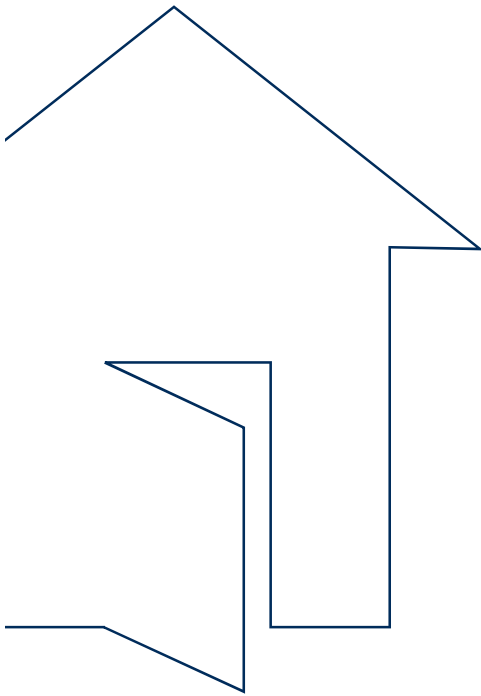


**STAINING WOOD FARM
PRESTON NEW ROAD
WESTBY
LANCASHIRE
PR4 3PH**



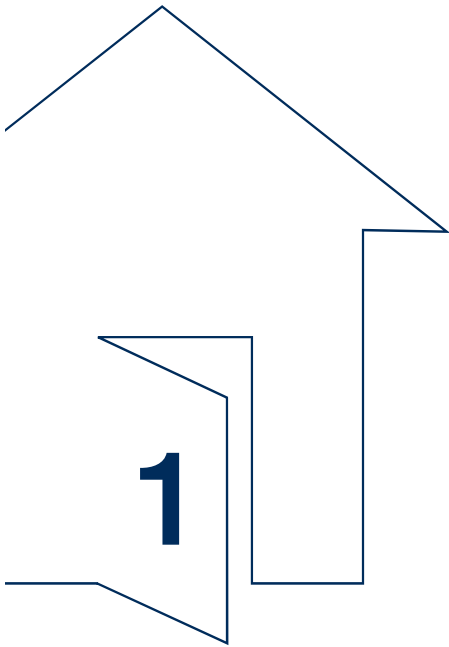
HIPcode



contents

1. Index
2. Energy Performance Certificate/Home Condition Report
3. Sale Statement
4. Title Information including Leasehold/Commonhold (as applicable)
5. Local Authority and Water and Drainage Enquiries
6. Additional Search Reports
7. Additional Relevant Information
8. Contact Details





Index



HIPcode

PSG is registered with the Property Codes Compliance Board as a subscriber to the Search and HIP Codes.

Index

STAINING WOOD FARM
PRESTON NEW ROAD
WESTBY
LANCASHIRE
PR4 3PH

Required Documents	Date	Status	Further Information
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Index	11/07/2008	Included	
Energy Performance Certificate	07/07/2008	Included	
Sale Statement	02/07/2008	Included	

Title Information - Required Documents	Date	Status	Further Information
--	------	--------	---------------------

Land Registry individual register - Freehold Title	See Document	Included	
Land Registry title plan - Freehold Title	See Document	Included	
Official search of Land Registry index map		Not Applicable	
Deduction of title documents		Not Applicable	
Leases, tenancies or licences for properties where part of the property in a sub-divided building not sold with vacant possession		Not Applicable	

Search Reports - Required Documents	Date	Status	Further Information
-------------------------------------	------	--------	---------------------

Local land charges & local enquiries	07/07/2008	Included	
Optional / additional local enquiries		Not Applicable	
Water and drainage enquiries	11/07/2008	Included	

Additional Search Reports	Date	Status	Further Information
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None

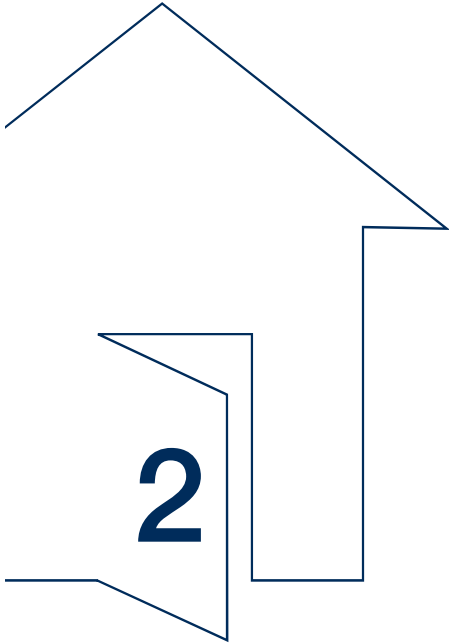
Additional Relevant Information	Date	Status	Further Information
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None

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



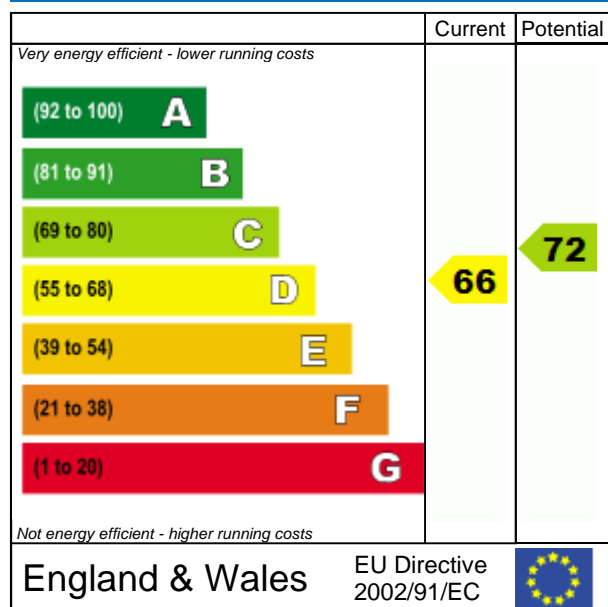
Energy Performance Certificate/Home Condition Report

Staining Wood Farm
 Preston New Road
 Westby
 PRESTON
 PR4 3PH

Dwelling type: Detached house
 Date of assessment: 7 July 2008
 Date of certificate: 7 July 2008
 Reference number: 0444-2883-6937-0908-8971
 Total floor area: 592 m²

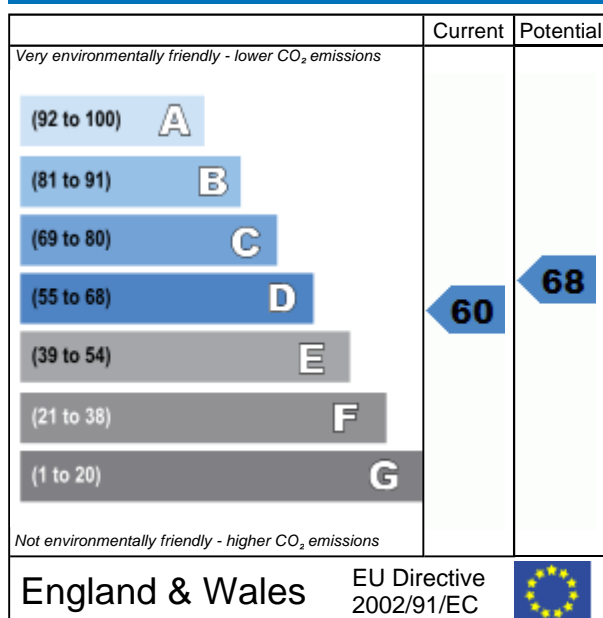
This home's performance is rated in terms of the energy use per square metre of floor area, energy efficiency based on fuel costs and environmental impact based on carbon dioxide (CO₂) emissions.

Energy Efficiency Rating



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.

Environmental Impact (CO₂) Rating




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

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

	Current	Potential
Energy use	190 kWh/m ² per year	156 kWh/m ² per year
Carbon dioxide emissions	19 tonnes per year	15 tonnes per year
Lighting	£311 per year	£311 per year
Heating	£2179 per year	£1740 per year
Hot water	£207 per year	£207 per year

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

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



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

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

About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by the NHER Accreditation Scheme, 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: NHER001544
Assessor's name: Mr Nicholas Phillips
Company name/trading name: Estate Graphics
Address: Unit, 4 Willow Mill, Fell View, Caton, Lancaster, LA2 9RA
Phone number: 01524 772033
Fax number:
E-mail address: enquiries@estategraphics.co.uk

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

About the building's performance ratings

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

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

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

About the impact of buildings on the environment

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

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

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

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

- Find out 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

Staining Wood Farm
 Preston New Road
 Westby
 PRESTON
 PR4 3PH

Date of certificate: 7 July 2008
 Reference number: 0444-2883-6937-0908-8971

Summary of this home's energy performance related features

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

Element	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Cavity wall, as built, insulated (assumed)	Good	Good
	Cavity wall, as built, no insulation (assumed)	Poor	Poor
Roofs	Pitched, 300+mm loft insulation	Very good	Very good
	Pitched, 100mm loft insulation	Average	Average
Floor	Suspended, no insulation (assumed)	-	-
Windows	Fully double glazed	Good	Good
Main heating	Boiler and radiators, mains gas	Very good	Very good
Main heating controls	Programmer, TRVs and bypass	Poor	Poor
Secondary heating	None	-	-
Hot water	From main system, no cylinderstat	Good	Good
Lighting	Low energy lighting in all fixed outlets	Very good	Very good
Current energy efficiency rating		D 66	
Current environmental impact (CO₂) rating		D 60	

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 improvements	
		Energy efficiency	Environmental impact
1 Cavity wall insulation	£440	C 72	D 68
Sub-total	£440		
Higher cost measures			
None			
Total	£440		
Potential energy efficiency rating		C 72	
Potential environmental impact (CO₂) rating			D 68

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.

Higher cost measures			
2 Solar photovoltaics panels, 25% of roof area	£332	C 75	C 72
Enhanced energy efficiency rating		C 75	
Enhanced environmental impact (CO₂) rating			C 72

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

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

Lower cost measures (typically up to £500 each)

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

1 Cavity wall insulation

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

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 scheme¹, and can therefore self-certify the work for Building Regulation compliance. Ask a suitably qualified electrician to explain the options.

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

home information pack



Sale Statement



Sale Statement

STAINING WOOD FARM
PRESTON NEW ROAD
WESTBY
LANCASHIRE
PR4 3PH

1. Is the property a flat or a house?
- Flat (incl. maisonette)
- House (incl. bungalow)
2. If it is a flat, what type of building is it in?
- Purpose built block
- Converted house
- Conversion of commercial premises
3. The property is (or will be):
- Freehold
- Commonhold
- Leasehold starting (or likely to start) from _____ and with _____ years left on the lease
- 4a. The title to the interest in the property being sold is:
- Registered
- Unregistered
- 4b. Is this a part sale of the estate?
- Yes
- No
- 5a. Who is selling the property?
- Name of seller(s):
MR DARREN YATES
ANNALEY YATES
- 5b. Capacity in which they are selling:
- The owner or owners
- A representative with the necessary authority to sell the property for an owner who has died
- A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney)
- Other (please give details):
6. The property is being sold:
- With vacant possession
- Subject to occupation where one or more properties in a sub-divided building are marketed for sale as a single property, but at least one is with vacant possession (for example, a house which is vacant but sold with an occupied annexe)



Title Information including Leasehold/ Commonhold (as applicable)



PSG is registered with the Property Codes
Compliance Board as a subscriber to the
Search and HIP Codes.

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 LA510050

Edition date 15.04.2008

- This official copy shows the entries on the register of title on 02 Jul 2008 at 14:42:22.
- 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 02 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 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 Lancashire Office.

A: Property Register

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

LANCASHIRE : FYLDE

- 1 (21.03.1985) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Staining Wood Farm, Preston New Road, Westby (PR4 3PH).
- 2 The land has the benefit of the following rights granted by a Transfer dated 5 June 1991 made between (1) Richard Leonard Hubbard and Anne Close Hubbard (2) Richard Leonard Hubbard and (3) Yorkshire Bank PLC:-

"THE said Richard Leonard Hubbard grants to the said Richard Leonard Hubbard and Anne Close Hubbard and their successors in title the following rights:-

(i) a right of way at all times and with or without vehicles over the access road edged green on the accompanying plan for the purpose of gaining access to Staining Wood House but without being liable for any costs or expense in maintaining or repairing the said access way

(ii) the right of foul and surface water drainage from the land comprised in Title Number LA510050 through the drain at point A to the septic tank at point B marked on the accompanying plan and through the soakaway

(iii) the right to use all existing pipes wires cables in on or under the land comprised in Title Number LA510048 for the provision of water electricity and other essential services and the right to enter onto the land for the purpose of repairing and maintaining the same but making good any damage occasioned thereby"

NOTE: Copy plan filed under LA510048.
- 3 (02.04.2003) The land has the benefit of the following rights reserved by a Transfer of land on the South side of Preston New Road, Westby (title number LA724223) dated 30 September 1993 made between (1) Richard Leonard Hubbard (2) Michael David Shaw and (3) David Hargreaves:-

Rights Reserved

A: Property Register continued

.....
2. A right of drainage through the Property and a right to connect into existing and future drains and sewers with ancillary rights to enter onto the property for the purpose of making such connections provided that the Vendor makes good to the satisfaction of the Purchaser and his successors in title to the Property any damage caused thereby

3. The right to maintain on the Property the existing septic tank to the south of the Retained Land for the benefit of the Retained Land being Staining Wood House, the courtyard buildings and cottages and any future development on the Retained Land, the right to drain to the said septic tank over or through the Property and the right to enter upon the property for the purposes of cleansing, emptying, repairing, maintaining, reconstructing or enlarging the septic tank and outfall drains

4. The right at all times on prior notice in writing to enter on the Property with or without workmen vehicles and materials for any purpose ancillary to this Agreement".

NOTE: Original filed under LA724223.

- 4 (02.10.2003) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land adjoining the eastern boundary of the land in this title dated 12 May 2003 made between (1) Richard Leonard Hubbard and (2) Newfield Construction Limited.

NOTE: Original filed under LA938784

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 (30.04.2004) PROPRIETOR: DARREN YATES and ANNALEY VICTORIA YATES of Staining Wood Farm, Preston New Road, Westby, Lancashire PR4 3PH.
- 2 (30.04.2004) The price stated to have been paid on 14 April 2004 for the land in this title and in title LA892715 was £600,000.
- 3 (16.08.2006) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any future registered charge, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 4 August 2006 in favour of National Westminster Bank Plc referred to in the Charges Register.
- 4 (15.04.2008) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 8 April 2008 in favour of National Westminster Home Loans Limited referred to in the Charges Register.

C: Charges Register

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

- 1 The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 21 February 1951 made between (1) William Latham and James Bernard Macagarry (2) Royal Insurance Company Limited and (3) Robert Whalley Blackhurst:-

"SUBJECT to all privileges in the nature of light and water drainage way and passage and other easements or quasi easements and restrictions and liability to maintain fences (if any) affecting the same."

C: Charges Register continued

- 2 The land tinted pink on the filed plan is subject to the following rights reserved by a Transfer of the land in this title and other land dated 1 May 1984 made between (1) David Blackhurst and Robert Ward Blackhurst (Transferors) and (2) Richard Leonard Hubbard and Anne Close Hubbard (Transferees):-

"EXCEPT AND RESERVING unto the Transferors and all persons deriving title under them and all others to whom the Transferors may grant like rights for the benefit of the Transferors adjoining or neighbouring land

(a) A right of drainage of water and soil and to the supply of gas water electricity and other essential services in or through the property from or to the property transferred from or the Transferors adjoining or neighbouring land through any sewers drains watercourses pipes wires cables or other conducting media which are now or may within 80 years from the date of this transfer be laid thereunder the Transferors or their successors in title (as the case may be) paying a fair proportion of the cost of keeping such sewers drains watercourses pipes wires cables and other conducting media in good repair

(b) The right to enter onto the property hereby transferred and to lay and maintain such sewers drains watercourses pipes wires cables or other necessary conducting media for the drainage of the Transferors said adjoining or neighbouring land and the provision of gas water electricity and other essential services thereto the Transferors making good any damage caused by exercise of this right and

(c) The right to enter on the property transferred to divert or alter the course of any such sewers drains watercourses pipes wires cables or other conducting media as aforesaid (whether connected to the property or not) and the right to modify extend enlarge or otherwise alter the same and to join into and make connections therewith without making any payment or compensation therefor but making good any damage which may be occasioned thereby to the property transferred."

- 3 The land tinted blue on the filed plan is subject to the following rights reserved by a Transfer dated 5 September 1984 made between (1) David Blackhurst and Robert Ward Blackhurst (Transferors) and (2) Richard Leonard Hubbard (Transferee):-

"EXCEPTING AND RESERVING to the Vendors and their successors in title the right of drainage from the septic tank on the Vendor's adjoining land at Staining Wood Cottages aforesaid through any drains or soakway situated on or through the land hereby agreed to be sold

EXCEPT AND RESERVED unto the Vendors and all persons deriving title under them and all others to whom the Vendors may grant like rights the benefit of the Vendor's adjoining or neighbouring land

(a) A right of drainage of water and soil in or through the property from the Vendor's adjoining or neighbouring land through any sewers drains watercourses and pipes which are now or may within Eighty years from the date hereof be laid thereunder the Vendors or their successors in title (as the case may be) paying a fair proportion of the cost of keeping the said sewers drains watercourses and pipes in good repair

(b) The right to enter onto the property and to lay and maintain sewers drains watercourses pipes wires cables or other necessary conducting media for the drainage of the Vendors said adjoining or neighbouring land and the provision of gas water electricity and other essential services thereto the Vendors making good any damage caused by the exercise of this right

(c) The right to enter on the property and to divert or alter the course of any such sewers drains watercourses pipes wires cables or other conducting media as aforesaid (whether connected to the property or not) and the right to modify extend enlarge or otherwise alter the same and to join into and make connections therewith without making any payment or compensation therefor but making good any damage which may be occasioned thereby to the property"

- 4 (16.08.2006) REGISTERED CHARGE dated 4 August 2006 affecting also title LA892715.

Title number LA510050

C: Charges Register continued

NOTE: See the entry below altering the priority of this charge.

- 5 (16.08.2006) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of PO Box 35 2nd Floor, 35 Fishergate, Preston PR1 2GU.
- 6 (15.04.2008) REGISTERED CHARGE dated 8 April 2008 affecting also title LA892715.
- 7 (15.04.2008) Proprietor: NATIONAL WESTMINSTER HOME LOANS LIMITED (Co. Regn. No. 1449354) of Mortgage Centre, P.O. Box 12201, Brindley Place, Birmingham B2 2AG.
- 8 (15.04.2008) The Charge dated 8 April 2008 referred to above has priority to that dated 4 August 2006 referred to above.

End of register

These are the notes referred to on the following official copy

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

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


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

This official copy is issued on 02 July 2008 shows the state of this title plan on 02 July 2008 at 14:42:22. 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, Lancashire Office .

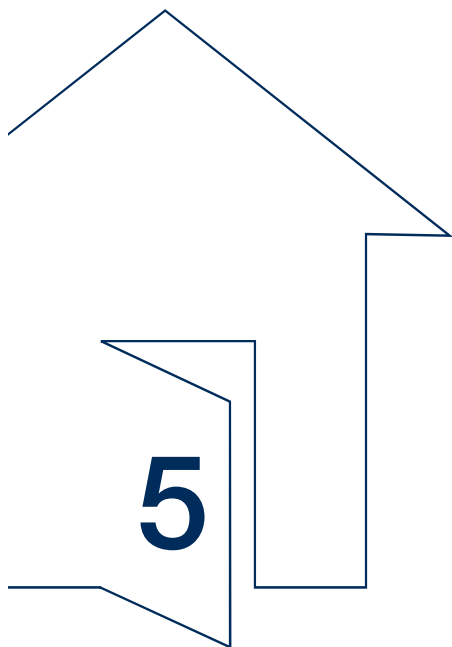
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H.M. LAND REGISTRY		TITLE NUMBER	
		LA510050	
ORDNANCE SURVEY PLAN REFERENCE	SD3732	Scale 1/2500	
COUNTY	LANCASHIRE	FYLDE DISTRICT	© Crown Copyright

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





Local Authority and Water and Drainage Enquiries



Search prepared for:
.HIP Customer
Unit 4, Willow Mill
Caton
Fell View
LA2 9RA

Tel: Fax:

Search Number: 2544259
Your Reference: SWF

Property:
STAINING WOOD FARM
PRESTON NEW ROAD
WESTBY
PRESTON
PR4 3PH

UPRN: NOT AVAILABLE

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)

Name of vendor: SEE SALES STATEMENT

Name of estate agent: LYTHAM ESTATE AGENT

Name of HIP Provider: PSG

Name of solicitor/conveyancer: TBA


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.

Other roadways, footpaths and footways:

TRACKS TO PROPERTY

Search prepared by and any enquiries to:
The Property Search Group
4 WILLOW MILL FELL VIEW
CATON
LA2 9RA

Tel: 01524 771600 Fax: 01524 771604

On behalf of The Property Search Group
Signed:

Date: 07/07/2008

Information obtained at FYLDE BOROUGH COUNCIL .
For further information contact The Property Search Group.

ENTRIES RELATING TO LAND AND PREMISES KNOWN AS:

STAINING WOOD FARM
PRESTON NEW ROAD
WESTBY
PRESTON
PR4 3PH

LOCAL LAND CHARGE REGISTER ENTRIES:

1. TOWN & COUNTRY PLANNING (CONTROL OF ADVERTISEMENTS) REGULATIONS, 1948, AS AMENDED BY THE TOWN & COUNTRY PLANNING (CONTROL OF ADVERTISEMENTS) REGULATIONS 1949, 1951, 1960 AND 1969.
LANCASHIRE COUNTY COUNCIL (ADVERTISEMENTS, AREA OF SPECIAL CONTROL) ORDER No. 1 1952, MADE BY THE LANCASHIRE COUNTY COUNCIL ON 02/01/1952, AND APPROVED BY THE MINISTER OF HOUSING AND LOCAL GOVERNMENT DEFINING AN AREA OF SPECIAL CONTROL REGISTERED 10/08/1954
2. TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER 1963 - ARTICLE 4
THE LANCASHIRE COUNTY COUNCIL MADE A DIRECTION (ENTITLED LANCASHIRE COUNTY COUNCIL PLANNING DIRECTION (No.2), 1965) ON 24/8/65 WHICH WAS CONFIRMED BY THE MINISTER OF HOUSING AND LOCAL GOVERNMENT ON 17/2/66 DIRECTING THAT THE DEVELOPMENT OF THE CLASS REFERRED TO HEREINUNDER, BEING DEVELOPMENT WITHIN CLASS IV (2) OF THE TOWN & COUNTRY PLANNING GENERAL DEVELOPMENT ORDER, 1963 SHALL NOT BE CARRIED OUT WITHIN THE AREA SHOWN EDGED RED ON THE MAP ANNEXED TO THE SAID DIRECTION, BEING LAND ON EITHER SIDE OF AND WITHIN APPROXIMATELY 1/2 MILE OF THE BLACKPOOL/PRESTON TRUNK ROAD (A583) BETWEEN THE BLACKPOOL BOUNDARY AND LITTLE PLUMPTON.

" THE USE OF THE LAND (OTHER THAN A BUILDING OR THE CURTILAGE OF A BUILDING OR THE SITE OR CURTILAGE OF A BUILDING WHICH HAS BEEN DEMOLISHED IN CONSEQUENCE OF WAR DAMAGE) FOR ANY PURPOSE EXCEPT AS A CARAVAN SITE ON NOT MORE THAN 28 DAYS IN TOTAL IN ANY CALENDAR YEAR, AND THE ERECTION OR PLACING OF MOVEABLE STRUCTURES ON THE LAND FOR THE PURPOSE OF THAT USE".
DATE OF REGISTRATION 18/02/1966
3. TOWN AND COUNTRY PLANNING ACT 1990 - SECTION 106
AGREEMENT DATED 25/02/1992 BETWEEN :
THE FYLDE BOROUGH COUNCIL
RICHARD LEONARD HUBBARD
PLANNING APPLICATION 5/91/410 REFERS
REGULATION AND RESTRICTION OF THE USE OF THE LAND.
DATE OF REGISTRATION 02/03/1992
4. HIGHWAYS ACT 1980 - SECTION 278
LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1982
AGREEMENT DATED 08/03/2004 BETWEEN NEWFIELD CONSTRUCTION LTD. AND THE LANCASHIRE COUNTY COUNCIL RELATING TO HIGHWAY WORKS AT A583 PRESTON NEW ROAD, WESTBY.
DATE OF REGISTRATION 22/03/2004

PLANNING REGISTER ENTRIES SINCE: 01/04/1974

1. 5/75/0237 APPROVAL OF RESERVED MATTERS FOR ONE DETACHED DWELLING.
APPROVED WITH CONDITIONS 20/08/1975
2. 5/76/0188 CHANGE OF USE TO TOURING AND STATIC HOLIDAY CARAVANS.
REFUSED 02/06/1976
3. 5/78/0269 PROPOSED TOURING AND STATIC HOLIDAY CARAVAN PARK.
REFUSED 14/06/1978
4. 5/82/0175 CHANGE OF USE TO TOURING CARAVAN SITE.
REFUSED 21/07/1982
APPEAL DISMISSED 01/07/1983
5. 5/82/0582 CHANGE OF USE AND CONVERSION OF FARM BUILDING TO AGRICULTURAL.
APPROVED WITH CONDITIONS 03/11/1982
6. 5/84/0221 NEW VEHICULAR ACCESS.
APPROVED WITH CONDITIONS 25/04/1984
7. 5/86/0582 PROPOSED IMPROVEMENTS TO EXISTING ACCESS AND CLOSE UP 1 No. EXISTING CROSSING.
APPROVED WITH CONDITIONS 28/01/1987

8. 5/87/0607 CHANGE OF USE DISUSED FARM BUILDINGS TO COTTAGE TYPE NURSING HOME.
WITHDRAWN 25/07/1988
9. 5/87/0606 CHANGE OF USE DISUSED FARM BUILDING TO 3 DWELLING HOUSES, 4 BUNGALOWS AND
RELOCATION OF A BATH.
WITHDRAWN 30/11/1988
10. 5/91/0197 CONVERSION OF FARM BUILDINGS TO FORM 7 DWELLINGS PLUS 5 NEW DWELLINGS. ALSO TO
INCLUDE NEW VEHICULAR ACCESS AND RE-ALIGNED ROAD.
REFUSED 27/05/1991
11. 5/91/0410 CONVERSION OF AGRICULTURAL BUILDING TO FORM 7 DWELLINGS, 7 GARAGES, FORMATION
OF NEW VEHICULAR ACCESS AND HIGHWAY RE-ALIGNMENT.
APPROVED WITH CONDITIONS 25/02/1992
12. 5/92/0283 RE-SITING AND MODERNISING EXISTING FARM BUILDING.
APPROVED WITH CONDITIONS 17/06/1992
13. 5/03/0620 ERECTION OF 7 No. DOUBLE GARAGES (MODIFICATION OF 91/410 FOR 7 No. SINGLE GARAGES).
APPROVED WITH CONDITIONS 18/08/2003
14. 5/04/0346 PROPOSED SIDE EXTENSION.
APPROVED WITH CONDITIONS 25/06/2004

BUILDING REGULATION APPLICATIONS:

1. PLEASE REFER TO SEARCH REPORT INSURANCE POLICY

OTHER DETAILS:

PLEASE NOTE THE FOLLOWING INFORMATION:

PLANNING APPLICATIONS RELATING TO LAND ADJOINING THE CURTILAGE OF THE
ADDRESS SEARCHED DO NOT FALL WITHIN THE SCOPE OF THIS REPORT.

**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 PAGES 2 & 3

NONE SINCE 01/04/1974

NONE SINCE 01/04/1974

NONE SINCE 01/04/1974

NONE SINCE 01/04/1974

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.

- COUNTRYSIDE AREA

PRESTON NEW ROAD - YES
TRACKS TO PROPERTY - 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?

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

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.

3.7 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; | NONE REGISTERED |
| (g) a listed building repairs notice; | NOT APPLICABLE |
| (h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation; | NOT APPLICABLE |
| (i) a building preservation notice; | NONE REGISTERED |
| (j) a direction restricting permitted development; | SEE PAGE 2 |
| (k) an order revoking or modifying a planning permission; | NONE REGISTERED |
| (l) an order requiring discontinuance of use or alteration or removal of buildings or works; | NONE REGISTERED |
| (m) a tree preservation order; or | NONE REGISTERED |
| (n) proceedings to enforce a planning agreement or planning contribution? | NONE REGISTERED |

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 | NO |
| (b) an unimplemented resolution to designate the area a conservation area? | NO |

3.11 Compulsory Purchase

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

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; | NONE REGISTERED |
| (b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990: | |
| (i) a decision to make an entry; | NONE REGISTERED |
| (ii) or an entry; or | NONE REGISTERED |
| (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 |

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). 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
Vendor - SEE SALES STATEMENT
Estate Agent - LYTHAM ESTATE AGENT
HIP Provider - PSG
Other - ESTATE GRAPHICS

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.
- 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.
- 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.

Alternatively for further details and information regarding the Property Codes Compliance Board visit their website at: www.propertycodes.org.uk or telephone: 020 7917 1817 or Email: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.

Drainage and Water Enquiry

Responses as required by the Home Information Pack Regulations (No. 2) 2007

The information in this document refers to: -

**Property: STAINING WOOD FARM PRESTON NEW ROAD WESTBY PRESTON
PR4 3PH**

This document was produced by: -

**United Utilities
Property Searches
Stephens Way
Goose Green
Wigan
WN3 6PJ**

Telephone 0870 7510101

Facsimile 0870 7510102

e-mail - property.searches@uuplc.co.uk

DX 719690 Wigan 8

For any queries relating to this report please e-mail or write to our Customer Liaison Team at the above address quoting United Utilities' Reference Number: 514179

This document was ordered by: -

Client PSG Lancaster/Cumbria

Address Unit 4 Willow Mill

Fell View

Caton

Lancaster

LA2 9RA

Client Ref: ~2544259~3~

FAO:

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 United Utilities.

United Utilities Property Searches Manager, Mark Jarratt, 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; and
- (iii) any negligent or incorrect recording of that interpretation in the search report
- (iv) compensation payments

United Utilities Water PLC
Registered In England & Wales No. 2366678
Registered Office Haweswater House, Lingley Mere
Business Park, Lingley Green Avenue, Great Sankey,
Warrington, WA5 3LP.

Received Date 10/07/2008 Response Date 11/07/2008

**Question
Number****Q 1 Interpretation of Drainage and Water Enquiry**

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.**

Informative Not Applicable

Q 2 Enquiries and Responses

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

The records were searched by Stephanie Roche of United Utilities who has no, nor not likely to have, any personal or business relationship with any person involved in the sale of the property.

This search report was prepared by Kath Hongkins of United Utilities who has no, nor not likely to have, any personal or business relationship with any person involved in the sale of the property.

Informative The Terms and Conditions under which this response to enquiries is provided are laid out in Appendix 2.

Residential Drainage and Water Search Complaint Procedure

United Utilities PLC offers a staged, robust and uniformly efficient complaints process. Formal complaints can be made by telephone, in writing or by e-mail using the contact details for United Utilities Property Searches on page 1 of this report.

As a minimum standard United Utilities will:-

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

Received Date 10/07/2008 Response Date 11/07/2008

**Question
Number**

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

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

Informative Public sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991. The Sewerage Undertaker is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only. Sewers 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. The presence of a public sewer running within the boundary of the property may restrict further development within it. The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Sewerage Undertaker or its contractors needing to enter the property to carry out work.

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

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

Informative Sewerage Undertakers are not responsible for any private drains or sewers that connect the property to the public sewerage system, and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility, with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. If foul water does not drain to the public sewerage system the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant. 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
Number****Q 5** Does surface water from the property drain to a public sewer?**Answer** **Records indicate that surface water from the property does not drain to a public sewer.****Informative** Sewerage Undertakers are not responsible for any private drains or sewers that connect the property to the public sewerage system and do not hold details of these.

The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

In some cases, Sewerage Undertakers' records do not distinguish between foul and surface water connections to the public sewerage system. If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the Sewerage Undertaker.

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

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.

Q 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?**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 private drains and sewers for which they will hold maintenance and renewal liabilities.

Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991.

**Question
Number**

Q 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.
The presence of a public sewer running within the boundary of the property may restrict further development. The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Sewerage Undertaker or its contractors needing to enter the property to carry out work.
Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details be checked with the developer, if any.
Assets other than public sewers may be shown on the copy extract, for information only.

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

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

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

**Question
Number**

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

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

Informative Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.
Prior to 2003 United Utilities had sewerage agency agreements with the local authorities therefore details of any agreements/consents or rejections may not have been forwarded on to our offices before this date.

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

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

Informative The "water mains" in this context are those which are vested in and maintainable by the Water Undertaker under statute.
Assets other than public water mains may be shown on the plan, for information only.
Water Undertakers are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
If an extract of the public water main record is enclosed it 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.
The presence of a public water main running within the boundary of the property may restrict further development within it. Water Undertakers have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Water Undertaker or its contractors needing to enter the property to carry out work.

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

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 the mains water supply.

**Question
Number**

Q 12 Who are the Sewerage and Water Undertakers for the area?

Answer **United Utilities plc, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP, Tel; 01925 237000, Internet; www.unitedutilities.com, is the sewerage undertaker for the area.**

United Utilities plc, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP, Tel; 01925 237000, Internet; www.unitedutilities.com, is the water undertaker for the area.

Informative Not Applicable

Q 13 Is the property connected to mains water supply?

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

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

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

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 of the property may restrict further development within it. Water Undertakers have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Water Undertaker or its contractors needing to enter the property to carry out work.

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

Answer **The charges are made on a basis other than rateable value or metered supply. They are based on assessed consumption, the charge for the current financial year is £0.00.**

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

The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a Water or Sewerage Undertaker. Details are available from the Office of Water Services (OFWAT) Web Site: www.ofwat.gov.uk.

**Question
Number**

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

Answer **The basis for the charges will change and will be re-assessed on change of occupation.**

Informative Water and Sewerage Undertakers' full charges are set out in their charges schemes which are available from the relevant Undertaker free of charge upon request.
It is policy to meter all new water connections. This would result in charges being levied according to the measured tariff.
The Water Undertaker may install a meter at the premises where a buyer makes a change of use of the property 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.
* In a bath with a capacity in excess of 230 litres (measured to the centre line of the overflow).
* In a shower unit of a type specified in paragraph 4c of the table in Regulation 5 of the Water Fitting Regulations.
* A reverse osmosis unit.

Q 17 Is a surface water drainage charge payable?

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

Informative Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.
Where surface water charges are payable but if on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the Sewerage Undertaker.
Drainage charges are subject annual review and amounts may change.

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

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

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

United Utilities, PO Box 246, Warrington, WA55 1EA, Tel: 0845 3037744, Internet;
www.unitedutilities.com

**Question
Number**

Q 19 Who bills the property for sewerage services?

Answer **The property is not billed for sewerage services.**

Informative Not applicable

Q 20 Who bills the property for water services?

Answer **The property is billed for water services by United Utilities plc, P.O. Box 453, Warrington, WA55 1SE, Tel: 0845 746 2200, Internet: www.UnitedUtilities.com**

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

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

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 (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.

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

"At Risk" properties are those that the Sewerage Undertaker is required to include in the Regulatory Register that is reported annually to the 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 Sewerage Undertaker's reporting procedure.

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

Properties may be at risk of flooding but not included in the Register where flooding incidents have not been reported to the Sewerage Undertaker.

Public sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991.

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

**Question
Number****Q 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 water pressure or flow.**

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

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

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

The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap. The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the 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 main stop tap is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing Handbook.

Allowable exclusions:

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

Abnormal demand:

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

Planned maintenance:

Water Undertakers should not report under DG2 - (Low Pressure Register) 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 - (Low Pressure Register) 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 pressure reducing valves or booster pumps); fire fighting and action by a third party.

However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

Low pressure incidents of short duration:

Properties affected by low pressures that 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 - (Low Pressure Register) figures.

**Question
Number**

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

Answer **The analysis records confirmed that tests failed to meet the standards of the 2000 Regulations or the 2001 Regulations in relation to another substance or substances and a report is attached.**

Informative Water Undertakers have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000. However, the householder is responsible for any deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met. In England and Wales these Regulations implement the requirements of the European Drinking Directive 98/83/EC. The 2000 Regulations impose standards for a range of parameters, which are either health based to ensure the water is safe to drink or to ensure the water is aesthetically acceptable. They also require that drinking water should not contain any element, organism or substance (whether or not a parameter) at a concentration or value which would be detrimental to public health. Water quality is normally tested at the tap used for domestic consumption normally in the kitchen. However, the householder is responsible for any deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met. If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your Water Undertaker. For contact details please see Question 12. The Water Undertaker carries out 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 Water Undertaker 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 Water Undertaker's operation can be examined. Further information may be found at www.dwi.gov.uk. If you require further advice regarding these failures please see Question 12 for contact details.

**Question
Number**

Q 24 Please include details of any departures authorised by the Secretary of State under Part 6 of the 2000 Regulations from the provisions of Part 3 of those Regulations.

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

Informative Authorised departures are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health.
For contact details please see Question 12.

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

Answer **The nearest Sewage Treatment Works is 1.61 miles (2.59km), North North East of the property. The name of the Sewage Treatment Works is WEETON WWTW, and the owner is United Utilities.**

Informative The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated i.e. the property may not necessarily drain to this works.
The Sewerage Undertaker's records were inspected to determine the nearest sewage treatment works.
It should be noted therefore that there may be a private sewage treatment works closer than the one detailed above that has not been identified. As a responsible utility operator, United Utilities seeks to manage the impact of odour from operational sewage works on the surrounding area. This is done in accordance with the "Code of Practice on Odour Nuisance from Sewage Treatment Works" issued via the Department of Environment, Food and Rural Affairs (DEFRA). This Code recognises that odour from sewage treatment works can have a detrimental impact on the quality of the local environment for those living close to works. However DEFRA also recognises that sewage treatment works provide important services to communities and are essential for maintaining standards in water quality and protecting aquatic based environments. For more information visit www.unitedutilities.com

Appendix 1 - General Interpretation

1. (1) In this Schedule-

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

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

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

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

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

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

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

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

"disposal main" means (subject to Section 219(2) of the 1991 Act) any outfall pipe or other pipe which-
(a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a sewerage undertaker or of any other person; and
(b) is not a public sewer;

"drain" means (subject to Section 219(2) of the 1991 Act) a drain used for the drainage of one building or 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.

Appendix 2

DRAINAGE AND WATER ENQUIRY (DOMESTIC)

TERMS AND CONDITIONS

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

Definitions

'The Company' means the water service company or their data service provider producing the Report.

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

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

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

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

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

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

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

Agreement

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

1.2 The Customer, the Client and the Purchaser agree that the placing of an Order for a Report and the subsequent provision of a copy of the Report to the Purchaser indicates their acceptance of these terms.

The Report

2. Whilst The Company will use reasonable care and skill in producing the Report, it is provided to the Customer the Client and the Purchaser on the basis that they acknowledge and agree to the following:-

2.1 The information contained in the Report can change on a regular basis so The Company cannot be responsible to the Customer the Client and the Purchaser for any change in the information contained in the Report after the date on which the Report was first produced and sent to the Customer.

2.2 The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.

2.3 The information contained in the Report is based upon the accuracy of the address supplied to The Company.

2.4 The Report provides information as to the location & connection of existing services and other information required to comply with the provisions of the Home Information Pack Regulations in relation to drainage and water enquiries and should not be relied on for any other purpose. The Report may contain opinions or general advice to the Customer, the Client and the Purchaser which The Company cannot ensure is accurate, complete or valid and for which it accepts no liability.

2.5 The position and depth of apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only, and no warranty as to their correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of The Company's apparatus.

Liability

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

3.2 Where a report is requested for an address falling within a geographical area where two different companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by either company will

remain with that company in respect of the accuracy of the information supplied. A company that supplies information which has been provided to it by another company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the company from which the information was obtained.

3.3 The Report is produced only for use in relation to individual domestic property transactions which require the provision of drainage and water information pursuant to the provisions of the Regulations and cannot be used for commercial development of domestic properties or commercial properties for intended occupation by third parties..

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

Copyright and Confidentiality

4.1 The Customer the Client and the Purchaser acknowledge that the Report is confidential and is intended for the personal use of the Client and the Purchaser. The copyright and any other intellectual property rights in the Report shall remain the property of The Company. No intellectual or other property rights are transferred or licensed to the Customer the Client or the Purchaser except 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 on a joint and several basis to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by any of them of the terms of paragraphs 4.1 to 4.4 inclusive.

Payment

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

General

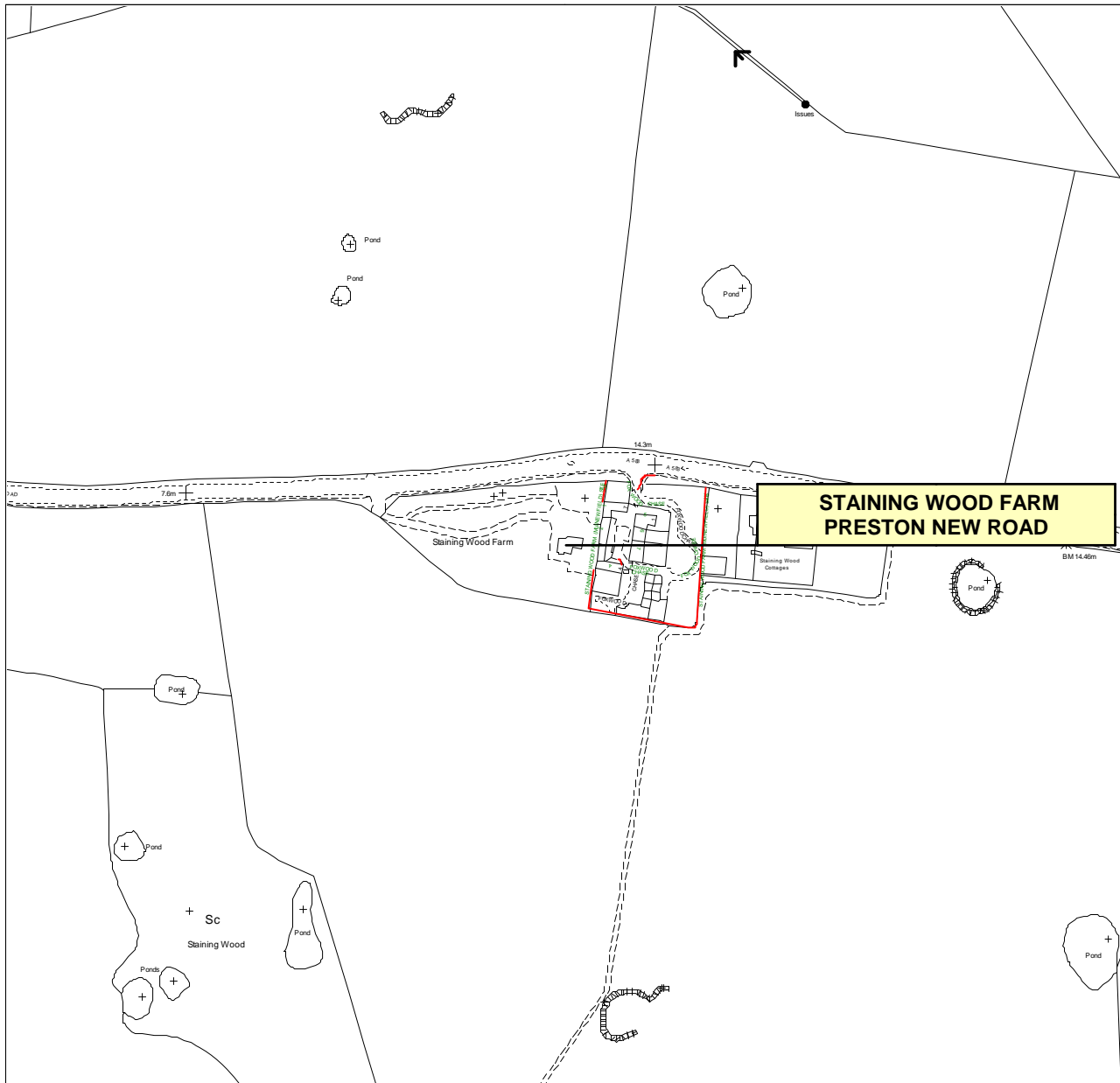
6.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.

6.2 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.

6.3 Nothing in these terms and conditions shall in any way restrict the Customer's, the Clients or the Purchasers statutory or any other rights of access to the information contained in the Report.

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

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



STAINING WOOD FARM PRESTON NEW ROAD WESTBY PRESTON PR4 3PH

Extract from the Map of Public Sewers



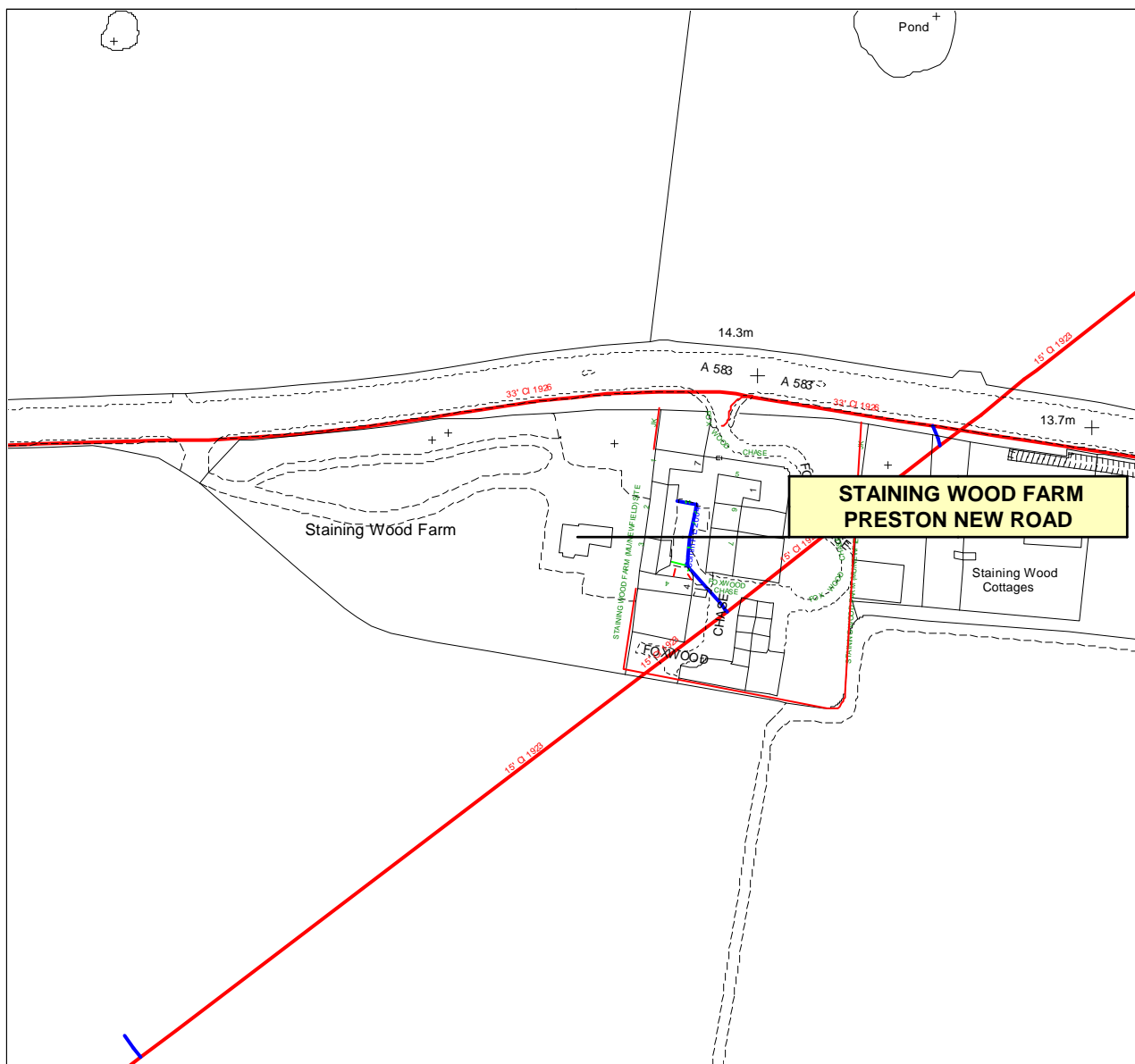
Legend
 Red or Brown - Foul Sewers
 Blue - Surface Water Sewers

	Abandoned Sewer
	Public Sewers
	Mersey Valley Sludge main
	Highway Drain
	Private Sewers
	Pumping Main
	Section 104 Sewers
	District or Parish Boundary
	Development Outline

Mapping By Kath Hongkins

The position of underground apparatus shown on this plan is approximate only and is given in accordance with the best information currently available. The actual positions may be different from those shown on the plan and private pipes sewers or drains may not be recorded. United Utilities will not accept any liability for any damage caused by the actual positions being different from those shown.

© United Utilities 2006. The plan is based upon the Ordnance Survey Map with the sanction of the Controller of H.M. Stationery Office. Crown and United Utilities Water copyrights are reserved. Unauthorised reproduction will infringe these copyrights.









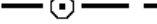
STAINING WOOD FARM PRESTON NEW ROAD WESTBY PRESTON PR4 3PH

Extract From the Map of Water Mains



WATER MAINS RECORDS

Legend

-  Distribution Mains
-  Trunk Mains
-  Non Potable Mains
-  Proposed Mains
-  Disused Mains (these may still be live)
-  District or Parish Boundary
-  Development Outline

Mapping By Kath Hongkins

The position of underground apparatus shown on this plan is approximate only and is given in accordance with the best information currently available. The actual positions may be different from those shown on the plan and private service pipes may be shown by a broken blue line. United Utilities will not accept any liability for any damage caused by the actual positions being different from those shown.

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Water Quality failure report for United Utilities water quality supply zone Z071.

The following samples failed during the calendar year ending 31/12/2007: -

Parameter Tested	No. of Samples Taken	No. of Samples Failed
Iron	36	1

United Utilities investigate all infringements of water quality standards thoroughly and take 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 and advise them not to drink the water until the risk had been removed.

Water samples are taken from customers' taps, at addresses selected at random within a zone (zones can contain approximately 50,000 properties). The results of analysis given in the report relate to samples taken from a small selection of addresses in the water supply zone in which the property is located, and not necessarily the property itself. There is only a small possibility that the results of samples reported were taken from the property in question.

The sampling requirements and water quality standards are specified in Government legislation.

Key facts on water quality

Here are some key facts on substances many customers are particularly concerned about. For more detailed information visit www.unitedutilities.com or telephone **0845 746 1324**, minicom 0808 143 0295.

Lead

There is virtually no lead in water as it leaves treatment works. Lead in drinking water originates from lead service pipes and plumbing, mainly found in older houses. Occasionally a problem occurs due to the inappropriate use of lead based solders on modern fittings. The extent of lead pick-up depends on the nature and extent of plumbing materials and the water. Where United Utilities has identified a risk the water has been treated, as far as is practical, to minimise the pick-up of lead in water. However, the best way of reducing lead in water is to replace lead pipes.

Hardness

Water hardness depends on the amount of calcium and magnesium in the water. Underground waters are usually harder than river or lake sources. Hard water makes it more difficult to get a lather when using soap and it can cause deposits in kettles. These deposits are not harmful to health. Most of our supplies are 'soft'.

Aluminium

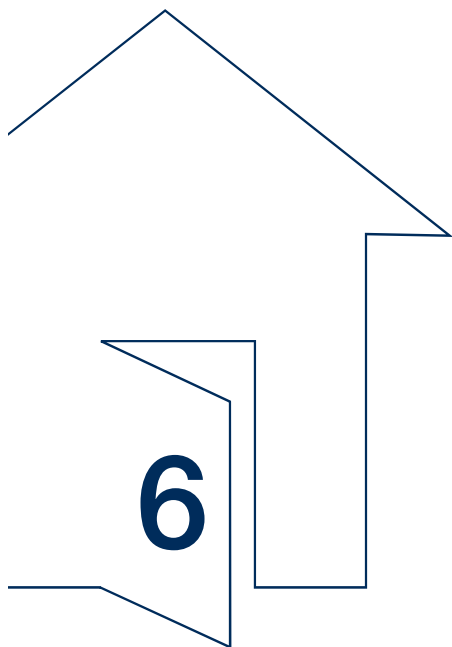
Aluminium is present widely in the environment and exists naturally in lakes, rivers and reservoirs. It is also used at some water treatment works to remove impurities and harmful micro organisms. Any aluminium is removed at a later stage of the treatment process. The 200 µg/l standard for aluminium is not a health standard, but is based on concentrations which affect the water's appearance. Drinking water contains less than 5% of the daily dietary intake of aluminium. For example, a cup of tea may contain 20 to 200 times more aluminium than the water it was made from.

Coliform bacteria

These bacteria are usually harmless in themselves, but if present show that if there is a possibility of contamination of drinking water, or disinfection is not working properly. Some of the bacteria we find are from dirty taps in houses, but in all cases where we find bacteria we respond urgently to make sure the water is safe.

Iron and Manganese

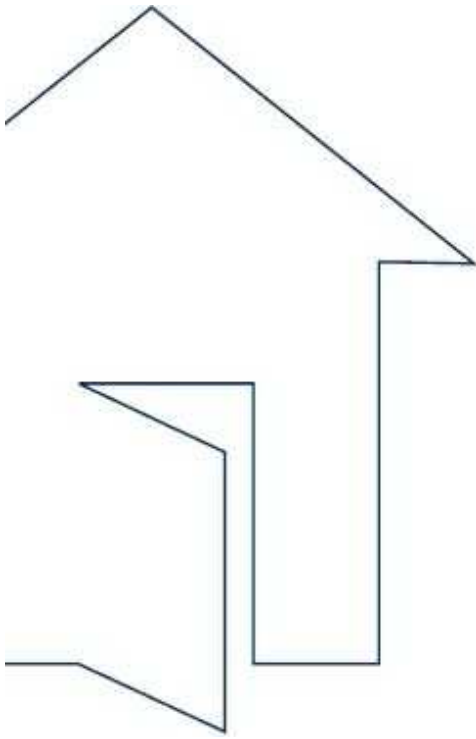
Naturally occurring iron and manganese from upland reservoirs can be a problem in some places. Some iron also comes from the poor condition of older mains. Very high concentrations of iron and manganese can cause discolouration of washing. The presence of iron and manganese has no health significance.



Additional Search Reports



Additional Relevant Information



Contact Details

Property Search Group
Unit 4, Willow Mill
Fell View
Caton
Lancaster, LA2 9RA

Telephone: 01524 771600
Fax: 01524 771604
Email: admin.lancaster@propertysearchgroup.co.uk

Important Information

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

By giving you this information, your 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 Providers 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 £5,000 to you if you suffer as a result of your HIP Provider failing to keep to the Code.

Contact Details

For further information on the Property Codes Compliance Board or to get a copy of the full HIP code contact:

Property Codes Compliance Board
212 Piccadilly
London
W1J 9HG

Tel: 020 7917 1817
Email: info@propertycodes.org.uk

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



HIPcode