



WILLIAM THOMAS
ESTATE AGENTS

Home Information Pack
for:

1 Wakefield Mews
Bolton
BL7 9DR



HIPcode



LEGAL
BROKERS
LIMITED

LEGAL BROKERS LIMITED

The Old Police Station
1 Turton Road
Tottington,
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BL8 4AW

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Your Home Information Pack has been prepared by Legal Brokers Ltd with the greatest of care and expertise.

The aim of the Home Information Pack ("HIP") is to expedite, as far as possible, the sale of the property to which it relates and to simplify the often stressful sale and purchase process. By combining together, in one pack, the relevant documents and searches we hope this HIP will speed up the conveyancing process.

If, however, you have any questions at all, please do not hesitate to contact us on 0845 603 0708.

Legal Brokers Ltd





Home Information Pack Index for:
1 Wakefield Mews
Bolton
BL7 9DR

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Legal Brokers Letter of Introduction	X	
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2. Property Information Questionnaire	X	
3a. Energy Performance Certificate and recommendation Report or:	X	
3b. Predicted Energy Assessment		
4. Sale Statement	X	
Title Information		
5. Official copy of the individual register (for registered properties only)	X	
6. Official copy of the title plan (for registered properties only)	X	
7. Certificate of official search of index map (for unregistered properties only)		
8. Documents provided by the seller to prove title (for unregistered properties only)		
9. Leases, tenancies or licences for dwellings in a sub-divided building that are marketed as a single property and where part of the property is being sold with vacant possession.		
Reports		
10. Local Land Charges.		
11. Local Enquiries.	X	
12. Drainage and Water Enquiries.	X	
Commonhold Properties		
Leasehold Properties The lease being either an official copy. The original lease or a true copy of it; or an edited information document		
Authorised Documents	X	Floor Plan Included



WILLIAM THOMAS
ESTATE AGENTS

Property Information Questionnaire



HIP*code*



Home Information Pack

Property Information Questionnaire

Property Information Questionnaire

Part 1

This form should be completed by the seller. The seller may be the owner or owners; a representative with the necessary authority to sell the property for an owner who has died; a representative with the necessary authority to sell the property for a living owner (e.g. a power of attorney) or be selling in some other capacity. The form should be completed and read as though the questions were being answered by the owner.

If you are the seller, you should be aware -

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

If you are an estate agent you should be aware -

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

If you are the buyer you should be aware -

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

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

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

ALL PROPERTIES

a. The Postal address of this property	1 Wakefield Mews, Eagley Brook, Bolton, Greater Manchester BL7 9DR
b. The Name of the seller	Victoria and Lee Hilton
c. The date the PIQ was completed	19/05/09
1. When was the property purchased?	April 2007
2. Is your property a listed building or contained in a listed building?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know
3. What council tax band is the property in? <i>[Note: Buyers should be aware that improvements carried out by the seller may affect the property's council tax banding following a sale]</i>	A B C D <input checked="" type="checkbox"/> E F G H <i>[please circle]</i>
4. What parking arrangements exist at your property?	<input type="checkbox"/> Yes <input type="checkbox"/> Allocated parking space <input checked="" type="checkbox"/> Driveway <input type="checkbox"/> On street <input type="checkbox"/> Resident permit <input type="checkbox"/> Metered parking <input type="checkbox"/> a. Specify other:

Other issues affecting the property	
<p>5. Has there been any damage to your property as a result of storm or fire since you have owned it?</p> <p>a, If "yes", please give details.</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Don't know</p>
<p>6. If you have answered "yes" to question 5, was the damage the subject of an insurance claim?</p> <p>a, If "yes", please state whether any of these claims are outstanding.</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Don't know</p>
<p>7. Are you aware of any flooding at your property since you have owned it or before?</p> <p>a, If "yes", please give details.</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Don't know</p>
<p>8. Have you checked the freely available flood risk data at the Environment Agency's Website (http://www.environment-agency.gov.uk/subjects/flood/)?</p> <p>a, If "yes", please give details.</p> <p>b, If "no", the buyer is advised to check the Environment Agency website for an indication of flood risk in the area.</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Don't know</p>
<p>9. Has there been any treatment of or preventative work for dry rot, wet rot or damp in the property since you have owned the property?</p> <p>a, If "yes", please give details of any guarantees relating to the work and who holds the guarantees.</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Don't know</p>
<div></div>	

Utilities and Services

10. Is there central heating in your property? a, If "yes", please give details of the type of central heating (examples: gas-fires, oil fired, solid fuel, liquid gas petroleum).	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know 'Gas
11. When was your central heating or other primary heating system last serviced?	Serviced in: <input type="checkbox"/> Not serviced <input type="checkbox"/> Don't know
12. When was the electrical wiring in your property last checked?	Serviced in: <input type="checkbox"/> Not serviced <input type="checkbox"/> Don't know

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

Services	Connected
Electricity	<input type="checkbox"/>
Gas	<input type="checkbox"/>
Water mains or private water supply	<input type="checkbox"/>
Drainage to public sewer (if not connected please indicate whether there is a cesspool or septic tank)	<input type="checkbox"/>
Telephone	<input type="checkbox"/>
Cable TV or Satellite	<input type="checkbox"/>
Broadband	<input type="checkbox"/>

Changes to the property

14. Have you carried out any structural alterations, additions or extensions (e.g. provision of an extra bedroom or bathroom) to the property? a. If "yes", please give details of the nature of the work	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know
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<p>b. Was building regulation approval obtained?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know
<p>c. Was planning permission obtained?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know
<p>d. Was listed building consent obtained?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know
<p>If the response was "no" for any of "(b) to (d)", please state why not (e.g. "not required" or "work completed under approved person scheme").</p>	
<p>15. Have you had replacement windows, doors, patio doors or double glazing installed in your property?</p> <p>a. If "yes", please give details.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <p>Replaced front door</p>
<p>Access</p>	
<p>16. Do you have right of access through any neighbouring homes, buildings, or land?</p> <p>a. If "yes", please give details.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <p>Shared alleyway with residents</p>
<p>17. Does any other person have a right of access through your property?</p> <p>a. If "yes", please give details.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know
<p>Leasehold Properties</p>	
<p>18. Is your property a leasehold property?</p> <p>If "yes", complete Part 2 of this questionnaire. If "no" there is no need to complete Part 2 of this questionnaire.</p>	

PART 2: LEASEHOLD PROPERTIES

Only complete this part if the property is a leasehold property.

If the Lease is a new one and has not yet been granted, please answer the question based on the draft terms of the lease.

Before entering into a binding commitment, buyers should confirm any matter relating to the leasehold ownership by reading the lease and checking the position with their conveyancer.

Additional information for leasehold properties

19. What is the name of the person or organization to whom you pay - a. Ground rent; and b. Service charges (if different from above)	
20. How many years does your lease have left to run?	
21. How much is your current annual ground rent?	
22. How much is your current annual service charge?	
23. How much is your current annual buildings insurance premium (if not included in the service charge)?	
24. Are you aware of any proposed or ongoing major works to this property? a. If "yes", what type of works are they and what is the expected cost relating to this property (if known)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know
25. Does the lease prevent you from - a. Sub-letting? b. Keeping pets?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know

<p>26. Does the lease allow you to:</p> <p>a. Use a car park or space?</p> <p>b. Have access to a communal garden (where applicable)</p>	<div style="margin-bottom: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know </div> <div> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know </div>
<p>27. Leases often permit or prevent certain types of activity relating to the use of the property, those referred to in question (25) are examples. Are there any other conditions or restrictions in the lease which could significantly impact on a person's use of the property?</p> <p>a. If "yes", please specify.</p>	<div style="margin-bottom: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know </div>

Explanatory Notes to Numbered Items

19. The Landlord will normally be the person to whom the ground rent is payable, although it is possible that an agent may be employed to collect this on the landlord's behalf. The person or the organisation to whom the service charge is payable may be your landlord or head landlord or a residents' management company. You should find the landlord's details on your latest service charge demand. It is also possible that an agent has been employed to collect service charges on their behalf.

20. The Number of years is calculated by taking the original number of years the lease was granted for and deducting the number of years that have expired since the lease was first granted.

21. This information will be found in the lease

22. This information will be found on the previous year's service charge demands.

24. Leaseholders should have been notified of this as part of the require consultation process where their contribution towards the work exceeds £250

Please note: All leaseholders should have their own copy of the lease although sometimes this is held by the mortgage lender or the conveyancer who handled the purchase. A copy can normally be obtained from the Land Registry – www.landregisteronline.gov.uk. It is unlikely that the managing agent will be able to provide a copy of the lease.



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Energy Performance Certificate



HIP*code*

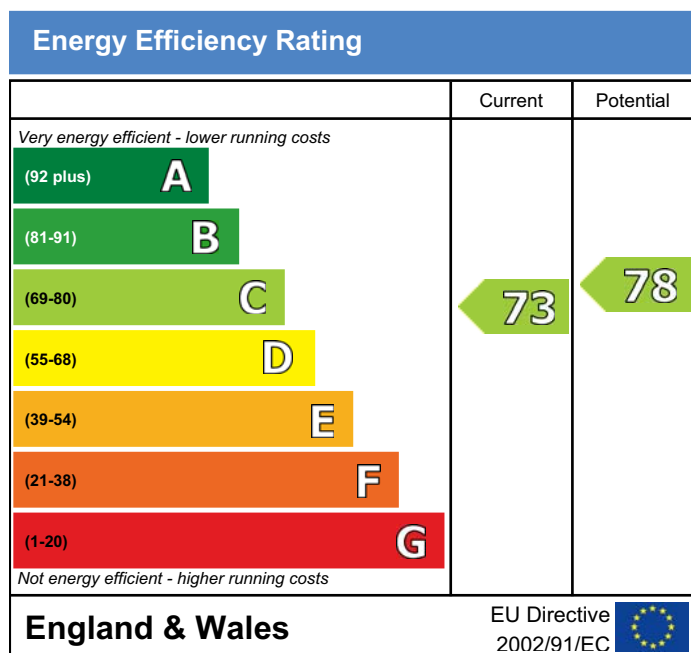
Energy Performance Certificate



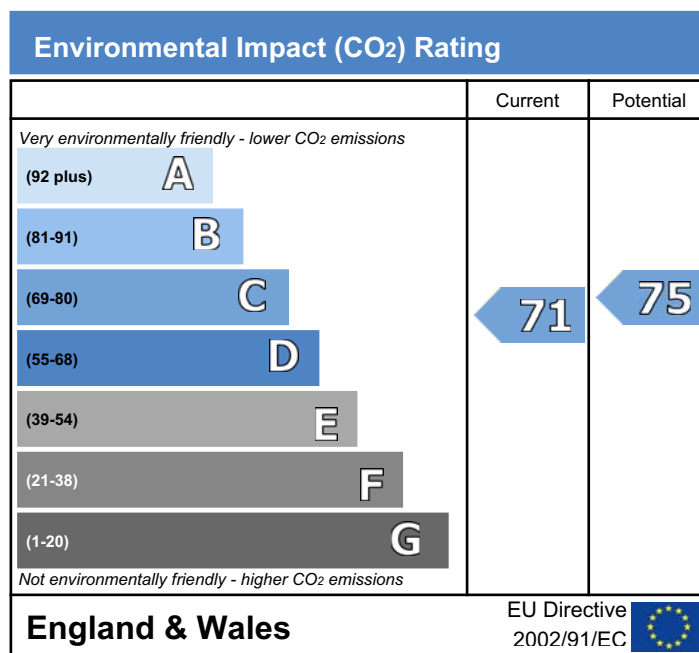
1, Wakefield Mews,
BOLTON,
BL7 9DR

Dwelling type: Semi-detached house
Date of assessment: 18 May 2009
Date of certificate: 18 May 2009
Reference number: 0766-2828-6856-0091-1615
Total floor area: 128 m²

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



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



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

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

	Current	Potential
Energy use	178 kWh/m ² per year	149 kWh/m ² per year
Carbon dioxide emissions	3.8 tonnes per year	3.2 tonnes per year
Lighting	£126 per year	£65 per year
Heating	£440 per year	£408 per year
Hot water	£142 per year	£123 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.



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

For advice on how to take action and to find out about offers available to 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 Elmhurst Energy Systems Ltd, to a scheme authorised by the Government. This certificate was produced using the RdSAP 2005 assessment methodology and has been produced under the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 as amended. A copy of the certificate has been lodged on a national register.

Assessor's accreditation number: EES/001607
Assessor's name: Mr. Rodney Nigel Crompton
Company name/trading name: Rodney Nigel Crompton
Address: 20 Meadow Park, Irwell Vale, Ramsbottom, Bury, Lancashire, BL0 0QB
Phone number: 07789 546740
Fax number:
E-mail address: rod@energy-assessor.biz
Related party disclosure:

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

Details of the assessor and the relevant accreditation scheme are as above. You can get contact details of the accreditation scheme from their website at www.elmhurstenergy.co.uk together with details of their procedures for confirming authenticity of a certificate and for making a complaint.

About the building's performance ratings

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

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

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

About the impact of buildings on the environment

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

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

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

- Find how to confirm the authenticity of an energy performance certificate
- Find how to make a complaint about a certificate or the assessor who produced it
- Learn more about the national register where this certificate has been lodged - the Government is the controller of the data on the register
- Learn more about energy efficiency and reducing energy consumption

Recommended measures to improve this home's energy performance

1, Wakefield Mews,
BOLTON, BL7 9DR

Date of certificate: 18 May 2009
Reference number: 0766-2828-6856-0091-1615

Summary of this home's energy performance related features

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

Elements	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Timber frame, as built, insulated (assumed)	Good	Good
Roof	Pitched, 200 mm loft insulation	Good	Good
Floor	Suspended, no insulation (assumed)	-	-
Windows	Fully double glazed	Good	Good
Main heating	Boiler and radiators, mains gas	Good	Good
Main heating controls	Programmer, room thermostat and TRVs	Average	Average
Secondary heating	None	-	-
Hot water	From main system	Good	Good
Lighting	Low energy lighting in 7% of fixed outlets	Very poor	Very poor
Current energy efficiency rating		C 73	
Current environmental impact (CO ₂) rating		C 71	

Low and zero carbon energy sources

None

Recommendations

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

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvement	
		Energy efficiency	Environmental impact
1 Low energy lighting for all fixed outlets	£49	C 76	C 72
Sub-total	£49		
Higher cost measures (over £500)			
2 Replace boiler with Band A condensing boiler	£63	C 78	C 75
Total	£112		
Potential energy efficiency rating		C 78	
Potential environmental impact (CO ₂) rating			C 75

Further measures to achieve even higher standards

The further measures listed below should be considered in addition to those already specified if aiming for the highest possible standards for this home. However you should check the conditions in any covenants, planning conditions, warranties or sale contracts.

3 Solar water heating	£24	C 79	C 77
4 Solar photovoltaic panels, 2.5 kWp	£159	B 87	B 84
Enhanced energy efficiency rating		B 87	
Enhanced environmental impact (CO ₂) rating			B 84

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 energy ratings

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

Lower cost measures (typically up to £500 each)

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

1 Low energy lighting

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

Higher cost measures (typically over £500 each)

2 Band A condensing boiler

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

About the further measures to achieve even higher standards

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

3 Solar water heating

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

4 Solar photovoltaic (PV) panels

A solar PV system is one which converts light directly into electricity via panels placed on the roof with no waste and no emissions. This electricity is used throughout the home in the same way as the electricity purchased from an energy supplier. The British Photovoltaic Association has up-to-date information on local installers who are qualified electricians and on any grant that may be available. Planning restrictions may apply in certain neighbourhoods and you should check this with the local authority. Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is appropriately qualified and registered as such with a competent persons scheme¹, and can therefore self-certify the work for Building Regulation compliance.

What can I do today?

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

- Ensure that you understand the dwelling and how its energy systems are intended to work so as to obtain the maximum benefit in terms of reducing energy use and CO2 emissions.
- Check that your heating system thermostat is not set too high (in a home, 21°C in the living room is suggested) and use the timer to ensure you only heat the building when necessary.
- Make sure your hot water is not too hot - a cylinder thermostat need not normally be higher than 60°C.
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.
- Close your curtains at night to reduce heat escaping through the windows.
- If you're not filling up the washing machine, tumble dryer or dishwasher, use the half-load or economy programme.

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



Sale Statement for:
1 Wakefield Mews
Bolton
BL7 9DR

About this form:

- Under the Home Information Pack (No.2) Regulations 2007, you must provide the following information in your Home Information Pack and may use this form to do so.
- Someone else can complete this form on behalf of a seller.
- If the property has not yet been completed or converted, please answer the questions as if the property has been completed or converted.
- Please answer all the questions by checking the relevant box and adding any further information asked for. Where alternatives are offered, please indicate which one (or more) applies.

Sellers check of this form

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



Statement		
1. Is the property a flat or a house		Flat (incl. maisonette)
	X	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)	X	Freehold
		Commonhold
		Leasehold starting (or likely to start) from.....and with....years left on the lease
4. The title to the interest in the property being sold is:	X	The whole of a registered estate
		Part of a registered estate
		The whole of an unregistered estate
		Part of an unregistered estate
5. Name(s) of seller	X	Lee Hilton and Victoria Hilton
6. The capacity of the seller	X	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 (i.e. with a power of attorney)
		Other (please give details)
7. The property is being sold:	X	With vacant possession
		Section 171 (2) of the Housing Act 2004 applies and part of the property is not being sold with vacant possession. Explanation of circumstances as follows;.....



WILLIAM THOMAS
ESTATE AGENTS

Evidence of Title



HIP*code*

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 GM910770

Edition date 02.10.2008

- This official copy shows the entries on the register of title on 15 May 2009 at 16:48:22.
- 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 15 May 2009.
- 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 Fylde Office.

A: Property Register

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

GREATER MANCHESTER : BOLTON

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 1 Wakefield Mews, Bolton (BL7 9DR).
- 2 The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 The Transfer dated 11 October 1999 referred to in the Charges Register contains the following provision:-

"It is hereby declared that this Transfer shall not include or operate or by virtue of section 62 of the Law of Property Act 1925 be deemed to include or operate as a grant or transfer of any easements, rights, privileges or liberties whatsoever now enjoyed by or appurtenant to the Property or any part of it over, through on or upon the Retained Land save to the extent that such easements, rights, privileges or liberties are expressly granted by this Transfer"
- 4 (30.09.2002) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 10 June 2002 referred to in the Charges Register.
- 5 (30.09.2002) The Transfer dated 10 June 2002 referred to in the Charges Register contains a provision as to boundary structures.

B: Proprietorship Register

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

Title absolute

- 1 (11.05.2007) PROPRIETOR: LEE MICHAEL HILTON and VICTORIA EMMA HILTON of 1

B: Proprietorship Register continued

Wakefield Mews, Bolton BL7 9DR.

- 2 RESTRICTION:- Except under an order of the registrar no disposition or dealing by the proprietor of the land is to be registered without a certificate from the solicitors to the disponee certifying that the disposition is an Excluded Transfer in accordance with a Mutual Deed of Grant dated 11 October 1999 made between (1) Bryant Homes Northern Limited and (2) P.J. Livesey Living Space Limited or that a Deed of Covenant has been provided.
- 3 (11.05.2007) The price stated to have been paid on 12 April 2007 was £243,500.

C: Charges Register

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

- 1 The land in this title is with other land subject to a perpetual yearly rentcharge of £240 created by a Conveyance dated 22 November 1856 made between (1) The Right Honourable Thomas Earl of Wilton and (2) Robert Needham Philips and James Chadwick.

The said deed also contains covenants.

NOTE: Copy filed under GM166

By the Transfer dated 11 October 1999 referred to below the land in this title was with other land informally exonerated from this rentcharge.
- 2 A Transfer of the land in this title and other land dated 11 October 1999 made between (1) Evenvyne Limited (Vendor) and (2) Bryant Homes Northern Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 The land is subject to the following rights reserved by the Transfer dated 11 October 1999 referred to above:-

EXCEPTING AND RESERVING to the Vendor for the benefit of the Retained Land the rights set out in the Second Schedule

THE SECOND SCHEDULE

.....

2. The right at any time hereafter (and from time to time) to erect or alter any building or structure on the Retained Land (or permit or suffer the same to be done) as the Vendor shall think fit notwithstanding that this may diminish the access of light or air to the Property

3. The full and free right in fee simple at its own expense to make connections into and to use all Service Media now or within the Perpetuity Period to be made or laid in, under or over the Property or any part of it and also to the free passage and running of water and soil and other services to and from the Retained Land through such Service Media subject to:-

3.1 the Vendor obtaining at its own expense prior written consent such consent not to be unreasonably withheld to the route of any such connections which shall not pass under any part of the Property which is or which is intended to be built upon or enclosed within the curtilage of any building

3.2 the Vendor causing as little inconvenience as reasonably practicable to the owner or occupiers of the part of the Property concerned and promptly making good all damage caused

3.3 there being sufficient capacity in the relevant Service Media for such connection taking into consideration the requirements of any proposed development of the Property by the Purchaser

C: Charges Register continued

4. The right at any time upon giving reasonable written notice (save in the case of emergency) to enter upon the Property or any part of it and (subject to paragraph 3 of this Schedule) to connect with, lay, inspect, repair, cleanse, maintain and replace any such Service Media causing as little damage and inconvenience as reasonably practicable and as soon as reasonably practicable making good at the Vendor's expense all damage occasioned

5. The right at any time upon giving reasonable written notice (save in the case of emergency) to enter upon the Property or any part of it to inspect, repair, maintain, replace and renew any buildings structures walls fences and other boundary structure which may be erected upon the Retained Land causing as little damage and inconvenience as reasonably practicable and as soon as reasonably practicable making good at the Vendor's expense all damage occasioned

6. The right at any time upon giving reasonable written notice (save in the case of emergency) to enter upon the Property or any part of it with or without men scaffolding other equipment and materials as may be necessary or convenient in order to carry out and complete construction and other works causing as little damage and inconvenience as reasonably practicable and as soon as reasonably practicable making good at the Vendor's expense all damage occasioned

7. The right of support for the Retained Land and any buildings now or hereafter erected on it from the Property

Definitions

In this Transfer the following expressions shall have the following meanings:

"Perpetuity Period" means 80 years from the date of this Transfer which shall be the perpetuity period applicable to this Transfer

"Retained Land" means the land comprised in title number GM166 and GM354663 excluding the Property and the Adjoining Land

"Service Media" means sewers, drains, pipes, wires, cables and other service media "

NOTE: The Adjoining Land referred to is the land comprised in title GM826176.

- 4 A Deed of Grant dated 11 October 1999 made between (1) Bryant Homes Northern Limited (Bryant) and (2) P.J. Livesey Living Space Limited (Livesey) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 5 The land is subject to the following rights granted by the Deed of Grant dated 11 October 1999 referred to above:-

"Bryant with full title guarantee grants to Livesey the Livesey Rights over the Bryant Land for the benefit of the Livesey Land and each and every part of it TO HOLD to Livesey and the owner or owners for the time being of the Livesey Land

The Livesey Rights

The right for Livesey and its successors in title to the Livesey Land

.....

2.To use any Service Media in under or upon the Bryant Land and within the Perpetuity Period to connect into any Service Media

3. To enter the Bryant Land for the purpose of:-

3.1 carrying out works of construction or connection under paragraphs .
... 2 of this Schedule or

C: Charges Register continued

3.2 any works relating to new or existing buildings on the Livesey Land

3.3 inspecting cleaning maintaining repairing and renewing any road footpath Service Media or building (including the erection of temporary scaffolding on the Bryant Land); or

3.4 complying with any obligation pursuant to the section 106 Agreement, the Section 278 Agreements the Planning Permission any agreements for the construction and adoption of the Spine Road or the Service Media

4. To a right of support from the Bryant Land (but not from any buildings now or later on it)"

- 6 (30.09.2002) A Transfer of the land in this title dated 10 June 2002 made between (1) Bryant Homes Northern Limited and (2) Alexander James Reihl and Diane Erica Wells-Reihl contains restrictive covenants.

NOTE: Original filed.

- 7 (11.05.2007) REGISTERED CHARGE dated 12 April 2007.

- 8 (11.05.2007) Proprietor: NATIONWIDE BUILDING SOCIETY of Nationwide House, Pipers Way, Swindon L SN38 1NW.

- 9 (11.05.2007) The proprietor of the Charge dated 12 April 2007 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 11 October 1999 referred to in the Charges Register:-

"The Purchaser for the protection and benefit of the Retained Land (and each and every part thereof) and so as to bind the Property and each and every part of it and whoever may own the same from time to time hereby covenants with the Vendor that it will observe and perform the covenants set out in the Third Schedule hereto.

THE THIRD SCHEDULE

1. Not to do or suffer to be done in or upon the Property any act or thing which shall or may be or may become a nuisance to the Vendor or the owners or occupiers of the Retained land or any part of it and not to use the same nor allow the same to be used for any illegal or immoral purpose PROVIDED THAT building operations shall not be a breach of this covenant

.....

3. Not to allow the Property to fall into an unclean or untidy condition PROVIDED THAT building operations shall not be a breach of this covenant "

- 2 The following are details of the covenants contained in the Deed of Grant dated 11 October 1999 referred to in the Charges Register.

" 3.2 Bryant covenants with Livesey so that:-

3.2.1 the burden of this covenant shall bind the Bryant Land

3.2.2 the benefit of this covenant shall be annexed to and run with the Livesey Land and each and every part of it

not to obstruct access to any Service Media on the Bryant Land which serves the Livesey Land

In this Deed the following words and expressions shall have the following meanings unless inconsistent with the context:

"the Perpetuity Period" eighty years from the date of this Deed

"planning permission" planning permission reference 51360/97 granted by Bolton Metropolitan Borough Council on 4 March 1999 together

Schedule of restrictive covenants continued

with all variations, amendments and reserved matters approvals relating thereto or any planning permission obtained in substitution therefor.

"the S106 Agreement" the planning obligation pursuant to section 106 of the Town and Country Planning Act 1990 relating to Eagley Mills, Hough Lane, Eagley, Bolton dated 29 December 1998 and made between (1) P.J. Livesey Living Space Limited (2) Bryant Homes Northern Limited (3) Evenvyne Limited (4) Svenska Handelsbanken AB and (5) Masterbrook Limited

"the S278 Agreement" any agreement required under S278 of the Highways Act 1980 or otherwise relating to works to public highways outside the Bryant Land and the Livesey Land pursuant to the residential development of the Bryant Land and the Livesey Land

"the Service Media" means and includes drains, pipes, sewers, cables, wires, conduits, electricity substations, gas governor stations, pumping stations, culverts, channels, watercourses, ducts and any other equipment for the supply of water, electricity, gas or telecommunication or other services or for the disposal of foul or surface water"

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.

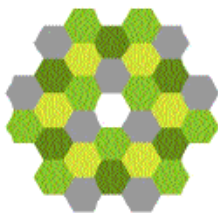
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

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.

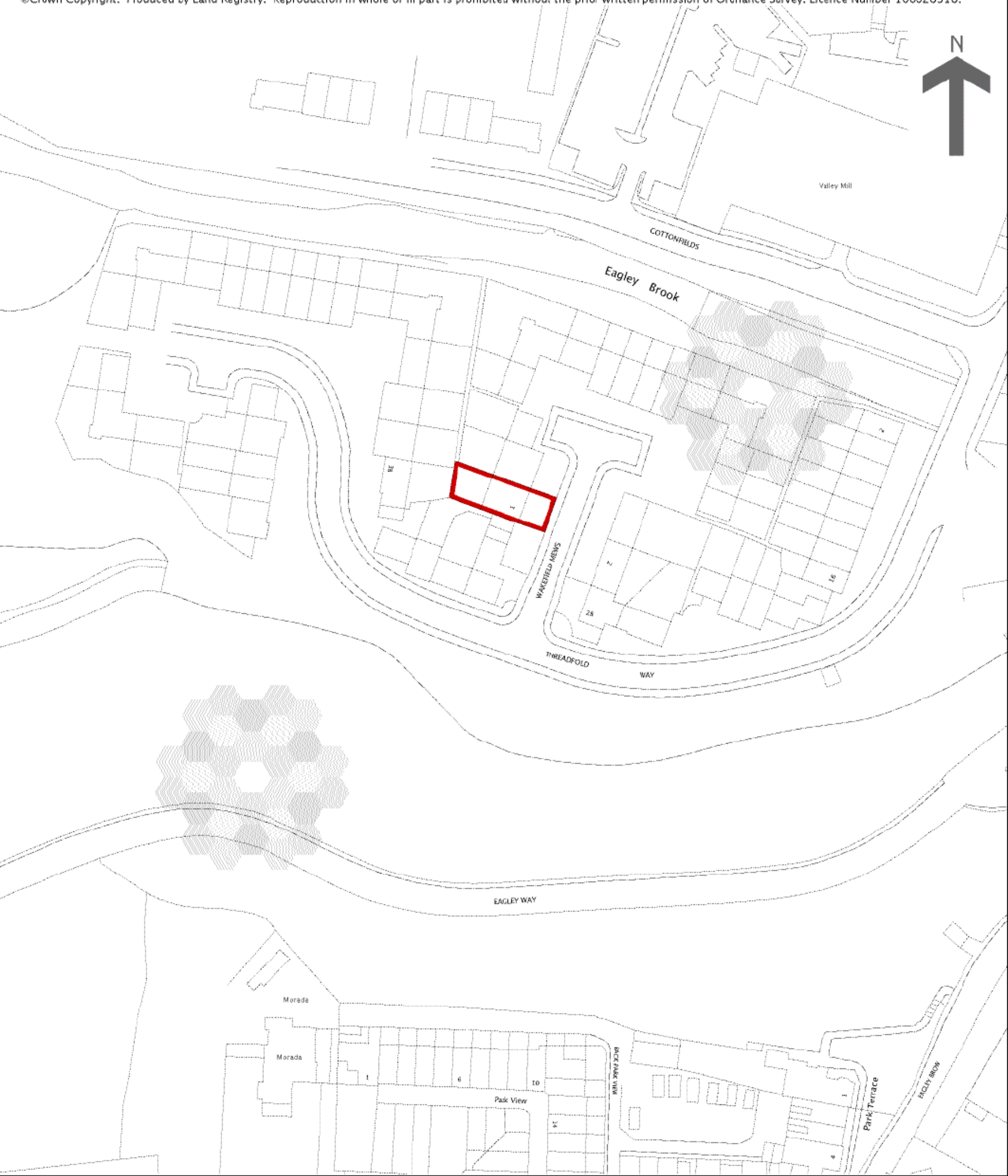
This official copy is issued on 15 May 2009 shows the state of this title plan on 15 May 2009 at 16:49:10. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject 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, Fylde Office .





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WILLIAM THOMAS
ESTATE AGENTS

Standard Searches



HIP*code*



HOME INFORMATION PACK

Search Report

**Requested by:-****Legal Brokers****E-Mail: emilie.fanara@legalbrokers.co.uk**

Our Reference: **XX/W751193**
 Your Reference: **LBLHc 1538 1 Wakefield Avenue**
 Report Prepared by: **AWinn**

Date: **25/05/2009**

REQUESTED FOR

1 Wakefield Mews
 Bolton
 BL7 9DR

Council: **Bolton Metro Borough Council**Local Authority Code: **4205**Search: **HIP LLC1 & Local Search**

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

Freephone 0800 052 0117

Yours Faithfully

ONESEARCH DIRECT

**SUMMARY OF SEARCH REPORT : 01209679****INVOICE NUMBER : E20633176****LLC1 Search**

The Search requested above reveals 3 registration/s described in the Schedule hereto

LOCAL Search**1.1. Planning and Building Regulations**

Planning Permissions, Listed **Yes**
 Building/Conservation Area Consents

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

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

1.2. Development Plans

Policies **Yes**

Proposals **No**

Recommendations **No**

2. Roads

Roads, Footways and Footpaths Maintained at Public Expense **No**

Other Matters

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

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

3.3. Drainage Agreements and consents **See Water Search**

3.4. Nearby Road Schemes **No**

3.5. Nearby Railway Schemes **No**

3.6. Traffic Schemes **No**

3.7. Outstanding Notices **No**

3.8. Contravention of Building Regulations **No**

3.9. Notice, Orders, Directions and Proceedings under Planning Acts **No**

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

3.11. Compulsory Purchase **No**

3.12. Contaminated Land **No**

3.13. Radon Gas **No**

LLC1 Search

Subjects **1, Wakefield Mews, Bolton, BL7 9DR.**
Date of Search Report: **25/05/2009**
Search Report No: **01209679**
Search Report Prepared by: **AWinn**

Charges on Register

03 - Planning charges			
Description of Charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of registration
Conservation Area Reference 06. Town and Country Planning Act 1971 Section 277(9) as amended by Eagley Bank Conservation Area Extended 13/6/1997.	Bolton Metro Borough Council	Town Hall Bolton Lancashire BL1 1RU.	19/10/1999
Planning Agreement. Reference 4976/1 Land at Eagley Mills, Hough Lane. Planning Obligation dated 29/12/98 between P. J. Livesey Living Space Limited and Bryant Homes Northern Limited and Evenvyne Limited and Svenska Handelsbanken AB and Masterbrook Limited pursuant to planning application 51360/97 regulating or restricting the use of the land.	Bolton Metro Borough Council	Town Hall Bolton Lancashire BL1 1RU.	19/2/1999

04 - Miscellaneous charges			
Description of Charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of registration
Blanket Smoke Control Order.	Bolton Metro Borough Council	Town Hall Bolton Lancashire BL1 1RU.	1/1/1990

Local Search Enquiries

Subjects **1, Wakefield Mews, Bolton, BL7 9DR.**
Date of Search Report: **25/05/2009**
Search Report No: **01209679**
Search Report Prepared by: **AWinn**

Local Search Enquiries deal with entries which affect the subjects of search but which have not been registered as a Land Charge by the Local Authority.

Information relating to applications, consents, designations, notices, orders and other items which are disclosed in the search of the Land Charges will not be duplicated below.

Planning and Building Regulation Decisions and Pending Applications

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

Section 1.1 (a) Planning Permissions					Yes
Application Number	Proposal	Decision	Decision Date	Application Type	
66002/03	Conversion of garage to sitting room and erection of garden shed.	Approved on Conditions	27-Nov-2003	Planning	
51360/97	Eagley Mills, Hough Lane, Eagley. Conversion and extension of mills and school to provide 157 dwellings, erection of 89 new dwellings, provision of car parking, improvements to access and landscape works including the provision of emergency closure bollards to Hough Lane (Thereby preventing through access from Hough Lane to Eagley Brow).	Approved on Conditions	5-Mar-1999	Planning	

46332/94	Eagley Mills, Hough Lane, Eagley. Change of use and conversion of Mills A, B and C into 43, 29 and 81 dwellings respectively. Change of use and conversion and extension of Mill E to a public house and restaurant. Demolition of Mill D and erection of a block of 44 town houses. Erection of craft workshops and residents leisure centre construction of new access roads footpaths and footways parking space and landscaping.	Approved on Conditions	31-Aug-1995	Planning
Section 1.1 (b) Listed Building Consents				Yes
Application Number	Proposal	Decision	Decision Date	Application Type
51359/97	Eagley Mills, Hough Lane, Eagley. Listed Building Consent for conversion and extensions of mills and school to provide 157 dwellings; erection of 129 dwellings, car parking, landscaping and improvements to access.	Approved on Conditions	9-Jan-1998	Listed Building
46331/94	Eagley Mills, Hough Lane, Eagley. Listed Building Consent for alterations and extensions to allow the change of use to a restaurant and public house with 3 flats on first floor.	Approved on Conditions	23-Jun-1995	Listed Building
Section 1.1 (c) Conservation Area Consents				None
Section 1.1 (d) Certificate of lawfulness of existing use or development				None
Section 1.1 (e) Certificate of lawfulness of proposed use or development				None
Section 1.1 (f) Building Regulations approvals				Yes
Application Number	Proposal	Decision	Decision Date	Application Type
BA/IN/A0/00249	Eagley Mills - 75 Dwellings. 2001.	No Decision Available		Building Regulation Approval
Section 1.1 (g) Building Regulations completion certificate				None
Section 1.1 (h) Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?				None
Informative				
<i>The seller or developer should be asked to provide evidence of compliance with building regulations</i>				

Planning designations and Proposals

1.2. What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?			See details below
Boltons Unitary Development Plan Adopted			Adopted 30/04/2005
Local Plan Policy	Borough Boundary		
Local Plan Policy	Housing Commitment		
Local Plan Policy	Wooded/Rural Valleys		
Local Plan Policy	Conservation Area		

Roads

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

(a)		Highway Maintainable at Public Expense			No
Name		Carriageway	Footway	Footpath	Verge
Wakefield Mews, Bolton		Private	Private	None	None
(b)		Subject to adoption and supported by a bond or bond waiver			Yes, Section 38
Wakefield Mews, Bolton		The road(s) have a Section 38 Agreement. Please contact the Roads department at the relevant local Authority regarding bonds and other financial securities			
(c)		To be made up by a local authority who will reclaim the cost from the frontagers; or			No
(d)		To be adopted by a local authority without reclaiming the cost from the frontagers?			No

Land Required for Public Purposes

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

Nearby Road Schemes

3.4. Is the property (or will it be) within 200 metres of any of the following?	None revealed
<p>(a) The centre line of a new trunk road or special road specified in any order, draft order or scheme;</p> <p>(b) The centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;</p> <p>(c) The outer limits of construction works for a proposed alteration or improvement to an existing road, involving-</p> <p>i) Construction of a roundabout (other than a mini-roundabout); or</p> <p>ii) Widening by construction of one or more additional traffic lanes;</p> <p>(d) The outer limits of-</p> <p>i) Construction of a new road to be built by a local authority</p> <p>ii) An approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or</p> <p>iii) Construction of a roundabout (other than a mini-roundabout) or widening by construction of one or more additional traffic lanes</p> <p>(e) The centre line of the proposed route of a new road under proposals published for public consultation; or</p> <p>(f) The outer limits of-</p> <p>i) Construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;</p> <p>ii) Construction of a roundabout (other than a mini-roundabout); or</p> <p>iii) Widening by construction of one or more additional traffic lanes, under proposals published for public consultation?</p>	

Nearby Railway Schemes

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

Traffic Schemes

3.6. 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 -	None revealed
<p>(a) Permanent stopping up or diversion;</p> <p>(b) Waiting or loading restrictions</p> <p>(c) One way driving</p> <p>(d) Prohibition of driving</p> <p>(e) Pedestrianisation</p> <p>(f) Vehicle width or weight restrictions</p> <p>(g) Traffic calming works including road humps</p> <p>(h) Residents parking controls</p> <p>(i) Minor road widening or improvement</p> <p>(j) Pedestrian crossings</p> <p>(k) Cycle tracks; or</p> <p>(l) Bridge building?</p>	

Outstanding Notices

3.7. Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this schedule- (a) Building Works; (b) Environment; (c) Health and Safety; (d) Housing; (e) Highways; or (f) Public health?	None revealed
--	----------------------

Contravention of Building Regulations

3.8. Has a local authority authorized in relation to the property any proceedings for the contravention of any provisions contained in building regulations	No
--	-----------

Notices, Orders, Directions and Proceedings under Planning Acts

3.9. Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following-

(a) Enforcement Notice	No
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(b) Stop Notice	No
------------------------	-----------

(c) Listed Building Enforcement Notice	No
---	-----------

(d) Breach of Condition Notice	No
---------------------------------------	-----------

(e) Planning Contravention Notice	No
--	-----------

(f) Other Notice relating to breach of planning control	No
--	-----------

(g) Listed Buildings Repair Notice	No
---	-----------

(h) In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation	No
--	-----------

(i) A Building Preservation Notice	No
---	-----------

(j) A direction restricting permitted development	No
--	-----------

(k) An order revoking or modifying permission	No
--	-----------

(l) An order requiring discontinuance of use or alteration or removal of buildings or works	No
--	-----------

(m) A Tree Preservation Order	No
--------------------------------------	-----------

(n)	Proceedings to enforce a planning agreement or planning contribution	No
-----	--	----

Conservation Areas

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

Compulsory Purchase

3.11. Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	None revealed
---	---------------

Contaminated Land

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

No

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

Informative

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

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

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

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

Radon Gas

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

No

No. The property is in an area where 0-1% of homes are estimated to be at or above the Action Level.

Informative

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

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

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

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

Notes

The Search Company

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

Terms for Preparation of Search

4. This Search Report does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.
5. The information in this Search Report has been prepared following a search of (a) publicly available property related information held by the relevant local authority; and (b) property related information derived from the relevant local authority held by OneSearch. The name and address of the relevant local authority is **Bolton Metro Borough Council at Town Hall, Bolton, Lancashire, BL1 1RU**. The address of OneSearch is set out in paragraph 1 above in this Notes section. Copies of relevant documents held by the relevant local authority can be obtained by contacting the relevant local authority at the said address. Fees and contact information for obtaining copies of such documents are available on request by contacting OneSearch on 0800 052 0117 or by e-mailing cs@onesearchdirect.co.uk. The searches from which this Search Report was prepared were completed on the date this Search Report was issued (the said date of issue being the date stated on page 1 of the report.)

Scope of Area Searched

6. Local Plan policies, proposals and recommendations: only those which apply directly to the property of the search are disclosed.
7. Planning applications on the property only, have been searched.

Definition of Search Terms

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

Legal Issues

9. The Search Report has been prepared with reasonable care and skill by staff trained and employed by OneSearch .
10. The seller of the Subjects or the person acting as his/her estate agent may copy the Search Report and include it in a Home Information Pack and otherwise copy it as required by the relevant legislation.
11. These terms are enforceable against OneSearch not only by the seller of the property but also by the actual or potential purchaser of, or mortgage lender in respect of, the property, in their own right.

12. Any queries or complaints regarding the content of the Search Report; the manner in which the search was prepared or completed; or the service provided by staff of OneSearch should be submitted in the first instance to the Customer Services Department by telephone on 0800 052 0117 or by emailing cs@onesearchdirect.co.uk. Claims may also be made under the relevant insurance. (See also under Liability and Insurance below.)

Liability and Insurance

13. . The local authority will be liable for any negligent or incorrect entry in the records searched.
- . Onesearch Direct will be liable for any negligent or incorrect interpretation of the records searched.
- . Onesearch Direct will be liable for any negligent or incorrect recording of that interpretation in the search report.
14. You should be aware that the amount of financial compensation for which OneSearch may be liable in respect of this Search Report, and the liability under said insurance policy, is limited, as a maximum, to the amount the potential or actual buyer of the property in question reasonably believed to be the value (for the purposes of residential use) of the Subjects at the time the Search Report was completed.
15. If the insurance company goes out of business, compensation may be available from the Financial Services Compensation Scheme (FSCS). The Financial Ombudsman Service may also provide help in resolving disputes involving insurance companies.
16. In connection with the Personal Local Search carried out in relation to the property, the transaction benefits from the inclusion of a Search Report Insurance Policy. This policy will cover you, the Insured, against Actual Loss incurred by you by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to you in the Search Report, and against such a loss which you suffer because your conveyancer relies on a search obtained from OneSearch Direct;

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

Complaints Procedure

17. Information for customers. If you want to make a complaint, we will deal with it speedily and fairly. We will:

- Acknowledge your complaint within 5 working days of receipt
- Try and resolve your complaint fully within 4 weeks of receipt. If there are valid reasons for consideration of the complaint taking longer, we will keep you fully informed in writing or via telephone or email as you prefer and you will receive a response at the very latest within 8 weeks.
- Liaise with counselling organisations acting on your behalf, if you ask us to.
- Send you a final decision on the complaint in writing.

If you are not satisfied with the final decision, you may refer the complaint to the Independent Property Codes Adjudication Scheme (IPCAS) and we will give you contact details. We will co-operate fully with the independent adjudicator during the consideration of a complaint by the IPCAS and comply with any decision.

IDRS Ltd
24 Angel Gate
City Road
London
EC1V 2PT

Tel: 020 7520 3800

Fax: 020 7520 3829

Complaints should be sent to:

cs@onesearchdirect.co.uk

or

Customer Services
OneSearch Direct
Skypark SP1
8 Elliot Place
Glasgow
G3 8EP

Tel: 0800 052 0117

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

HIP Provider:

Legal Brokers

Solicitor/Conveyancer:

Legal Brokers

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

Search Prepared by:

AWinn

Local Authority Records Inspected by:

JLancaster

POLICY SUMMARY FOR SEARCH REPORT INSURANCE POLICY



1. This summary.

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

2. The Insurer.

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

3. Type of insurance.

The insurance given under the Search Report Insurance Policy protects against actual loss suffered because of any adverse circumstance which existed in the records of an Appropriate Body and affected the Land at the time a Search Report was compiled as part of a Home Information Pack (as defined in the Home Information Pack Regulations 2007 or any amendment or reenactment of them which is in force at the Policy Date) but was not fully disclosed in the Search Report. It also protects the Insured against such an actual loss which is incurred because a conveyancer acting in the sale or purchase of the house, or a loan made for the purpose of the purchase, relies on the search report produced by OneSearch Direct rather than a report obtained from an official body. See the Coverage Statement in paragraph 2 of the policy.

4. What does the policy not cover?

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

5. Limitations of the Policy.

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

6. Cancellation Terms.

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

7. Term of the policy.

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

8. Claims.

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

9. Queries.

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

10. Complaints.

If you wish to complain about any aspect of the service you have received regarding the insurance policy, please contact First Title Insurance plc at Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT. Please quote the policy reference. SRIP/07/08.

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 OneSearch Direct Limited as part of its service.

1 The Financial Services Authority (FSA) The FSA is the independent watchdog and statutory body that regulates financial services. The FSA regulations require us to give you this document. Use this information to decide if our services are right for you.

2 Whose products do we offer? We only offer a product from First Title Insurance plc for Search Report Insurance.

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

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

5 Who regulates us? SPH (Scotland) Limited trading as OneSearch Direct is authorised and regulated by the Financial Services Authority (FSA). SPH (Scotland) Limited's FSA Registration number is 315174 Our permitted business is carrying out and effecting insurance contracts. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

SEARCH REPORT INSURANCE POLICY

Policy Issuer: One Search Direct

Policy Number : 60-021-000000

1.

In this policy unless the context otherwise requires:

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

2. Coverage Statement

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

- 2.1 indemnify each Insured against Actual Loss incurred by that Insured by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to that Insured in the Search Report; and/or
- 2.2 at First Title's option, defend the Insured(s) for the risks insured by this policy. First Title will also pay any Authorised Expenses that it incurs in that defence. First Title can end this duty to defend by exercising any of the options listed in paragraph 8 of this policy.
First Title will also indemnify each insured where a Conveyancer notifies First Title that that Insured has brought a claim against the Conveyancer in respect of a matter covered by paragraph 2.1 of this policy on the basis that such loss arose solely because the Conveyancer relied on the Search Report, provided that (i) the Conveyancer does not agree any payment to an Insured or third party without the prior written approval of First Title and (ii) the Conveyancer complies with the Insured's obligations under this policy.

3. Exclusions

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

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

4. Continuation of indemnity

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

5. Notification of a claim

- 5.1 An Insured must advise First Title in writing as soon as possible after that Insured becomes aware of any claim or circumstance which might entitle that Insured to make a claim under this policy. The Insured must inform First Title Insurance plc in any one of the following formats also quoting the reference being the policy number and SRIP 07/08
 - 5.1.1 by post to Legal and Claims, Title House, 33-39 Elmfield Road, Bromley, Kent, BR1 1LT
 - 5.1.2 by fax to First Title Insurance plc on 0870 389 2171

5.1.3 by e-mail to legal&claims@firsttitle.eu

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

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

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

7. Proof of loss

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

8. Settling claims and termination of liability

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

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

9. Determination and extent of liability

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

10. Limitation of First Title's Liability

First Title will not be liable to indemnify an Insured:

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

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

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

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

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

12. Payment of loss

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

13. Subrogation

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

14. Liability limited to this policy

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

15. Severability

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

16. Governing law and jurisdiction

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

17. Cancellation rights

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

18. Notices

All notices required to be served on or given to First Title plc under this policy must include a reference SRIP 07/08 and the address of the Land and be delivered to the Claims Department, First Title Insurance plc, Title House, 33-39 Elmfield Road, Bromley BR1 1LT.



Important Consumer Protection Information

This search has been produced by SPH Holdings T/A OneSearch Direct Ltd, 1st Floor, Skypark SP1, 8 Elliot Place, Glasgow G3 8EP which is registered with the Property Codes Compliance Board as a subscriber to the Search Code.

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, who rely on property search reports carried out on residential property within the United Kingdom. It sets out minimum standards which 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, your search organisation is confirming that they keep to the principles of the Search Code. This provides important protection for you.

The Code's main commitments

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

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

Keeping to the Search Code

How search organisations maintain compliance with the Search Code is monitored independently by the Property Codes Compliance Board (PCCB). If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for your complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final resolution after your complaint has been formally considered or if the firm has exceeded the response timescales, you may refer your complaint to the Independent Property Codes Adjudication Scheme (IPCAS). IPCAS can award compensation of up to £5,000 to you if it finds that you have suffered loss as a result of your search provider failing to keep to the Code.

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

IPCAS Contact Details:

Telephone: 020 7520 3800
E-mail: info@idrs.ltd.uk

You can also get more information about the PCCB and IPCAS from the PCCB website at: www.propertycodes.org.uk.

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

Drainage and Water Enquiry

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

The information in this document refers to: -

Property: 1 WAKEFIELD MEWS BOLTON BL7 9DR

This document was produced by: -

United Utilities Water PLC
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: 611581

This document was ordered by: -

Client SPH Scotland Ltd (One
Search Direct)

Address 1st Floor, Skypark SP1
8 Elliot Place
Glasgow

G3 8EP

Client Ref: D448250

FAO:

The following records were searched in compiling this report:-

The Map of Public Sewers, the Map of Waterworks, Water and Sewerage billing records, Adoption of Public Sewer records, Building Over Public Sewer records, the Register of Properties subject to Internal Foul Flooding, Adoption of Public Water Mains records, the Register of Properties subject to Poor Water Pressure and the Drinking Water Register. All of these are held by United Utilities Water PLC, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP.

United Utilities Water PLC is liable 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 18/05/2009 Response Date 20/05/2009

**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 Gareth Hindley for United Utilities who does not have, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

This search report was prepared by Gareth Hindley for United Utilities who does not have, nor is 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 Water 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 reply.

Received Date 18/05/2009 Response Date 20/05/2009

**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 drains 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 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 **Records indicate that in relation to sewers and lateral drains serving the development of which the property forms part -**

An adoption agreement exists and the sewers and lateral drains are not yet vested in the sewerage undertaker and the maintenance period has not yet commenced.

The agreement is supported by a bond.

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 is a public sewer or lateral drain subject to an existing adoption agreement within 30.48 metres (100 feet) of 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 Water PLC 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 Water PLC, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP is the sewerage undertaker for the area.

United Utilities Water PLC, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP 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 based on actual volumes of water measured through a water meter ("metered supply").

Informative Water and Sewerage Undertakers' full charges are set out in their charges schemes which are available from the 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 **There will be no change in the current charging arrangements as a consequence of a 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 payable for the property at £36.00 for each financial year.**

Informative Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.
Where surface water charges are payable but 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 to 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 served by a water meter, which is not located within the dwelling house which is or forms part of the property, and in particular is located:- atplas box.**

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 Water PLC, 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 billed for sewerage services by United Utilities Water PLC, P O Box 453, Warrington, WA55 1SE, Tel: 0845 746 2200, Internet: www.unitedutilities.com**

Informative Not applicable

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

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

Informative This is the company to whom notification of change of occupier should be made upon 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 1.27 miles (2.04km), North West of the property. The name of the Sewage Treatment Works is LONGWORTH 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 Water PLC 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

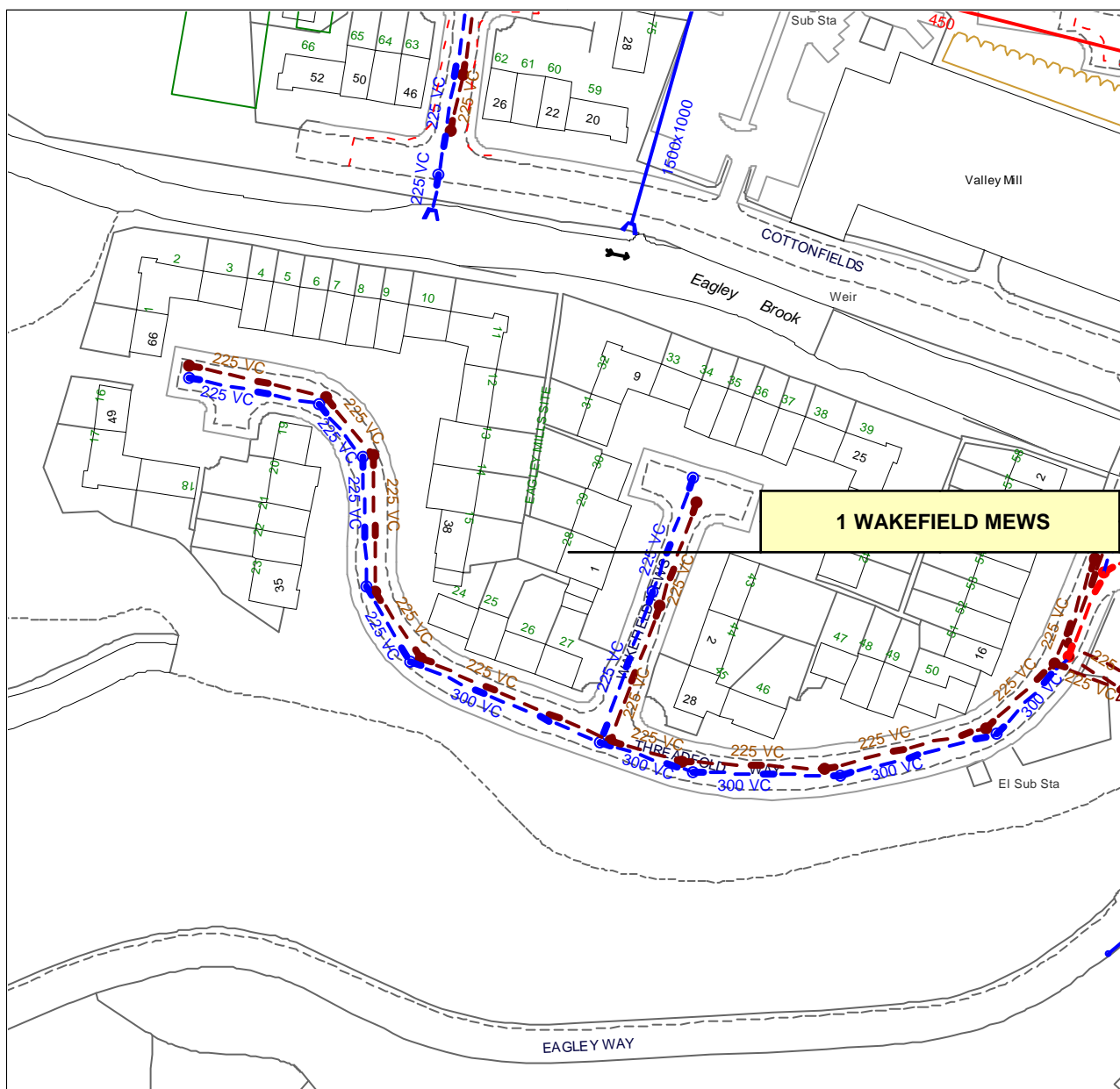
6.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.

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



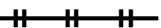








1 WAKEFIELD MEWS BOLTON BL7 9DR

Extract from the Map of Public Sewers



Legend

Red or Brown - Foul Sewers
 Blue - Surface Water Sewers

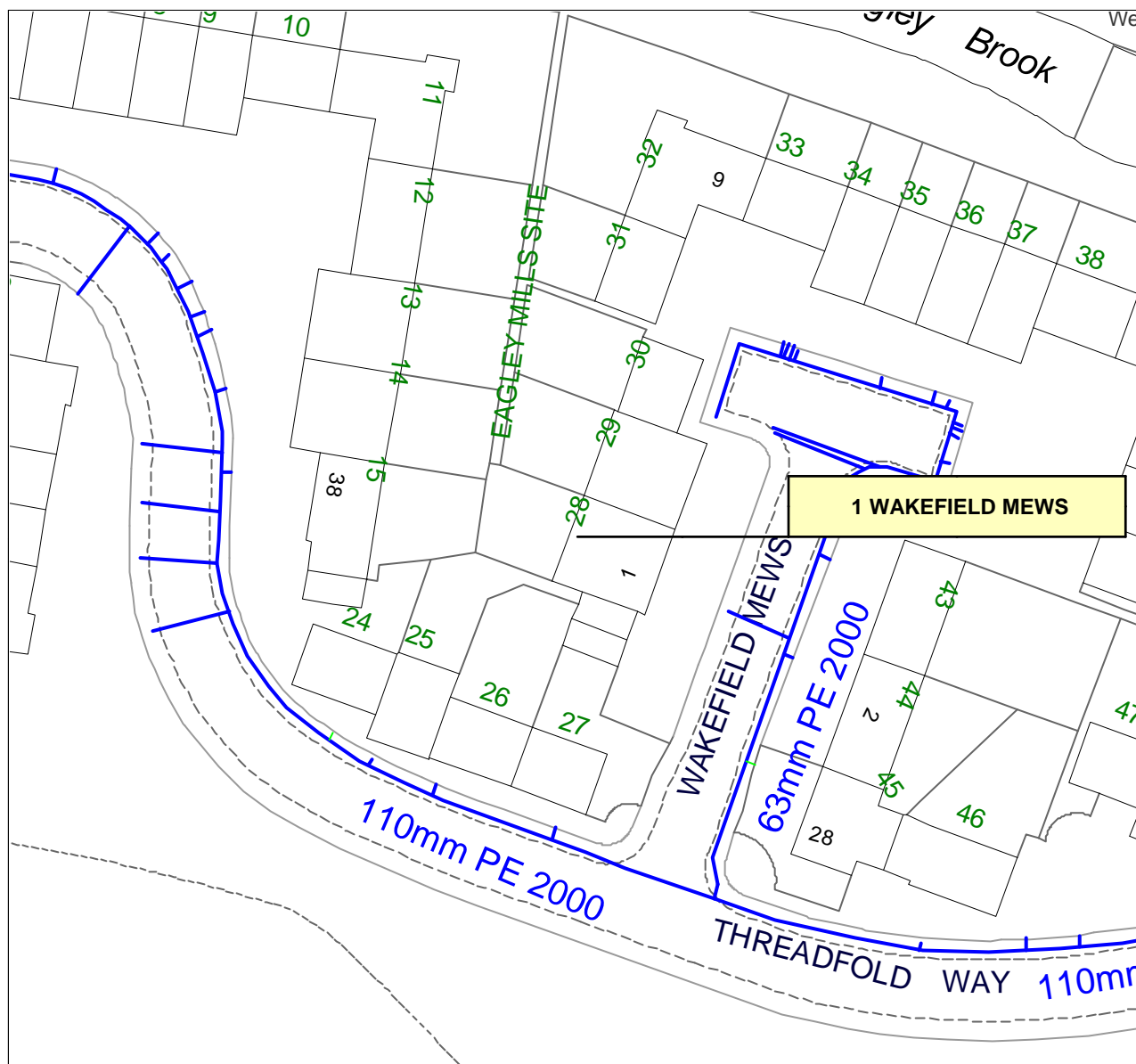
	Abandoned Sewer
	Public Sewers
	Mersey Valley Sludge main
	Highway Drain
	Private Sewers
	Pumping Main
	Section 104 Sewers
	District or Parish Boundary
	Development Outline

Mapping By Gareth Hindley

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 Water PLC will not accept any liability for any damage caused by the actual positions being different from those shown.

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Received Date 18/05/2009 Response Date 20/05/2009









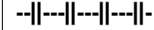
1 WAKEFIELD MEWS BOLTON BL7 9DR

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 Gareth Hindley

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 Water PLC will not accept any liability for any damage caused by the actual positions being different from those shown.

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Received Date 18/05/2009 Response Date 20/05/2009

United Utilities Water PLC failure report for Water Quality Zone Z213

The following samples failed during the calendar year ending 31/12/2008

Parameter Tested	No. of Samples Taken	No. of Samples Failed
Aluminium	38	1

United Utilities Water PLC 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 Water PLC 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

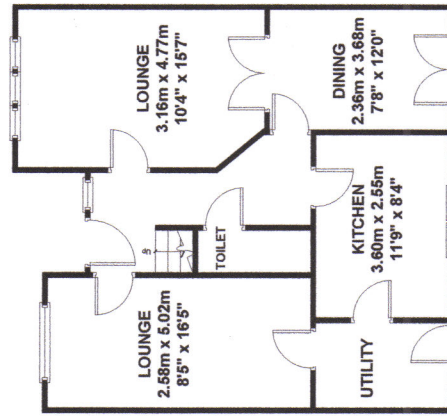
These bacteria are usually harmless in themselves, but if present show that there is a possibility of contamination of drinking water, or disinfection is not working properly. Some of the bacteria we find are from dirty taps in houses, but in all cases where we find bacteria we respond urgently to make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

Iron and Manganese

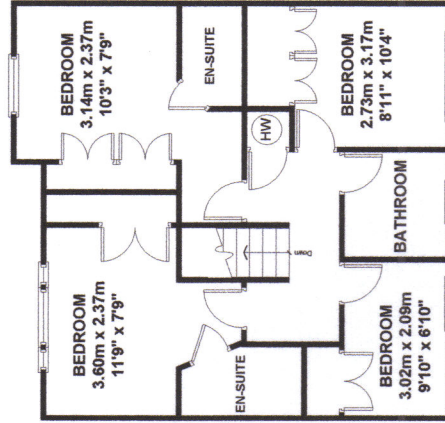
Naturally occurring iron and manganese from upland reservoirs can be a problem in some places. Some iron also comes from the poor condition of older mains. Very high concentrations of iron and manganese can cause discolouration of washing. The presence of iron and manganese has no health significance.

LBLHc 1538

1, Wakefield Mews, Eagley, Bolton. BL7 9DR



GROUND



1st FLOOR

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This Home Information Pack
has been compiled by



On Behalf of



WILLIAM THOMAS
ESTATE AGENTS

