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## Home Information Pack

# Home Information Pack Index Form

27 Woolpack Lane, Whittlesey, Peterborough, Cambridgeshire, PE7 1BS

## About this form

Under the Home Information Pack Regulations, 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 advice where necessary.

Where a document required by the Regulations is unavailable or unobtainable, the index should indicate that the document is missing, and the reason why. Where the document can be obtained from or created by a person, or does exist, the index should indicate the steps being taken to obtain the document.

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 also tell you what other documents must and may be in the Home Information Pack, and guidance on the Regulations is available at [www.homeinformationpacks.gov.uk](http://www.homeinformationpacks.gov.uk)

## Seller's check of this form:

Someone can complete this form on behalf of a seller, but given that a buyer and mortgage lender might rely on the information in this form, it is important that the seller checks the answers to ensure that they are as truthful and as accurate as possible.

Home information pack document	Date of pack document	Included	Reason why not included	Other info
Energy Performance Certificate	04/08/2008	Yes		
Sales Statement	31/07/2008	Yes		
Official copies of title plan	31/07/2008	Yes		
Official copies of individual registry	31/07/2008	Yes		
Drainage and water enquiries	07/08/2008	Yes		
Local land charges	07/08/2008	Yes		
Local enquiries	07/08/2008	Yes		
PCCB insurance	07/08/2008	Yes		
Search Report Summary	07/08/2008	Yes		
Consumer Redress	31/07/2008	Yes		

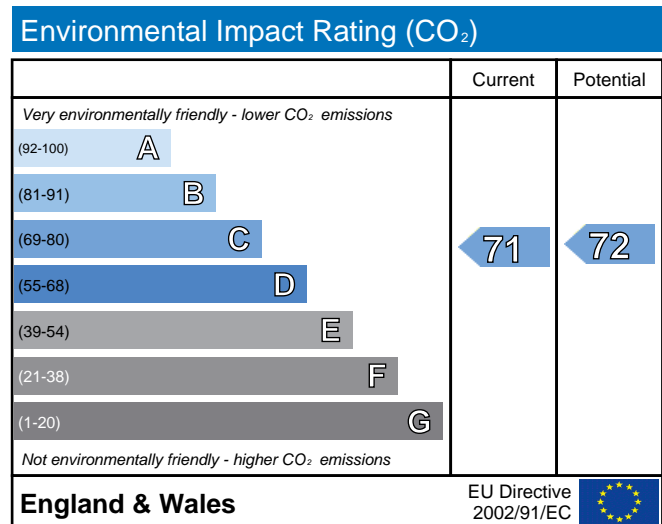
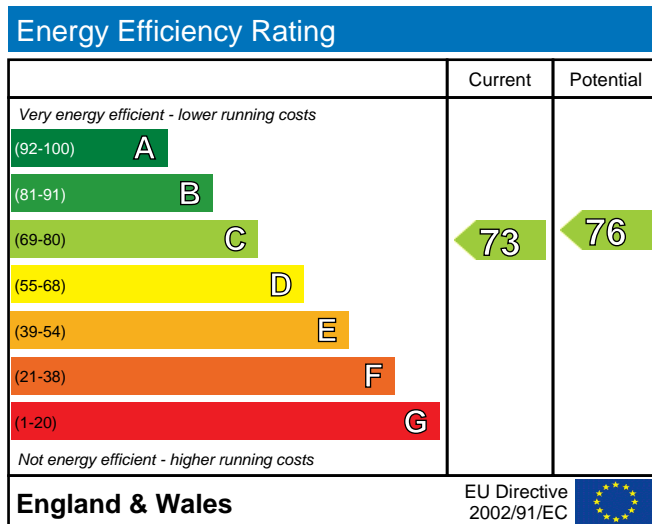
# Energy Performance Certificate



27 Woolpack Lane  
Whittlesey  
Peterborough  
PE7 1BS

Dwelling type: Detached house  
Date of assessment: 01 August 2008  
Date of certificate: 01 August 2008  
Reference number: 0745-2899-6885-0708-0035  
Total floor area: 149 m<sup>2</sup>

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 (CO<sub>2</sub>) 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 (CO<sub>2</sub>) emissions. The higher the rating the less impact it has on the environment.

## Estimated energy use, carbon dioxide (CO<sub>2</sub>) emissions and fuel costs of this home

	Current	Potential
Energy use	170 kWh/m <sup>2</sup> per year	162 kWh/m <sup>2</sup> per year
Carbon dioxide emissions	4.2 tonnes per year	4.0 tonnes per year
Lighting	£136 per year	£71 per year
Heating	£463 per year	£477 per year
Hot water	£105 per year	£105 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](http://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: BREC100113  
Assessor's name: Stephen Windmill  
Company name/trading name: Homesurv Ltd  
Address: Catherine House, Old Harborough  
Road, Brixworth, Northampton, NN6 9BX  
Phone number: 01604 882 922  
Fax number:  
E-mail address: stephen@homesurvuk.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](http://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](http://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](http://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

27 Woolpack Lane  
Whittlesey  
Peterborough  
PE7 1BS

Date of certificate: 01 August 2008  
Reference number: 0745-2899-6885-0708-0035

### Summary of this home's energy performance related features

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

Elements	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Cavity wall, as built, insulated (assumed)	Good	Good
Roof	Pitched, 250 mm loft insulation	Good	Good
Floor	Solid, insulated (assumed)	-	-
Windows	Fully double glazed	Good	Good
Main heating	Boiler and underfloor heating, mains gas	Good	Very good
Main heating controls	Programmer and at least two room thermostats	Average	Average
Secondary heating	Room heaters, mains gas	-	-
Hot water	From main system	Good	Very good
Lighting	Low energy lighting in 9% of fixed outlets	Very poor	Very poor
Current energy efficiency rating		C 73	
Current environmental impact (CO <sub>2</sub> ) rating		C 71	

## Recommendations

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

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvement	
		Energy efficiency	Environmental
1 Low energy lighting for all fixed outlets	£51	C 76	C 72
<b>Total</b>	<b>£51</b>		
Higher cost measures			
None			
	£		
Potential energy efficiency rating		C 76	
Potential environmental impact (CO <sub>2</sub> ) rating			C 72

## 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.

2 Solar photovoltaics panels, 25% of roof area	£74	C 78	C 76
Enhanced energy efficiency rating		C 78	
Enhanced environmental impact (CO <sub>2</sub> ) rating			C 76

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 (CO<sub>2</sub>) 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)

None

## About the further measures to achieve even higher standards

Further measures that could deliver even higher standards for this home

#### 2 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 scheme<sup>1</sup>, and can therefore self-certify the work for Building Regulation compliance. Ask a suitably qualified electrician to explain the options.

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<sup>1</sup> 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.

# Sales Statement

27 Woolpack Lane, Whittlesey, Peterborough, Cambridgeshire, PE7 1BS

## About this Form

Under the Home Information Pack (No.2) Regulations 2007, you must provide the following information in your Home Information Pack and may use this form to do so.

Someone else can complete this form on your behalf.

If the property has not yet been completed or converted, please answer the questions as if the property has been completed.

Please answer all the questions by checking the relevant box and adding any further information asked for. Where alternatives are offered, please indicate which one (or more) applies.

## Seller's check of this form

Someone can complete this form on behalf of a seller, but since a buyer and a mortgage lender might rely on the information in this form, it is important that the seller checks the answers to ensure they are truthful and accurate.

## Statement

1. Is the property a flat or a house?	<input type="checkbox"/> Flat (incl. maisonette) <input checked="" type="checkbox"/> House (incl. bungalow)
2. If it is a flat, what type of building is it in?	<input type="checkbox"/> Purpose built block <input type="checkbox"/> Converted house <input type="checkbox"/> Conversion of commercial premises
3. The property is (or will be):	<input checked="" type="checkbox"/> Freehold <input type="checkbox"/> Leasehold <input type="checkbox"/> Commonhold <input type="checkbox"/> Refer to solicitor
4. The title to the interest in the property being sold is:	<input checked="" type="checkbox"/> The whole of a registered estate <input type="checkbox"/> Part of a registered estate <input type="checkbox"/> The whole of an unregistered estate <input type="checkbox"/> Part of an unregistered estate
5. Name(s) of seller	Steven & Sara Louise Kathryn Fidler
6. The capacity of the seller	<input checked="" type="checkbox"/> The owner or owners <input type="checkbox"/> A representative with the necessary authority to sell property for an owner who has died <input type="checkbox"/> A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney) <input type="checkbox"/> Other,
7. The property is being sold:	<input checked="" type="checkbox"/> With vacant possession <input type="checkbox"/> Section 171(2) of the Housing Act 2004 applies and part of the property is not being sold with vacant possession. Explanation of circumstances as follows:



**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 31 July 2008 shows the state of this title plan on 31 July 2008 at 11:34:08. 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, Peterborough Office .





The electronic official copy of the register follows this message.

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





## Official copy of register of title

Title number CB272005

Edition date 30.01.2006

- This official copy shows the entries on the register of title on 31 Jul 2008 at 11:34:08.
- 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 31 Jul 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](http://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 Peterborough Office.

## A: Property Register

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

CAMBRIDGESHIRE : FENLAND

- 1 (27.02.2002) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 27 Woolpack Lane, Whittlesey (PE7 1BS).
- 2 (27.02.2002) The land was formerly copyhold of the Manor of Whittlesey Saint Andrew and the rights saved to the lord by the 12th Schedule of the Law of Property Act 1922 are excepted from the registration.
- 3 (08.05.2003) The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer dated 29 November 2002 made between (1) Alan John Hinton and (2) John Charles Burney Catnach.

*NOTE: Original filed.*

- 4 (08.05.2003) The Transfer dated 29 November 2002 referred to above contains a provision as to light or air.

## B: Proprietorship Register

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

### Title absolute

- 1 (08.05.2003) PROPRIETOR: STEVEN FIDLER and SARA LOUISE KATHRYN FIDLER of 27 Woolpack Lane, Whittlesey, Peterborough, Cambridgeshire PE7 1BS.
- 2 (08.05.2003) The price stated to have been paid on 9 April 2003 was £75,000.
- 3 (18.11.2004) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

## C: Charges Register

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

- 1 (27.02.2002) By a Deed of Gift dated 22 November 1989 made between (1) Richard Henry Hinton and (2) Evelyn Louisa Hinton the land in this title was conveyed subject as follows:-

"subject to a right for Fenland District Council as successors to the Whittlesey Urban District Council to pass storm water only through the drain as now laid from the car park shown on the said plan between the points marked A and B on the said plan."

*NOTE: Copy filed under CB257078.*

- 2 (20.04.2004) By a Deed dated 31 March 2004 made between (1) Fenland District Council (Grantee) (2) Steven Fidler and Sara Louise Kathryn Fidler (Owners) and (3) Lloyds TSB PLC the rights granted by the Deed dated 22 November 1989 referred to above were expressed to be released.

The land is subject to the following rights granted by the said Deed dated 31 March 2004.

"the Owners GRANT to the Grantee over the New Route with full title guarantee the rights granted by the original Deed and the right on reasonable notice (except in emergencies) to enter upon the owners land with or without workmen and others and equipment and materials so far as may be necessary for the purpose of inspecting repairing cleansing relaying or renewing the drains subject to the person exercising such right doing as little damage as possible and making good at his expense all damage done to hold the Grantee in fee simple."

NOTE 1: The New Route referred to is the route coloured red between points a and B on plan B to the said Deed

NOTE 2: Copy plan B filed.

- 3 (16.01.2006) REGISTERED CHARGE dated 12 January 2006.
- 4 (16.01.2006) Proprietor: ABBEY NATIONAL PLC (Co. Regn. No. 2294747) of Deeds Services, 101 Midsummer Boulevard, Milton Keynes MK9 1AA.

End of register

**Order Reference:**B509528-1  
**Produced on:**04 August 2008

## Drainage and Water Enquiry

Responses as required by the Home Information Pack Regulations 2007

The information in this document refers to:

27 Woolpack Lane  
Whittlesey  
Peterborough  
PE7 1BS

This document was produced by:

Geodesys  
PO Box 485  
Huntingdon  
PE29 6YB

This document was ordered by:

The Property Search Group  
Unit 9 The Metro Centre  
Welbeck Way  
Woodston  
Peterborough  
Cambs  
PE2 7UH

Customer reference: Fidler

For any queries relating to this report please contact our customer services team on 01480 323889, quoting order reference: B509528-1.

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

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

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



4001962



working on behalf of the water industry towards a sustainable future

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

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

### **Water UK: Residential Drainage and Water Search Complaint Procedure**

As a minimum standard, Geodesys:

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

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

**Question 1 Interpretation of Drainage and Water Search**

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

**Question 2 Enquiries and Responses**

**Answer** This drainage and water search for 27 Woolpack Lane, Whittlesey, Peterborough, PE7 1BS complies with the requirements of Statutory Instrument 2007 No 1667 - Schedules 6 and 8 to regulation 8(l) as it contains the enquiries and the appropriate responses set out in Part 2 of Schedule 8.

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

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

This was requested on and completed on 04 August 2008

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

Geodesys has provided this Drainage and Water Report in line with its Terms and Conditions which are available on its website [www.geodesys.com](http://www.geodesys.com)

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Question 13** Is the property connected to mains water supply?

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

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

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

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

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

**Answer** The charges are based on actual volumes of water measured through a water meter. ("metered-supply")  
The meter serial number is: 04M081868E  
The property reference number is: 0079558020

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

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

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

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

**Question 17 Is a surface water drainage charge payable?**

**Answer** Records confirm that a surface water drainage charge is payable for the property at £34.00 per year.

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

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

**Answer** Records indicate that the property is served by a water meter, which is not within the dwelling house which is or forms part of the property, and in particular is located FP CNTR OF ENT.

**Question 19 Who bills the property for sewerage services?**

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

**Question 20 Who bills the property for water services?**

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

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

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

**Informative** A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (eg. Flat gradient, small diameter). Flooding as a result of temporary problems such as blockage, siltation, collapses, and equipment or operational failures are excluded.  
"Internal flooding" from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.  
"At Risk" properties are those that the water company is required to include in the Regulatory Register that is reported annually to the Director General of Water Services. These are defined as properties that have suffered, or are likely to suffer, internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company's reporting procedure.  
Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the At Risk register.  
Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the company.  
Public sewers are defined as those for which the company holds statutory responsibility under the Water Industry Act 1991. It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excluded flooding from private sewers and drains and the Company makes no comment upon this matter.

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

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

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

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

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

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

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

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

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

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

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

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

**Answer** All samples taken from this supply zone in the period January to December 2007 fully complied with the standards of the 2000 Regulations or the 2001 Regulations, with the exception of one sample which did not meet the standard for coliforms. A thorough investigation was undertaken and the exceedance was found to be due to a customer tap issue rather than the water supply.

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

**For more detailed information, visit [www.anglianwater.co.uk](http://www.anglianwater.co.uk), or telephone 01480 323889 or write to Geodesys, PO Box 485, Huntingdon, Cambridgeshire, PE29 6TB.**

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

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

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

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

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

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

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

**Answer** There are currently no Undertakings or Authorised Departures relating to this supply zone.

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

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

**Answer** The nearest sewage treatment works is .66 kilometres South East of the property. The name of the sewage treatment works is WHITTLESEY STW, which is the responsibility of Anglian Water.

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

# APPENDIX 1

## GENERAL INTERPRETATION

(1) In this Schedule-

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

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

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

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

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

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

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

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

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

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

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

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

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

"lateral drain" means-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# DRAINAGE & WATER ENQUIRY (DOMESTIC)

## TERMS AND CONDITIONS

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

### **Definitions**

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

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

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

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

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

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

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

### **Agreement**

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

### **The Report**

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

### **Liability**

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

### **Copyright and Confidentiality**

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

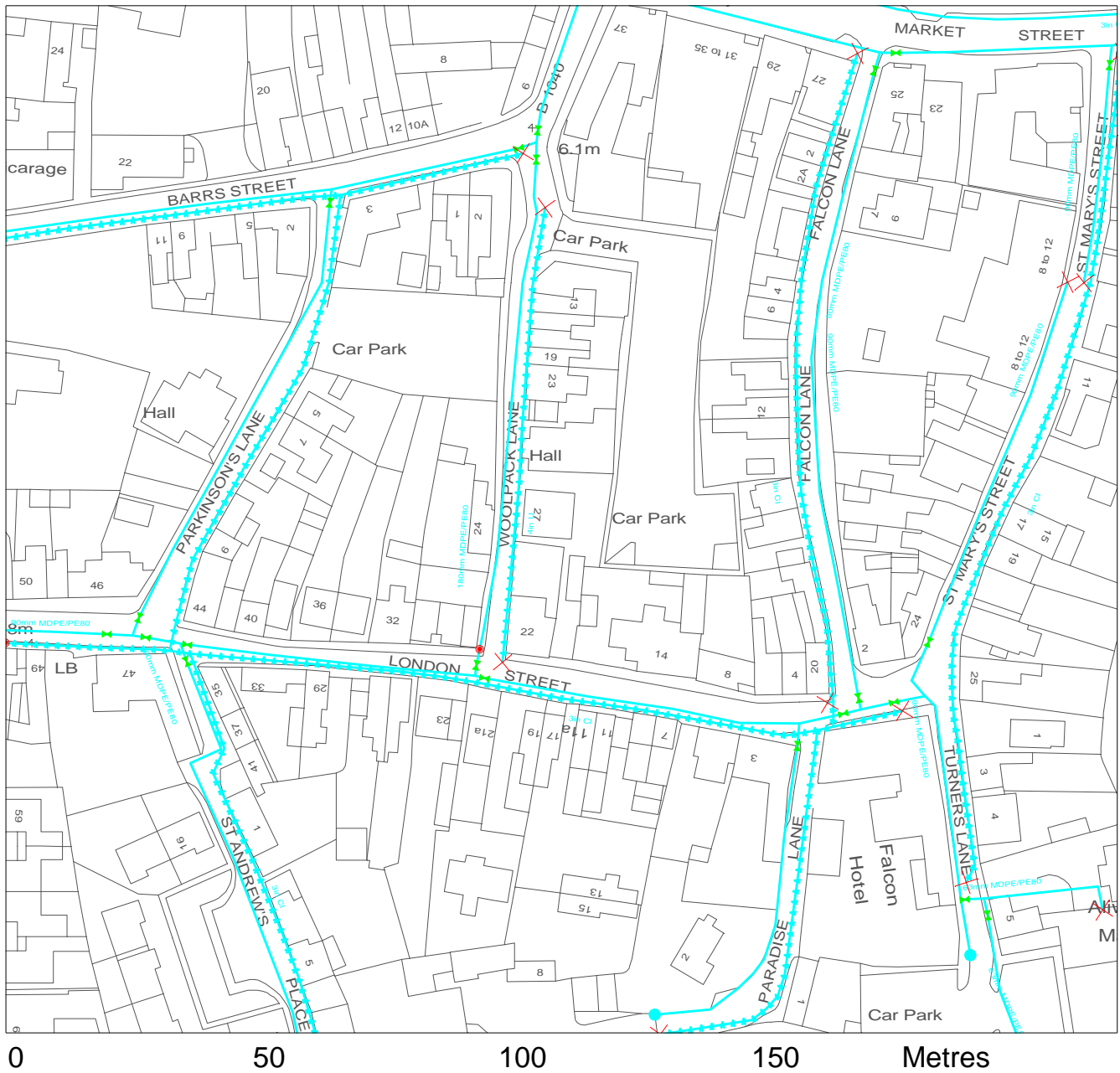
### **Payment**

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

### **General**

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





Map Centre 526815, 296953



**GEODESYS**  
LAND & PROPERTY INFORMATION

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

**WATER ASSET LEGEND**

Operational Potable Water

Decommissioned Water

Operational Raw Water

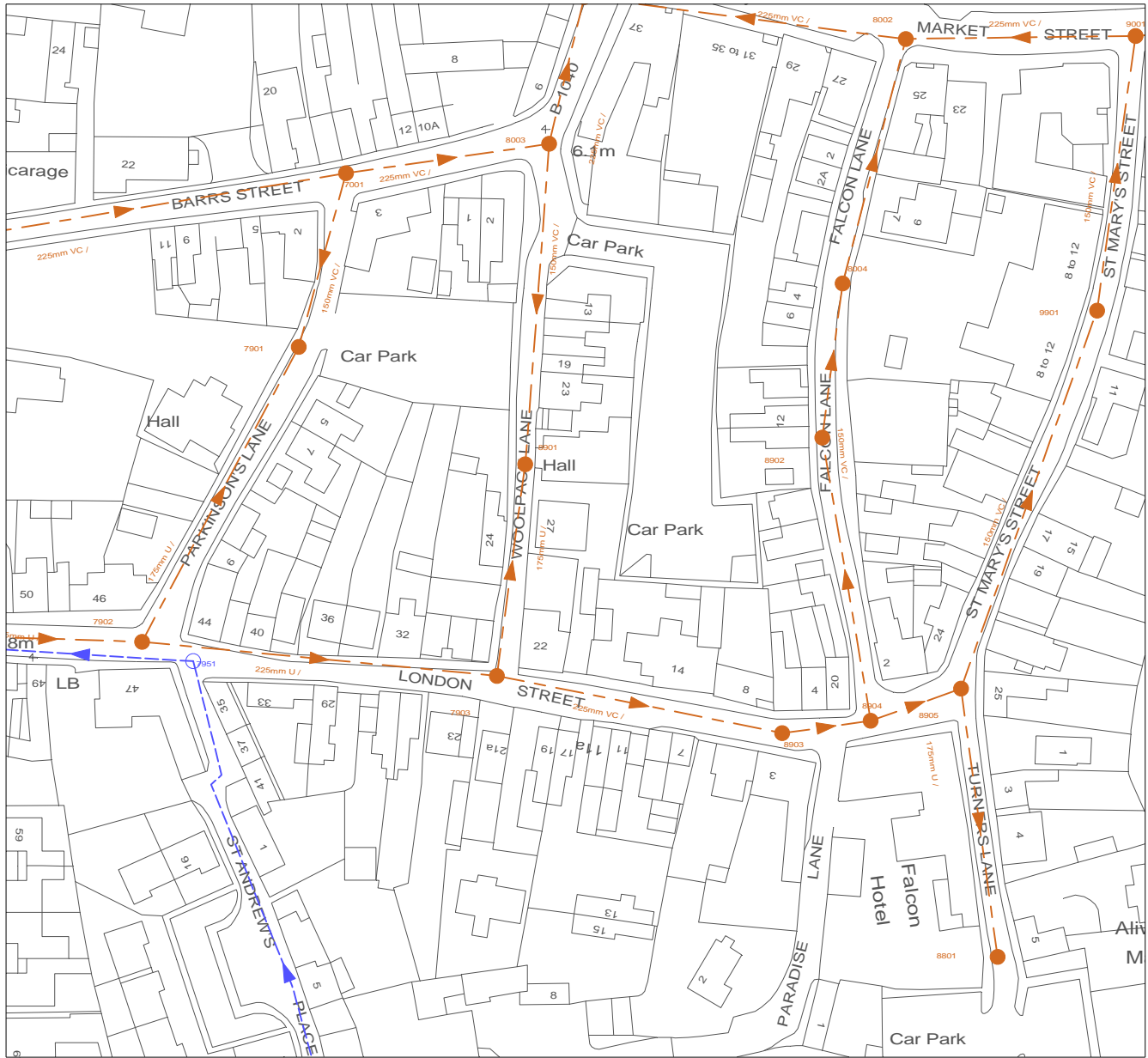


Title: B509528-1

Scale: 1:1250

Date: 04/08/2008 11:28

This plan is provided by Anglian Water pursuant its obligations under the Water Industry Act 1991 sections 198 or 199. It must be used in conjunction with any search results attached. The information on this plan is based on data currently recorded but the position must be regarded as approximate. Service pipes, private sewers and drains are generally not shown. Users of this map are strongly advised to commission their own survey of the area shown on the plan before carrying out any works. The actual position of all apparatus MUST be established by trial holes. No liability whatsoever, including liability for negligence, is accepted by Anglian Water for any error or inaccuracy or omission, including the failure to accurately record, or record at all, the location of any water main, discharge pipe, sewer or drain or disposal main or any item of apparatus. This information is valid for the date printed. The plan is produced by Anglian Water Services Limited, trading as Geodesys from Ordnance Survey © Crown Copyright, WU 100018507. This map is to be used for the purposes of viewing the location of Anglian Water plant only. Any other use of the map data or further copies are not permitted. This notice is not intended to exclude or restrict liability for death or personal injury resulting from negligence.



0 50 100 150 Metres



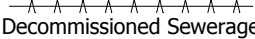




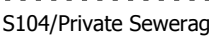


Map Centre 526815, 296953



**GEODESYS**  
LAND & PROPERTY INFORMATION

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

### SEWERAGE ASSET LEGEND

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

Title: B509528-1

Scale: 1:1250

Date: 04/08/2008 11:28

This plan is provided by Anglian Water pursuant its obligations under the Water Industry Act 1991 sections 198 or 199. It must be used in conjunction with any search results attached. The information on this plan is based on data currently recorded but the position must be regarded as approximate. Service pipes, private sewers and drains are generally not shown. Users of this map are strongly advised to commission their own survey of the area shown on the plan before carrying out any works. The actual position of all apparatus MUST be established by trial holes. No liability whatsoever, including liability for negligence, is accepted by Anglian Water for any error or inaccuracy or omission, including the failure to accurately record, or record at all, the location of any water main, discharge pipe, sewer or drain or disposal main or any item of apparatus. This information is valid for the date printed. The plan is produced by Anglian Water Services Limited, trading as Geodesys from Ordnance Survey © Crown Copyright, WU 100018507. This map is to be used for the purposes of viewing the location of Anglian Water plant only. Any other use of the map data or further copies are not permitted. This notice is not intended to exclude or restrict liability for death or personal injury resulting from negligence.

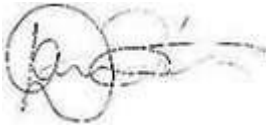
## ENQUIRIES OF LOCAL AUTHORITY



<p><b>Search prepared for:</b> <b>METCALFE, COPEMAN &amp; PETTEFAR (THETFORD)</b> <b>THE RED CROSS BUILDING CAGE LANE</b> <b>THETFORD</b> <b>IP24 2DT</b></p> <p>Tel: 01842 756117 Fax: 01842 752818</p>	<p>Search Number: 2620046 Your Reference: FIDLER</p>
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<p><b>Property:</b> 27 WOOLPACK LANE WHITTLESEY PETERBOROUGH PE7 1BS</p> <p>UPRN: 010009296235</p>	<p>Names of those involved in the sale (this box is only completed when the replies to these enquiries are to be included in a Home Information Pack)</p> <p>Name of vendor:</p> <p>Name of estate agent:</p> <p>Name of HIP Provider:</p>
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<p><b>Other roadways, footpaths and footways:</b></p> <p>LONDON STREET REAR ACCESS</p>	<p>Name of solicitor/conveyancer:</p> <p>Your personal data * name and address - will be handled strictly in accordance with the requirements of the Data Protection Act. It is required to pass on to the relevant authority in order to carry out the necessary search.</p>
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<p><b>Search prepared by and any enquiries to:</b> <b>The Property Search Group</b> <b>Unit 9, The Metro Centre Welbeck Way</b> <b>PETERBOROUGH</b> <b>PE2 7UH</b></p> <p>Tel: 01733 368600 Fax: 01733 368601</p>	<p><b>On behalf of The Property Search Group</b></p> <p>Signed:</p>  <p>Date: 06/08/2008</p>
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Information obtained at FENLAND DISTRICT COUNCIL .  
For further information contact The Property Search Group.

**ENTRIES RELATING TO LAND AND PREMISES KNOWN AS:**

27 WOOLPACK LANE  
WHITTLESEY  
PETERBOROUGH  
PE7 1BS

**LOCAL LAND CHARGE REGISTER ENTRIES:**

1. THE PROPERTY LIES WITHIN A CONSERVATION AREA  
DATED 14/01/1983

COPIES OF LEGAL LAND CHARGE DOCUMENTATION CAN BE OBTAINED AT [WWW.DOCSEARCH.CO.UK](http://WWW.DOCSEARCH.CO.UK)

**PLANNING REGISTER ENTRIES SINCE: 01/01/1977**

1. 018/93 INSTALLATION OF AN EXTERNAL FIRE ESCAPE STAIRCASE  
PG/C 26/05/1993
2. 808/01 ERECTION OF 1 X 4 BED DETACHED HOUSE WITH INTEGRAL GARAGE  
WITHDRAWN 13/08/2001
3. 809/01 ERECTION OF 1 X 3 BED DETACHED HOUSE WITH INTEGRAL GARAGE  
WITHDRAWN 13/08/2001
4. 1058/01 ERECTION OF 1 X 4 BED DETACHED HOUSE AND DETACHED SINGLE GARAGE  
PG/C 29/01/2005
5. 527/03 ERECTION OF A 4 BED DETACHED HOUSE WITH DETACHED GARAGE AND WORKSHOP  
PG/C 16/06/2003

COPIES OF PLANNING APPLICATIONS CAN BE OBTAINED AT [WWW.DOCSEARCH.CO.UK](http://WWW.DOCSEARCH.CO.UK)

**BUILDING REGULATION APPLICATIONS:**

1. PLEASE REFER TO SEARCH REPORT INSURANCE POLICY

**OTHER DETAILS:**

PLEASE NOTE THE FOLLOWING INFORMATION:

THE PROPERTY ABUTTS A LISTED BUILDING (22 LONDON STREET)

PUBLIC PATHS & BYWAYS

SEARCH OF THE DEFINITIVE MAP OR REVISED DEFINITIVE MAP PREPARED UNDER PART IV OF THE NATIONAL PATHS AND ACCESS TO THE COUNTRYSIDE ACT 1949 OR PART III OF THE WILDLIFE AND COUNTRYSIDE ACT 1981 - NONE

INSPECTION OF THE LOCAL AUTHORITY RECORDS HAS NOT REVEALED ANY RELEVANT PLANNING APPLICATIONS RELATING TO THE LAND ADJOINING THE CURTILAGE OF THE ADDRESS SEARCHED SINCE 01/01/2002.

**PART I - STANDARD ENQUIRIES  
(APPLICABLE IN EVERY CASE)**

**1. PLANNING AND BUILDING REGULATIONS**

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

How can copies of the decisions be obtained?

**INFORMATIVE:**

If building control for the property is currently administered by an outside body the seller or developer should be asked to provide evidence of compliance with building regulations.

**1.2 Planning Designations & Proposals.**

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

This reply reflects policies or proposals in any existing development plan and in any formally proposed alteration or replacement plan, but does not include policies contained in planning guidance notes.

**2. ROADS**

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

- (a) highways maintainable at public expense:
- (b) subject to adoption and supported by a bond or bond waiver;
- (c) to be made up by a Local Authority who will reclaim the cost from the frontagers; or
- (d) to be adopted by a Local Authority without reclaiming the cost from the frontagers?

If a road, footpath or footway is not a highway, there may be no right to use it. The Company cannot express an opinion without seeing the title plan of the property and requesting the Local Authority to carry out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.

SEE PAGE 2

NONE SINCE 01/01/1977

NONE SINCE 01/01/1977

NONE SINCE 01/01/1977

NONE SINCE 01/01/1977

1.1 (f) - (h) PLEASE REFER TO SEARCH REPORT INSURANCE POLICY

PLEASE CONTACT YOUR LOCAL PSG OFFICE

**INFORMATIVE:**

The owner or occupier of the property should be asked to produce any such certificate.

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

WITHIN SETTLEMENT DEVELOPMENT AREA BOUNDARY AND CONSERVATION AREA

WOOLPACK LANE - YES  
LONDON STREET - YES  
REAR ACCESS - NO

NONE

NONE

NONE

### **3. OTHER MATTERS**

**From records inspected, do any of the following matters apply to the property?**

#### **3.1 Land required for Public Purposes**

Is the property included in land required for public purposes?

NO

#### **3.2 Land to be acquired for Road Works**

Is the property included in land to be acquired for roadworks?

NO

#### **3.3 Drainage Agreements and Consents**

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

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

NO

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

NO

Enquiries about drainage should also be made of the local sewerage undertaker. For further information please refer to CON29DW report.

#### **3.4 Nearby Road Schemes**

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

(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme;

NO

(b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;

NO

(c) the outer limits of construction works of a proposed alteration or improvement to an existing road, involving: (i) construction of a roundabout (other than a mini-roundabout); or (ii) widening by construction of one or more additional traffic lanes;

NO

(d) the outer limits of: (i) construction for a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini-roundabout) or widening by the construction of one or more additional traffic lanes;

NO

(e) the centre line of the proposed route of a new road under proposals published for public consultation; or

NO

(f) the outer limits of: (i) construction for a proposed alteration or improvement to an existing road involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini-roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?

NO

*Note: A mini-roundabout is a roundabout having a one-way circulatory carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches*

### 3.5 Nearby Railway Schemes

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

NONE

### 3.6 Traffic Schemes

Has a Local Authority approved but not yet implemented any of the following for roads, footways and footpaths which abut the boundaries of the property:

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

In some circumstances, road closure orders can be obtained by third parties from magistrates courts or can be made by the Secretary of State for Transport, without involving the Local Authority within which the property is located.

3.6 (a) - (l) PLEASE REFER TO SEARCH REPORT INSURANCE POLICY

### 3.7 Outstanding Notices

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

- (a) building works;
- (b) environment;
- (c) health and safety;
- (d) housing;
- (e) highways; or
- (f) public health?

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

### 3.8 Contravention of Building Regulations

Has a Local Authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?

NONE REGISTERED

### 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) a stop notice;
- (c) a listed building enforcement notice;
- (d) a breach of condition notice
- (e) a planning contravention notice

NONE REGISTERED

NONE REGISTERED

NOT APPLICABLE

NONE REGISTERED

NONE REGISTERED

- (f) another notice relating to breach of planning control;
- (g) a listed building repairs notice;
- (h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;
- (i) a building preservation notice;
- (j) a direction restricting permitted development;
- (k) an order revoking or modifying a planning permission;
- (l) an order requiring discontinuance of use or alteration or removal of buildings or works;
- (m) a tree preservation order; or
- (n) proceedings to enforce a planning agreement or planning contribution?

NONE REGISTERED  
 NOT APPLICABLE  
 NOT APPLICABLE  
  
 NONE REGISTERED  
 NONE REGISTERED  
 NONE REGISTERED  
 NONE REGISTERED  
  
 NONE REGISTERED  
 NOT APPLICABLE

**3.10 Conservation Area**

Do any of the following apply in relation to the property:

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

3.10 (a) - (b) SEE PAGE 2

**3.11 Compulsory Purchase**

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

NONE REGISTERED

**3.12 Contaminated Land**

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

- (a) a contaminated land notice;
- (b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:
  - (i) a decision to make an entry;
  - (ii) or an entry; or
- (c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?

NONE REGISTERED  
  
 NONE REGISTERED  
 NONE REGISTERED  
 NONE REGISTERED

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

**3.13 Radon Gas**

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

NO

**INFORMATIVE:**

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

Radon preventative measures are required for new buildings in higher risk areas. For new properties the builder and/or the owners of properties built after 1988 should say whether protective measures were incorporated in the construction of the property. Further information on radon, including an indicative version of the Radon Affected Areas map, the associated health risks and common



questions and answers is available on the Health Protection Agency (HPA) website ([www.hpa.org.uk/radiation/radon/index.htm](http://www.hpa.org.uk/radiation/radon/index.htm)). Alternatively information can be requested from HPA by telephone (0800 614529 (24h) or 01235 822622 (D/T)) or by writing to Radon Studies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon, OX11 0RQ

A guide containing further information about Radon Affected Areas is available free from DEFRA

PSG and its employees have a business or personal relationship with the following involved in the sale of the property  
NONE

#### **SEARCH CODE:**

##### **Important Protection**

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, and as such they can rely on property search reports compiled by PSG on all residential properties within England and Wales. It sets out minimum standards which organisations compiling and/or selling search reports have to meet. This information is designed to introduce the Search Code to you.

By giving you this information, PSG is confirming that they operate to the principles of the Search Code. This provides important protection for you.

##### **The Code's main commitments**

The Search Code's key commitments say the search organisation will:

- Provide search reports which include the most up-to-date available information when compiled and an accurate report of the risks associated with the property.
- Deal promptly with queries raised on search reports.
- Handle complaints speedily and fairly, for further information please refer to [www.propertycodes.org.uk/searchcode/compilers/html](http://www.propertycodes.org.uk/searchcode/compilers/html).
- At all times maintain adequate and appropriate insurance cover to protect you.
- Act with integrity and ensure that all search services comply with relevant laws, regulations and industry standards.

##### **How do PSG handle complaints**

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

- The complaint will be acknowledged within 5 working days of its receipt. Please address your complaint as described on page 1 of this report or alternatively email [serviceimprovement@propertysearchgroup.co.uk](mailto:serviceimprovement@propertysearchgroup.co.uk).
- A complaint will normally be dealt with fully within 4 weeks of the date of receipt. If there are valid reasons for the consideration taking longer, you will be kept fully informed in writing or via telephone or email as you prefer and receive a response at the very latest within 8 weeks.
- At your request, we will liaise with counselling organisations acting on your behalf.
- A final decision will be in writing.
- If you are not satisfied with the final outcome, you may refer the complaint to the Independent Property Codes Adjudication Scheme and we will give you contact details. We will co-operate fully with the independent adjudicator during the consideration of a complaint and comply with any decision.

##### **Keeping to the Search Code**

How search organisations keep to the Search Code is monitored independently by the Property Codes Compliance Board. And, complaints under the Code may be referred to the Independent Property Codes Adjudication Scheme. This gives you an extra level of protection as the service can award compensation of up to £5000 to you if you suffer as a result of your search organisation failing to keep to the Code.

#### **IMPORTANT INFORMATION**

##### **Contact Details**

Should any question arise from the search report, please contact your local PSG office, as detailed at the front of this report or visit us at [www.thehipalliance.com](http://www.thehipalliance.com).

Alternatively for further details and information regarding the Property Codes Compliance Board visit their website at: [www.propertycodes.org.uk](http://www.propertycodes.org.uk) or telephone: 020 7917 1817 or Email: [info@propertycodes.org.uk](mailto:info@propertycodes.org.uk)

## SEARCH REPORT INSURANCE POLICY FIRST TITLE PLC

### 1. This summary

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

### 2. The Insurer

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

### 3. Type of insurance

The insurance given under the Search Report Insurance Policy protects against actual loss suffered because of any adverse circumstances which existed in the records of an Appropriate body and affected the land at the Policy Date but was not fully disclosed in a personal search report. See coverage statement in paragraph 2 of the policy.

### 4. What does the policy not cover?

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

- . environmental contaminants or hazardous waste on or under the Land
  - . loss or damage arising by reason of enforcement of environmental protection legislation
  - . the existence of radon gas on or under the Land. All of these exclusions are detailed in paragraph 3 of the Search Report Insurance Policy.
- Please read this part of the report carefully

### 5. Limitations of the Policy

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

### 6. Cancellation Terms

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

### 7. Term of the Policy

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

### 8. Claims

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

### 9. Queries

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

### 10. Complaints

If you wish to complain about any aspect of the service you have received regarding the insurance policy, please contact First Title Insurance at Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT. Please quote policy reference SRIP/05/07. If your complaint is not dealt with to your satisfaction you may complain to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0845 080 1800. There are some instances where the Financial Ombudsman Service cannot consider your complaint. Making a complaint will not prejudice your right to take legal proceedings.

### 11. Compensation

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

### 12. Price

The policy is provided at no cost to the Insured by Property Search Group as part of its service. SRIP/05/07

## The Property Search Group - Terms and Conditions

The Property Search Group as part of its core business activities supplies Property Information Services for its clients on the Conditions set out below. These conditions cannot be varied unless agreed in writing by a director of PSG Franchising Ltd.

### 1. Definitions and Interpretation

1.1 In these Conditions the following words shall have the meanings set opposite them:

"Charges" means our charges for providing the services, which will be notified to you at the point of order.

"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" which may be updated from time to time or an approved alternative.

"Property" means the property address of location for which you require a report.

"Report" means any report/document that you have asked us to deliver to you as detailed in the "Order Form" whether originated from PSG Franchising Ltd or a "Third Party Report".

"Third Party Report" means any "Report" that we procure from a third party on your behalf.

"Services" mean our compilation and/or delivery of reports/documents to you.

"Us/ we/our" mean PSG Franchising Ltd or one of our franchise offices, together The Property Search Group or PSG.

"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 an agent of the Client.

1.2 Headings used in these conditions are for the 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 timescale 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 The Customer shall be liable for payment of Services, whether their Client has paid monies or not. All invoices shall be paid within 30 days, except in specific cases where other Terms have been agreed in writing. We reserve the right to charge outstanding sums at 1.75% monthly and to recover costs associated with the same.

### 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 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 Property Search Group Reports shall vest in us and remain our property. We disclaim all proprietary rights including, without limitation, Intellectual Property Rights in Third Party Reports.

6.2 You will not acquire nor will you attempt to register any Intellectual Property Rights in any Reports whether on your own behalf or on behalf of any Client. You further agree not to use the Reports in whole or part other than is expressly permitted by these Conditions.

### 7 Limitation of Liability

7.1 We cannot accept any liability for any error in a Report, which is based on any error or inaccuracy in a public register. Nor will we be liable for any information contained within a Report, which is based on information that we have obtained from a third party. We cannot warrant that the data supplied by any third party, including mapping, is accurate

Access to certain information is not freely available when conducting the Personal Search. We supply unique individual indemnity insurance (at no additional cost) covering these questions up to the value of the property subject of the search. Please note that commercial properties are limited to a maximum £500,000 per claim. Such cover is provided under First Title policies 60-011-000000, 60-013-000000 and 60-14-000000. Copies of these policies are available on request from your local office

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 We will use all reasonable care and skill when compiling our search reports; in addition the "responsible person" is able to copy this report as required under their duties as the "responsible person" defined within The Home Information Pack (no.2) Regulations 2007 SI No. 1667. Accordingly, in respect of personal local authority searches, we will be liable for direct loss or damage (excluding indirect or consequential loss) suffered as a result of our errors or omissions in recording or interpreting the local authority records not exceeding £10,000,000 arising out of any single

or multiple series of related claims or events. The relevant Local Authority will be liable for any negligent, incorrect or omitted entry in their records. 7.6 In the event that the Search Report is used as part of a Home Information Pack, we acknowledge their further 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 us. Also, as a responsible provider of Search Reports for inclusion in HIPs, we have made provision to ensure that it is adequately insured in accordance with the requirements of the HIPs Regulations and has insurance to cover our liability pursuant to our responsibility to third parties, as set out above, including adequate insurance against our 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 we cease trading.

### 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.

### 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 to any parties data unless permission is granted by those parties involved.

Access to certain information is not freely available when conducting the Personal Search. We supply unique individual indemnity insurance (at no additional cost) covering these questions up to the value of the property subject of the search. Please note that commercial properties are limited to a maximum £500,000 per claim. Such cover is provided under First Title policies 60-011- 000000, 60-013-000000 and 60-14-000000. Copies of these policies are available on request from your local office

PSG and its employees have a personal or business relationship with the following involved in the sale of the property:

Vendor - N/A

Estate Agent - N/A

HIP Provider - N/A

Solicitor/Conveyancer – Metcalfe, Copeman & Pettefar - Business

Other - N/A

### **SEARCH CODE:**

#### **Important Protection**

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, and as such they can rely on property search reports compiled by PSG on all residential properties within England and Wales. It sets out minimum standards which organisations compiling and/or selling search reports have to meet. This information is designed to introduce the Search Code to you.

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- Deal promptly with queries raised on search reports.
- Handle complaints speedily and fairly, for further information please refer to [www.propertycodes.org.uk/searchcode/compilers/html](http://www.propertycodes.org.uk/searchcode/compilers/html)
- At all times maintain adequate and appropriate insurance cover to protect you.
- Act with integrity and ensure that all search services comply with relevant laws, regulations and industry standards

#### **How do PSG handle complaints**

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

- . The complaint will be acknowledged within 5 working days of its receipt. Please address your complaint as described on page 1 of this report or alternatively email [serviceimprovement@propertysearchgroup.co.uk](mailto:serviceimprovement@propertysearchgroup.co.uk).
- . A complaint will normally be dealt with fully within 4 weeks of the date of receipt. If there are valid reasons for the consideration taking longer, you will be kept fully informed in writing or via telephone or email as you prefer and

receive a response at the very latest within 8 weeks.

- . At your request, we will liaise with counselling organisations acting on your behalf.

- . A final decision will be in writing.

- . If you are not satisfied with the final outcome, you may refer the complaint to the Independent Property Codes

Adjudication Scheme and we will give you contact details.

- . We will co-operate fully with the independent adjudicator during the consideration of a complaint and comply with any decision.

### **Keeping to the Search Code**

How search organisations keep to the Search Code is monitored independently by the Property Codes Compliance Board.

In addition, complaints under the Code may be referred to the Independent Property Codes Adjudication Scheme. This gives you

an extra level of protection as the service can award compensation of up to £5000 to you if you suffer as a result of your search organisation failing to keep to the Code.

### **IMPORTANT INFORMATION**

#### **Contact Details**

Should any question arise from the search report, please contact your local PSG office, as detailed at the front of this report or visit us at [www.thehipalliance.com](http://www.thehipalliance.com).

Alternatively for further details and information regarding the Property Codes Compliance Board visit their website at

[www.propertycodes.org.uk](http://www.propertycodes.org.uk) or telephone 020 7917 1817 or email

[info@propertycodes.org.uk](mailto:info@propertycodes.org.uk)

## **SEARCH REPORT INSURANCE POLICY FIRST TITLE INSURANCE PLC**

### **1. This summary**

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

The policy is a legally binding contract between each Insured and First Title Insurance plc.

### **2. The Insurer**

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

### **3. Type of insurance**

The insurance given under the Search Report Insurance Policy protects against actual loss suffered because of any adverse circumstances which existed in the records of an Appropriate body and affected the land at the Policy Date but was not fully disclosed in a personal search report. See coverage statement in paragraph 2 of the policy.

### **4. What does the policy not cover?**

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

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

All of these exclusions are detailed in paragraph 3 of the Search Report Insurance Policy. Please read this part of the report carefully.

### **5. Limitations of the Policy**

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

### **6. Cancellation Terms**

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

### **7. Term of the Policy**

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

## **8. Claims**

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

## **9. Queries**

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

## **10. Complaints**

If you wish to complain about any aspect of the service you have received regarding the insurance policy, please contact First Title Insurance at Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT. Please quote policy reference SRIP/05/07.

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

## **11. Compensation**

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

## **12. Price**

The policy is provided at no cost to the Insured by Property Search Group as part of its service. SRIP/05/07

# Search Reports Summary

27 Woolpack Lane, Peterborough, Cambridgeshire, PE7 1BS,

## Summary of Findings :

Local enquiries not uploaded as it is included in the Local land charges document.



## CONSUMER REDRESS

### **Property Code Compliance Board (PCCB)**

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

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

### **The Code's main commitments**

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

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

### **Keeping to the HIP Code**

How HIP providers keep to the HIP Code is monitored independently by the Property Codes Compliance Board. And complaints under the code may be referred to the independent Property Codes Adjudication Scheme. This gives you an extra level of protection as the service can award compensation of up to £5000 to you if you suffer as a result of your HIP provider failing to keep to the code.

### **Contact Details**

The Property Codes Compliance Board – Please contact:

Telephone: 020 7917 1817

Email: [info@propertycodes.org.uk](mailto:info@propertycodes.org.uk)

You can get more info about the Property Codes Compliance Board from our website at: [www.propertycodes.org.uk](http://www.propertycodes.org.uk)

### **Consumer Direct**

Consumer Direct provides a single portal service for consumers interested in redress for any features of the home buying and selling process – including specific Home Information Pack concerns.

Consumer Direct is a telephone and online consumer advice service, supported by the Office of Fair Trading. Their advisers are trained in all aspects of consumer rights which enables them to offer clear, practical, impartial advice and courses of action that consumers can rely on.

Advisers will provide information and advice on the current redress schemes in place for the home buying and selling process and direct consumers to relevant organisation.

Please note that Consumer Direct do not intervene directly in consumer matters, such as taking action against a trader. Complaints recorded on their database are allegations on the part of the complainant. They do not ask for the trader's version of events, nor is it within the scope of the Consumer Direct service to verify the accuracy and truthfulness of the complaints presented by consumers.

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

