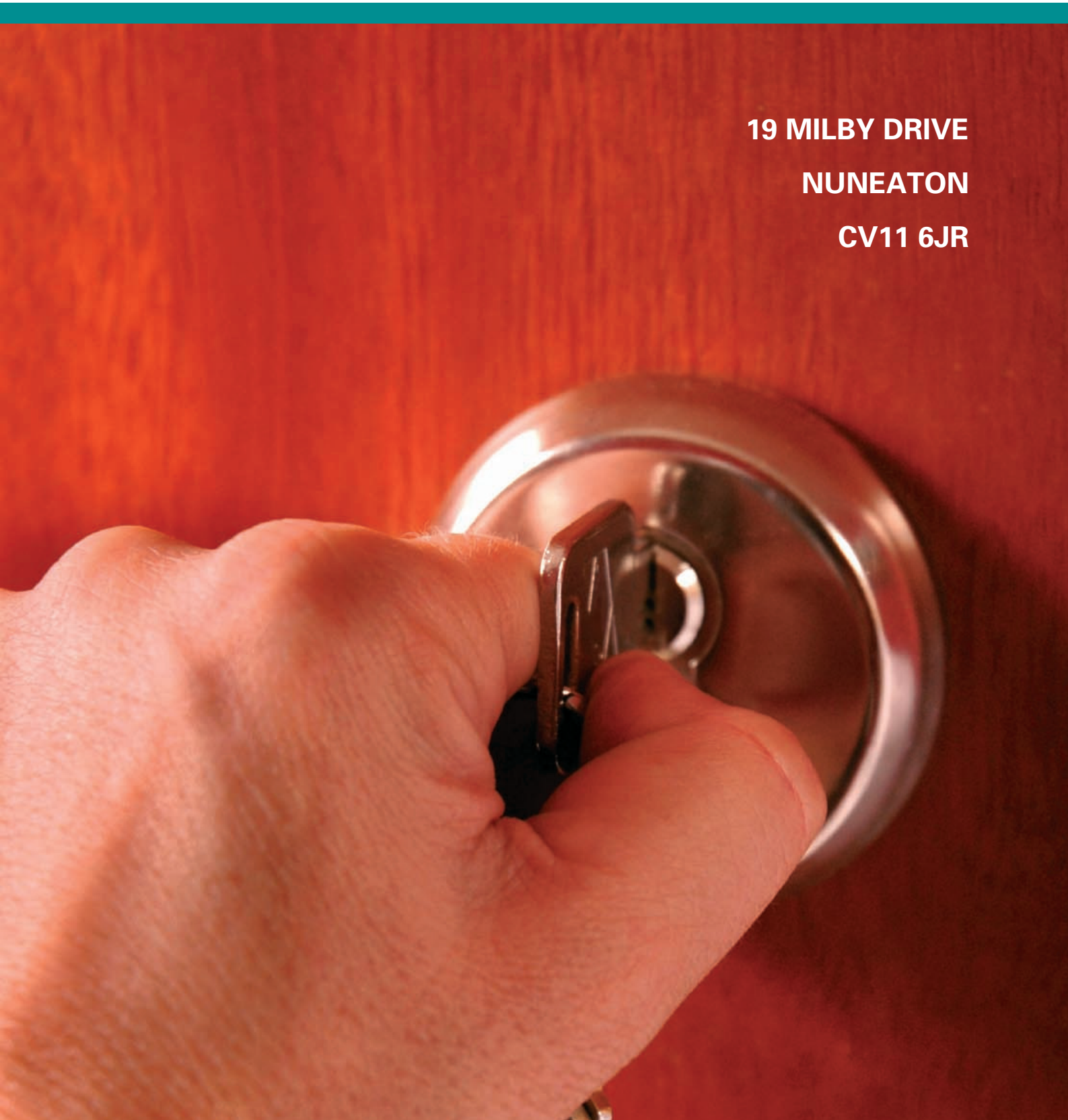


**19 MILBY DRIVE
NUNEATON
CV11 6JR**





19 MILBY DRIVE
NUNEATON
CV11 6JR

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Section 1 - Index

Home Information Pack Index

PROPERTY ADDRESS

19 Milby Drive,
NUNEATON,
CV11 6JR

SECTIONS

	DOCUMENT	STATUS
Energy Performance Certificate		
	Energy Performance Certificate	Included
Sale Statement		
	Sale Statement	Included
Title Information		
	Official Copies	Included
	Filed Plan	Included
Searches		
	Local Search	Included
	Water & Drainage Search	Included
Other Documents		
	Consumer Information	Included



Section 2 - Energy Performance Certificate

Energy Performance Certificate



19 Milby Drive
Nuneaton
Warwickshire
CV11 6JR

Dwelling type: Detached house
Date of assessment: 10 August 2007
Date of certificate: 10 August 2007
Reference number: 0845-1820-6288-0193-0671
Total floor area: 159 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		
(92-100) A		
(81-91) B		
(69-80) C		
(55-68) D		64
(39-54) E	52	
(21-38) F		
(1-20) G		
Not energy efficient - higher running costs		
England & Wales	EU Directive 2002/91/EC	

Environmental Impact Rating

	Current	Potential
Very environmentally friendly - lower CO ₂ emissions		
(92-100) A		
(81-91) B		
(69-80) C		
(55-68) D		57
(39-54) E	45	
(21-38) F		
(1-20) G		
Not environmentally friendly - higher CO ₂ emissions		
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 will be.

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

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

	Current	Potential
Energy use	325 kWh/m ² per year	246 kWh/m ² per year
Carbon dioxide emissions	8.7 tonnes per year	6.6 tonnes per year
Lighting	£113 per year	£67 per year
Heating	£890 per year	£695 per year
Hot water	£150 per year	£120 per year

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

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



Remember to look for the energy saving recommended logo when buying energy efficient product. It's a quick and easy way to identify the most energy efficient products on the market. For advice on how to take action and to find out about offers available to help make your home more energy efficient call 0800 12 012 or visit www.energysavingtrust.org.uk/myhome

About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by RICS Domestic Energy Assessors, 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. A copy of the certificate has been lodged on a national register.

Assessor's accreditation number: RICS200120
Assessor's name: Paul Mayne
Company name/trading name:
Address: Kathleen House, 39 Newdegate Street
Nuneaton, CV11 4ER
Phone number: 02476 378 123
Fax number: 02476 378 124
E-mail address: info@hcsurveyors.co.uk
Related party disclosure:

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

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

About the building's performance ratings

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

Not all buildings are used in the same way, so energy ratings use 'standard occupancy' assumptions which may be different from the specific way you use your building. Different methods of calculation are used for homes and for other buildings. Details can be found at www.communities.gov.uk/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 in the certificate describe how close this building could get to 100 if all the cost effective recommended improvements were implemented.

About the impact of buildings on the environment

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

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

- | Check that your heating system thermostat is not set too high (in a home, 21oC 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 60oC
- | Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.

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

¹ Learn more about energy efficiency and reducing energy consumption.

Recommended measures to improve this home's energy performance

19 Milby Drive
Nuneaton
Warwickshire
CV11 6JR

Date of certificate: 10 August 2007
Reference number: 0845-1820-6288-0193-0671

Summary of this home's energy performance related features

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

Elements	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Cavity wall, filled cavity Cavity wall, as built, partial insulation (assumed)	Good Average	Good Average
Roof	Pitched, limited insulation (assumed)	Very poor	Very poor
Floor	Solid, no insulation (assumed)	-	-
Windows	Partial double glazing	Average	Average
Main heating	Boiler and radiators, mains gas	Good	Good
Main heating controls	Room thermostat only	Poor	Poor
Secondary heating	Room heaters, mains gas	-	-
Hot water	From main system	Good	Good
Lighting	Low energy lighting in 30% of fixed outlets	Average	Average
Current energy efficiency rating		E 52	
Current environmental impact (CO2) rating			E 45

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
1 Cavity wall insulation	£36	E 53	E 47
2 Low energy lighting for all fixed outlets	£35	D 55	E 47
Sub-total	£71		
Higher cost measures (over £500)			
3 Upgrade heating controls	£46	D 57	E 49
4 Replace boiler with Band A condensing boiler	£156	D 64	D 57
Total	£273		
Potential energy efficiency rating		D 64	
Potential environmental impact (CO2) rating			D 57

Further measures to achieve even higher standards

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

5 Solar photovoltaics panels, 25% of roof area	£60	D 67	D 61
Enhanced energy efficiency rating		D 67	
Enhanced environmental impact (CO2) rating			D 61

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

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

Lower cost measures (typically up to £500 each)

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

1 Cavity wall insulation

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

2 Low energy lighting

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

Higher cost measures (typically over £500 each)

3 Heating controls (programmer and thermostatic radiator valves)

The heating system would benefit from a programmer to provide better comfort through automatic control of the system. A modern programmer can provide different time programmes for heating and hot water, allowing different time periods to be set for each; seven-day programmers also allow different heating and/or hot water patterns to be set for weekdays and weekends and holidays. Thermostatic radiator valves should also be installed, to allow the temperature of each room to be controlled to suit individual needs, adding to comfort and reducing heating bills provided internal doors are kept closed. For example, they can be set to be warmer in the living room and bathroom than in the bedrooms. Ask a competent heating engineer to install thermostatic radiator valves and a fully pumped system with the pump and the boiler turned off by the room thermostat. Thermostatic radiator valves should be fitted to every radiator except for the radiator in the same room as the room thermostat. Remember the room thermostat is needed as well as the thermostatic radiator valves, to enable the boiler to switch off when no heat is required.

4 Band A condensing boiler

A condensing boiler is capable of much higher efficiencies than other types of boiler, meaning it will burn less fuel to heat this property. This improvement is most appropriate when the existing central heating boiler needs repair or replacement, but there may be exceptional circumstances making this impractical. Condensing boilers need a drain for the condensate which limits their location; remember this when considering remodelling the room containing the existing boiler even if the latter is to be retained for the time being (for example a kitchen makeover). Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is registered with a competent persons scheme^{1}, and can therefore self-certify the work for Building Regulation compliance. Ask a qualified heating engineer to explain the options.

About the further measures to achieve even higher standards

Further measures that could deliver even higher standards for this home

5 Solar photovoltaics (PV) panels

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

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

installer is registered with a competent persons scheme{1}, and can therefore self-certify the work for Building Regulation compliance. Ask a suitably qualified electrician to explain the options.

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



Section 3 - Sale Statement

Sale Statement

The address of the property to be sold is (or will be):

19 Milby Drive,
NUNEATON,
CV11 6JR

The property interest is (or will be):

Freehold

The title to the property is:

Registered

Who is selling the property?

A Scott

Capacity in which selling the property:

Owner

The property is being sold:

With Vacant Possession



Section 4 - Title Information

The electronic official copy of the register follows this message.

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





Official copy of register of title

Title number WK252993

Edition date 29.05.2003

- This official copy shows the entries on the register of title on 08 Aug 2007 at 10:48:23.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 08 Aug 2007.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide *1-A guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Gloucester Office.

A: Property Register

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

WARWICKSHIRE : NUNEATON AND BEDWORTH

- 1 (27.02.1979) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 19 Milby Drive, Nuneaton (CV11 6JR).
- 2 The land has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 20 December 1978 referred to in the Charges Register.
- 3 The Conveyance dated 20 December 1978 referred to above contains provisions as to light or air and boundary structures.

B: Proprietorship Register

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

Title absolute

- 1 (24.05.2000) PROPRIETOR: ANNE MARIA SCOTT of 19 Milby Drive, Nuneaton, Warks CV11 6JR.
- 2 (24.05.2000) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

- 1 A Conveyance dated 21 February 1975 made between (1) Fred Pallett Limited and (2) Marston Thompson & Evershed Limited contains the

C: Charges Register continued

following covenants:-

FOR the benefit and protection of the premises hereby conveyed or any part or parts thereof and so as to bind those parts of St Nicholas Park Estate as are indicated on Plan "B" attached hereto and thereon edged pink the Vendor hereby covenants with the Purchaser that the Vendor will impose a covenant on such land edged pink in the following terms:-

"The Purchaser will not carry on upon the land hereby conveyed or in or upon any building erected or to be erected thereon the trade or business of a Licensed Victualler or the seller of beer wines or spirits or any intoxicating liquors nor use or occupy nor permit to be used or occupied the same or any part thereof as a club inn hotel beerhouse warehouse or as a victualling or refreshment house where intoxicating liquors are stored sold or consumed" and will not at any time hereafter sell convey or demise such land or any part or parts thereof without requiring the Purchaser or Lessee thereof to covenant with the Vendor in similar terms thereof.

- 2 A Conveyance of the land in this title dated 20 December 1978 made between (1) Fred Pallett Limited and (2) Michael John Weekley and Joan Weekley contains restrictive covenants.

NOTE: Copy in Certificate.

- 3 (23.11.1983) REGISTERED CHARGE dated 21 October 1983 to secure the moneys including the further advances therein mentioned.

- 4 Proprietor: HALIFAX PLC (Co. Regn. No. 2367076) of Trinity Road, Halifax, W Yorkshire HX1 2RG.

- 5 (29.05.2003) REGISTERED CHARGE dated 7 May 2003 to secure the moneys including the further advances therein mentioned.

- 6 (29.05.2003) Proprietor: HALIFAX PLC (Co. Regn. No. 2367076) of Trinity Road, Halifax, W Yorkshire HX1 2RG.

- 7 (29.05.2003) The Charge Certificate relating to the charge dated 7 May 2003 in favour of Halifax PLC is retained in Land Registry (Section 63 of the Land Registration Act 1925).

End of register

These are the notes referred to on the following official copy

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

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

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

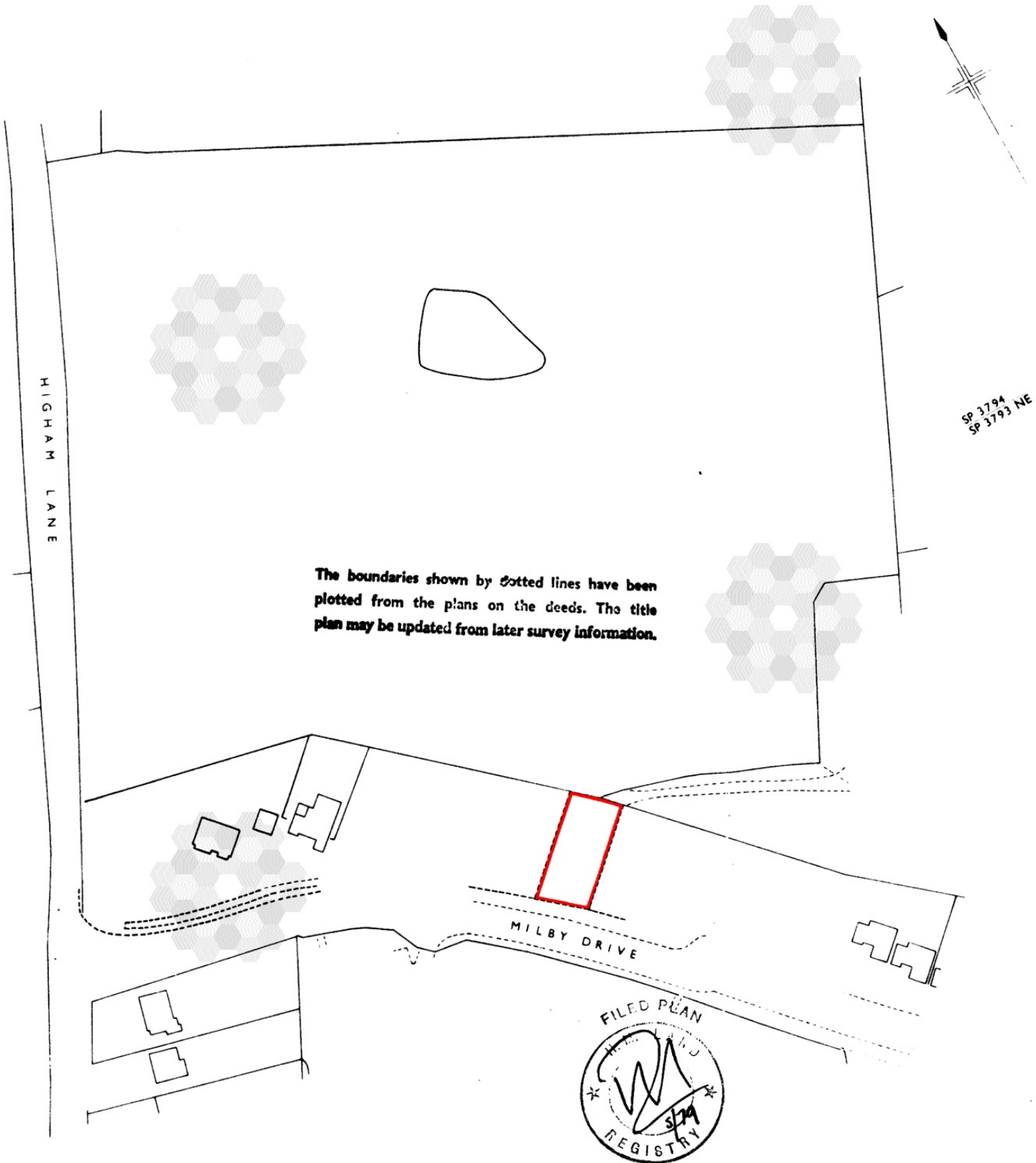
This official copy is issued on 08 August 2007 shows the state of this title plan on 08 August 2007 at 10:48:15. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 7 - *Title Plans*.

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

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H.M. LAND REGISTRY		TITLE NUMBER	
		WK 25 2993 ✓	
ORDNANCE SURVEY PLAN REFERENCE	SP 3794	SECTION A	Scale 1:1250 Enlarged from 1:2500
COUNTY WARWICKSHIRE	DISTRICT NUNEATON	© Crown copyright 1978	



The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from later survey information.

SP 3794
SP 3793 NE





HOME INFORMATION PACK

CERTIFICATE



Enact Leeds

Our Reference: **XX/X334495**
Your Reference: **150379**
Certificate Prepared **CNixon**

Date: **15/08/2007**

REQUESTED FOR

Subjects: 19 Milby Drive

Nuneaton

CV11 6JR

Council: Nuneaton & Bedworth Borough Council

Local Authority Code: 3710

Search: HIP LLC1 & Local Search

We refer to your enquiry regarding the above noted.
Please find attached a Property Enquiry Certificate for same.

Should you require any further information please do not hesitate to contact our Customer Enquiry Team on the following number:

Freephone 0800 052 0117.

Yours Faithfully

ONESEARCH DIRECT



SUMMARY OF PROPERTY CERTIFICATE : 00617480

LLC1 Search

It is hereby certified that the Search requested above reveals 3 registration/s described in the Schedule hereto and including the date of this certificate

LOCAL Search

3. Planning and Building Regulations

Planning Permissions, Listed Building/Conservation Area Consents **No**

Certificate of Lawfulness or Proposed Use or Development **No**

Building Regulation Approvals/Completion Certificates **See main certificate**

4. Development Plans

Policies **Yes**

Proposals **No**

Recommendations **No**

5. Roads

Roads, Footways and Footpaths Maintained at Public Expense **Yes**

Other Matters

6. Land Required for Public Purposes **No**

7. Land to be Acquired for Roadworks **No**

8. Drainage Agreements and consents **N/A-not available**

9. Nearby Road Schemes **No**

10. Nearby Railway Schemes **No**

11. Traffic Schemes **No**

12. Outstanding Notices **None**

13. Contravention of Building Regulations **None**

14. Notice, Orders, Directions and Proceedings under Planning Acts **None**

15. Conservation Areas not registered as a land charge **No**

16. Compulsory Purchase **No**

17. Contaminated Land **No**

18. Radon Gas **No**



LLC1 Search

Subjects **19, Milby Drive, Nuneaton, Warwickshire, CV11 6JR.**
Date of Certificate: **15/08/2007**
Property Certificate No: **00617480**
Certificate Prepared by: **CNixon**

Charges on Register

03 - Planning charges			
Description of Charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of registration
780229: Two Georgian Richmond houses with double garages and 1 special detached dwelling. Approved subject to standard conditions and the following conditions:- The accesses shall be laid out and formed to the satisfaction of the Highway Authority. The adjoining land and footpaths shall be substantially completed to the satisfaction of the Local Planning Authority before the dwellings hereby permitted are occupied. Conditional approval.	Nuneaton & Bedworth Borough Council	Council House Coton Road Nuneaton Warwickshire CV11 5AA.	8/5/78
TP/0371/90 Single storey extension to rear. Conditional approval.	Nuneaton & Bedworth Borough Council	Council House Coton Road Nuneaton Warwickshire CV11 5AA.	14/8/90

04 - Miscellaneous charges			
Description of Charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of registration
Smoke Control Order.	Nuneaton & Bedworth Borough Council	Council House Coton Road Nuneaton Warwickshire CV11 5AA.	

Local Search Enquiries

Subjects **19, Milby Drive, Nuneaton, Warwickshire, CV11 6JR.**
 Date of Certificate: **15/08/2007**
 Property Certificate No: **00617480**
 Certificate Prepared by: **CNixon**

Planning and Building Regulation Decisions and Pending Applications

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

Section 3 (a)	Planning Permissions	None		
Section 3 (b)	Listed Building Consents	None		
Section 3 (c)	Conservation Area Consents	None		
Section 3 (d)	Certificate of lawfulness of existing use or development	None		
Section 3 (e)	Certificate of lawfulness of proposed use or development	N/A - not available		
Section 3 (f)	Building Regulations approvals	Yes		
Application Number	Proposal	Decision	Decision Date	Application Type
054378	3 detached houses. 19, 21 & 23 Millby Drive.	Approved	12-May-1978	Building Reg Appr
BR/0528/90	Kitchen and dining extension.	Approved	11-Jun-1990	Building Reg Appr
Section 3 (g)	Building Regulations completion certificate	N/A - not available		
Section 3 (h)	Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification	N/A - not available		

Informative

The seller or developer should be asked to provide evidence of compliance with building regulations

Informative

The Council's records do not extend back before a certain date and this reply covers only the period since that date.

Planning designations and Proposals

4. 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?	Yes
Nuneaton & Bedworth Borough Local Plan 2006	
Local Plan Policy	Borough Boundary

Roads

5. Which of the roads, footways and footpaths named in the application for this search are:-

(a)	Highway Maintainable at Public Expense				Yes
Name	Carriageway	Footway	Footpath	Verge	
Milby Drive, Nuneaton	Public	Public	None	None	
(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				N/A
(d)	To be adopted by a local authority without reclaiming the cost from the frontagers?				N/A

Land Required for Public Purpose

6. Is the property included in land required for Public Purposes?	No
7. Is the property included in land to be acquired for road works?	No
8. Do either of the following exist in relation to the property?	
(a) An agreement to drain building in combination into an existing sewer by means of a private sewer	N/A
(b) An agreement or consent for:- i. a building; or ii. an extension to a building on the property, to be built over in the vicinity of a drain, sewer or disposal main?	N/A

Nearby Road Schemes

9. Is the property (or will it be) within 200 metres of any of the following?	Not so far as is known
<p>(a) The centre line of a new trunk road or special road specified in any order, draft order or scheme;</p> <p>(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;</p> <p>(c) The outer limits of construction works for a proposed alteration or improvement to an existing road, involving-</p> <ul style="list-style-type: none">i) Construction of a roundabout (other than a mini-roundabout); orii) Widening by construction of one or more additional traffic lanes; <p>(d) The outer limits of-</p> <ul style="list-style-type: none">i) Construction of a new road to be built by a local authorityii) An approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; oriii) Construction of a roundabout (other than a mini-roundabout) or widening by construction of one or more additional traffic lanes <p>(e) The centre line of the proposed route of a new road under proposals published for public consultation; or</p> <p>(f) The outer limits of-</p> <ul style="list-style-type: none">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); oriii) Widening by construction of one or more additional traffic lanes, under proposals published for public consultation?	

Nearby Railway Schemes

10. Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?	No
--	-----------

Traffic Schemes

11. 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 -	Not so far as is known
<ul style="list-style-type: none">(a) Permanent stopping up or diversion;(b) Waiting or loading restrictions(c) One way driving(d) Prohibition of driving(e) Pedestrianisation(f) Vehicle width or weight restrictions(g) Traffic calming works including road humps(h) Residents parking controls(i) Minor road widening or improvement(j) Pedestrian crossings(k) Cycle tracks; or(l) Bridge building?	

Outstanding Notices

12. Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this schedule- (a) Building Works; (b) Environment; (c) Health and Safety; (d) Housing; (e) Highways; or (f) Public health?	Not so far as is known
---	-------------------------------

Contravention of Building Regulations

13. Has a local authority authorized in relation to the property any proceedings for the contravention of any provisions contained in building regulations	Not so far as is known
---	-------------------------------

Notices, Orders, Directions and Proceedings under Planning Acts

14. 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) Enforcement Notice	None
(b) Stop Notice	None
(c) Listed Building Enforcement Notice	None
(d) Breach of Condition Notice	None
(e) Planning Contravention Notice	None
(f) Other Notice relating to breach of planning control	None
(g) Listed Buildings Repair Notice	None
(h) In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation	None
(i) A Building Preservation Notice	None
(j) A direction restricting permitted development	None
(k) An order revoking or modifying permission	None
(l) An order requiring discontinuance of use or alteration or removal of buildings or works	None
(m) A Tree Preservation Order	None

(n) Proceedings to enforce a planning agreement or planning contribution	None
--	------

Conservation Areas

15. Do the following apply in relation to the property- a) The making of the area a Conservation Area before 31st August 1974; or b) An unimplemented resolution to designate the area a Conservation Area?	No
---	----

Compulsory Purchase

16. Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	Not so far as is known
---	------------------------

Contaminated Land

17. 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-

No

- a) A contaminated land notice;
- b) In relation to a register maintained under section 78R of the Environmental Protection Act 1990 -
 - I) A decision to make an entry; or
 - II) An entry; or
- c) Consultation with the owner or occupier of the property conducted under section 78G (3) of the Environmental Protection Act 1990 before the service of a remediation notice?

Entries in Register	Section	Reference	Description	Status	Date
---------------------	---------	-----------	-------------	--------	------

Informative

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

The Environment Act 1995 introduced a contaminated land regime forming part IIA of the Environmental Protection Act 1990 which became effective in April 2000. This change saw owner/occupiers become potentially liable for clean up costs as a Class 'B' "Appropriate Person."

Local Authorities are now responsible for preparation of reports on contamination in their respective areas and their subsequent local strategy. Local Authorities will intermittently inspect their areas in respect of contamination and take action against those seriously contaminated area. Registers of remediation notices and contaminated land identified under s.78R must also be kept. These registers do not form lists of contaminated sites; rather sites where Remediation Notices have been served. It is intended that information will also be included with regard to the condition of the land in question.

As part of the OneSearch Local Search we will inspect the remediation register where available

Radon Gas

18. Do records indicate that the property is in a "Radon Affected Area" as identified by the Health Protection Agency (a body established under section 1 of the Health Protection Agency Act 2004)?

No

No. The property is in an area where less than 1% of homes are estimated to be at or above the Action Level.

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.

The Search Company, OneSearch Direct have a contractual relationship with the following parties to the compilation of your Home Information Pack

HIP Provider: PSI HIPS

Solicitor/Conveyancer: Enact Leeds

The following individuals were responsible for inspecting relevant records and preparing this report on behalf of OneSearch Direct

Search Prepared by: CNixon

Local Authority Records Inspected by: Barbara Garratt

Notes

In this section "Subjects" means the property to which this Certificate relates.

The Search Company

1. This Certificate was prepared, and the search carried out, by OneSearch Direct Limited, (Company number SC230285), 1st Floor, Skypark SP1, 8 Elliot Place, Glasgow G3 8EP (referred to in these Notes as "OneSearch").
2. ONESEARCH Direct is a registered trade mark of SPH (Scotland) Ltd.
3. OneSearch maintain contractual relationships with various persons involved in the conveyancing process in the UK. OneSearch will disclose on the Certificate any personal or business relationship which it has with any person involved in the sale of the Subjects who is identified at the point of ordering the search. OneSearch cannot accept any liability for failing to disclose a relationship where the involvement of a person in the transaction was not made known to it at the time of ordering the search.

Terms for Preparation of Search

4. This Certificate does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.
5. The information in this Certificate has been prepared following a search of publicly available property related information held by the relevant local authority; for example, Local Land Charges, planning and roads data; and is accurate 3 days prior to issuing the Certificate. Copies of records identified in the report can be obtained direct from the relevant local authority. Fees and contact information for obtaining copies of such records are available on request by contacting OneSearch on 0800 052 0117 or by emailing cs@onesearchdirect.co.uk

Scope of Area Searched

6. Local Plan policies, proposals and recommendations: only those which apply directly to the Subjects of the search are disclosed.
7. Planning applications on the Subjects only, have been searched for a period of ten years.
8. Where the Certificate shows "N/A" in response to any question that means the question could not be answered as the information was not made available by the relevant local authority. If, as a result, information in existence prior to the completion of the Certificate is not disclosed and this results in financial loss, a claim may be made under the insurance taken out by OneSearch. (See under Liability and Insurance below)

Definition of Search Terms

9. Definition of Search terms - roads
 - Any road (as defined by the Highways Act 1980) or part thereof which has been taken over and is maintained by the local Roads Authority is denoted as Public.
 - Any road (as defined by the Highways Act 1980) or part thereof which has not been taken over and is not maintained by the local Roads Authority is denoted as Private.

Legal Issues

10. The Certificate has been prepared with reasonable care and skill by staff trained and employed by OneSearch .
11. The seller of the Subjects or the person acting as his/her estate agent may copy the Certificate and include it in a Home Information Pack and otherwise copy it as required by the relevant legislation.
12. These terms are enforceable against OneSearch not only by the seller of the Subjects but also by the actual or potential purchaser of, or mortgage lender in respect of, the Subjects, in their own right.
13. Any queries or complaints regarding the content of the Certificate; the manner in which the search was prepared or completed; or the service provided by staff of OneSearch should be submitted in the first instance to the Customer Services Department by telephone on 0800 052 0117 or by emailing cs@onesearchdirect.co.uk [<mailto:cs@onesearchdirect.co.uk>](mailto:cs@onesearchdirect.co.uk). Claims may also be made under the relevant insurance. (See also under Liability and Insurance below.)

Liability and Insurance

14. Liability for, and financial compensation due in respect of, an error or omission in the Certificate caused by a failure to comply with paragraph 10 above rests with OneSearch. OneSearch has taken out insurance to cover this liability. A copy of the said policy is attached. The said insurance policy is for the benefit of the seller, the potential or actual buyer and the mortgage lender in respect of the Subjects and claims may be made under the policy directly by any of them. To make a claim, the relevant person should contact the insurers direct in the manner set out in the said policy. The said policy also provides coverage for financial loss suffered in the circumstances set out in paragraph 8 above.
15. You should be aware that the amount of financial compensation for which OneSearch may be liable in respect of this Certificate, and the liability under said insurance policy, is limited, as a maximum, to the amount the potential or actual buyer of the Subjects in question reasonably believed to be the value (for the purposes of residential use) of the Subjects at the time the Certificate was completed.
16. If the insurance company goes out of business, compensation may be available from the Financial Services Compensation Scheme (FSCS). The Financial Ombudsman Service may also provide help in resolving disputes involving insurance companies.
17. OneSearch is registered with the Property Codes Compliance Board as a subscriber to the Search Code. The Search Code's key commitments say that search organizations will:
- Provide search reports which include the most up-to-date available information when compiled and an accurate report of the risks associated with the property
 - Deal promptly with queries raised on search reports
 - Handle complaints speedily and fairly
 - At all times maintain adequate and appropriate insurance cover to protect you
 - Act with integrity and ensure that all search services comply with relevant laws, regulations and industry standards

How search organizations keep to the Search Code is monitored independently by the Property Codes Compliance Board. And complaints under the Code may be referred to the Independent Property Codes Adjudication Scheme. This gives an extra level of protection as the service can award compensation of up to £5,000 for losses suffered as a result of the search organization failing to comply with the Code.

Yours Faithfully

ONESEARCH DIRECT



ONESEARCH Direct is a registered trademark of SPH (Scotland) Ltd, registered in Scotland under number 155319, Incorporating Douglas & Co. Title Searchers since 1860.

Skypark SP1, 8 Elliot Place, Glasgow G3 8EP Freephone: 0800 052 0119 Fax: 0141 572 2033 E-mail. enquiries@sphproperty.co.uk
DX No. 512600 DX Exchange Glasgow-5 Legal Post LP 4 Glasgow-1
Registered address: 16 Charlotte Square Edinburgh EH2 4DF



IMPORTANT PROTECTION

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 the minimum standards which organizations compiling and/or selling search reports have to meet. This information is designed to introduce the Search Code to you.

By giving you this information, your search organization is confirming that they keep to the principles of the Search Code. This provides important protection for you.

The Code's Main Commitments

The Search Code's key commitments say that search organizations will:

- Provide search reports which include the most up-to-date available information when compiled and an accurate report of the risks associated with the property
- Deal promptly with queries raised on search reports
- Handle complaints speedily and fairly
- At all times maintain adequate and appropriate insurance cover to protect you
- Act with integrity and ensure that all search services comply with relevant laws, regulations and industry standards

Keeping to the Search Code

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

Contact Details

The Property Codes Compliance Board.

Please contact:

Telephone - 020 7917 1817

Email - info@propertycodes.org.uk <<mailto:info@propertycodes.org.uk>>

You can also get more information about the Property Codes Compliance Board from our website at: www.propertycodes.org.uk
<<http://www.propertycodes.org.uk>>

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

SEARCH REPORT INSURANCE POLICY

Policy Issuer: SPH (Scotland) Limited

Policy Number : 60-010-000000

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 by the Policy Issuer in accordance with the Home Information Pack Regulations 2007.
- 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 Issuer"** means SPH (Scotland) Limited trading as Onesearch and Onesearch Direct who will not be an insured under this Policy.
- 1.15 **"Potential Buyer"** means a person other than a Buyer who receives a HIP from the Seller or his agent and who relies upon a Search Report contained in it in contemplation of buying the Land.
- 1.16 **"Search Report"** means a report providing the information required by Regulation 9(1) of the Home Information Pack Regulations 2007 obtained from a private search provider and not directly from an Appropriate Body and incorporated within a HIP.
- 1.17 **"Seller"** means a person selling the Land.
- 1.18 **"Policy Date"** means the date on which the Search Report was prepared.

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
- 3.2 environmental contaminants or hazardous waste on or under the Land and/or liability arising by reason of environmental protection legislation, whether or not its existence would have been disclosed in response to question 3.12(a) to (d) in Form CON29
- 3.3 radon gas on or under the Land, whether or not its existence would have been disclosed in response to question 3.13 in Form CON29.

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 05/07
 - 5.1.1 by post to Title House, 33-39 Elmfield Road, Bromley, Kent, BR1 1LT
 - 5.1.2 by fax to First Title Insurance plc on 0208 315 1338
 - 5.1.3 by e-mail to legalandclaims@first-title.co.uk
- 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

- 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 05/07 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



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 Policy Date but was not fully disclosed in a search report compiled as part of a Home Information Pack (as defined in the Home Information Pack Regulations 2007). See Coverage statement in paragraph 2 of the policy.

4. What does the policy not cover?

Among others, the insurance given under the Search Report Insurance Policy does not cover :

- environmental contaminants or hazardous waste on or under the Land
- loss or damage arising by reason of enforcement of environmental protection legislation
- the existence of radon gas on or under the Land.

All of these exclusions 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/05/07.

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 £5.25 including IPT

09 August, 2007

Search Choice
200 Delta Business Park
Great Western Way
Swindon
SN5 7XP

STS Order Number: 10455763
Customer Ref Number: 3266104

Severn Trent Searches has carried out enquiries into the property address below, in line with its published terms of sale upon request from the customer above.

**19 Milby Drive
Nuneaton
CV11 6JR**

Question 1 Interpretation of Drainage and Water Enquiry.

Appendix 1 of this report contains definitions of terms and expressions.

Question 2 Enquiries and Responses.

The Search Report on the above property was completed on 09 August, 2007 by Jay Patel, a technician employed by Severn Trent Searches.

The Search Report was prepared following examination of Severn Trent Water Records, and other summary Records derived from the original.

In the event of any queries about the preparation of this Search Report, enquiries should be directed to tosearches@severntrent.co.uk or Customer Service Manager, Severn Trent Searches at the address at the bottom of this report.

Severn Trent Searches has put in place procedures to ensure that customers receive support in the event of any complaint. These are detailed in Appendix 2.

Severn Trent Searches has provided this Search Report in line with its Terms and Conditions. These terms are available for inspection at www.severntrentsearches.com.

The address for all correspondence is:

Severn Trent Searches
PO Box 6187
Nottingham
NG5 1LE

Or

Severn Trent Searches
DX 723860
Nottingham 43

Question 3

Answer 3

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.

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

Answer 4

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.

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

Answer 5

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

Yes

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

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

Answer 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

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

Adoption of the sewers may be possible under Section 102 of the Water Industry Act 1991. Please consult with Severn Trent Water.

Question 7

Answer 7

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

No

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.

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

Answer 8

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

No

The public sewer map indicates that there are no public 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.

The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the Local Authority requiring a property to be connected to the public sewer. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.

Question 9

Answer 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

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.

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

Answer 10

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.

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

Answer 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

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.

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

Answer 12

Who are the Sewerage and Water Undertakers for the area?

The Sewerage 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: 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: 0115 962 7269 For Search Enquiries only

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

Question 13

Answer 13

Is the property connected to mains water supply?

Yes

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

Question 14

Answer 14

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.

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

Answer 15

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

Unmeasured

The charges are based on the rateable value of the property of £422.0000 and the charge for the current financial year is £614.8962.

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 by hand (this includes the use of sprinklers) or automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.

Severn Trent

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 16

Answer 16

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.

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

Answer 17

Is a surface water drainage charge payable?

Yes

Records confirm that a surface water drainage charge is payable for the property of £110.0576 for the current financial year.

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

Answer 18

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

N/A

Records indicate that the property is not served by a water meter.

Where the property is not served by a meter and the customer wishes to consider this method of charging they should contact:

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

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

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

Question 19

Answer 19

Who bills the property for sewerage services?

See Details

The property is billed for sewerage services by:

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

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

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

Question 20

Answer 20

Who bills the property for water services?

See Details

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: 0115 962 7269 For Search Enquiries only

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

Question 21

Answer 21

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

No

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

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. Properties may be at risk of flooding but not included on the register where flooding incidents have not been reported to the Sewerage Undertaker. Public sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991. It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Sewerage Undertaker. This report excludes any flooding that occurs from private sewers and drains.

Question 22

Answer 22

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

No

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.

'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

Answer 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.

Pass

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

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

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

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

If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your Water Company for further advice.

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

The data collected by the Company is subject to external review by the Drinking Water Inspectorate (DWI) and by Local and Health Authorities. In addition to reviewing quality data the DWI also carry out audits during which any area of the Company's operation can be examined.

Question 24

Answer 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 for Wales please include details of any departures, authorised by the National Assembly for Wales 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.

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

Answer 25

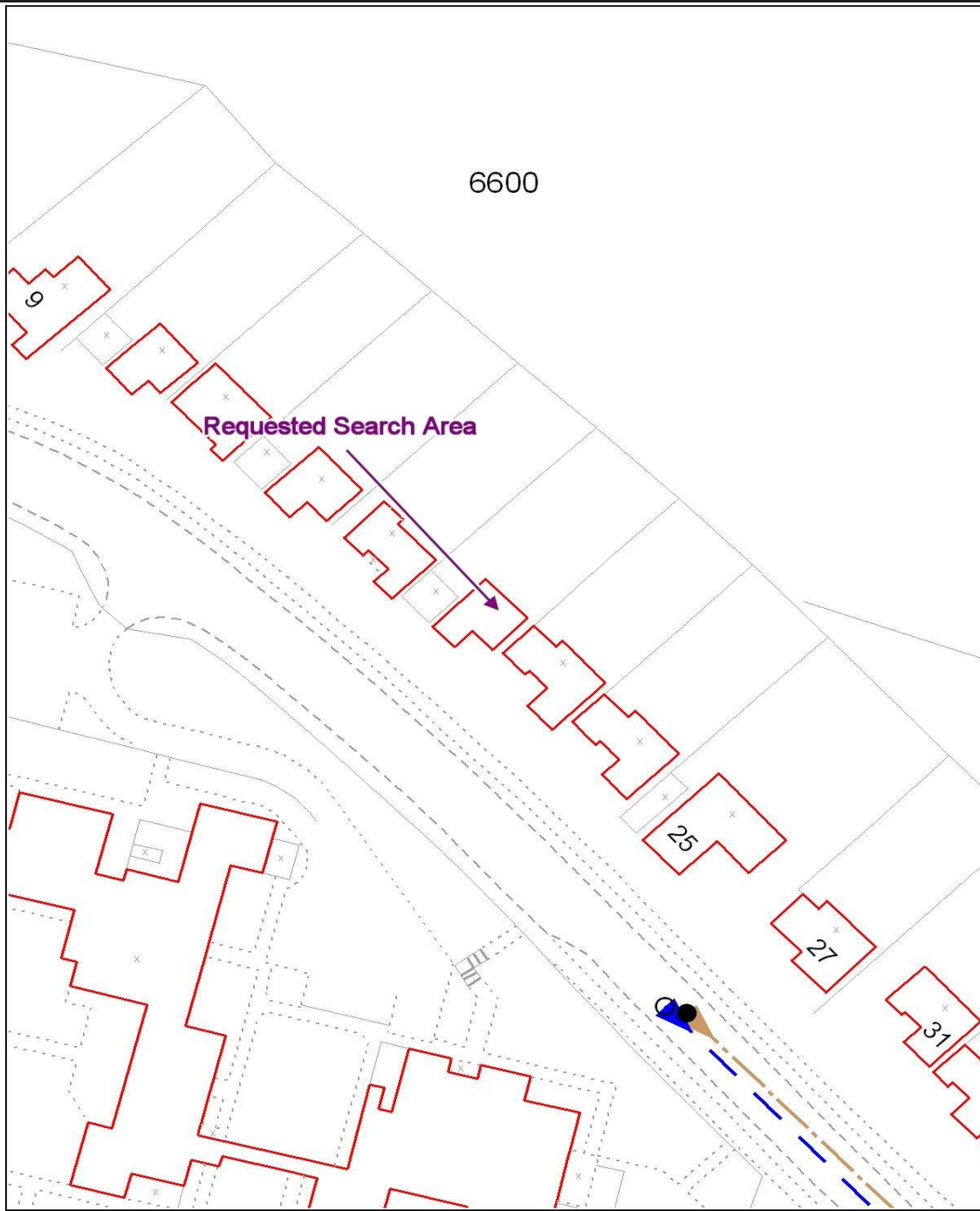
Please confirm the distance from the property to the nearest boundary of the nearest sewage treatment works.

See Details

The nearest sewage treatment works is 4.315 KM km to the West of the property. The name of the nearest sewage treatment works is Hinckley.

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.

Search Address: 19 Milby Drive, Nuneaton, CV11 6JR



✕	Abandoned Gravity Sewer	■	Blind Shaft	▲	Sewer Blockage
—	Private Combined Gravity Sewer	●	Combined Use Manhole	+	Sewer Chemical Injection Point
—	Private Foul Gravity Sewer	□	Disposal Site	▲	Sewer Collapse
—	Private Surface Water Gravity Sewer	○	Flushing Chamber	—	Sewer Junction
—	Public Combined Water Gravity Sewer	●	Foul Use Manhole	◆	Sewerage Air Valve
—	Public Foul Gravity Sewer	—	Grease Trap	□	Sewerage Hatch Box Point
—	Public Surface Water Gravity Sewer	—	Head Node	—	Sewerage Isolation Valve
—	Trunk Combined Gravity Sewer	—	Hydrobrake	—	Soakaway
—	Trunk Foul Use Gravity Sewer	—	Lampole	—	Surface Water Manhole
—	Trunk Surface Water Gravity Sewer	—	Outfall	—	Vent Column
—	Abandoned Pressurised Sewer	—	Overflow	—	Waste Water Storage
—	Combined Use Pressurised Sewer	—	Penstock	—	Culverted Watercourse
—	Foul Use Pressurised Sewer	—	Petrol Interceptor	—	Access Right
—	Surface Water Pressurised Sewer	—	Sewage Treatment Works	▲	Sewer Pumping Facility
—	Highway Drain	—		☒	Sewer Facility Connection (Sewer Pumping Facility Inlet/Outlet Sewer Treatment Works Inlet/Outlet)

Severn Trent Water
 Severn Trent Water Limited
 Waterworks Road
 Edgbaston
 Birmingham B16 9DD
 Telephone: 0121 452 3306

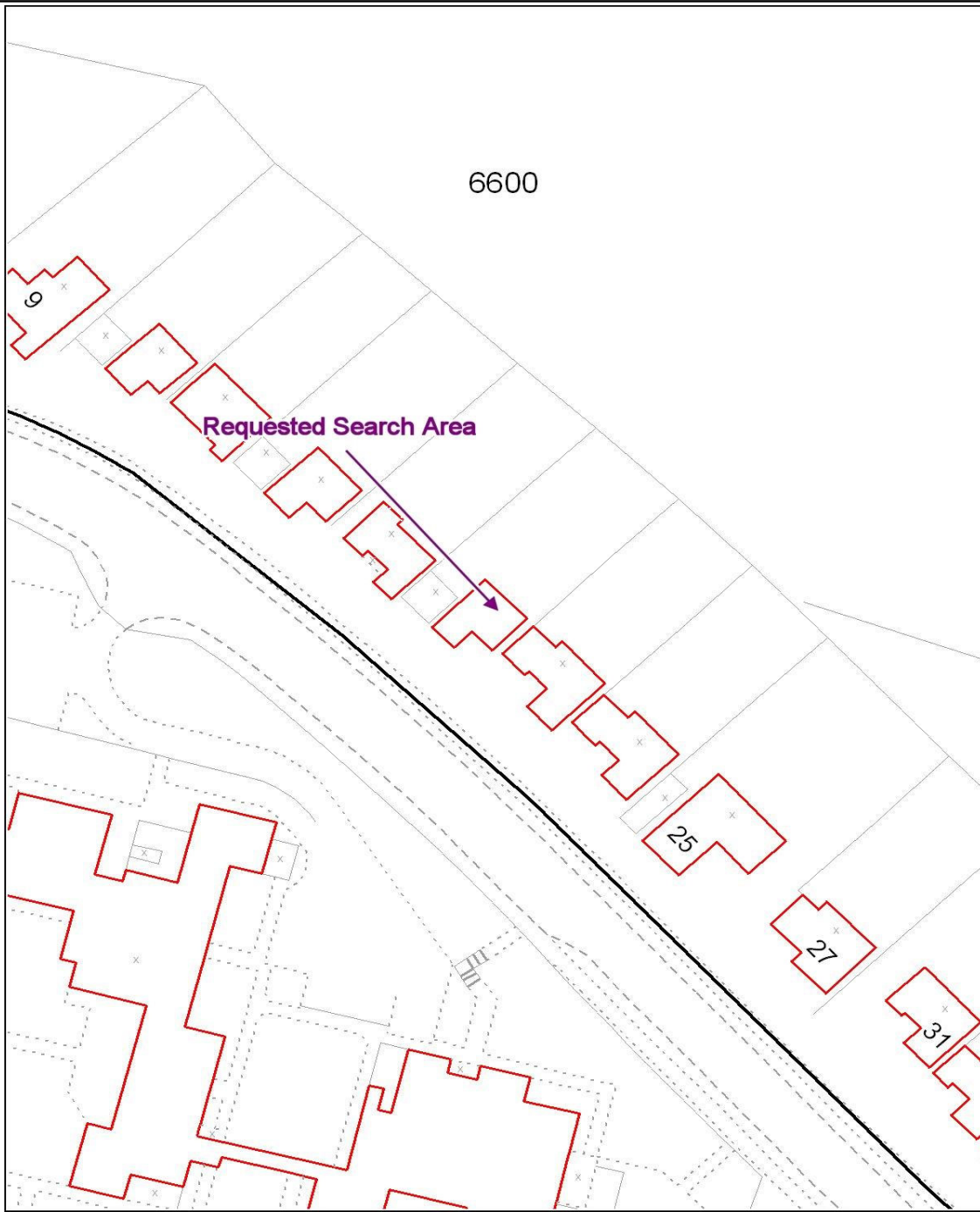
SEWER RECORD

Date of Issue: 09.08.2007 for 19 Milby Drive, Nuneaton, CV11 6JR

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.
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All Private Sewers are shown in magenta
 All Section 104 sewers are shown in green, using the same line style as private sewers

Search Address: 19 Milby Drive, Nuneaton, CV11 6JR



— Distribution Main	▲ Pumping Facility	+ Water Isolation Valve (Open)	⊗ Change in Characteristic
— Trunk Main (Local / Primary)	△ Booster Facility	⊖ Water Isolation Valve (Closed)	◇ Marker Point
— Strategic Main	■ Portable 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 Water	⊘ Pressure Sustaining Valve	⊗ Stop Tap
— Domestic Customer Service Pipe	□ Treatment Works/Chamber	⊕ Non-Return Valve	⊕ Cross Piece
⊗ Abandoned Main	⊕ Draw-Off Tower	⊕ Float Valve	⊕ Listening Post
⊕ Elevated Main	○ Bowser Point	⊕ Hydrant (Single / Double)	⊕ Revenue Meter
⊕ Aquaduct	⊕ Water Facility Connection	⊕ Washout (Single / Double)	⊕ Housing, Building
— Duct		⊕ Bulk Meter	⊕ Housing, Kiosk
— Access Right		⊕ Water Hatch Box	⊕ Housing, Other
— Cable, Low Voltage		⊕ Pressure Tapping	⊕ Pipe Support Structure
— Cable, High Voltage		⊕ Insertion Flow Meter Point	⊕ Open Pipe
— Cable, Optical Fiber/Instrumentation		⊕ Water Chemical Injection Point	⊕ Discharge
⊕ Cable, Earthing		⊕ Motive Water Point	⊕ End Cap
⊕ Cable, Other		⊕ Quality Sample Plant	



Severn Trent Water Limited
 Waterworks Road
 Edgbaston
 Birmingham B16 9DD
 Telephone: 0121 452 3306

WATER MAINS RECORD

Date of Issue: 09.08.2007 for 19 Milby Drive, Nuneaton, CV11 6JR

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Appendix 1

Terms and Expressions

1. 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" means the names and areas designated by a Water Undertaker within its area of supply that are to be its water supply zones for that year; and

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

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.



working on behalf of the water industry towards a sustainable future

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

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

Water UK: Residential Drainage and Water Search Complain Procedure

As a minimum standard Severn Trent Searches:-

- will endeavour to resolve any telephone 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 written 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} we will pay you £36.40 + VAT compensation 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.

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



Section 6 - Other Documents



Consumer Information Registered Firms under the HIP Code

Important Protection

The Home Information Pack (HIP) Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, who rely on information included within a Home Information Pack provided on residential property within England and Wales. It sets out minimum standards which organisations providing HIPs have to meet. This information is designed to introduce the HIP Code to you.

By giving you this information, your Home Information Pack provider is confirming that they keep to the principles of the HIP Code. This provides important protection for you.

The Code's main commitments

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

- Provide HIPs promptly and include the most up-to-date available information when compiled.
- Handle complaints speedily and fairly.
- Respond promptly to queries raised on a HIP, to ensure improved understanding.
- At all times maintain adequate and appropriate insurance cover to protect you.
- Act with integrity and ensure that all HIP services comply with relevant laws, regulations and industry standards

Keeping to the HIP Code

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

Contact Details

The Property Codes Compliance Board:
212 Piccadilly
London W1J 9HG

Tel: 020 7917 1817

Email: info@propertycodes.org.uk

You can also get more information about the Property Codes Compliance Board from our website at:

www.propertycodes.org.uk

PLEASE ASK YOUR HIP ORGANISATION IF YOU WOULD LIKE A COPY OF THE FULL HIP CODE

This HIP has been prepared by enact Conveyancing Limited. Telephone Number : 0870 835 2992

Enact and The Live Organisation are part of First Title plc, the UK's leading provider of title insurance and mortgage processing which is owned by the First American Corporation.

First Title are a member of the Association of Home Information Pack Providers and have signed up to the HIP Code, regulated by the Property Codes Compliance Board.



**This is the Home Information Pack
prepared for
19 MILBY DRIVE, NUNEATON, CV11 6JR**



ASSOCIATION OF
HOME INFORMATION
PACK PROVIDERS



HOME INFORMATION PACK

This pack has been produced by: The Live Organisation Limited, Academy House, 403 London Road, Camberley, Surrey GU15 3HL