



Home Information Pack

for

79a Preston Road
Brighton, East Sussex, BN1 4QG

Compiled on 27/08/2009



This Home Information Pack (HIP) has been produced by HIPs UK which is registered with the Property Codes Compliance Board as a subscriber to the HIP code



The Home Information Pack consists of the following components

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1. Index



Insert address of property to be sold below and include the post code:

79a Preston Road, Brighton, East Sussex, BN1 4QG

About this form:

* Under the Home Information Pack Regulations, you must include an index which lists all the documents included in your Home Information Pack.

* You may use this form as an index. Required documents need to be included in all case where relevant. Authorised documents do not. Please seek advice where necessary.

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

* The index to your Home Information Pack should be updated whenever the pack or a pack document is added or removed.

* Someone can complete this form on behalf of a seller.

* The Regulations also tell you what other documents must and may be in the Home Information Pack, and guidance on the Regulations is available at www.homeinformationpacks.gov.uk

Seller's check of this form:

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

Please check the boxes below to confirm that:

- ☒ This form has been completed by the sellers(s) or with their authority; and
- ☒ to the best of the seller's knowledge, the answers are true and accurate

1. Index



Document	Date	Included	Exemption	Other info
Index	27/08/2009	Yes		
Property information questionnaire	18/08/2009	Yes		
Property information questionnaire	18/08/2009	Yes		
Property information questionnaire	19/08/2009	Yes		
Energy performance certificate	26/08/2009	Yes		
Sale statement	18/08/2009	Yes		
Official copies of the individual registry	18/08/2009	Yes		
Official copies of title plan	18/08/2009	Yes		
Drainage and water enquiries	24/08/2009	Yes		
Local search	27/08/2009	Yes		
Summary	27/08/2009	Yes		Authorised document
Important Consumer Protection Information	27/08/2009	Yes		Authorised document

2. Property Information Questionnaire



Property Information Questionnaire

Part 1

About this form -

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 buyers 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.
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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 the property	79a Preston Road, Brighton, East Sussex, BN1 4QG
b. The name of the seller	Robert Worthington & Joanna Shea Wheeler
c. The date the PIQ was completed	19/08/2009
1. When was the property purchased?	[month: 4] [year: 2004]
2. Is your property a listed building or contained in a listed building?	No

2. Property Information Questionnaire

3. What council tax band is the property in?	B
4. What parking arrangements exist at your property?	
Garage	No
Allocated parking space	No
Driveway	No
On street	Yes
Resident permit	Yes
Metered parking	Yes
Shared parking	No
Other issues affecting the property	
5. Has there been any damage to your property as a result of storm or fire since you have owned it?	No
5a. If "yes", please give details	
6. If you have answered "yes" to question 5, was the damage the subject of an insurance claim?	
6a. If "yes", please state whether any of these claims are outstanding.	
7. Are you aware of any flooding at your property since you have owned it or before?	No
7a. If "yes", please give details	
8. Have you checked the freely available flood risk data at the Environment Agency's website (http://www.environment-agency.gov.uk/subjects/flood)?	Yes
8a. If "yes", please give details	Not at risk
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?	No
9a. If "yes", please give details of any guarantees relating to the work and who holds the guarantees.	
Utilities and services	
10. Is there central heating in your property?	Yes
10a. If "yes", please give details of the type of central heating (examples: gas-fired, oil fired, solid fuel, liquid gas petroleum).	Gas fired central heating
11. When was your central heating or other primary heating system last serviced?	Don't know
12. When was the electrical wiring in your property last checked?	[month: 6] [year: 2008]
13. Please indicate which services are connected to your property	
Electricity	Yes
Gas	Yes
Water mains or private water supply	Yes
Drainage to public sewer (if not connected please indicate whether there is a cesspool or septic tank)	Yes - public sewer
Telephone	Yes
Cable TV or Satellite	Yes
Broadband	Yes

2. Property Information Questionnaire



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?	No
14a. If yes, please give details of the nature of the work	
14b. Was building regulation approval obtained?	
14c. Was planning permission obtained?	
14d. Was listed building consent obtained?	
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).	
15. Have you had replacement windows, doors, patio doors or double glazing installed in your property?	Yes
15a. If "yes", please give details of changes and guarantees, if held.	Sash windows re-furbished and re-sealed. Some old panes replaced. Work was carried out in 2005.
Access	
16. Do you have right of access through any neighbouring homes, buildings or land?	Don't know
16a. If "yes", please give details	
17. Does any other person have a right of access through your property?	No
17a. If "yes", please give details	
Leasehold properties	
18. Is your property a leasehold property	Yes
18a. If "yes" complete Part 2 of this questionnaire. If no there is no need to complete Part 2 of this questionnaire.	
PART 2: LEASEHOLD PROPERTIES	
<p>Only complete this part if the property is a leasehold property.</p> <p>If the lease is a new one and has not yet been granted, please answer the questions based on the draft terms of the lease.</p> <p>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.</p>	
Additional information for leasehold properties	
19. What is the name of the person or organisation to whom you pay -	
19a. ground rent	DJ Majo Limited
19b. service charges (if different from (a) above)?	DJ Majo Limited
20. How many years does your lease have left to run?	71
21. How much is your current annual ground rent?	30
22. How much is your current annual service charge?	1491.48
23. How much is your current annual buildings insurance premium (if not included in the service charge)?	Included in service charge

2. Property Information Questionnaire



24. Are you aware of any proposed or ongoing major works to this property?	Yes
24a. If "yes", what type of works are they and what is the expected cost relating to this property (if known)?	Re-decoration of the outside of the exterior of the property is planned. We understand that this will be covered by the current level of service charges.
25. Does the lease prevent you from -	
25a. Sub-letting?	Don't know
25b. Keeping pets?	Don't know
26. Does the lease allow you to -	
26a. Use a car park or space?	No
26b. Have access to a communal garden (where applicable)?	No
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 persons use of the property?	Don't know
27a. If "yes", please give details	

Explanatory Notes to Numbered Items

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24. Leaseholders should have been notified of this as part of the required 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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Property Information Questionnaire

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All properties

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2. Is your property a listed building or contained in a listed building?	No

2. Property Information Questionnaire

3. What council tax band is the property in?	B
4. What parking arrangements exist at your property?	
Garage	No
Allocated parking space	No
Driveway	No
On street	Yes
Resident permit	Yes
Metered parking	Yes
Shared parking	No
Other issues affecting the property	
5. Has there been any damage to your property as a result of storm or fire since you have owned it?	No
5a. If "yes", please give details	
6. If you have answered "yes" to question 5, was the damage the subject of an insurance claim?	
6a. If "yes", please state whether any of these claims are outstanding.	
7. Are you aware of any flooding at your property since you have owned it or before?	No
7a. If "yes", please give details	
8. Have you checked the freely available flood risk data at the Environment Agency's website (http://www.environment-agency.gov.uk/subjects/flood)?	Yes
8a. If "yes", please give details	Not at risk
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?	No
9a. If "yes", please give details of any guarantees relating to the work and who holds the guarantees.	
Utilities and services	
10. Is there central heating in your property?	Yes
10a. If "yes", please give details of the type of central heating (examples: gas-fired, oil fired, solid fuel, liquid gas petroleum).	Gas fired central heating
11. When was your central heating or other primary heating system last serviced?	Don't know
12. When was the electrical wiring in your property last checked?	[month: 6] [year: 2008]
13. Please indicate which services are connected to your property	
Electricity	Yes
Gas	Yes
Water mains or private water supply	Yes
Drainage to public sewer (if not connected please indicate whether there is a cesspool or septic tank)	Yes - public sewer
Telephone	Yes
Cable TV or Satellite	Yes
Broadband	Yes

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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?	No
14a. If yes, please give details of the nature of the work	
14b. Was building regulation approval obtained?	
14c. Was planning permission obtained?	
14d. Was listed building consent obtained?	
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).	
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16. Do you have right of access through any neighbouring homes, buildings or land?	Don't know
16a. If "yes", please give details	
17. Does any other person have a right of access through your property?	No
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Leasehold properties	
18. Is your property a leasehold property	Yes
18a. If "yes" complete Part 2 of this questionnaire. If no there is no need to complete Part 2 of this questionnaire.	
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<p>Only complete this part if the property is a leasehold property.</p> <p>If the lease is a new one and has not yet been granted, please answer the questions based on the draft terms of the lease.</p> <p>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.</p>	
Additional information for leasehold properties	
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24a. If "yes", what type of works are they and what is the expected cost relating to this property (if known)?	Re-decoration of the outside of the exterior of the property is planned. We understand that this will be covered by the current level of service charges.
25. Does the lease prevent you from -	
25a. Sub-letting?	Don't know
25b. Keeping pets?	Don't know
26. Does the lease allow you to -	
26a. Use a car park or space?	No
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8. Have you checked the freely available flood risk data at the Environment Agency's website (http://www.environment-agency.gov.uk/subjects/flood)?	Yes
8a. If "yes", please give details	Not at risk
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12. When was the electrical wiring in your property last checked?	[month: 6] [year: 2008]
13. Please indicate which services are connected to your property	
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Telephone	Yes
Cable TV or Satellite	Yes
Broadband	Yes

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2. Property Information Questionnaire



24. Are you aware of any proposed or ongoing major works to this property?	Yes
24a. If "yes", what type of works are they and what is the expected cost relating to this property (if known)?	Re-decoration of the outside of the exterior of the property is planned. We understand that this will be covered by the current level of service charges.
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25a. Sub-letting?	Don't know
25b. Keeping pets?	Don't know
26. Does the lease allow you to -	
26a. Use a car park or space?	No
26b. Have access to a communal garden (where applicable)?	No
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 persons use of the property?	Don't know
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3. Energy Performance Certificate

Energy Performance Certificate



79a Preston Road
BRIGHTON
BN1 4QG

Dwelling type: Top-floor maisonette

Date of assessment: 24 August 2009


Date of certificate: 26 August 2009

Reference number: 2048-4058-6288-6061-5040


Total floor area: 103 m²

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

Energy Efficiency Rating

	Current	Potential
Very energy efficient - lower running costs		
(92 plus) A		
(81-91) B		
(69-80) C		
(55-68) D		
(39-54) E	41	51
(21-38) F		
(1-20) G		
Not energy efficient - higher running costs		
England & Wales	EU Directive 2002/91/EC	

Environmental Impact Rating (CO₂)

	Current	Potential
Very environmentally friendly - lower CO ₂ emissions		
(92 plus) A		
(81-91) B		
(69-80) C		
(55-68) D		
(39-54) E	46	54
(21-38) F		
(1-20) G		
Not environmentally friendly - higher CO ₂ emissions		
England & Wales	EU Directive 2002/91/EC	

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


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

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

	Current	Potential
Energy use	424 kWh/m ² per year	351 kWh/m ² per year
Carbon dioxide emissions	6.3 tonnes per year	5.1 tonnes per year
Lighting	£103 per year	£54 per year
Heating	£1074 per year	£925 per year
Hot water	£140 per year	£124 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 dwelling's energy performance.

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

Completed on 26/08/2009

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3. Energy Performance Certificate

79a Preston Road, BRIGHTON, BN1 4QG
26 August 2009 RRN: 2048-4058-6288-6061-5040

Energy Performance Certificate

About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by BRE Certification, to a scheme authorised by the Government. This certificate was produced using the RdSAP 2005 assessment methodology and has been produced under the Energy Performance of Buildings (Certificates and Inspections)(England and Wales) Regulations 2007 as amended. A copy of the certificate has been lodged on a national register.

Assessor's accreditation number: BREC201322
Assessor's name: James Davis
Company name/trading name: Aurora - EPC
Address: Top Floor Office, 79, Nevill
Avenue, Hove, East Sussex BN3 7NB
Phone number: 01273 723 706
Fax number:
E-mail address:
Related party disclosure: None

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

About the building's performance ratings

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

Not all buildings are used in the same way, so energy ratings use 'standard occupancy' assumptions which may be different from the specific way you use your 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 in the certificate describe how close this building could get to 100 if all the cost effective recommended improvements were implemented.

About the impact of buildings on the environment

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

The average household causes about 6 tonnes of carbon dioxide every year. Adopting the recommendations in this report can reduce emissions and protect the environment. You could reduce emissions even more by switching to renewable energy sources. In addition there are many simple 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.

3. Energy Performance Certificate

Recommended measures to improve this home's energy performance

79a Preston Road
BRIGHTON
BN1 4QG

Date of certificate: 26 August 2009
Reference number: 2048-4058-6288-6061-5040

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	Solid brick, as built, no insulation (assumed)	Very poor	Very poor
Roof	Roof room(s), no insulation (assumed) Pitched, no insulation	Very poor Very poor	Very poor Very poor
Floor	(other premises below)	-	-
Windows	Single glazed	Very poor	Very poor
Main heating	Boiler and radiators, mains gas	Good	Good
Main heating controls	Programmer and room thermostat	Poor	Poor
Secondary heating	Room heaters, wood logs	-	-
Hot water	From main system	Good	Good
Lighting	Low energy lighting in 11% of fixed outlets	Poor	Poor
Current energy efficiency rating		E 41	
Current environmental impact (CO ₂) rating			E 46

Low and zero carbon energy sources

The following low or zero carbon energy sources are provided for this home:

- Biomass secondary heating

3. Energy Performance Certificate

79a Preston Road, BRIGHTON, BN1 4QG
26 August 2009 RRN: 2048-4058-6288-6061-5040

Recommendations

Recommendations

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

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvement	
		Energy efficiency	Environmental
1 Increase loft insulation to 270 mm	£58	E 44	E 48
2 Low energy lighting for all fixed outlets	£36	E 46	E 48
3 Upgrade heating controls	£26	E 47	E 49
Sub-total	£120		
Higher cost measures			
4 Replace boiler with Band A condensing boiler	£94	E 51	E 54
Total	£214		
Potential energy efficiency rating		E 51	
Potential environmental impact (CO ₂) rating			E 54

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.

5 Replace single glazed windows with low-E double glazing	£59	E 54	D 57
6 50 mm internal or external wall insulation	£138	D 60	D 63
Enhanced energy efficiency rating		D 60	
Enhanced environmental impact (CO ₂) rating			D 63

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.

3. Energy Performance Certificate

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26 August 2009 RRN: 2048-4058-6288-6061-5040

Recommendations

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

Loft insulation laid in the loft space or between roof rafters to a depth of at least 270 mm will significantly reduce heat loss through the roof; this will improve levels of comfort, reduce energy use and lower fuel bills. Insulation should not be placed below any cold water storage tank, any such tank should also be insulated on its sides and top, and there should be boarding on battens over the insulation to provide safe access between the loft hatch and the cold water tank. The insulation can be installed by professional contractors but also by a capable DIY enthusiast. Loose granules may be used instead of insulation quilt; this form of loft insulation can be blown into place and can be useful where access is difficult. The loft space must have adequate ventilation to prevent dampness; seek advice about this if unsure. Further information about loft insulation and details of local contractors can be obtained from the National Insulation Association (www.nationalinsulationassociation.org.uk).

2 Low energy lighting

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

3 Heating controls (thermostatic radiator valves)

Thermostatic radiator valves allow the temperature of each room to be controlled to suit individual needs, adding to comfort and reducing heating bills provided internal doors are kept closed. For example, they can be set to be warmer in the living room and bathroom than in the bedrooms. Ask a competent heating engineer to install thermostatic radiator valves. Thermostatic radiator valves should be fitted to every radiator except the radiator in the same room as the room thermostat. Remember the room thermostat is needed as well as the thermostatic radiator valves, to enable the boiler to switch off when no heat is required.

Higher cost measures (typically over £500 each)

4 Band A condensing boiler

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

5 Double glazing

Double glazing is the term given to a system where two panes of glass are made up into a sealed unit.

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

3. Energy Performance Certificate

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Recommendations

Replacing existing single-glazed windows with double glazing will improve comfort in the home by reducing draughts and cold spots near windows. Double-glazed windows may also reduce noise, improve security and combat problems with condensation. Building Regulations apply to this work, so either use a contractor who is registered with a competent persons scheme¹ or obtain advice from your local authority building control department.

6 Internal or external wall insulation

Solid wall insulation involves adding a layer of insulation to either the inside or the outside surface of the external walls, which reduces heat loss and lowers fuel bills. As it is more expensive than cavity wall insulation it is only recommended for walls without a cavity, or where for technical reasons a cavity cannot be filled. Internal insulation, known as dry-lining, is where a layer of insulation is fixed to the inside surface of external walls; this type of insulation is best applied when rooms require redecorating and can be installed by a competent DIY enthusiast. External solid wall insulation is the application of an insulant and a weather-protective finish to the outside of the wall. This may improve the look of the home, particularly where existing brickwork or rendering is poor, and will provide long-lasting weather protection. Further information can be obtained from the National Insulation Association (www.nationalinsulationassociation.org.uk). It should be noted that planning permission might be required.

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 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.

4. Sale Statement



Insert address of property to be sold below and include the post code:

79a Preston Road, Brighton, East Sussex, BN1 4QG

About this form:

* Under the Home Information Pack Regulations, you must include an index which lists all the documents included in your Home Information Pack.

* You may use this form as an index. Required documents need to be included in all case where relevant. Authorised documents do not. Please seek advice where necessary.

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

* The index to your Home Information Pack should be updated whenever the pack or a pack document is added or removed.

* Someone can complete this form on behalf of a seller.

* The Regulations also tell you what other documents must and may be in the Home Information Pack, and guidance on the Regulations is available at www.homeinformationpacks.gov.uk

Seller's check of this form:

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

Please check the boxes below to confirm that:

- ☒ This form has been completed by the sellers(s) or with their authority; and
- ☒ to the best of the seller's knowledge, the answers are true and accurate

4. Sale Statement



Is the property a flat or a house?

- ☒ Flat/Maisonette
- ☐ House
- ☐ Bungalow

If it is a flat, what type of building is it in?

- ☐ Purpose built block
- ☒ Converted house

The property is (or will be):

- ☐ Freehold
- ☒ Leasehold
- ☐ Leasehold to include share of freehold
- ☐ Refer to solicitor

The title to the interest in the property being sold is:

- ☒ The whole of a registered estate
- ☐ Part of a registered estate
- ☐ The whole of an unregistered estate
- ☐ Part of an unregistered estate

Name(s) of seller:

Robert Worthington & Joanna Shea Wheeler

The capacity of the seller:

- ☒ Owner
- ☐ Representative of deceased
- ☐ Representative with the necessary authority to sell
- ☐ Developer

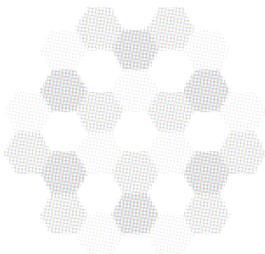
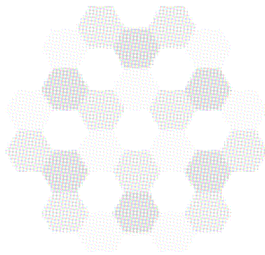
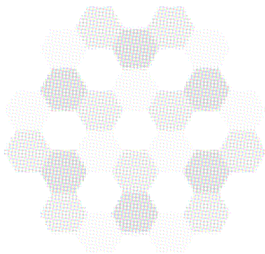
The property is being sold:

- ☒ Vacant
- ☐ 1+ occ in sub-div buildings

5. Title & Ownership

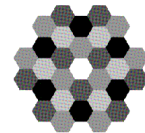
The electronic official copy of the register follows this message.

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



5. Title & Ownership

Land Registry



Official copy
of register of
title

Title number ESX69371

Edition date 13.02.2006

- This official copy shows the entries on the register of title on 18 Aug 2009 at 12:51:08.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 18 Aug 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, Portsmouth Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

BRIGHTON AND HOVE

- 1 (12.11.1981) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 79A Preston Road, Brighton (BN1 4QG).

NOTE: Only the first and second floors are included in the title.

- 2 Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 14 August 1981
Term : From 14 August 1981 to 29 September 2080
Rent : £30 and insurance and maintenance rent
Parties : (1) Lyndale Development Co
(2) Susan Jill Brookes
- 3 There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 4 The lessor's title is registered.
- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

5. Title & Ownership

Title number ESX69371

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 (05.07.2004) PROPRIETOR: JOANNA SHEA WHEELER and ROBERT WORTHINGTON of 79A Preston Road, Brighton BN1 4QG.
- 2 (05.07.2004) The price stated to have been paid on 26 April 2004 was £190,000.

C: Charges Register

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

- 1 A Conveyance of the freehold estate in the land in this title and other land dated 16 January 1873 made between (1) James Ireland and William Wallace Savage (2) Joseph Vinall and George William Bingham and (3) George Carter contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (05.07.2004) REGISTERED CHARGE dated 26 April 2004.
- 3 (05.07.2004) Proprietor: NATIONWIDE BUILDING SOCIETY of Nationwide House, Pipers Way, Swindon L SN38 1NW.
- 4 (05.07.2004) The proprietor of the Charge dated 26 April 2004 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 Conveyance dated 16 January 1873 referred to in the Charges Register:-

"AND the said George Carter doth hereby for himself his heirs executors administrators and assigns covenant with the said James Ireland and William Wallace Savage their heirs and assigns (and also as a separate covenant with the said Joseph Vinall and George William Bingham their heirs executors and administrators) that he the said George Carter his heirs or assigns will maintain and keep in good and sufficient repair all party and other walls And also will pay to the said James Ireland and William Wallace Savage their heirs and assigns on every First day of January commencing with the First day of January One thousand eight hundred and seventy two (until the same is rendered unnecessary by the adoption of the Local Government Act or of any Act of Parliament for effectuating the lighting and scavenging of the said Prince's Dairy Estate and the roads thereof) an annual sum of One pound ten shillings And will also on demand pay to the said James Ireland and William Wallace Savage their heirs and assigns the cost incurred by them in putting down the pavement in front of the said piece of land hereby conveyed and also of the kerb and water channel by the side of the said pavement And will not use or permit the said hereditaments to be used or occupied for any trade business or manufacture or as a Public or Private Lunatic Asylum or as an Inn Public House Beershop Warehouse or Livery Stable or for the sale of Ale Beer Wines or Spirits or for any other purpose than as a private residence without the written license of the said James Ireland and William Wallace Savage their heirs or assigns or do or suffer to be done anything whatever upon the premises which may be a nuisance annoyance or injury to the said James Ireland and William Wallace Savage their heirs or assigns or the owners tenants or occupiers of other parts of the said Princes Dairy Estate And will not at anytime hereafter heighten or alter the front elevation of the said messuage and buildings or the walls or fences of or enclosing the said premises or place any buildings on the area or forecourt of such dwellinghouse without the consent in writing of the said James Ireland and William Wallace Savage their heirs or assigns AND IT IS HEREBY DECLARED AND AGREED that the covenants on the part of the said George Carter hereinbefore contained shall run with the said premises so as to

5. Title & Ownership

Title number ESX69371

Schedule of restrictive covenants continued

bind the said George Carter his heirs and assigns and all future owners of the said premises and all persons claiming through or under him or them And the said James Ireland and William Wallace Savage their heirs and assigns shall at all times hereafter be entitled to enforce the said covenants in respect of the other remaining land of the said James Ireland and William Wallace Savage of which the land now conveyed forms part."

End of register

5. Title & Ownership

These are the notes referred to on the following official copy

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

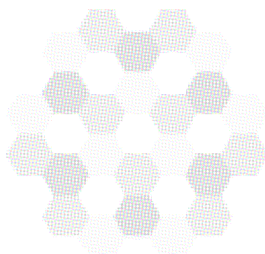
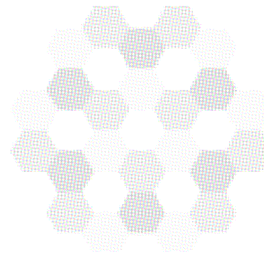
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

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 18 August 2009 shows the state of this title plan on 18 August 2009 at 12:50:57. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 7 - *Title Plans*.

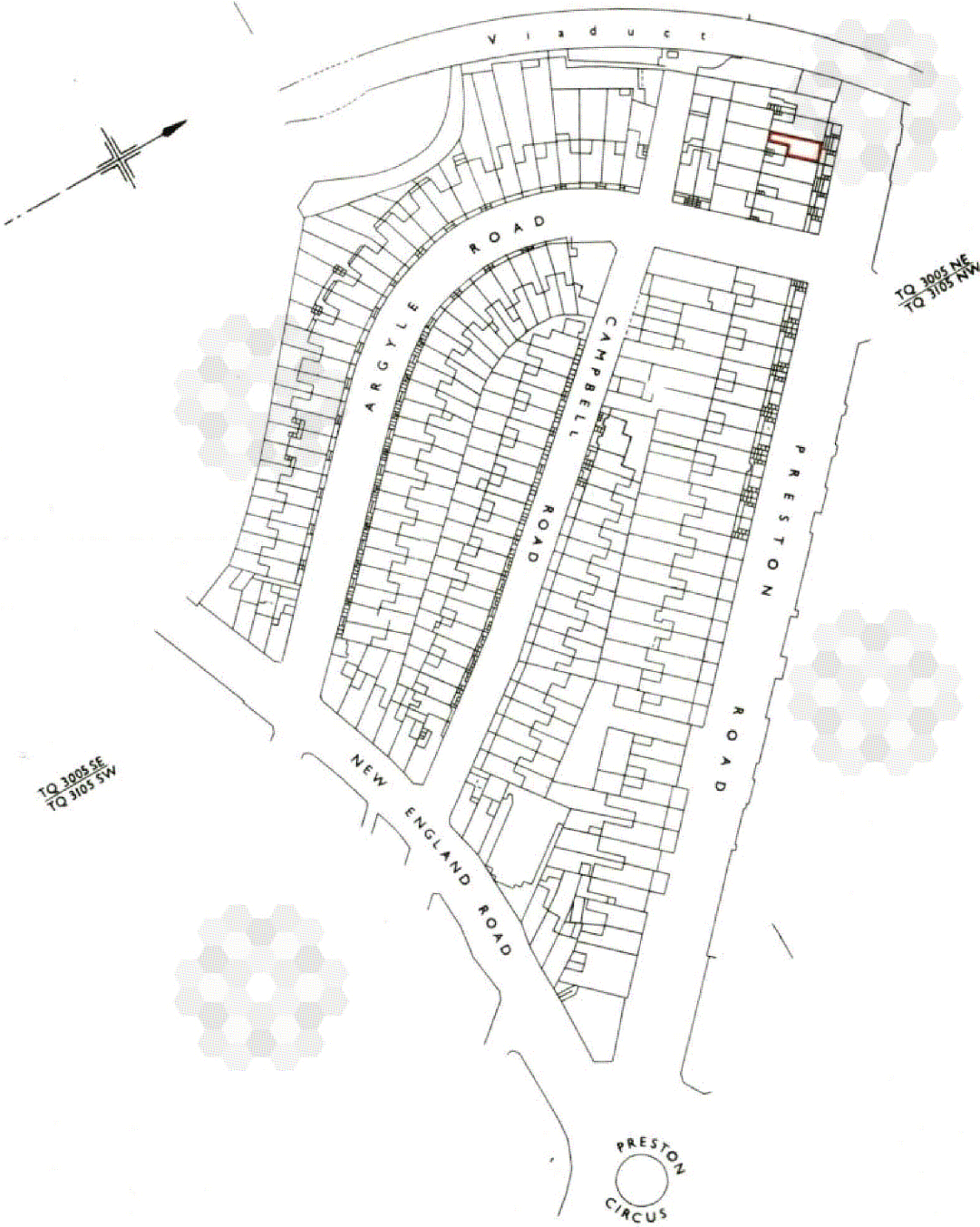
This title is dealt with by the Land Registry, Portsmouth Office .

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5. Title & Ownership

H.M. LAND REGISTRY		TITLE NUMBER	
		ESX69371	
ORDNANCE SURVEY PLAN REFERENCE	TQ 3105	SECTION N	Scale 1/1250
COUNTY EAST SUSSEX	DISTRICT BRIGHTON	© Crown copyright 1974	



6. Search Reports

Your Search Results :

79 A

Preston Road

Brighton

West Sussex

BN1 4QG



6. Search Reports



Searches UK LTD
First and Second Floor Offices, 84, High Street

Shoreham by Sea
West Sussex
BN43 5DB

Your Ref
1371
Our Ref
LS/U638419/G.G.
Date
22 Aug 2009
Contact
Tel 0845 270 0212

Dear Sir/Madam

Your Search Results: 79 A, Preston Road

Please find enclosed the results of your property search request. If you have any questions arising from the results please call our helpline on 0845 270 0212, which is open from 08.00 to 17.00hrs.

Yours faithfully

Alison Stickland
Southern Water Land Searches

**79 A
Preston Road
Brighton
West Sussex
BN1 4QG**

Southern Water Southern House Capstone Road Chatham ME5 7QA www.southernwater.co.uk
Southern Water Services Ltd Registered Office: Southern House Yeoman Road Worthing BN13 3NX Registered in England No. 2366670

6. Search Reports



Land Search: 79 A, Preston Road, Brighton, West Sussex, BN1 4QG
Ref: LS/U638419/G.G.
Date: 22 Aug 2009
Contact: Alison Stickland
Direct Line: 0845 270 0212

INTERPRETATION of Drainage and Water Search

- 1 This report complies with the terms and expressions identified in Part 1 of Schedule 8 of Statutory Instrument 2007 No. 1667.

ENQUIRIES AND RESPONSES

- 2 Q: This Drainage and Water search complies with the requirements of Statutory Instrument 2007 No.1667 Schedules 6 and 8 regulations 8(l) as it contains the enquiries and the appropriate responses set out in Part 2 of Schedule 8.

A: The Water companies records were searched by Alison Stickland of SOUTHERN WATER who has no, 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 Alison Stickland of Southern Water Services, Southern House, Capstone Road, Chatham, Kent ME5 7QA who has no nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

The following records were searched in compiling this report: the Map of Public Sewers, the Map of Waterworks, Water and Sewer Billing Records, Adoption of Public Sewer Records, Building Over Public Sewer Records, the Register of Properties subject to Internal Foul Flooding, the Register of Properties subject to Poor Water Pressure and the Drinking Water Register. All of these are either held by Southern Water Services Limited or the water company as appropriate.

Southern Water Services Limited is responsible in respect of the following:

- i. Any negligent or incorrect entry in the records searched;
- ii. Any negligent or incorrect interpretation of the records searched;
- iii. Any negligent or incorrect recording of that interpretation in the Search report; and
- iv. Any compensation payments in accordance with Schedule 6 Part 2, 7(b) and (c) of Statutory Instrument 2007 No. 1667.

The Complaints procedure in respect of this search report is attached.

Please refer to the attached Terms and Conditions.

Received Date : 19 Aug 2009 Response Date : 22 Aug 2009

6. Search Reports



PUBLIC SEWER MAP

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

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

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

2. The company is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.

3. 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.

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

FOUL WATER

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

A: Records indicate that foul water from the property drains to a public sewer.

1. Water Companies are not normally responsible for any private drains and sewers which 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.

2. 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.

3. 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.

SURFACE WATER

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

A: Records indicate that surface water from the property drains to a public sewer.

1. Water Companies are not normally responsible for private drains and sewers that connect the property to the public sewerage system and do not hold details of these.

2. 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.

3. In some cases water company records do not distinguish between foul and surface water connections to the public sewerage system.

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

5. 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.

Received Date : 19 Aug 2009 Response Date : 22 Aug 2009

6. Search Reports



PUBLIC ADOPTION OF SEWERS AND LATERAL DRAINS

6 Q: 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?

A: Records indicate that the sewers serving the development, of which this property forms part, are not subject of an application for adoption under S104 of the Water Industry Act 1991. Where the property is part of an established development it would not normally be subject to an adoption agreement under Section 104 of the Water Industry Act 1991.

1. 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.

2. 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.

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

PUBLIC SEWERS WITHIN THE BOUNDARY OF THE PROPERTY

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

A: 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 laterals drains to be on the public sewer map. It is therefore possible for unidentified public sewers, disposal mains or lateral drains to exist within the boundaries of the property.

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

2. The presence of a public sewer running within the boundary of the property may restrict further development. The company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work.

3. 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.

PUBLIC SEWERS NEAR TO THE PROPERTY

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

A: The public sewer map included indicates that there is a public sewer within 30.48 metres (100 feet) of a building within the property.

1. 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.

2. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.

3. 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.

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6. Search Reports



BUILDING OVER A PUBLIC SEWER, DISPOSAL MAIN OR DRAIN

9 Q: 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?

A: There are no records in relation to any approval or consultation 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. 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.

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

MAP OF WATERWORKS

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

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

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

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

3. Water companies are not responsible for the 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.

4. The copy extract 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.

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

ADOPTION OF WATER MAINS AND SERVICES PIPES

11 Q: 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?

A: Records confirm that water mains or service pipes serving the property are not the subject of an existing adoption agreement or an application for such an agreement.

1. 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.

SEWERAGE AND WATER UNDERTAKERS

12 Q: Who are the sewerage and water undertakers for the area?

A: The sewerage undertaker for the area is Southern Water Services, Southern House, Yeoman Road, Worthing, Sussex BN13 3NX

The water undertaker for the area is Southern Water Services, Southern House, Yeoman Road, Worthing, West Sussex BN13 3NX

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CONNECTION TO MAINS WATER SUPPLY

13 Q: Is the property connected to mains water supply?

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

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

WATER MAINS, RESOURCE MAINS OR DISCHARGE PIPES

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

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

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

2. 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 to carry out work.

CURRENT BASIS FOR SEWERAGE AND WATER CHARGES

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

A: The charges are based on the rateable value of the property of 202 and the charge for the current financial year is £ 392.25.

1. 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.

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

CHARGES FOLLOWING CHANGE OF OCCUPATION

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

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

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

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

3. 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:

a. Watering the garden other than by hand (this includes the use of sprinklers).

b. Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.

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6. Search Reports



SURFACE WATER DRAINAGE CHARGES

17 Q: Is a surface water drainage charge payable?

A: Records confirm that a surface water drainage charge is payable for the property at £ 22 for each financial year.

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

2. Where surface water drainage 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 rebate of the surface water drainage charge. Details can be obtained from the Sewerage Undertaker.

WATER METERS

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

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

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

Southern Water Services, Southern House, Yeoman Road, Worthing, West Sussex BN13 3NX

SEWERAGE BILLS

19 Q: Who bills the property for sewerage services?

A: The property is billed for sewerage services by Southern Water Services, Southern House, Yeoman Road, Worthing, Sussex BN13 3NX. Tel. 0845 272 0845 www.southernwater.co.uk

WATER BILLS

20 Q: Who bills the property for water services?

A: The property is billed for water services by Southern Water Services, Southern House, Yeoman Road, Worthing, West Sussex BN13 3NX

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6. Search Reports



RISK OF FLOODING DUE TO OVERLOADING PUBLIC SEWERS

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

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

1. 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.

2. "Internal flooding" from the 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.

3. "At Risk" properties are those that the water company is required to include in the Regulatory Register that is reported annually to the Water Services Regulatory Authority. These are defined as properties that have suffered or are likely to suffer internal flooding from the 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.

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

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

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

7. 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 the private sewers and drains and the Sewerage Undertaker makes no comment upon this matter.

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6. Search Reports



RISK OF LOW WATER PRESSURE OR FLOW

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

A: 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.

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

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

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

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

The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served.

For two properties, a flow of 18 litres/minute at a pressure of 10metres head on the customers' side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing handbook.

5. Allowable exclusions

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

6. Abnormal demand:

This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected.

Companies should exclude from the reported DG2 figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year companies may exclude, for each property, up to five days of low pressure caused by peak demand.

7. Planned maintenance:

Companies should not report under DG2 low pressures caused by planned maintenance.

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

8. One-off incidents:

This exclusion covers a number of causes of low pressure; mains bursts; Failures of company equipment (such as PRVs or booster pumps);

Firefighting; and Action by a third party. However, if problems of this type affect a property frequently, they cannot be

classed as one-off events and further investigation will be required before they can be excluded.

9. Low pressure incidents of short duration:

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

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6. Search Reports



WATER QUALITY ANALYSIS

23 Q: 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

A: The analysis confirmed that tests failed to meet the standards prescribed by the 2000 Regulations or the 2001 Regulations in relation to another substance or substances, please find a report attached.

1. Water companies have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000.

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

2. 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.

3. Water quality is normally tested at the tap used for domestic consumption normally the kitchen. However, the householder is responsible for any of 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.

4. If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your water company (give contact details) for further advice.

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

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

7. If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact the company (see below) for further advice.

WATER QUALITY STANDARDS

24 Q: 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.

A: There are no such authorised departures for the water supply zone.

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

2. Please contact your water company if you require further information.

SEWERAGE TREATMENT WORKS

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

A: The nearest sewage treatment works is 6.06 kilometres West of the property. The name of the sewage treatment works is SHOREHAM WTW, which is responsibility of Southern Water Services, Southern House, Capstone Road, Chatham, Kent ME5 7QA company.

1. The nearest sewerage treatment works will not always be the sewerage treatment works serving the catchment within which the property is situated.

2. The Sewerage undertaker's records were inspected to determine the nearest sewerage treatment works.

3. It should be noted therefore that there may be private sewerage treatment works closer than the one detailed above that have not been identified.

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6. Search Reports

DRAINAGE & WATER ENQUIRY (DOMESTIC). **TERMS AND CONDITIONS**

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

Definitions

'The Company' means Southern Water Services Limited who produces the Report.

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

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

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

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

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

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

1.0 Agreement

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

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

2.0 The Report

2.1 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:-

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

2.3 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.

2.4 The information contained in the Report is based upon the accuracy of the address supplied by the Customer or Client.

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

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

3.0 Liability

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

3.2 Where a report is requested for an address falling within a geographical area where two different companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by either company will remain with that company in respect of the accuracy of the information supplied. A company supplying information which has been provided to it by another company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the company from which the information was obtained.

3.3 The Report is produced only for use in relation to individual domestic property transactions which require the provision of drainage and water information pursuant to the provisions of the Home Information Pack Regulations and cannot be used for commercial development of domestic properties or commercial properties for intended occupation by third parties. When the Report is used for land only transactions the Company's entire liability (except to the extent provided by clause 3.4) in respect of all causes of action arising by reason of or in connection with the Report (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) shall be limited to £5,000.

3.4 The Company shall accept liability for death or personal injury arising from its negligence.

6. Search Reports

4.0 Copyright and Confidentiality

4.1 The Customer the Client and the Purchaser acknowledge that the Report is confidential and is intended for the personal use of the Client and the Purchaser. The copyright and any other intellectual property rights in the Report shall remain the property of The Company. No intellectual or other property rights are transferred or licensed to the Customer the Client or the Purchaser except to the extent expressly provided

4.2 The Customer or Client is entitled to make copies of the Report but may only copy Ordnance Survey mapping or data contained in or attached to the Report, if they have an appropriate licence from the originating source of that mapping or data

4.3 The Customer the Client and the Purchaser agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.

4.4 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.

4.5 The Customer the Client and the Purchaser agree to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by either of them of the terms of paragraphs 4.1 to 4.4 inclusive.

5.0 Payment

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

6.0 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 the Clients or the Purchasers statutory or any other rights of access to the information contained in the Report.

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

These Terms & Conditions are available in larger print for those with impaired vision.

6. Search Reports

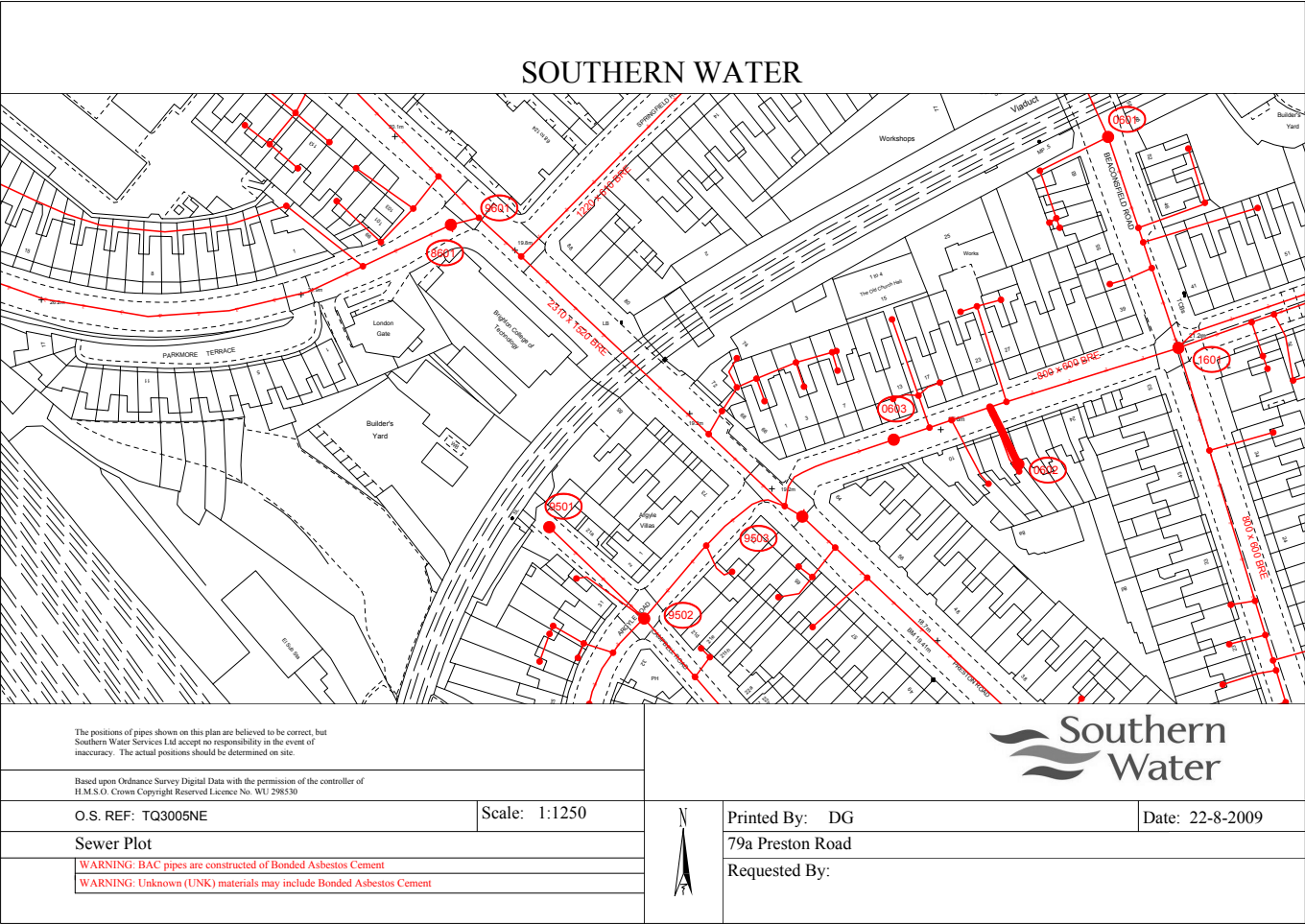
Southern Water: Residential Drainage and Water Search. Complaint Procedure

As a minimum standard

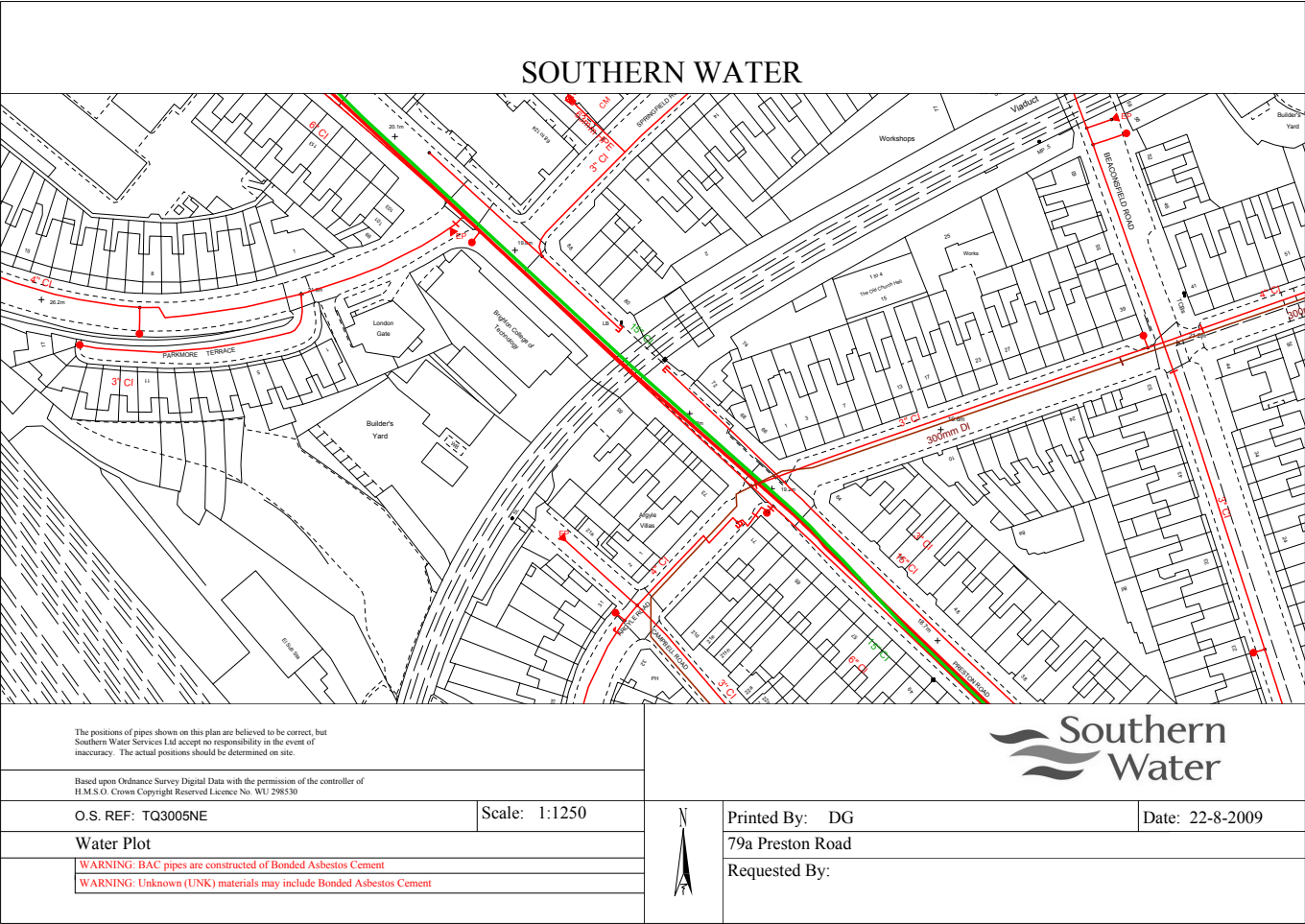
1. We will endeavour to resolve any telephone contact at the time of the call, however, if that is not possible, we will advise you on how soon we can respond. If you are not happy with our initial response, we will advise you to write in via email, fax or letter explaining the reasons why you are not satisfied.
2. We will investigate and research the matter in detail and provide a written response within 5 working days of receipt of your written complaint.
3. Depending on the scale of investigation required, we will keep you informed of the progress and update you with new timescales if necessary.
4. If we deem your complaint to be justified, or we have made any substantial errors in your search result, we will automatically provide you with a revised search free of charge. We will also undertake such works to put things right as may be reasonably possible; and we will take this action as soon as is reasonably practical. Customers will be kept informed of the progress of any action required.

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

6. Search Reports



6. Search Reports



6. Search Reports



Land Searches Map Legend

Sewer

Pipe Line Styles/Colours

	Foul Sewer
	Foul Rising Main
	Foul Syphon Sewer
	Foul Vacuum Sewer
	Foul Trunk Sewer
	Foul Tank Sewer
	Surface Water Sewer
	Surface Water Rising Main
	Surface Water Syphon Sewer
	Surface Water Trunk Sewer
	Surface Water Tank Sewer
	Culverted Watercourse
	Combined Sewer
	Combined Rising Main
	Combined Syphon Sewer
	Combined Trunk Sewer
	Combined Tank Sewer
	Treated Effluent
	Treated Effluent Rising Main
	Sludge Rising Main
	Flow Direction Arrows (All Styles)
	As above line styles but decommissioned
	(Yellow) As above line styles but private
	Access Shaft – Personnel Only

Boundary Line Styles/Colours

	Catchment Boundary
	Sub-Catchment Boundary
	Section 104 Agreement Area
	Building Over Agreement Area

Materials

AK Alkathene	GRP Glass Reinforced Plastic
BAC Bonded Asbestos Cement *	MAC Masonry in regular courses
BRE Brick (Engineering)	MAR Masonry in random courses
BRC Brick (Common)	PE Polyethylene
CC Concrete Box Culvert	PF Pitch Fibre
CI Cast Iron	PP Polypropylene
CO Concrete (In-Situ)	PVC Polyvinyl Chloride
CP Concrete (Pre-Cast)	RPM Reinforced Plastic Matrix
CSB Concrete Segments (Bolted)	SI Spun Iron
CSU Concrete Segments (Un-Bolted)	ST Steel
DI Ductile Iron	VC Vitrified Clay
GRC Glass Reinforced Concrete	UNK Unknown*

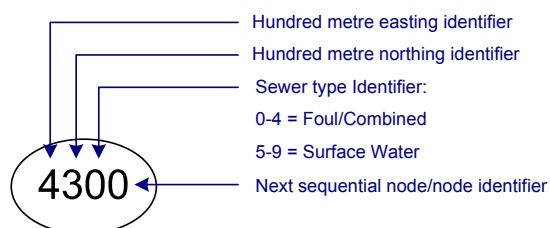
*Warning
BAC Pipes are constructed of Bonded Asbestos Cement
UNK Pipes are may be constructed of Bonded Asbestos Cement

Symbols

Surface	Foul	Combined	
			Label Ellipse
			Manhole
			Dummy/S.24 Manhole
			Manhole Backdrop
	n/a	n/a	Catchpit
	n/a	n/a	Soakaway
	n/a	n/a	Balancing Pond
			Rodding Eye
			Washout
			Flushing Chamber Mn-E
			Flushing Chamber No-E
			Hatch Box
			Lamphole
			Interceptor Chamber
			Blind Shaft
			Storm Tank
			Vortex Chamber
			Vent
			Vent Column
			Other/Unknown
			Penstock
	n/a		Cascade
			Change Node
			Pumping Station
			Micro Pumping Station
			Air Valve
			Valve
			Reflux Valve
			Anti-Flood Device
			Blank End
			Head of Public Sewer
	n/a	n/a	Inlet
			Outfall
			Storm Overflow
			Treatment Works

Other symbols or text may be visible which are not shown here.
These are used for Southern Water operational guidance only.

Node Referencing System



6. Search Reports



Land Searches Map Legend

Water

Pipe Line Colours

Water mains are coloured according to their supply (reservoir) zone

Water mains appear in the following colours:

	Orange
	Cyan
	Red
	Brown
	Green
	Blue
	Magenta
	Pink
	Yellow (Private & Non-SWS Only)

Pipe Line Styles

	Distribution Main
	Fire Main
	Communication Pipe
	Trunk Main
	Raw Water Main
	Non-Potable Water Main
	Proposed Main
	Decommissioned Main
	Private & Non-SWS

Materials

AK Alkathene	LEAD Lead
BAC Bonded Asbestos Cement *	PE Polyethylene
BP Black Polythene	PEB Polyethylene Barrier
C Copper	PF Pitch Fibre
CI Cast Iron	PSC Plastic/Steel Composite
CO Concrete	PVC (Unplast) Polyvinyl Chloride
CPS Concrete (Pre-Stressed)	RPM Reinforced Plastic Matrix
CSB Concrete Segments (Bolted)	SI Spun (grey) Iron
CSU Concrete Segments (Un-Bolted)	ST Steel
DI Ductile Iron	VC Vitrifified Clay
DS Ductile Sleeved	UNK Unknown*
GI Galvanised Iron	
GRC Glass Reinforced Concrete	
GRE Glass Reinforced Epoxy	
GRP Glass Reinforced Plastic	
HDPE High Density Polyethylene	
HPE High Performance Polyethylene	
HPE-PL High Performance Polyethylene - "Protectaline"	
MDPE Medium Density Polyethylene	

*Warning
BAC Pipes are constructed of Bonded Asbestos Cement
UNK Pipes are may be constructed of Bonded Asbestos Cement

Symbols

Fittings (Valves, Meters etc.)	
	Sluice Valve
	Sluice Valve (Clockwise closing)
	Closed Valve
	District Meter Area Valve (Closed)
	Butterfly Valve
	Motorised Valve
	Air Valve
	Reflux Valve
	Non-Return Valve
	Pressure Sustaining Valve
	Pressure Reducing Valve
	Fire Hydrant
	Washout Hydrant
	Washout Empty Valve
	Emptying Plug
	District Flow Meter
	Bulk Flow Meter
	Customer Meter
	Stop Valve
	Boundary MSM Box
	Insertion Flow Meter Point
	Swab Insertion Point
	Access Point
	Anode
	Leak Noise Correlator Survey Point
	Change Node
	Capped End
	Junction
Operational Sites	
	Booster Station
	Service Reservoir
	Surface Reservoir
	Water Tower
	Water Supply Works
	Break Pressure Tank
	Contact Tank
	Bore Hole
	Abstraction Point
	Raw Water Transfer Station

Other symbols or text may be visible which are not shown here.
These are used for Southern Water operational guidance only.

6. Search Reports



Water Quality report for Southern Water quality supply zone S 507

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

Parameter tested	No. of samples taken	No. of samples failed
Aluminium	8	1
Iron	8	1

Please note these samples are NOT house specific. They refer to samples taken from a large water zone.

Random water sampling is carried out regularly from customer's taps & the test results accumulated for each water supply zone. The chances of this result being from the actual search property address are very low.

Southern Water investigate all infringements of water quality standards thoroughly & take appropriate action to resolve any problems. All failures are followed up & re-tested.

If there was any risk to public health from the quality of drinking water supplied the Company would inform customers immediately & advise them not to drink the water until the risk had been removed.

Key facts on water quality

Here are some key facts on substances that customers may be concerned about.
For more detailed information visit www.southernwater.co.uk or telephone 0845 278 0845

Aluminium

Aluminium occurs naturally in the environment & can also come from cooking utensils & some treatment works.

Coliform bacteria

These bacteria are usually harmless in themselves but if present can show that there is a possibility of contamination of drinking water. Some of the bacteria we find are from dirty taps in houses but in all cases where bacteria are found we respond urgently to ensure supplies are safe.

Iron

Iron is found naturally in some underground water. Some companies install treatment to remove it where levels are high. It does not cause health problems.

6. Search Reports

Nickel

Nickel occurs widely in the environment & is a natural constituent of food & water. Traces found in drinking water often emanate from coatings on modern tap fittings.

Taste

A panel regularly conducts taste tests on drinking water against a standard. This may reveal a "tcp" chlorine taste, metallic taste or bitterness due to copper plumbing, a plastic taste from plastic pipework etc.

Trihalomethanes

Trihalomethanes can occur as a by product of chlorination when organic substances such as humus are also present.

6. Search Reports

Private Search on 79a Preston Road, Brighton, West Sussex BN1 4QG
Case 145320 / Search 337307



Private Search of Local Land Charges Register

Private Local Authority Search

Date of Order: 20/08/2009

Date of Completion: 26/08/2009

Case/Search Number: 145320 / 337307

Reference Number: 1371

PROPERTY MADE SUBJECT TO SEARCH

79a Preston Road
Brighton
West Sussex BN1 4QG

CLIENT DETAILS

Searches UK (CLIENT)
First and Second Floor Offices 84 High Street
Shoreham-By-Sea
West Sussex BN43 5DB
Tel: 0845 241 1815 / 01273 455451
Fax: 0845 241 1817
searches@searchesuk.co.uk
www.searchesuk.co.uk

Vendor: Not disclosed

Agent: Unknown

LOCAL AUTHORITY

Brighton & Hove City Council
King's House Grand Avenue
Hove
BN3 2LS

COMPILED BY & ENQUIRIES TO

Searches UK (AGENT)
First and Second Offices 84 High Street
Shoreham-By-Sea
West Sussex BN43 5DB
Tel: 0845 2411815
Fax: 0845 2411817
info@searchesuk.co.uk
www.searchesuk.co.uk

DELIVERED BY

Property Information Exchange Ltd
Wyvols Court
Swallowfield, Reading
Berkshire RG7 1WY
Tel: 01189 880770
Fax: 01189 880360
searches@pie-x.com
www.pie-x.com

SEARCH RESULTS

It is hereby confirmed that the search requested above revealed 0 subsisting registrations described in the schedule hereto up to and including the date of this report.
This search complies with "The Home Information Pack (No. 2) Regulations 2007" and as such can be included in a Home Information Pack.



6. Search Reports

Private Search on 79a Preston Road, Brighton, West Sussex BN1 4QG
Case 145320 / Search 337307



Local Land Charges Register

LOCAL LAND CHARGES REGISTER SUMMARY

Part One	General Finance Charge	None revealed
Part Two	Specific Finance Charge	None revealed
Part Three	Planning Charge	None revealed
Part Four	Miscellaneous Charges	None revealed
Part Five	Fenland Ways Maintenance Charge	None revealed
Part Six	Land Compensation Entries	None revealed
Part Seven	New Towns Charges	None revealed
Part Eight	Civil Aviation Charges	None revealed
Part Nine	Open Cast Coal Charges	None revealed
Part Ten	Listed Building Entries	None revealed
Part Eleven	Light Obstruction Notices	None revealed
Part Twelve	Land Drainage Schemes	None revealed

6. Search Reports

Private Search on 79a Preston Road, Brighton, West Sussex BN1 4QG
Case 145320 / Search 337307



LA Enq. (2007)

Part I Standard Enquiries

1 PLANNING AND BUILDING REGULATIONS

1.1 Planning & Building Regulation Decisions & Pending Applications

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

- | | | |
|--------|--|----------------|
| 1.1(a) | Planning Permissions | See attached |
| 1.1(b) | A Listed Building Consent | Not applicable |
| 1.1(c) | A Conservation Area Consent | Not applicable |
| 1.1(d) | A Certificate of Lawfulness of existing use or Development | |
| | There are no recorded entries in the planning register relating to this property | |
| 1.1(e) | A Certificate of Lawfulness of proposed use or Development | None |
| 1.1(f) | Building Regulations Approval | None revealed |
| 1.1(g) | A Building Regulation Completion Certificate | None revealed |
| 1.1(h) | Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme? | None |

How can copies be obtained?

BRIGHTON AND HOVE
CITY COUNCIL

1.2 Planning Designations and Proposals

- | | | |
|-----|---|----------------------------------|
| 1.2 | What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan? | WITHIN BUILT UP AREA
BOUNDARY |
|-----|---|----------------------------------|

2 ROADS

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

- | | | |
|------|---|----------------------------|
| 2(a) | Highways maintainable at public expense | PRESTON ROAD IS
ADOPTED |
| 2(b) | Subject to adoption and, supported by a bond or bond waiver | Not applicable |
| 2(c) | To be made up by a local authority who will reclaim the cost from the frontagers; or | Not applicable |
| 2(d) | To be adopted by the local authority without reclaiming the cost from the frontagers? | Not applicable |

3 OTHER MATTERS

3.1 Land required for Public Purpose

- | | | |
|-----|--|----|
| 3.1 | Is the property included in land required for public purposes? | No |
|-----|--|----|

3.2 Land to be acquired for Road Works

- | | | |
|-----|---|----|
| 3.2 | Is the property included in land to be acquired for road works? | No |
|-----|---|----|

3.3 Drainage Agreements and Consents

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6. Search Reports

Private Search on 79a Preston Road, Brighton, West Sussex BN1 4QG
Case 145320 / Search 337307



LA Enq. (2007)

Part I Standard Enquiries

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

- | | | |
|--------|---|------------------|
| 3.3(a) | An agreement to drain buildings in combination into an existing sewer by means of a private sewer; or | SEE HIP PACK |
| 3.3(b) | An agreement or consent for (i) a building, or (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main? | SEE HIP PACK |
| 3.3(c) | Please state the name and address of the sewerage undertaker/provider for the area.

Southern Water Services Ltd, Southern House, Yeoman Road, Worthing, Sussex, BN13 3NX | |
| 3.3(d) | Please state the name and address of the mains water supplier for the area.

Southern Water Services Ltd, Southern House, Yeoman Road, Worthing, Sussex, BN13 3NX | |
| | How can copies of relevant documentation be obtained? | COPY IN HIP PACK |

3.4 Nearby Road Schemes

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

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

3.5 Nearby Railway Schemes

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

3.6 Traffic Schemes

6. Search Reports

Private Search on 79a Preston Road, Brighton, West Sussex BN1 4QG
Case 145320 / Search 337307



LA Enq. (2007)

Part I Standard Enquiries

Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths (named in box B) which abut the boundaries of the property -

- | | | |
|--------|---|------|
| 3.6(a) | Permanent stopping up or diversion; | None |
| 3.6(b) | Waiting or loading restrictions; | |
| | Extension of residents parking scheme (Between Viaduct and Preston Park Avenue) | |
| 3.6(c) | One way driving; | None |
| 3.6(d) | Prohibition of driving; | None |
| 3.6(e) | Pedestrianisation; | None |
| 3.6(f) | Vehicle width or weight restricting; | None |
| 3.6(g) | Traffic calming works including road humps; | None |
| 3.6(h) | Residents parking controls; | |
| | Extension of residents parking scheme (Between Viaduct and Preston Park Avenue) | |
| 3.6(i) | Minor road widening or improvement; | None |
| 3.6(j) | Pedestrian crossings; | None |
| 3.6(k) | Cycle tracks; or | None |
| 3.6(l) | Bridge building? | None |

3.7 Outstanding Notices

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

- | | | |
|--------|--------------------|------|
| 3.7(a) | Building works; | None |
| 3.7(b) | Environment; | None |
| 3.7(c) | Health and safety; | None |
| 3.7(d) | Housing; | None |
| 3.7(e) | Highways; or | None |
| 3.7(f) | Public health? | None |

3.8 Contravention of Building Regulations

- | | | |
|-----|---|------|
| 3.8 | Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations | None |
|-----|---|------|

3.9 Notices, Orders, Directions and Proceedings under Planning Acts

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

- | | | |
|--------|------------------------|------|
| 3.9(a) | An enforcement notice; | None |
| 3.9(b) | A stop notice; | None |

6. Search Reports

Private Search on 79a Preston Road, Brighton, West Sussex BN1 4QG
Case 145320 / Search 337307



LA Enq. (2007)

Part I Standard Enquiries

3.9(c)	A listed building enforcement notice;	None
3.9(d)	A breach of condition notice;	None
3.9(e)	A planning contravention notice;	None
3.9(f)	Another notice relating to breach of planning control;	None
3.9(g)	A listed buildings repairs notice;	None
3.9(h)	In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;	None
3.9(i)	A building preservation notice;	None
3.9(j)	A direction restricting permitted development;	None
3.9(k)	An order revoking or modifying planning permission;	None
3.9(l)	An order requiring discontinuance of use or alteration or removal of building or works;	None
3.9(m)	A tree preservation order; or	None
3.9(n)	Proceedings to enforce a planning agreement or planning contributions?	None

3.10 Conservation Area

Do the following apply in relation to the property -

3.10(a)	The making of the area a Conservation Area before 31 August 1974; or	No
3.10(b)	An unimplemented resolution to designate the area a Conservation Area?	No

3.11 Compulsory Purchases

3.11	Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	No
------	---	----

3.12 Contaminated Land

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

3.12(a)	A contaminated land notice;	None
3.12(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	There are no entries in the register
3.12(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?	No

3.13 Radon Gas

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

The property is located within an area where less than 1% of properties in the area are affected

6. Search Reports

Private Search on 79a Preston Road, Brighton, West Sussex BN1 4QG
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LA Enq. (2007)

Part I Standard Enquiries

Further information about Radon Gas can be obtained from
<http://www.hpa.org.uk/radiation/radon/>

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6. Search Reports

Private Search on 79a Preston Road, Brighton, West Sussex BN1 4QG
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Sources

SPECIFIC INFORMATION SOURCES USED TO COMPLETE THIS REPORT

Inspection of the Planning Register.

Inspection of the Local or Unitary Development Plans.

Inspection of the Register of Adopted Highways.

Inspection of the Local and/or County Council websites.

Inspection of Government/Environment Agency websites.

Enquiries made verbally to a member of the Council.

Inspection of the Enforcement, Stop and breach of Conditions Register.

Please note that this Local Authority does restrict access to certain records.

6. Search Reports

[illegible]

6. Search Reports

Private Local Authority Search Report Terms & Conditions for HIP Compliant Searches

For the purposes of these terms and conditions any references to 'the company' means the compiler or deliverer shown on the front page and any third party organisations, search agencies, associates, partners or employees used during the course of legitimate business.

1. The company provides information and services relating to property searches carried out on properties in England and Wales only.
2. Search requests must be made via PiE-X, the company's proprietary on-line ordering system and include full postal address, location plan and the appropriate fee. Should no location plan be included, the company will not accept responsibility for any errors or omissions in the results of the search.
3. All of the company's third party organizations and search agencies work to the same Contract & Service Level Agreements and subscribe to the Search Code.
4. All searches are carried out by trained and competent Search Agents using reasonable care and skill so that all interested parties can rely on the report.
5. The information contained in the Local Authority Search Report has been obtained by a personal inspection of public and other registers made available by the local authority and any other relevant organisations in the public domain. The company accepts no responsibility for revealing incomplete or inaccurate information, where the error is a direct result of defective source material.
6. In the event that certain Con29 Part 1 questions cannot be answered due to Local Authority or other restrictions a note of the restriction and method of obtaining said answers will be included in the report.
7. Where information has been sourced from additional sources, the company will inform you of these sources within the report.
8. Where additional information forms an essential part of a search, it is the obligation of the client to inform the company at the outset.
9. Where such information is readily available at no cost, (e.g. adopted sewers, public rights of way etc.) it will be included within the results of a standard search with no charge.
10. Where such information is only available at an additional cost/time element, the company undertakes to inform the client of any additional fees that may be chargeable for obtaining such information up front.
11. Where the client requests 'copy documents' from the Local Authority, the company undertakes to inform the client in advance of any additional fees chargeable for this service.
12. Where the client requests additional Con 29 pt II enquiries the company undertakes to inform the client of any additional fees at the point of order.
13. The company aims to return all search results within five working days. However, this may not always be feasible due to Local Authority appointment systems or other reasons outside of the company's control. The company will not accept liability for any loss, financial or otherwise, incurred by the client, as a result of delayed search results.
14. Search Reports can be downloaded from the PiE-X web site. The company does not provide hard copies free of charge.
15. The client must update PiE-X to verify satisfactory receipt of the Search report within 7 days. In the event that no such update takes place, PiE-X will automatically complete the case after 7 days.
16. The Insured should be aware that this search report has the benefit of a property specific Insurance Policy as set out in the following pages of the report. The documentation should be read thoroughly before any contact is made with the parties mentioned in order to ensure the Insured does not render the Insurance Policy void or reduce a potential claim by their action as per 5.2 or 11 of the Insurance Policy. If the Insured wishes to make a claim as per the attached property specific Insurance Policy, the Insured must advise First Title in writing as soon as possible after becoming aware of any claim, or circumstance which might entitle that Insured to make a claim under the policy. Please see policy attached (specifically "Notification of a Claim" in paragraph 5). In the event that the Insured suffers a material loss due to
 - a. any negligent or incorrect entry in the records searched; Please revert to the Local Authority shown on the front page of the report under "Local Authority" or;
 - b. any negligent or incorrect interpretation of the records searched; Please revert to the Search Agent shown on the front page of the report under "Compiled By" or;
 - c. any negligent or incorrect recording of that interpretation in the search report; Please revert to the Search Agent shown on the front page of the report under "Compiled By"
17. The company and any third party Search Agents liability will be limited to an amount not exceeding £2 million in respect of any individual claim.
18. If the Client chooses not to disclose the value of the property in the order process, the company will assume the value is less than £2 million. If the Client subsequently discovers that the property value exceeds £2 million they must inform the company within 7 days of receipt of the Private Local Authority Search report. The company reserves the right to charge the Client an additional premium to cover the increased insurance risk.
19. Drainage information provided as part of the search report is taken from public sewer records and only reveals the position of the nearest public sewers. No guarantee is given or implied that the searched property is connected to the sewer identified. Clients are recommended to obtain a full Water Report from the relevant Water Company.
20. Invoices and statements are submitted electronically. The company does not provide hard copies.
21. Search Reports remain the property of the company until all agreed terms have been fulfilled.
22. The company reserves the right to withhold results until payment has been received.
23. In relation to 5(6) of the HIP regulations 2007 this search may be copied without infringing copyright law, provided 21 and 22 have been met.
24. All information held by the company is covered by the Data Protection Act.
25. Each search is deemed to be an individual contract governed by English Law.
26. The company maintains contractual relationships with clients and suppliers who are involved in the production of Home Information Packs and the conveyancing process in the UK; To the knowledge of the company no person who;
 - a. Conducted the search
 - b. Prepared the search reporthas any undeclared interest, personal or business relationship with any persons involved in the sale of the property. The company cannot accept any liability for failing to disclose these relationships where the involvement of any of the parties in the transaction was not made known to the company at the time of compiling the search.
27. The companies complaints procedure is shown below.

The Company has a formal procedure for handling complaints quickly and fairly. If you wish to make a complaint about our services, it will be handled as follows;

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

The complaint notification can be submitted to us in writing via post to; Property Information Exchange Ltd, 4/5 Hartley Mews, Hartley Wintney, Hampshire, RG27 8NX or via email to; admin@pie-x.com or by telephoning PiE on 01252 844 700. In order for us to deal with your complaint efficiently please summarise your concerns;

- Full name and company details where applicable
- Contact details
- Case number and address to which the complaint relates
- Full details of the complaint

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

6. Search Reports

Private Local Authority Search Report Terms & Conditions for HIP Compliant Searches

Property Information Exchange Ltd & The Complier are both registered with the Property Codes Compliance Board as subscribers to the search code.

Important Consumer Protection Information

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.



6. Search Reports

Form No SRIP 05/07



Search Report Insurance Policy for HIP Compliant Searches

Policy Holder: Property Information Exchange Limited

Policy Number: 60-009-00085200

1. Definitions

In this policy unless the context otherwise requires:

- 1.1 "Actual Loss" (which in the case of a Buyer and Potential Buyer will not exceed the amount either reasonably believes to be the value of the Land at the Policy Date and assuming residential use of the Land) means:
 - 1.1.1 in respect of a Buyer:
 - (a) the difference between the Market Value of the Land without an Adverse Entry and the Market Value as reduced by the effect of an Adverse Entry
 - (b) the cost of demolishing, altering or reinstating any part of the Land to comply with an order made by an Appropriate Body
 - (c) the amount required to pay any charges or other financial liabilities registered against the Land
 - 1.1.2 in respect of a Potential Buyer: any sums actually expended by the Potential Buyer in contemplation of buying the Land
 - 1.1.3 in respect of a Seller: actual financial loss
 - 1.1.4 in respect of a Lender: the difference between the amount of loan outstanding at the time the Lender becomes aware of an Adverse Entry and the amount recovered by the Lender on sale of the Land.
- 1.2 "Adverse Entry" means a matter affecting the Land which should be disclosed in the information provided by an Appropriate Body for the purpose of compiling a Search Report.
- 1.3 "Appropriate Body" means a local authority or other public body providing information to be included in a Search Report.
- 1.4 "Authorised Expenses" means any costs, legal fees and expenses that First Title is obliged to pay under this policy and has approved in writing.
- 1.5 "Bordereau" means the form supplied by First Title to the Policy Issuer recording insurance given in respect of individual residential properties insured under the terms of this policy.
- 1.6 "Buyer" means a person buying an interest in the Land relying upon a Search Report prepared in relation to the Land.
- 1.7 "First Title" means First Title Insurance plc.
- 1.8 "HIP" means a Home Information Pack produced by the Policy Issuer in accordance with the Home Information Pack Regulations 2007.
- 1.9 "Insured" means all or any of:
 - 1.9.1 a Buyer
 - 1.9.2 a Potential Buyer
 - 1.9.3 a Seller
 - 1.9.4 a Lender
- 1.10 "Know, Known or Knowing" means having actual knowledge and not constructive knowledge or notice which may be imparted by matters appearing in public records established by local government or other relevant public bodies.
- 1.11 "Land" means the interest in an individual residential property specified in the Bordereau.
- 1.12 "Lender" means a person or body making a loan to a Buyer secured over the Land.
- 1.13 "Market Value" means the average of valuations carried out by independent and suitably qualified valuers appointed respectively by the Insured making a claim and by First Title.
- 1.14 "Policy Issuer" means Property Information Exchange Limited who will not be an insured under this Policy.
- 1.15 "Potential Buyer" means a person other than a Buyer who receives a HIP from the Seller or his agent and who relies upon a Search Report contained in it in contemplation of buying the Land.
- 1.16 "Search Report" means a report providing the information required by Regulation 9(1) of the Home Information Pack Regulations 2007 obtained from a private search provider and not directly from an Appropriate Body and incorporated within a HIP.
- 1.17 "Seller" means a person selling the Land.
- 1.18 "Policy Date" means the date on which the Search Report was prepared.

2. Coverage Statement

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

- 2.1 indemnify each Insured against Actual Loss incurred by that Insured by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to that Insured in the Search Report; and/or
- 2.2 at First Title's option, defend the Insured(s) for the risks insured by this policy. First Title will also pay any Authorised Expenses that it incurs in that defence. First Title can end this duty to defend by exercising any of the options listed in paragraph 8 of this policy.

3. Exclusions

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

- 3.1 risks that:
 - 3.1.1 that Insured creates, allows or agrees to at any time
 - 3.1.2 are known to that Insured but not to First Title and do not appear in any records established by the Appropriate Bodies on or before the date of the Search Report
 - 3.1.3 do not cause that Insured any loss
 - 3.1.4 occur, come into existence or are recorded in public records established by an Appropriate Body after the Policy Date
 - 3.1.5 are disclosed to the Insured during negotiation, correspondence or in reply to enquiries before contract
- 3.2 environmental contaminants or hazardous waste on or under the Land and/or liability arising by reason of environmental protection legislation, whether or not its existence would have been disclosed in response to question 3.12(a) to (d) in Form CON29
- 3.3 radon gas on or under the Land, whether or not its existence would have been disclosed in response to question 3.13 in Form CON29.

4. Continuation of indemnity

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

5. Notification of a claim

5.1 An Insured must advise First Title in writing as soon as possible after that Insured becomes aware of any claim or circumstance which might entitle that Insured to make a claim under this policy. The Insured must inform First Title Insurance plc in any one of the following formats also quoting the reference being the policy number and SRIP 05/07

- 5.1.1 by post to Title House, 33-39 Elmfield Road, Bromley, Kent, BR1 1LT
- 5.1.2 by fax to First Title Insurance plc on 0208 315 1338
- 5.1.3 by e-mail to 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.

6. Search Reports

Form No SRIP 05/07



Search Report Insurance Policy for HIP Compliant Searches

Policy Holder: Property Information Exchange Limited

Policy Number: 60-009-00085200

7. Proof of loss

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

8. Settling claims and termination of liability

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

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

9. Determination and extent of liability

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

10. Limitation of First Title's Liability

First Title will not be liable to indemnify an Insured:

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

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

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

- 11.1 all payments under this policy except for Authorised Expenses;
11.2 the payment by any person of all or part of the debt or any other obligation secured by a mortgage or other charge over the Land or any voluntary, partial or full satisfaction or release of such mortgage or charge to the extent of the satisfaction or release; and/or
11.3 the amount by which an Insured's acts or omissions have increased First Title's liability or reduced First Title's ability to recover amounts from third parties provided always that the interest of any Insured will not be prejudiced by any act or default of another Insured (not being such Insured) which might otherwise invalidate or reduce the indemnity provided by the Policy.

12. Payment of loss

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

13. Subrogation

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

14. Liability limited to this policy

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

15. Severability

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

16. Governing law and jurisdiction

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

17. Cancellation rights

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

18. Notices

All notices required to be served on or given to First Title plc under this policy must include a reference SRIP 05/07 and the address of the Land and be delivered to the Claims Department, First Title Insurance plc, Title House, 33-39 Elmfield Road, Bromley BR1 1LT.

6. Search Reports

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Policy Summary for Search Report Insurance Policy

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

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

3. Type of insurance. The insurance given under the Search Report Insurance Policy protects against actual loss suffered because of any adverse circumstance which existed in the records of an Appropriate Body and affected the land at the Policy Date but was not fully disclosed in a search report compiled as part of a Home Information Pack (as defined in the Home Information Pack Regulations 2007). See Coverage statement in paragraph 2 of the policy.

4. What does the policy not cover? Among others, the insurance given under the Search Report Insurance Policy does not cover :
environmental contaminants or hazardous waste on or under the Land
loss or damage arising by reason of enforcement of environmental protection legislation
the existence of radon gas on or under the Land.

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

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

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

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

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

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

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

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

12. Price. The premium for the Search Report Insurance is £3.50 plus IPT

Status Disclosure

Property Information Exchange Limited 4/5 Hartley Mews Hartley Wintney Hampshire RG27 8NX

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? Property Information Exchange Limited is an appointed representative of First Title Insurance plc, which is authorised and regulated by the Financial Services Authority (FSA). First Title Insurance plc's FSA Registration number is 202103. Our permitted business is carrying out and effecting of 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

Demands & Needs Statement and Suitability

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 that you in the Search Report;

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

We only deal with First Title Insurance plc for Search Report Insurance. Our recommendation is based upon First Title Insurance plc being an insurance company authorised and regulated by the Financial Services Authority and a subsidiary of The First American Corporation, a Fortune 500 company listed on the New York Stock Exchange and are the world's leading provider of title information and property related services.

Please also refer to the attached policy summary and retain the document, along with this letter, for future reference.

7. Summary



Property

Address: 79a Preston Road

Year built: Not known

Bedrooms: 3

Tenure: Leasehold

Title & ownership

Findings

-

Recommendations

-

Search reports

Findings

-

Recommendations

-

Overall findings

Findings

-

Recommendations

-

8. Important Consumer Protection Information



IMPORTANT CONSUMER PROTECTION INFORMATION

This Home Information Pack (HIP) has been produced by Home Information Packs (UK) Ltd trading as HIPs UK of 56 Lansdowne Place, Hove, East Sussex BN3 1FG (Freephone: 08081 800 324, E-mail: info@hipsuk.co.uk which is registered with the Property Codes Compliance Board as a subscriber to the HIP Code.

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

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

The Code's main commitments

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

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

8. Important Consumer Protection Information



Keeping to the HIP Code

How HIP providers maintain compliance with the HIP Code is monitored independently by the Property Codes Compliance Board (PCCB). If you have a query or complaint about your HIP, you should raise it directly with the 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 HIP provider failing to keep to the Code.

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

IPCAS Contact Details:

Telephone: 020 7520 3800

Email: info@idrs.ltd.uk

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

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

8. Important Consumer Protection Information



HIPs UK

Complaints Procedure

Information for customers

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

- * Acknowledge it within 5 working days of receipt.
- * Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- * Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time.
- * Provide a final response, in writing, at the latest within 40 working days of receipt.
- * Liaise, at your request, with anyone acting formally on your behalf.

If you are not satisfied with our final response, you may refer the complaint to the Independent Property Codes Adjudication Scheme: Tel: 020 7520 3800, E-mail: info@idrs.ltd.uk.

We will co-operate fully with the independent adjudicator during an investigation and comply with the adjudicator's decision.

Complaints should be sent to:

HIPs UK
56 Lansdowne Place
Hove
East Sussex
BN3 1FG
E-mail: info@hipsuk.co.uk

IPCAS can be contacted at:
IDRS Ltd, 24 Angel Gate, City Road, London EC1V 2PT
Phone: 020 7520 3800
Fax: 020 7520 3829
E-mail: info@idrs.ltd.uk

Pack compiled by:

HIPs UK, 56 , Lansdowne Place, Hove, BN3 1FG

Tel: 01273 716440 Email: info@hipsuk.co.uk

Registered office:

30-34 North Street, Hailsham, East Sussex, BN27 1DW

Company number: 4905140

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A member of:

