

HOME INFORMATION PACK

The Granary
Langstone Court Road
Langstone
NEWPORT
Gwent
NP18 2NE

Harding Evans

Tel: 01633 235134 Fax: 01633 235138

www.harding evans.com

Home Information Pack Index

The Granary Langstone Court Road Langstone NEWPORT Gwent NP18 2NE

About this form:

- Under the Home Information Pack (No. 2) Regulations 2007, you must include an index which lists all the documents included in your Home Information Pack.
- You may use this form as an index. Required documents need to be included in all cases where
 relevant: authorised documents do not. Please seek professional advice if you are unsure about
 what to include in your Home Information Pack.
- All the documents in your Home Information Pack must be listed in the index, whether or not they are required or authorised.
- Where a document required by the Regulations is unavailable or unobtainable, the index should indicate that a required document is missing, which document it is and the reason why.
- Where the document exists and can be obtained, the index should indicate the steps being taken to obtain it and the date by which you expect to obtain the document, updating this date if it changes. It should also indicate the reason for a delay or any likely delay.
- The index to your Home Information Pack should be updated whenever the pack or a pack document is added or removed.
- Someone can complete this form on behalf of a seller.
- The Regulations tell you what documents are required to go in the Home Information Pack, and
 which documents are authorised to be included. Documents that are neither required or
 authorised should not be included in the Pack and advertising material should not be included.
 Guidance on the Regulations is available at www.homeinformationpacks.gov.uk

PART 1 - General - Required Documents

Home Information Pack document	Date	Inclusion Status	If it is a required document for your property: Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) Reason why not included; Steps being taken to obtain it; Date when it is expected to be obtained; Any reason for further delay and further date by which the document is expected.
Index			
Energy Performance Certificate	01/09/2008	Included	
Predicted Energy Assessment		Not Applicable	
Sale statement	28/08/2008	Included	
Title information	-		
Official copy of the individual register (for registered properties only)	27/08/2008	Included	
Official copy of the title plan (for registered properties only)	27/08/2008	Included	
Certificate of official search of the index map (for unregistered properties only)		Not Applicable	
Documents provided by seller to prove title (for unregistered properties only)		Not Applicable	
Leases, tenancies or licences for dwellings in a sub-divided building that are being marketed as a single property and where part of the property is being sold with vacant possession		Not Applicable	
Search Reports			
Local Authority and Local land charges	05/09/2008	Included	
Drainage and water enquiries	02/09/2008	Included	

Part 2 - Commonhold properties - Required Documents

Home Information Pack document	Date	Inclusion Status	If it is a required document for your property: Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) Reason why not included; Steps being taken to obtain it; Date when it is expected to be obtained; Any reason for further delay and further date by which the document is expected.
Land Registry individual register and title plan for common parts		Not Applicable	
Land Registry copy of commonhold community statement		Not Applicable	
Management rules and regulations outside the commonhold community statement		Not Applicable	
Requests for payment towards commonhold assessment for the past 12 months		Not Applicable	
Requests for payment towards reserve fund for the past 12 months		Not Applicable	
Requests for payment towards insurance for common parts for the past 12 months (if separate to commonhold assessment or reserve fund)		Not Applicable	
Name and address of managing agents and/or other manager (current and any proposed)		Not Applicable	
Amendments proposed to the commonhold community statement, and other rules		Not Applicable	
Summary of works affecting the commonhold (current and any proposed)		Not Applicable	
Where the commonhold interest has not been registered at the Land Registry: the proposed commonhold community statement and an estimate of costs expected of the the unit-holder in the first 12 months		Not Applicable	

Part 3 - Leasehold properties - Required Documents

Home Information Pack document	Date	Inclusion Status	If it is a required document for your property: Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) Reason why not included; Steps being taken to obtain it; Date when it is expected to be obtained; Any reason for further delay and further date by which the document is expected.
The lease, being either: an "official" copy the original lease or a true copy of it; or an edited information document		Not Applicable	
Management rules and regulations outside the lease		Not Applicable	
Summaries or statements of service charges for past 36 months		Not Applicable	
Requests for payment towards service charges for the past 12 months		Not Applicable	
Request for payment towards ground rent for the past 12 months		Not Applicable	
Requests for payment for building or personal insurance for the past 12 months (if separate to service charges or ground rent)		Not Applicable	
Name and address of landlord (current and any proposed)		Not Applicable	
Name and address of managing agents or other manager (current and any proposed)		Not Applicable	
Amendments proposed to: the lease; and/or rules and regulations		Not Applicable	
Summary of works or long term agreement affecting the property (current and any proposed)		Not Applicable	
Proposed lease (new properties)		Not Applicable	
Estimate of service charges, ground rent and insurance payments (building and personal) expected during the 12 months after completion (new properties)		Not Applicable	

PART 4 - Authorised Documents

Home Information Pack document	Date	Inclusion Status	Further Information
Home Condition Report		Not Applicable	
Floor Plan		Not Applicable	
Land Registry copies of documents referred to in the individual register		Not Applicable	
Home use form		Not Applicable	
Home contents form		Not Applicable	
Legal Summary		Not Applicable	
Other commonhold information		Not Applicable	
Other leasehold information		Not Applicable	
Uncommenced new homes warranty with cover note		Not Applicable	
Commenced new homes warranty		Not Applicable	
Other warranties		Not Applicable	
Report on a property not physically complete		Not Applicable	
Evidence of safety, construction, repair or maintenance		Not Applicable	
Radon gas		Not Applicable	
Common land		Not Applicable	
Mining		Not Applicable	
Other extractions		Not Applicable	
Environmental Report		Not Applicable	
Flood risk		Not Applicable	
Telecommunications		Not Applicable	
Utilities		Not Applicable	
Transport		Not Applicable	
Repairing liabilities		Not Applicable	
Other search reports for the property		Not Applicable	
Search reports for other properties		Not Applicable	
Translations of pack documents		Not Applicable	

Additional versions of any pack document in another format such as Braille or large print	Not Applicable	
Summary or explanation of any pack document	Not Applicable	
Information identifying the property including a description, photograph, map, plan or drawing of the property	Not Applicable	
Information identifying the persons involved in providing the pack document or information within a pack document	Not Applicable	
Additional relevant information	Not Applicable	

Energy Performance Certificate



Energy Performance Certificate



The Granary Langstone Court Road

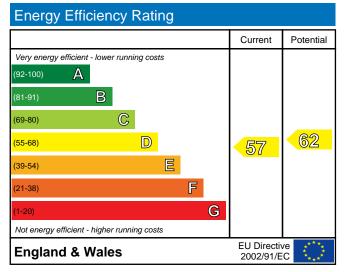
Langstone NEWPORT

Gwent NP18 2NE Dwelling type: Semi-detached house
Date of assessment: 30 August 2008
Date of certificate: 01 September 2008

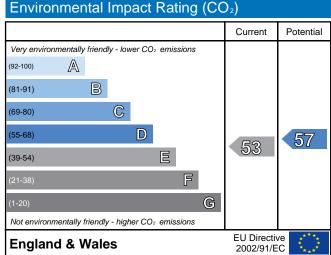
Reference number: 8588-6228-5460-1000-9072

Total floor area: 256 m²

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



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



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

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

	Current	Potential
Energy use	211 kWh/m² per year	191 kWh/m² per year
Carbon dioxide emissions	11 tonnes per year	9.7 tonnes per year
Lighting	£253 per year	£127 per year
Heating	£1122 per year	£1086 per year
Hot water	£280 per year	£265 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 512 012 or visit www.energysavingtrust.org.uk/myhome

About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by BRE Certification, 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: BREC200862

Assessor's name: Maria Amparo Beechey Company name/trading name: Epc Surveying Ltd

Address: 53, Commercial Road, Machen,

Caerphilly, CF83 8PG

Phone number: 08450515114

Fax number:

E-mail address: enquiries@epcsurveying.com

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 at www.breassessor.co.uk together with details of their procedures for confirming authenticity of a certificate and for making a complaint.

About the building's performance ratings

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

Not all buildings are used in the same way, so energy ratings use 'standard occupancy' assumptions which may be different from the specific way you use your 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, 21°C in the living room is suggested) and use the timer to ensure you only heat the building when necessary.
- Make sure your hot water is not too hot a cylinder thermostat need not normally be higher than 60°C
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.

Visit the Government's website at www.communities.gov.uk/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.
- Learn more about energy efficiency and reducing energy consumption.

Recommended measures to improve this home's energy performance

The Granary Langstone Court Road Langstone **NEWPORT** Gwent

NP18 2NE

Date of certificate: 01 September 2008

Reference number: 8588-6228-5460-1000-9072

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 pe Energy Efficiency	rformance Environmental
Walls	Sandstone, as built, insulated (assumed)	Good	Good
Roof	Pitched, 200 mm loft insulation	Good	Good
Floor	Solid, no insulation (assumed)	-	-
Windows	Fully double glazed	Average	Average
Main heating	Boiler and radiators, oil	Average	Average
Main heating controls	Programmer, TRVs and bypass	Poor	Poor
Secondary heating	Room heaters, wood logs	-	-
Hot water	From main system, no cylinderstat	Poor	Poor
Lighting	No low energy lighting	Very poor	Very poor
Current energy efficiency	, rating	D 57	
Current environmental in	npact (CO ₂) rating		E 53

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 rating Energy efficiency	s after improvement Environmental
1 Low energy lighting for all fixed outlets	£92	D 60	E 54
Sub-total	£92		
Higher cost measures			
2 Replace boiler with Band A condensing boiler	£86	D 62	D 57
Total	£178		
Potential energy efficiency rating	D 62		
Potential environmental impact (CO ₂) 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.

3 Solar photovoltaics panels, 25% of roof area	£156	D 65	D 62
Enhanced energy efficiency rating	D 65		
Enhanced environmental impact (CO ₂) rating			D 62

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 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)

2 Band A condensing boiler

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

About the further measures to achieve even higher standards

Further measures that could deliver even higher standards for this home

3 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 British Photovoltaic Association has up-to-date information on local installers who are qualified electricians and any grant that may be available. Planning restrictions may apply in certain neighbourhoods and you should check this with the local authority. Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is registered with a competent persons scheme¹, and can therefore self-certify the work for Building Regulation compliance. Ask a suitably qualified electrician to explain the options.

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

Sale Statement



Sale Statement



		Document date	28/08/08
Address or proposed address of the property	The Granary Langstone Court Road Langstone Newport		
	Postcode N P 1 8 2	N E Plot number	er
Name(s) of seller(s)	Richard John Allison and Lu	acy Elizabeth All	ison
This form should be o	completed and read in conjunction	with the explanator	y notes available separately
1. The seller(s) of th	e property is (are):	그는 일은 그녀가 당음하다 그리다	
2. The property is or	will be at completion:	x freehold leasehold commonho	old



Oyez

3.	At the first point of marketing, the property interest	
	being sold includes:	X the whole registered title
		part of the registered title
		the whole unregistered title
		part of the unregistered title
4.	The property is being sold:	X with vacant possession
		part let or occupied
5.	If occupied, please give details of the terms of occupar	ncy:







Official copy of the individual register (for registered properties only)



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.

Mae'r copi swyddogol electronig o'r gofrestr yn dilyn y neges hon.

Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.









Official copy of register of title Copi swyddogol o gofrestr teitl

Title number / Rhif teitl WA606683

Edition date / Dyddiad yr argraffiad 12.09.2006

- This official copy shows the entries on the register of title on 27 Aug 2008 at 12:42:02.
- 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 27 Aug 2008.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A guide to the information we keep and how you can obtain it.
- This title is dealt with by Land Registry Wales Office.
- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 27 Aug 2008 am 12:42:02.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwilir ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnod yw'r dyddiad y gwnaethpwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 27 Aug 2008.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol.
- I gael gwybodaeth am y gofrestr teitl gweler gwefan y Gofrestrfa Tir www.cofrestrfatir.gov.uk neu Gyfarwyddyd Cyhoeddus 1-Cyfarwyddyd i'r wybodaeth rydym yn ei chadw a sut y gallwch ei chael.
- Gweinyddir t teitl hwn gan Gofrestrfa Tir Swyddfa Cymru.

A: Property Register / Cofrestr Eiddo

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

Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl.

NEWPORT/CASNEWYDD

- 1 (06.04.1976) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being The Granary, Langstone Court Road, Langstone, Newport (NP18 2NE).
- 2 (06.12.1994) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 3 (06.12.1994) The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 15 November 1994 referred to in the Charges Register.

A: Property Register continued / Parhad o'r gofrestr eiddo

- 4 (06.12.1994) The Transfer dated 15 November 1994 referred to above contains a provision as to boundary structures.
- 5 (04.02.2003) By a Deed dated 15 November 2002 made between (1) Keith Palmer and Sandra Palmer and (2) June Anne Ross the rights reserved in the Second Schedule to the Transfer dated 15 November 1994 referred to above were varied as therein mentioned.

NOTE: Copy Deed filed.

6 (12.09.2006) The land has the benefit of the rights granted by a Deed dated 26 May 2006 made between (1) William David Jones and (2) Richard John Allison and Lucy Elizabeth Allison.

NOTE: - Copy filed.

B: Proprietorship Register / Cofrestr Perchnogaeth

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

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

Title absolute/Teitl Ilwyr

- 1 (29.11.2002) PROPRIETOR: RICHARD JOHN ALLISON and LUCY ELIZABETH ALLISON of The Granary, Langstone Court Road, Langstone, Newport NP18 2NE.
- 2 (29.11.2002) The price stated to have been paid on 15 November 2002 was £280,000.
- 3 (02.02.2005) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 17 September 2004 in favour of HSBC Bank PLC referred to in the Charges Register.

C: Charges Register / Cofrestr Arwystlon

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

Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

A Conveyance of the land in this title and other land dated 31 October 1924 made between (1) Sybil Margaret Dowager Viscountess Rhondda and Others (Vendors) and (2) Stephen Herbert Baker (Purchaser) contains covenants of which the folloiwng are particulars:-

"THE Purchaser for himself and his heirs and assigns hereby covenants with the vendors to the extent that such covenant shall run with the said hereditaments and premises and bind the same into whosesoever hands they shall come that the Purchaser and the persons deriving title under him from time to time and at all times hereafter will observe and perform the stipulations following and will save harmless and keep indemnified the Vendors and their successors in title and also the owners for the time being of other lands and hereditaments (if any) charged therewith and their respective estates and effects from and against all proceedings costs claims and expenses in respect of any breach non-observance or non-performance of the same or any of them namely:-

That he will not at any time hereafter burn or permit or suffer to be burned in stone upon the said hereditaments and premises hereby assured or any part thereof

That he will not erect or cause to be erected on said hereditaments and premises hereby assured or any part thereof buildings of any kind to be

Title number / Rhif teitl WA606683

C: Charges Register continued / Parhad o'r gofrestr arwystlon

used for any other purpose than as a private dwellinghouse or private dwellinghouses with appropriate offices and outbuildings to be appurtenant thereto and occupied therewith or buildings to be used as farm buildings or parts of farm buildings or for the business of a nurseryman market gardener."

2 (06.12.1994) A Transfer of the land edged and numbered WA736761 in green on the filed plan dated 15 November 1994 made between (1) Keith Palmer and Sandra Palmer and (2) June Anne Ross contains covenants by the Transferor.

NOTE: Original filed under WA731761.

- 3 (02.02.2005) REGISTERED CHARGE dated 17 September 2004.
- 4 (02.02.2005) Proprietor: HSBC BANK PLC (Co. Regn. No. 14259) of 40 Wakefield Road, Leeds LS98 1FD, trading as First Direct.

End of register / Diwedd y gofrestr





Official copy of the title plan (for registered properties only)



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 27 August 2008 shows the state of this title plan on 27 August 2008 at 12:42:02. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.

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

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Dyma'r nodiadau y cyfeirir atynt ar y copi swyddogol canlynol.

Mae'r copi swyddogol electronig o'r cynllun teitl yn dilyn y neges hon.

Sylwch mai dyma'r unig gopi swyddogol y byddwn yn ei ddarparu. Ni fyddwn yn darparu copi swyddogol papur.

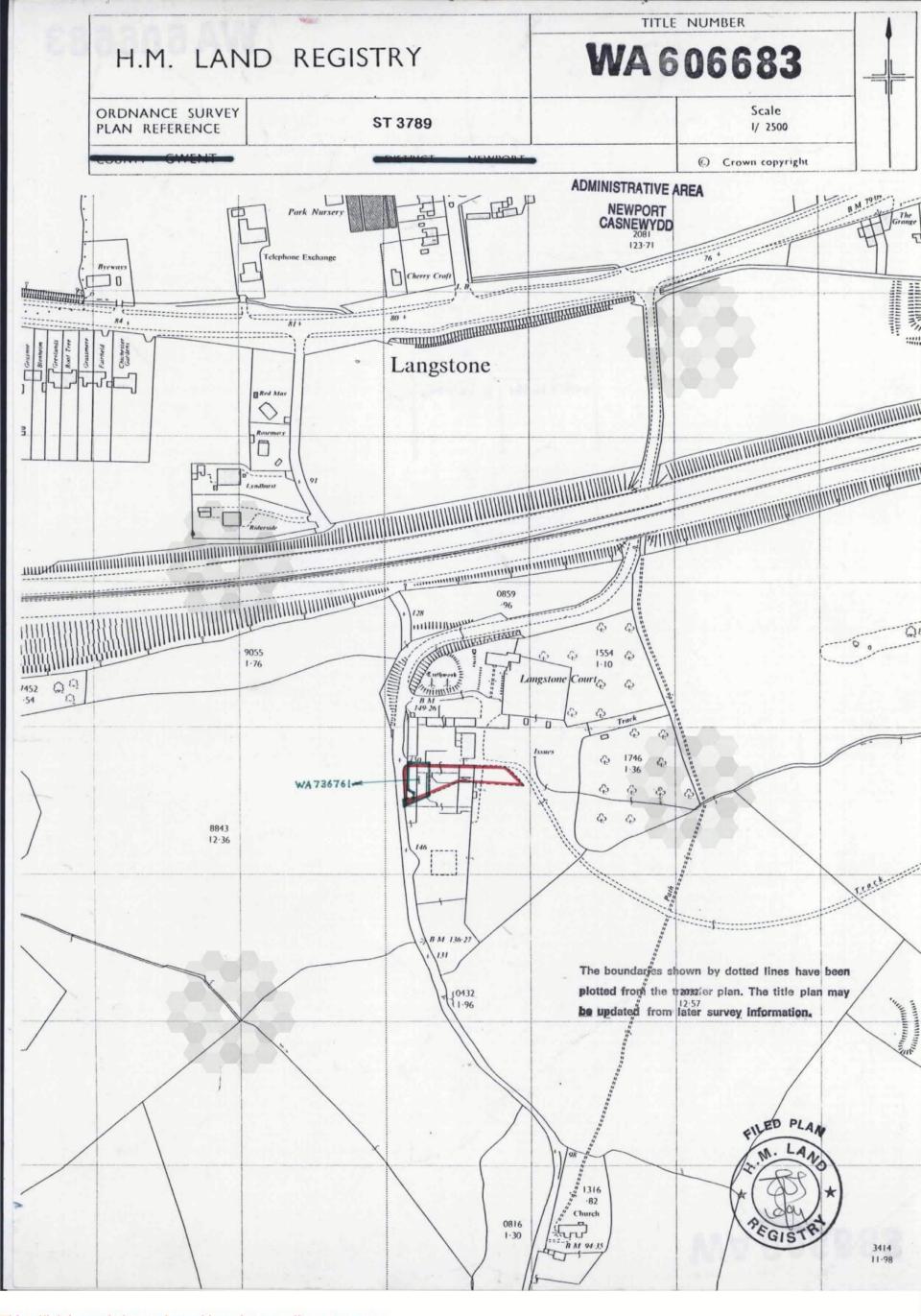
Anfonwyd y copi swyddogol hwn yn electronig a phan gaiff ei argraffu ni fydd i raddfa. Gallwch gael copi swyddogol papur trwy archebu un o'r Gofrestrfa Tir.

Mae'r copi swyddogol hwn a gyhoeddir ar 27 Awst 2008 yn dangos sefyllfa'r cynllun teitl hwn ar 27 Awst 2008 am 12:42:02. Mae'n dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol (adran 67 Deddf Cofrestru Tir 2002). Mae'r cynllun teitl hwn yn dangos safle cyffredinol, nid union linell, y terfynau. Gall fod gwyriadau yn y raddfa. Mae'n bosibl na fydd mesuriadau wedi eu graddio o'r cynllun hwn yn cyfateb â mesuriadau rhwng yr un pwyntiau ar y llawr. Gweler Cyfarwyddyd Cyhoeddus 19 - Cynlluniau Teitl a Therfynau.

Gweinyddir y teitl hwn gan Gofrestrfa Tir, swyddfa Cymru.

© Hawlfraint y Goron. Cynhyrchwyd gan y Gofrestrfa Tir. Gwaherddir atgynhyrchu'r cyfan neu ran heb ganiatâd ysgrifenedig blaenorol yr Arolwg Ordnans. Rhif Trwydded 100026316.





Local Authority and Local land charges







ENQUIRIES OF THE LOCAL AUTHORITY

Local Authority: Page 1 of 19

Newport County Borough Council Civic Centre, Newport, Wales, NP20 4UR Search No: RGC00168363

Date: 05/09/2008

Reference: WW/77928/ALLISON

Property made subject to Search:

The Granary, Langstone Court Road, Langstone, Newport, Casnewydd - Newport, NP18 2NE

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

Search prepared for:

Harding Evans Queens Chambers, 2 North Street, Newport, NP20 1TE The following persons have no personal or business relationship with any person involved in the sale of the property

Search Conducted by: Kimberly Heron Search Prepared by: **Pippa Rees**

Montal

Certificate of Search

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

On behalf of Richards Gray

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

SUMMARY OF ENTRIES

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

1. PLANNING AND BUILDING REGULATIONS

proposals published for public consultation

1.1. Planning and Building Regulation Decisions and Pending Applications	1.1
Which of the following relating to the property have been granted, issued or refused or	
(where applicable) are the subject of pending applications -	
(a) planning permissions	(a) See attached (b) None
(b) listed building consent (c) conservation area consents	(c) None
(d) certificate of lawfulness of existing use or development	(d) None
(e) certificate of lawfulness of proposed use or development	(e) None
(f) building regulations approvals	(f) See footnote*
(g) building regulation completion certificates (h) any building regulations certificates or notice issued in respect of work carried out	(g) See footnote* (h) See footnote*
under a competent person self- certificate scheme	(II) See Toothole
How can copies of the above be obtained?	On application to the local
	authority
1.2. Planning Designations and Proposals	1.2
What designations of land use for the property or the area, and what specific proposals for the property, are contained in any current adopted or proposed development plan?	Adopted 2006 - Within settlement limits
for the property, are contained in any current adopted or proposed development plans	2
2. ROADS	
Which of the roads, footways and footpaths are:	
(a) highways maintainable at public expense?	(a) See attached
(b) subject to adoption and, supported by a bond or bond wavier.	(b) None
(c) to be made up at the cost of the frontagers under current Council resolutions?	(c) None
(d) to be adopted without cost to the frontagers under current Council resolutions?	(d) None
3. OTHER MATTERS	3
Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property? How can relevant documents be obtained?	On application to the local authority
3.1. Land required for Public Purposes	3.1
	NI-
Is the property included in land required for public purposes?	No 3.2
3.2. Land to be acquired for Road Works	3.2
Is the property included in land to be acquired for road works?	No
3.3. Drainage Agreements and Consents	3.3
Do either of the following exist in relation to the property:	
(a) An agreement to drain buildings in combination into an existing sewer by means of a	(a) No
private sewer? (b) An agreement or concept for (i) a building or (ii) extension to a building on the	(b) No
(b) An agreement or consent for (i) a building, or (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main?	(b) No
Note: The sewerage undertaker for the area should also be asked about 3(b) and	
drainage generally	
3.4. Nearby Road Schemes	3.4
Is the property (or will it be) within 200 metres of the following:	
(a) the centre line of a new trunk road or special road specified in any order, draft order	(a) No
or scheme;	42.21
(b) the centre line of a proposed alteration or improvement to an existing road involving	(b) No
construction of a subway, underpass, flyover, footbridge, elevated road or a dual carriageway;	
(c) the outer limits of construction works for a proposed alteration or improvement to an	(c) No
existing road, involving (i) construction of a roundabout (other than a mini roundabout); or	,
(ii) widening by construction of one or more addition traffic lanes;	())
(d) the outer limits of (i) construction of a new road to be built by a local authority; (ii) an	(d) No
approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii)	
construction of a roundabout (other than a mini roundabout) or widening by construction	
of one or more additional traffic lanes;	
(e) the centre line of the proposed route of a new road under proposals published for	(e) No
public consultation; or (f) the outer limits of (i) construction of a proposed alteration or improvement to an	(f) No
existing road involving construction of a subway, underpass, flyover, footbridge, elevated	(1) 110
road or dual carriageway; (ii) construction of a roundabout (other than a mini	
roundabout); or (iii) widening by construction of one or more additional traffic lanes, under	
proposals published for public consultation	

Footnote* - any adverse circumstances in existence at the effective date of this personal search causing actual loss because the information examined or provided was either (1)incomplete, (2) inaccurate, (3) unavailable or (4) access to the information was being unlawfully charged, will be covered by the Personal Local Authority Search Indeminity Policy attached to this report, subject to any exclusions set out in the policy document.

	2.5
3.5. Nearby Railway Schemes	3.5
Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?	No
3.6. Traffic schemes	3.6
Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths (named in Box B) which abut the boundaries of the property:	
(a) permanent stopping up or diversion (b) waiting or loading restrictions	(a) No (b) No
(c) one way driving	(c) No
(d) prohibition of driving	(d) No
(e) pedestrianisation	(e) No
(f) vehicle width or weight restriction	(f) No
(g) traffic calming works including road humps	(g) No
(h) residents parking controls(i) minor road widening or improvement	(h) No (i) No
(j) pedestrian crossing	(j) No
(k) cycle tracks	(k) No
(I) bridge construction	(I) No
3.7. Outstanding Notices	3.7
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	(a) No
(b) environment	(b) No
(c) health and Safety	(c) No
(d) housing (e) highways	(d) No (e) No
(f) public health	(e) No (f) No
3.8. Infringement of Building regulations	3.8
3.6. Intringement of building regulations	
Durandian authorized by the Council for infine annual of the Duildian Devolutions in	Nama
Proceedings authorised by the Council for infringement of the Building Regulations in respect of the property	None
	None 3.9
respect of the property 3.9. Notices, Orders, Directions and Proceedings under Planning Acts Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-	3.9
respect of the property 3.9. Notices, Orders, Directions and Proceedings under Planning Acts Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:- (a) an enforcement notice	3.9 (a) No
respect of the property 3.9. Notices, Orders, Directions and Proceedings under Planning Acts Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:- (a) an enforcement notice (b) stop notice	(a) No (b) No
respect of the property 3.9. Notices, Orders, Directions and Proceedings under Planning Acts Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:- (a) an enforcement notice (b) stop notice (c) a listed building enforcement notice	(a) No (b) No (c) No
respect of the property 3.9. Notices, Orders, Directions and Proceedings under Planning Acts Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:- (a) an enforcement notice (b) stop notice (c) a listed building enforcement notice (d) a breach of condition notice	(a) No (b) No (c) No (d) No
respect of the property 3.9. Notices, Orders, Directions and Proceedings under Planning Acts Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:- (a) an enforcement notice (b) stop notice (c) a listed building enforcement notice (d) a breach of condition notice (e) a planning contravention notice	(a) No (b) No (c) No
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respect of the property 3.9. Notices, Orders, Directions and Proceedings under Planning Acts Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:- (a) an enforcement notice (b) stop notice (c) a listed building enforcement notice (d) a breach of condition notice (e) a planning contravention notice (f) another notice relating to breach of the planning control (g) a listed building repairs notice (h) an order for compulsory acquisition of a listed building with a minimum compensation provision (i) a building preservation notice	(a) No (b) No (c) No (d) No (e) No (f) No (g) No (h) No
respect of the property 3.9. Notices, Orders, Directions and Proceedings under Planning Acts Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:- (a) an enforcement notice (b) stop notice (c) a listed building enforcement notice (d) a breach of condition notice (e) a planning contravention notice (f) another notice relating to breach of the planning control (g) a listed building repairs notice (h) an order for compulsory acquisition of a listed building with a minimum compensation provision (i) a building preservation notice (j) a direction restricting permitted development	(a) No (b) No (c) No (d) No (e) No (f) No (g) No (h) No (i) No (j) No
respect of the property 3.9. Notices, Orders, Directions and Proceedings under Planning Acts Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:- (a) an enforcement notice (b) stop notice (c) a listed building enforcement notice (d) a breach of condition notice (e) a planning contravention notice (f) another notice relating to breach of the planning control (g) a listed building repairs notice (h) an order for compulsory acquisition of a listed building with a minimum compensation provision (i) a building preservation notice (j) a direction restricting permitted development (k) an order revoking or modifying planning permission	(a) No (b) No (c) No (d) No (e) No (f) No (g) No (h) No (i) No (j) No (k) No
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3.9. Notices, Orders, Directions and Proceedings under Planning Acts Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:- (a) an enforcement notice (b) stop notice (c) a listed building enforcement notice (d) a breach of condition notice (e) a planning contravention notice (f) another notice relating to breach of the planning control (g) a listed building repairs notice (h) an order for compulsory acquisition of a listed building with a minimum compensation provision (i) a building preservation notice (j) a direction restricting permitted development (k) an order revoking or modifying planning permission (l) an order requiring discontinuance of use or alteration or removal of building or works (m) a tree preservation order (n) proceedings to enforce a planning agreement or planning contribution 3.10. Conservation Area	(a) No (b) No (c) No (d) No (e) No (f) No (g) No (h) No (i) No (j) No (k) No (l) No (m) No (n) No
respect of the property 3.9. Notices, Orders, Directions and Proceedings under Planning Acts Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:- (a) an enforcement notice (b) stop notice (c) a listed building enforcement notice (d) a breach of condition notice (e) a planning contravention notice (f) another notice relating to breach of the planning control (g) a listed building repairs notice (h) an order for compulsory acquisition of a listed building with a minimum compensation provision (i) a building preservation notice (j) a direction restricting permitted development (k) an order revoking or modifying planning permission (l) an order requiring discontinuance of use or alteration or removal of building or works (m) a tree preservation order (n) proceedings to enforce a planning agreement or planning contribution 3.10. Conservation Area Do the following apply to the property	(a) No (b) No (c) No (d) No (e) No (f) No (g) No (h) No (i) No (j) No (k) No (l) No (m) No (n) No 3.10
a.9. Notices, Orders, Directions and Proceedings under Planning Acts Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:- (a) an enforcement notice (b) stop notice (c) a listed building enforcement notice (d) a breach of condition notice (e) a planning contravention notice (f) another notice relating to breach of the planning control (g) a listed building repairs notice (h) an order for compulsory acquisition of a listed building with a minimum compensation provision (i) a building preservation notice (j) a direction restricting permitted development (k) an order revoking or modifying planning permission (l) an order requiring discontinuance of use or alteration or removal of building or works (m) a tree preservation order (n) proceedings to enforce a planning agreement or planning contribution 3.10. Conservation Area Do the following apply to the property (a) the making of the area a Conservation Area before 31 August 1974; or	(a) No (b) No (c) No (d) No (e) No (f) No (g) No (h) No (i) No (j) No (k) No (l) No (m) No (n) No 3.10
respect of the property 3.9. Notices, Orders, Directions and Proceedings under Planning Acts Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:- (a) an enforcement notice (b) stop notice (c) a listed building enforcement notice (d) a breach of condition notice (e) a planning contravention notice (f) another notice relating to breach of the planning control (g) a listed building repairs notice (h) an order for compulsory acquisition of a listed building with a minimum compensation provision (i) a building preservation notice (j) a direction restricting permitted development (k) an order revoking or modifying planning permission (l) an order requiring discontinuance of use or alteration or removal of building or works (m) a tree preservation order (n) proceedings to enforce a planning agreement or planning contribution 3.10. Conservation Area Do the following apply to the property (a) the making of the area a Conservation Area before 31 August 1974; or (b) an unimplemented resolution to designate the area a Conservation Area?	(a) No (b) No (c) No (d) No (e) No (f) No (g) No (h) No (i) No (j) No (k) No (l) No (m) No (n) No 3.10
a.9. Notices, Orders, Directions and Proceedings under Planning Acts Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:- (a) an enforcement notice (b) stop notice (c) a listed building enforcement notice (d) a breach of condition notice (e) a planning contravention notice (f) another notice relating to breach of the planning control (g) a listed building repairs notice (h) an order for compulsory acquisition of a listed building with a minimum compensation provision (i) a building preservation notice (j) a direction restricting permitted development (k) an order revoking or modifying planning permission (l) an order requiring discontinuance of use or alteration or removal of building or works (m) a tree preservation order (n) proceedings to enforce a planning agreement or planning contribution 3.10. Conservation Area Do the following apply to the property (a) the making of the area a Conservation Area before 31 August 1974; or	(a) No (b) No (c) No (d) No (e) No (f) No (g) No (h) No (i) No (j) No (k) No (l) No (m) No (n) No 3.10

3.12. Contaminated Land*	3.1	2
Other than those shown in the official certificate, do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property):		
(a) a contaminated land notice	(a)	No
(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:	(b)	
(i) a decision to make an entry; or	(i)	No
(ii) an entry; or	(ii)	No
(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?	(c)	No
3.13. Radon Gas	3.1	3
Do records indicate that the property is in a "Radon Affected Area" as identified by the Health Protection Agency?		No

^{*} Whilst the standard enquiries of District Councils have failed to reveal the existence of any outstanding registrations with regard Contaminated Land, you are advised to undertake an Environmental Search Report.

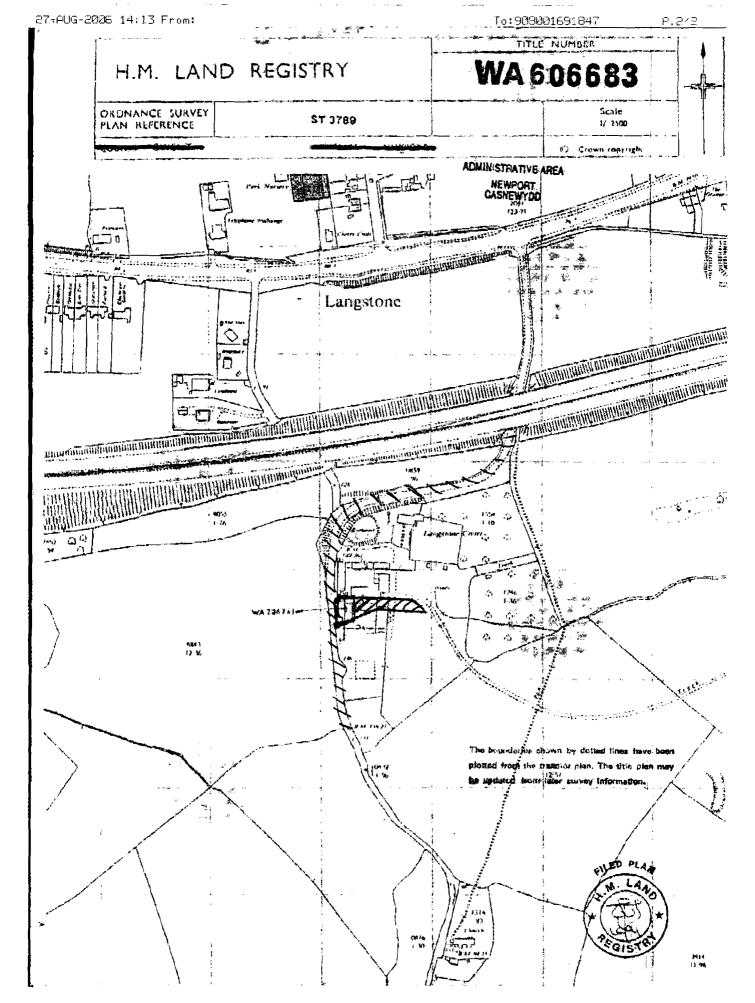
LAND CHARGE/PLANNING REGISTER

PART	REFERENCE	DESCRIPTION OF CHARGE	
3	94/0169	Conversion of single storey dwelling to two self contained dwellings - Approved	29/04/1994

MISCELLANEOUS

2.Roads

• Please note that road hatched on attached plan is adopted



This official copy is incomplete without the preceding notes page.

Muc'r copi swyddogol hwn yn anghytlawn heb y dudulen nodiadau flaenorol.

The Granary

HIPs Consumer Information

The Home Information Pack (No.2) Regulations 2007 ("HIPs Regulations") require that we provide you further information regarding your rights pertaining to this search report. Should the content of this search report be used as part of a Home Information Pack and provided this search report is incorporated within the Home Information Pack ("Search Report"), the following information will be relevant to your statutory rights:

1. THE RECORDS

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

2. HOW THE REPORT HAS BEEN PREPARED

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

3. RESPONSIBILITY FOR SEARCH REPORTS

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

4. INSURANCE PROVISIONS

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

Consumer Information - Property Codes Compliance Board

Important Protection

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

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

The Code's main commitments

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

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

Keeping to the Codes

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

Complaints

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

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

Contact Details

The Property Codes Compliance Board 212 Piccadilly

London W1J 9HJ

Telephone: 020 7917 1817

Email: <u>info@propertycodes.org.uk</u> www.propertycodes.org.uk **Independent Property Codes Adjudication Scheme**

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

Fax: 020 7520 3829

Email: info@idrs.ltd.uk







HOME ASSISTANCE UK LIMITED

ADDRESS OF FIRM:

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

1. The Financial Services Authority (FSA)

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

2.	Whose products do we offer?
	We offer products from a range of insurers.
X	We only offer products from a limited number of insurers. (Ask us for a list of insurers we offer insurance from)
	We only offer products from a single insurer.
3.	Which services will we provide you with?
	We will advise and make a recommendation for you after we have assessed your needs.
X	You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.
4.	What will you have to pay us for our services?
	A fee.
X	No fee.

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

5. Who regulates us?

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

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

6. What to do if you have a complaint

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

... in writing Write to Michael Inns, Managing Director, Home Assistance UK Limited at The Penthouse,

Amberley Court, Crawley, West Sussex, RH11 7XL.

... by phone Telephone 0844 880901.

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

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

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

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

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

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

PERSONAL LOCAL SEARCH INDEMNITY POLICY



To the Policyholder/Intermediary

This document must be revealed to the ultimate insured (including any lender which may be insured by the policy) before conclusion of the insurance contract.

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

If you are a broker, you should disclose this document in accordance with the FSA rules.

To the Insured

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

The Underwriter of this policy is:-

Stewart Title Limited ('STL') of Stewart House, Pynes Hill, Exeter, EX2 5AZ ('STL's address'). The Policyholder is Home Assistance UK Limited ('HA') of Millstream, Maidenhead Road. Windsor, Berkshire SL4 5BG.

Summary of insurance and cover provided by this policy.

Residential Property

If you are a Buyer or a Potential Buyer (as defined by the policy) who has requested or in a Home Information Pack has been provided with a personal local search provided by Richards Gray ('RGC') ('the Search') or if you are a lender to the Buyer or in a remortgage scenario this is an indemnity policy relating to the Search. In some circumstances RGC will not have been able to obtain the answer to certain questions in Parts 1 and 2 CON 29 of the Search from the Local Authority and so has sought to arrange insurance for you against any possible adverse entry had the question been answered in the usual way. If an answer to the particular question has been given then the cover under the policy will not apply unless the answer given is incorrect due to the negligence of or an error by the Local Authority in question or by RGC. The cover applies to those searches and properties notified to us by RGC. We assume that the need to purchase this policy has resulted from advice provided to you by the professional legal conveyancing adviser who has applied for the Search from RGC or because you have been provided with a Home Information Pack which has Personal Search's search in it . The policy has therefore been sought to protect you against losses that you may incur, as defined in the policy, as a result of any deficiency in the Search result attributable to the lack of an answer or an incorrect answer from the Local Authority or RGC and thus a potential adverse entry for the property, as per the terms and conditions of the policy. If you are a Potential Buyer cover is for any sums you have expended in contemplation of buying the Property. If you are selling the Property and have requisitioned the Search from RGC you will have cover starting on the Completion Date where the Local Authority or RGC has made an error in its reply by revealing a matter which should not have been revealed and which is the sole and direct cause of the Buyer renegotiating the Offer Price of the Property to the Sale Price and as a result of which renegotiation you suffered loss.

Commercial Property

If you are a Buyer (as defined by the policy) who has requested a personal local search provided by Richards Gray ('RGC') ('the Search') or if you are a lender to the Buyer or in a remortgage scenario this is an indemnity policy relating to the Search. In some circumstances RGC will not have been able to obtain the answer to certain questions in Part 1 CON 29 of the Search from the Local Authority

and so has sought to arrange insurance for you against any possible adverse entry had the question been answered in the usual way. If an answer to the particular question has been given then the cover under the policy will not apply unless the answer given is incorrect due to the negligence of or an error by the Local Authority in question or by RGC. The cover applies to those searches and properties notified to us by RGC. We assume that the need to purchase this policy has resulted from advice provided to you by the professional legal conveyancing adviser who has applied for the Search from RGC. The policy has therefore been sought to protect you against losses that you may incur, as defined in the policy, as a result of any deficiency in the Search result attributable to the lack of a Part 1 CON 29 answer or any incorrect answer from the Local Authority or RGC and thus a potential adverse entry for the property, as per the terms and conditions of the policy.

Significant features or benefits under this policy.

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

Significant Conditions or Exclusions under this policy.

Significant conditions:-

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

Exclusions:-You are not insured:-

- for any Adverse Entry known to you at the date of cover or where you know the answer given is incorrect or
- in respect of any answer which is actually obtained in the Personal Search relating to questions in the Local Search covered by the policy unless the answer given is incorrect because the Local Authority or RGC has made an error or is negligent and it is later found that the correct answer would have been adverse
- where, had the question been answered at the date of the search, there would have been no adverse entry
- · Where you have suffered no loss.
- If you are the Borrower in a remortgage scenario as the cover is for the lender only.
- In respect of commercial property any lack of answer to a Part 2 CON 29 question.

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

What is the Policy term?

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

Updating the cover.

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

Rights of cancellation

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

Claims under this policy

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

What if you have a complaint?

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

The Financial Services Compensation Scheme (FSCS)

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





PERSONAL LOCAL SEARCH INDEMNITY POLICY

Insurer: Stewart Title Limited, Stewart House, Pynes Hill, Exeter EX2 5AZ

Policy Number:

LSVP/0511/17036

Policy Date: 1st August 2007

DEFINITIONS:

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

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

Knowledge:	Actual knowledge not imputed by statute.
Organisation:	A personal search agency which is a member of and is compliant with the codes laid down by The Council of Property Search Organisations and/or The Association of Independent Personal Search Agents and/or the Property Code Compliance Board and/or has been approved by the Company.
Property:	A private residential dwelling house situated in England or Wales the address of which is stated in the Bordereau.
Personal Search:	A search requested by or on behalf of the Insured in the course of a specific purchase or mortgage or remortgage transaction in response to which the Organisation has undertaken the search and reported the same to the Insured or whoever has requested the search on the Insured's behalf.

COVER:

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

The Company will indemnify:

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

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

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

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

EXCLUSIONS:

The Company shall be not liable to indemnify the Insured:

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

WARRANTIES:

It is warranted by the Organisation that it has supplied a Personal Search in response to a request therefore and that it has supplied a copy of the Policy to those insured or their legal representatives requesting the same.

CONDITIONS:

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

SUBROGATION UPON PAYMENT OR SETTLEMENT:

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

COMPLAINTS PROCEDURE:

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

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

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

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

MEMORANDUM OF ENDORSEMENT

Seller Cover

Definitions

The Definitions referred to below shall be read as being in addition to those given or where repeated for the purpose of the cover provided to the seller under this Policy as an alternative to those in the Policy

Seller:

The Seller of the property who has requested and paid for the Personal Search in order to enable the sale of the Property to the Buyer;

Buyer:

The person(s), corporate or incorporate body, named as Buyer in the exchanged contract for the purchase of the Property on whose behalf a Personal Search has been undertaken or who relies upon a Personal Search carried out on behalf of the seller of the Property by the Organisation and who has subsequently purchased the Property following receipt of the Personal Search.

Completion Date:

The date upon which the sale of the Property to the Buyer completed

Offer Price:

The lower of (i) the price agreed between the Seller and the Buyer for the sale of the Property prior to the Completion Date (ii) the highest valuation of the Property obtained by the Seller from an estate agent prior to marketing the property with the estate agent.

Sale Price:

The price actually paid by the Buyer to the Seller for the Property on the Completion Date as detailed in the exchanged contract.

Definitions

The Definitions referred to below shall be read as being in addition to those given or where repeated for the purpose of the cover provided to the seller under this Policy as an alternative to those in the Policy

Seller Cover

The cover under this Policy will be extended to provide the additional cover referred to below namely that:-

The Seller shall have cover starting on the Completion Date for all losses which are a direct consequence of the Local Authority or the Organisation making an error in their reply by revealing a matter which should not have been revealed ('the Error') and which is the sole and direct cause of the Buyer renegotiating the Offer Price of the Property to the Sale Price and as a result of which renegotiation the Seller has suffered loss.

Exclusions

The Company shall be not liable to indemnify the Seller in respect of:

- (i) any Error not disclosed in the Personal Search
- (ii) any matter of which the Seller or his legal representative had Knowledge as at the date that contracts are exchanged with the Buyer for the purchase of the Property.
- (iii) any Adverse Entry which arises after the Effective Date
- (iv) The cover for the Seller shall not apply where the transaction is a remortgage

Conditions

All Conditions referred to in the Policy shall apply

MEMORANDUM OF ENDORSEMENT

Commercial Property Cover

With effect from 15th October 2007: The definition of 'Property' will read as follows 'A private residential dwellinghouse or commercial property situated in England or Wales the address of which is stated in the Bordereau.'

Where cover applies under this policy to any commercial property the following definitions will apply and replace those referred to in the Policy:-

'Adverse Entry' 'Any matter which could have been disclosed in forms LLC1 and CON 29 Part 1 only (Law Society Copyright 2002 Edition as amended by the Law Society from time to time) which is in existence on or before the Effective Date and which adversely affects the value of the Property but which matter was not disclosed by the Local Authority to the Organisation carrying out the Personal Search due to the failure of the Local Authority to provide answers to the questions raised in the Personal Search because of its failure to make the relevant registers available to the Organisation or

Any matter which could have been disclosed in forms LLC1 and CON 29 Parts 1 and 2 (Law Society Copyright 2002 Edition as amended by the Law Society from time to time) which is in existence on or before the Effective Date and which adversely affects the value of the Property but which matter was not disclosed

- (a) due to a failure to supply relevant information by the Local Authority to the Organisation carrying out the Personal Search due to (i) its negligence or an error on its part; or
- (ii) an incorrect reply being given to the Organisation by the Local Authority either because of its negligence or an error on its part; or
- (b) in the Personal Search to the Insured or anyone acting on behalf of the Insured due to an error or omission on the part of the Organisation.' **'Buyer'** 'The Buyer is the person(s), corporate or incorporate body, named as Buyer in the exchanged contract for the purchase of the Property on whose behalf a Personal Search has been undertaken who relies upon the Personal Search carried out on his/its behalf by the Organisation.'

'Insured' 'In a purchase scenario the Buyer and the Buyer's Lender. In a remortgage scenario the Lender only.'

All other terms and conditions of the Policy shall remain the same and the Policy will henceforth be read and construed accordingly.



TERMS AND CONDITIONS

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

1. DEFINITIONS AND INTERPRETATION

- 1.1.In these Conditions the following words shall have the meanings set opposite them: "Watervale Report" means any Report that we produce on your behalf. "Charges" means our charges for providing the Services, which will be notified to you on the Order Form. "Confirmation of Order" means either when we confirm acceptance of your Order whether by telephone, facsimile or electronic means or when we supply you with the Report, whichever occurs first. "Intellectual Property Rights" means any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right. "Order" means your request for us to provide the Services, which you place by completing an Order Form and sending it to us by facsimile, post or by electronic means or orally confirming the details of the Order by telephone. "Order Form" means our Order Form from time to time. "Property" means the property address or location for which you require a Report. "Report" means any report (s) that you have asked us to deliver to you as detailed in the Order Form whether an Watervale Report or a Third Party Report. "Third Party Report" means any Report that we procure from a third party on your behalf. "Services" means our delivery of Reports to you. "Us" "we" "our" means Richards Gray which is a trading style of Watervale Limited whose registered office is at Interserve House, Ruscombe Business Park, Ruscombe, Berkshire RG10 9JU. "Working Day" means Mondays to Fridays except bank and public holidays. "You" "your" means the person firm or company who instructs us to provide them with a Report either on their own behalf or as agent of the Client.
- 1.2. Headings used in these Conditions are for convenience only and shall not affect their interpretation.
- 1.3.If there is a conflict between an Order and the Conditions, the Order will prevail.

2. THE SERVICES

- 2.1.We will not be obliged to accept any Order and we may refuse to provide the Services at any time without giving any reason. No contract for Services will come into force until the Confirmation of Order.
- 2.2.Each Order if accepted by us will constitute a separate and severable contract.

- 2.3.We will use reasonable endeavours to ensure that the information contained within any Report is accurate at the date of its publication. You accept, however, that information on which any Report is based may be subject to change from the date of its publication and we cannot be held liable for failing to include or omit any information in the Report, which becomes publicly available after the date of publication.
- 2.4.Any indication that we may give as to the time in which we will deliver the Reports will be a good faith estimate only. We will use all reasonable endeavours to deliver the Reports within the time-scale that we have estimated. However, time of delivery of Reports is not of the essence.
- 2.5.Subject to anything else contained within these Conditions, all other warranties, conditions, terms, undertakings and obligations, whether express or implied are expressly excluded.

3. CHARGES

- 3.1.Unless expressed otherwise, the Charges will include VAT at the applicable rate.
- 3.2.You will be primarily liable to pay us the Charges plus VAT. You will pay us the Charges within 30 days of the date of our invoice without deduction or set off. If you fail us the Charges in accordance with the payment terms set out in our invoice, we reserve the right to do one or more of the following:
 - 3.2.1. Charge interest on the amount outstanding in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) from the date of the invoice until we receive full payment in cleared funds both before as well as after any judgement;
 - 3.2.2. Suspend or terminate any Services that we have agreed to provide to you provided that any such suspension or termination shall not affect your liability to pay us such Charges as have accrued to us at the date of such suspension or termination.

4. YOUR OBLIGATIONS

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

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

5 CANCELLATION

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

6. INTELLECTUAL PROPERTY RIGHTS

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

7. LIMITATION OF LIABILITY

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

8. FORCE MAJEURE

8.1. We will not be liable for any failure to perform the Services due to an event beyond our reasonable control. If our performance of the Services is delayed due to an event beyond our reasonable control, we will notify you promptly of the reason for such a delay and you agree to give us such an extension to perform the Services as is reasonable in the circumstances.

9. **ASSIGNMENT**

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

10. **GENERAL**

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

Drainage and water enquiries







John Allison Harding Evans LLP Queens Chambers Newport NP20 1TE

Drainage and Water Enquiry

Responses as required by the Home Information Pack Regulations

The information contained within this report refers to the Existing property at:	THE GRANARY LANGSTONE COURT RD LANGSTONE NP18 2NE
Search report produced by:	Dŵr Cymru Welsh Water Pentwyn Road Nelson Treharris Mid Glamorgan CF46 6LY www.dwrcymru.com www.dwrcymrusearches.com enquiries@dwrcymru.com Water supply - Call 0800 052 0130 Sewerage services - Call 0800 085 3968
Our reference:	2008/8/51009/62513
Your reference:	WW/77928/1/Allison

The following records were referenced in compiling this search report

Customer Account System Asset Information System Water Quality Database

Any enquiries relating to this report should be addressed to our Customer Support Searches Team at the above address. Please quote one of the above references.

Q 1 Interpretation of Drainage and Water Enquiry

Response Appendix 1 of this report contains definitions of terms and expressions identified in Part 2

of the Schedule 10 of Statutory Instrument 2006 No 1503.

Informative Not Applicable.

Q 2 Enquiries and Responses

Response

- 1. This drainage and water search complies with the requirements of Statutory instrument 2006 no 1503 Schedules 8 and 10 regulation 8(o) as it contains the enquiries and the appropriate responses set out in Part 2 of this Schedule.
- 2. The records were searched by Jonathan Evans who has no nor not likely to have, any personal or business relationship with any person involved in the sale of the property.
- 3. This search report was prepared by Jonathan Evans who have no nor not likely to have any personal or business relationship with any person involved in the sale of the property.

Informative Not Applicable.

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

Response A copy of an extract of the public sewer map is included, showing the public sewers,

disposal mains and lateral drains in the vicinity of the property.

Informative

Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.

The company 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 indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any.

Assets other than public sewers may be shown on the copy extract, for information only.

The presence of a public sewer located within the boundary of the property may restrict further development within it.

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 Sewerage Undertaker or its contractors needing to enter the property to carry out works.

Q 4 Does foul water from the property drain to the public sewerage system?

Response Records indicate that foul water from the property does not drain to a public sewer.

Informative

Water companies are not responsible for any private drains and sewers that connect the property to the public sewerage system, and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property 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.

If foul water does not drain to the public sewerage system the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant.

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

Response The company's records indicate that surface water from the property does not drain to a public sewer.

Informative

Sewerage Undertakers are not responsible for private drains and sewers that connect the property to the public sewerage system and do not hold details of these.

The property owner will normally have sole responsibility for private drains serving the property 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 Undertakers' records do not distinguish between foul and surface water connections to the public sewerage system.

If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the Sewerage Undertaker.

If surface water does not drain to the public sewerage system the property may have private facilities in the form of a soakaway or private connection to a watercourse.

Q6 Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement? If so, what stage of the adoption process has been reached, and is the agreement supported by a bond?

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

Informative This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer.

Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities. Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991.

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

Response

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

Informative The boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public sewer running within the boundary of the property may restrict further

development. The company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work.

Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details be checked with the developer, if any. Assets other than public sewers may be shown on the copy extract, for information only.

Q 8 Does the public sewer map indicate any public sewer or a sewer, subject to an agreement under Section 104 of the Water Industry Act 1991, within 30.48 metres (100 feet) of any buildings within the property?

The public sewer map indicates that there are no public sewers within 30.48 metres (100 Response 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.

Informative

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.

Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer.

Assets other than public sewers may be shown on the copy extract, for information only.

Q 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?

Response

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.

Informative

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

Q 10

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

Response

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

Informative

The "water mains" in this context are those which are vested in and maintainable by the water company under statute.

Assets other than public water mains may be shown on the plan, for information only.

Water Undertakers are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, 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 presence of a public water main located within the boundary of the property may restrict further development within it. Water Undertakers have a right of access to carry our work on their assets, subject to notice. This may result in employees of the Water Undertaker or its contractors needing to enter the property to carry out work.

Q 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?

Response

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.

Informative

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

Q 12

Who are the sewerage and water undertakers for the area?

Response

The water undertaker is Dŵr Cymru Welsh Water, Pentwyn Road, Nelson, Treharris, CF46 6LY, and the sewerage undertaker is Dŵr Cymru Welsh Water, Pentwyn Road, Nelson, Treharris, CF46 6LY.

Informative

Not applicable.

Q 13 Is the property connected to mains water supply?

Informative

Informative

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

Informative Details of private supplies are not kept by the Water Undertaker. The situation should be checked with the current owner of the property.

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

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

The boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public water main within the boundary of the property may restrict further development within it. Water companies 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.

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

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

Informative Water and Sewerage Undertakers' full charges are set out in their charges schemes which are available from the company free of charge upon request.

It is policy to meter all new water connections - this would result in charges being levied according to the measured tariff.

The Water Undertaker may install a meter at the premises where a buyer makes a change of use of the property. The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a water or sewerage company. Details are available from the Office of Water Services (OFWAT) at www.ofwat.gov.uk

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

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

Water and Sewerage Undertakers' full charges are set out in their charges schemes which are available from the company free of charge upon request.

It is policy to meter all new water connections this would result in charges being levied according to the measured tariff.

The Water Undertaker may install a meter at the premises where a buyer makes a change of use of the property.

Q 17 Is a surface water drainage charge payable?

Response Records confirm that a surface water drainage charge is not payable for the property.

Informative Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.

Where surface water charges are payable but upon inspection the buyer finds that the property is not connected to the public sewerage system, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the Sewerage Undertaker.

The charge for unmeasured surface water drainage for 2007-2008 is £40.

The charge for measured surface water drainage is included in the volumetric rate charged for measured sewerage and is therefore dependant upon the volume used by each customer. For 2007-2008, if the premises is connected for surface water the volumetric rate will be £1.3821 p/m3. If the premises is not connected then the volumetric rate will be £1.09 p/m3.

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

Response Records indicate that the property is served by a water meter, which is not located within

the dwelling-house which is or forms part of the property.

Informative Where the property is not served by a meter and the customer wishes to consider this method of charging they should contact: Company name. Company billing address. Company billing enquiry

telephone number.Company www

Q 19 Who bills the property for sewerage services?

Response The property is not billed for sewerage services.

Informative Not applicable.

Q 20 Who bills the property for water services?

Response The property is billed for water services by Dŵr Cymru Welsh Water, PO Box 690, Cardiff,

CF3 5WL. Tel: 0800 052 0145, website: www.dwrcymru.com.

Informative This is the Water Undertaker to notify the change of occupant to, on completion of sale.

Q 21 Is the dwelling-house which is or forms part of the property at risk of internal flooding due

to overloaded public sewers?

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

sewers

Informative A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (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 water company is required to include in the Regulatory Register that is reported annually to the Director General of Water Services. These are defined as properties that have suffered or are likely to suffer internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company's reporting procedure.

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

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

Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.

It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excludes flooding from private sewers and drains and the Company makes no comment upon this matter.

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

Response 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.

Informative

The boundary of the property has been determined by reference to the Ordnance Survey record. "Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal.

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

The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap. 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 customers 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 main stop tap 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 Water Undertaker is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply. Abnormal demand:

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

Planned maintenance:

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

One-off incidents:

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

Low pressure incidents of short duration:

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

Q 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.

Response The analysis records confirmed that tests failed to meet the standards of the 2000 Regulations or the 2001 Regulations in relation to another substance or substances, and these details are included in the attached report.

Informative Drinking water quality in England and Wales is regulated by the Government through the Drinking Water Inspectorate (DWI). Drinking Water Supplies are of a very high standard and the legal requirements are set out in the Water Supply (Water Quality) Regulations 2001 (Wales).

Last year Dwr Cymru Welsh Water carried out over 100,000 water quality tests of which 99.9% showed that the drinking water produced by Welsh Water met the required standards.

Each Water Quality Zone covers a population of up to 100,000, sampling address are generated on a random basis. Distribution sampling is conducted to assess the quality of drinking water throughout Dwr Cymru Welsh Water's distribution network and not as an indicator of the condition of an individual property. Therefore Dwr Cymru Welsh Water will not disclose the sampled address.

If you have specific concerns regarding an individual property relating to water quality (e.g. Lead) then we would suggest you instruct your surveyor accordingly.

Some standards relate to the appearance of the water rather than to health. Where a standard has been set for health reasons, this is normally based on a lifetime exposure and there is a wide margin of safety. It should also be noted that most failures are of short duration and are satisfactory on resample.

All exceedences of the regulatory standard are reported to the Drinking Water Inspectorate along with details of any remedial work undertaken.

Q 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.

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

Informative Authorised departures are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health.

Please contact your Water Undertaker if you require further information.

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

Response The nearest sewage treatment works is 2620.3m to the West of the property. The name of the nearest sewage treatment works is christchurch.

Informative The nearest sewage treatment works will not always be the sewage treatment works serving the catchment 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 a private sewage treatment works closer than the one detailed above that have not been identified.

Appendix 1 - General Interpretation

1. (1) In this Schedule-

"the 1991 Act" means the Water Industry Act 1991[a];

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

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

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

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

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

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

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

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

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

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

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

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

"lateral drain" means—

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

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

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

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

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

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

"public sewer" means, subject to section 106(1A) of the 1991 Act[h], a sewer for the time being vested in a Sewerage Undertaker in its capacity as such, whether vested in that Undertaker—

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

"public sewer map" means the map made available under section 199(5) of the 1991 Act[I];

"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.

Note:

- (a) 1991 c. 56
- (b) S.I. 2000/3184. These Regulations apply in relation to England.
- (c) S.I. 2002/3911. These Regulations apply in relation to Wales.
- (d) Section 51(A) was inserted by Section 92(2) of the Water Act 2003 (c.37). Section 104(1) was amended by Section 96(4) of that Act.
- (e) Various amendments have been made to Sections 102 and 106 by Section 96 of the Water Act 2003.
- (f) Inserted by Section 56 and Schedule 4 of the Water Act 2003.
- (g) Subsection (1A)was inserted by Section 92(5) of the Water Act 2003.
- (h) Subsection 106(1A)was inserted by Section 99 of the Water Act 2003.
- (i) 1989 c.15.
- (j) To which there are various amendments made by Section 101(1) of and Schedule 8 of the Water Act 2003.
- (k) To which there are various amendments made by Section 101(1) of and Schedule 8 of the Water Act 2003.
- (I) Section 199 was amended by Section 97(1) and (8) of the Water Act 2003.

Appendix 2 – DRAINAGE & WATER ENQUIRY (DOMESTIC) TERMS AND CONDITIONS

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

Definitions

'Company' means Dwr Cymru Cyf who produces the Report.

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

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

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

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

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

<u>Agreement</u>

 The Company agrees to supply the Report to the Customer and the Client subject to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. Where the Customer is acting as an agent for the Client then the Customer shall be responsible for bringing these terms to the attention of the Client.

The Customer and Client agree that the placing of an Order for a Report indicates their acceptance of these terms.

The Report

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

Liability

3. The Company shall not be liable to the Client for any failure defect or non-performance of its obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond The Company's reasonable control or the acts or omissions of any party for whom The Company are not responsible.

- 3.1 Where a report is requested for an address falling within a geographical area where two different Companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by either Company will remain with that Company in respect of the accuracy of the information supplied. A Company supplying information which has been provided to it by another Company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the Company from which the information was obtained.
- 3.2 The Report is produced for use in relation to individual domestic property transactions and cannot be used for commercial developments of domestic properties or commercial properties for intended occupation by third parties.
- 3.3 The Company shall accept liability for death or personal injury arising from its negligence but, in any other case, the Customer and the Client agree that the Company's liability for negligence shall not exceed £5000.

Copyright and Confidentiality

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

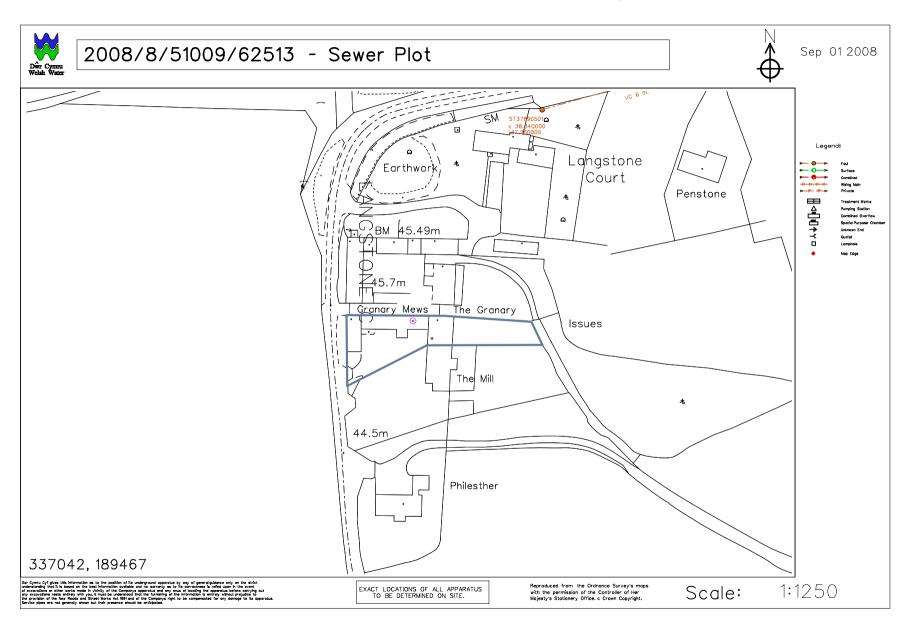
Payment

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

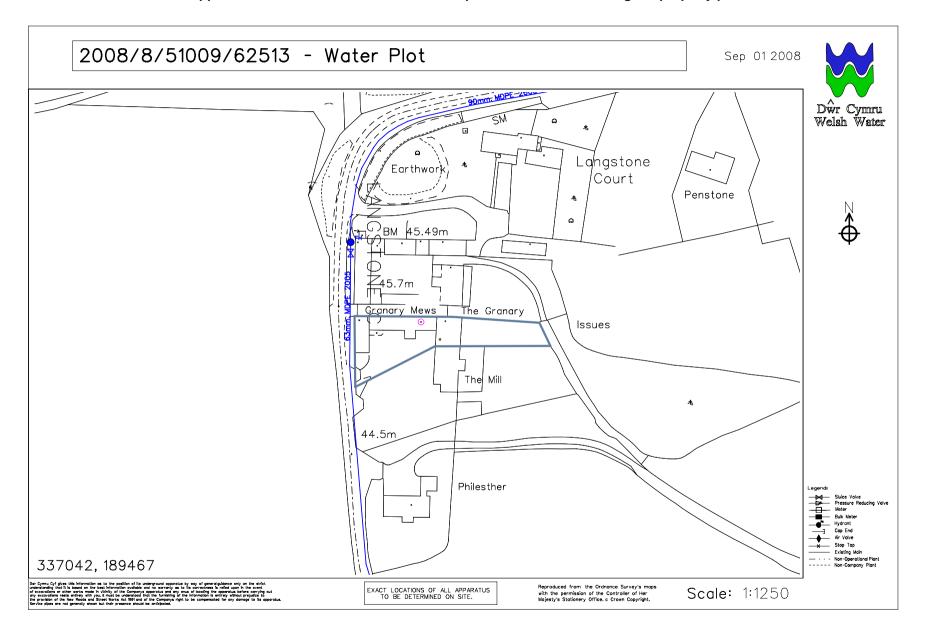
General

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

Appendix 3 - Extract of the Public Sewer Map for the area surrounding the property/plot



Appendix 4 - Extract of the Public Water Map for the area surrounding the property/plot



Appendix 5 – Additional Information

Additional information related to response for Question 23

Zone	Substance	Number of failed tests	Total number of tests
L101067	COLONIES 2 DAYS 37 C	1	51



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