



Home Information Pack  
for:

11 Ranelagh Villas  
Hove  
BN3 6HE





LEGAL  
BROKERS  
LIMITED

**LEGAL BROKERS LIMITED**

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

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

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

Legal Brokers Ltd





Home Information Pack Index for:  
 11 Ranelagh Villas  
 Hove  
 BN3 6HE

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



# Energy Performance Certificate



# Energy Performance Certificate



11, Ranelagh Villas

Dwelling type: Semi-detached house  
Date of assessment: 22 October 2008  
Date of certificate: 22 October 2008  
Reference number: 2828-4925-6270-5928-7024  
Total floor area: 198 m<sup>2</sup>

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This home's performance is rated in terms of the energy use per square metre of floor area, energy efficiency based on fuel costs and environmental impact based on carbon dioxide (CO<sub>2</sub>) emissions.

## Energy Efficiency Rating

	Current	Potential
Very energy efficient - lower running costs		
(92 plus) <b>A</b>		
(81-91) <b>B</b>		
(69-80) <b>C</b>		
(55-68) <b>D</b>		
(39-54) <b>E</b>		
(21-38) <b>F</b>	34	41
(1-20) <b>G</b>		
Not energy efficient - higher running costs		
<b>England &amp; Wales</b>	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.

## Environmental Impact (CO<sub>2</sub>) Rating

	Current	Potential
Very environmentally friendly - lower CO <sub>2</sub> emissions		
(92 plus) <b>A</b>		
(81-91) <b>B</b>		
(69-80) <b>C</b>		
(55-68) <b>D</b>		
(39-54) <b>E</b>		
(21-38) <b>F</b>	29	34
(1-20) <b>G</b>		
Not environmentally friendly - higher CO <sub>2</sub> emissions		
<b>England &amp; Wales</b>	EU Directive 2002/91/EC	

The environmental impact rating is a measure of a home's impact on the environment in terms of carbon dioxide (CO<sub>2</sub>) emissions. The higher the rating the less impact it has on the environment.

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

	Current	Potential
Energy use	423 kWh/m <sup>2</sup> per year	366 kWh/m <sup>2</sup> per year
Carbon dioxide emissions	15 tonnes per year	13 tonnes per year
Lighting	£168 per year	£88 per year
Heating	£1720 per year	£1571 per year
Hot water	£169 per year	£121 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 savings recommendations will evolve.

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



Certification mark

The address and energy rating of the dwelling in this EPC may be given to EST to provide information on financial help for improving its 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](http://www.energysavingtrust.org.uk/myhome)**

## About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by ECMK Ltd, to a scheme authorised by the Government. This certificate was produced using the RdSAP 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: ECMK200511  
Assessor's name: Mr Norman Williams  
Company name/trading name: Energy Assessment Agency  
Address: 25 Summerdown East Dean East Sussex  
Eastbourne BN20 0LE  
Phone number: 01323 423009  
Fax number: 01323 423009  
E-mail address: norman\_1938@hotmail.co.uk  
Related party disclosure: I am not related to the buyer nor seller

## 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 web site at [www.ecmk.co.uk](http://www.ecmk.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/epdb](http://www.communities.gov.uk/epdb)

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](http://www.communities.gov.uk/epbd) to:

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

## Recommended measures to improve this home's energy performance

11, Ranelagh Villas

Date of certificate: 22 October 2008

Reference number: 2828-4925-6270-5928-7024

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

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

Element	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Solid brick, as built, no insulation (assumed)	Very poor	Very poor
Roof	Pitched, no insulation (assumed)	Very poor	Very poor
Floor	Suspended, no insulation (assumed)	—	—
Windows	Partial double glazing	Very poor	Very poor
Main heating	Boiler and radiators, mains gas	Good	Good
Main heating controls	Programmer, room thermostat and TRVs	Average	Average
Secondary heating	Room heaters, coal	—	—
Hot water	From main system	Good	Good
Lighting	Low energy lighting in 10% of fixed outlets	Poor	Poor

**Current Energy efficiency rating**

**F 34**

**Current environmental impact (CO<sub>2</sub>) rating**

**F 29**

## Low and zero carbon energy sources

None

## Recommendations

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

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvement	
		Energy efficiency	Environmental impact
1. Low energy lighting for all fixed outlets	£61	F 36	F 29
Sub-total	£61		
<b>Higher cost measures</b>			
2. Replace boiler with Band A condensing boiler	£216	E 41	F 34
Total	£277		
<b>Potential Energy efficiency rating</b>		<b>E 41</b>	
<b>Potential environmental impact (CO<sub>2</sub>) rating</b>			<b>F 34</b>

## Further measures to achieve even higher standards

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

3. Replace single glazed windows with low-E double glazing	£93	E 44	F 37
4. 50 mm internal or external wall insulation	£278	E 53	E 46
5. Solar photovoltaic panels, 2.5 kWp	£150	D 58	E 50
<b>Enhanced Energy efficiency rating</b>		<b>D 58</b>	
<b>Enhanced environmental impact (CO<sub>2</sub>) rating</b>			<b>E 50</b>

Improvements to the energy efficiency and environmental impact ratings will usually be in step with each other. However, they can sometimes diverge because reduced energy costs are not always accompanied by a reduction in carbon dioxide (CO<sub>2</sub>) emissions.



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

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

### Lower cost measures (typically up to £500 each)

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

#### 1 Low energy lighting

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

### Higher cost measures (typically over £500 each)

#### 2 Band A condensing boiler

A condensing boiler is capable of much higher efficiencies than other types of boiler, meaning it will burn less fuel to heat this property. This improvement is most appropriate when the existing central heating boiler needs repair or replacement, but there may be exceptional circumstances making this impractical. Condensing boilers need a drain for the condensate which limits their location; remember this when considering remodelling the room containing the existing boiler even if the latter is to be retained for the time being (for example a kitchen makeover). Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is registered with a competent persons scheme<sup>1</sup>, 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. Building regulations apply to most measures. Building regulations approval and planning consent may be required for some measures. If you are a tenant, before undertaking any work you should check the terms of your lease and obtain approval from your landlord if the lease either requires it, or makes no express provision for such work.

#### 3 Double glazing

Double glazing is the term given to a system where two panes of glass are made up into a sealed unit. 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 scheme<sup>1</sup> or obtain advice from your local authority building control department.

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

#### 4 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](http://www.nationalinsulationassociation.org.uk)). It should be noted that planning permission might be required.

#### 5 Solar photovoltaic (PV) panels

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

### What can I do today?

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

- Ensure that you understand the dwelling and how its energy systems are intended to work so as to obtain the maximum benefit in terms of reducing energy use and CO<sub>2</sub> 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.
- 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.

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<sup>\*</sup> For information on competent persons schemes enter "existing competent persons schemes" into an internet search engine or contact your local Energy Saving Trust advice centre on 0800 512 012



Sale Statement for:  
11 Ranelagh Villas  
Hove  
BN3 6HE

**About this form:**

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

**Sellers check of this form**

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



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Statement		
1. Is the property a flat or a house		Flat (incl. maisonette)
	<b>X</b>	House (incl. bungalow)
2. If it is a flat, what type of building is it in?		Purpose built block
		Converted house
		Conversion of commercial premises
3. The property is (or will be)	<b>X</b>	Freehold
		Commonhold
		Leasehold starting (or likely to start) from.....and with....years left on the lease
4. The title to the interest in the property being sold is:	<b>X</b>	The whole of a registered estate
		Part of a registered estate
		The whole of an unregistered estate
		Part of an unregistered estate
5. Name(s) of seller	<b>X</b>	Susan and Peter Groves
6. The capacity of the seller	<b>X</b>	The owner or owners
		A representative with the necessary authority to sell the property for an owner who has died
		A representative with the necessary authority to sell the property for a living owner (i.e. with a power of attorney)
		Other (please give details)
7. The property is being sold:	<b>X</b>	With vacant possession
		Section 171 (2) of the Housing Act 2004 applies and part of the property is not being sold with vacant possession. Explanation of circumstances as follows;.....



# Evidence of Title



The electronic official copy of the register follows this message.

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





## Official copy of register of title

Title number ESX22841

Edition date 02.11.2007

- This official copy shows the entries on the register of title on 17 Oct 2008 at 16:13:08.
- 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 17 Oct 2008.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website [www.landregistry.gov.uk](http://www.landregistry.gov.uk) or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Portsmouth Office.

## A: Property Register

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

BRIGHTON AND HOVE

- 1 (19.05.1977) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 11 Ranelagh Villas, Hove (BN3 6HE) .
- 2 A Conveyance of the land in this title dated 11 March 1959 made between (1) Jean Wilson (Vendor) and (2) John Llewelyn Topping (Purchaser) contains the following provision:-  
  
"The separating walls on the North and West and East sides being party walls."

## 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 (20.09.2005) PROPRIETOR: SUSAN LINDA GROVES and PETER CHARLES GROVES of 11 Ranelagh Villas, Hove, E Sussex BN3 6HE.
- 2 (14.01.2004) The price stated to have been paid on 22 August 2003 was £499,000.
- 3 (20.09.2005) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

## C: Charges Register

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

## C: Charges Register continued

- 1 A Deed dated 13 February 1897 made between (1) Ellen Benet Stanford (2) Henry Arthur Fane and George Henry Gordon (3) Marmaduke Robert Jeffrey and the said George Henry Gordon (4) John Jackson Clark and (5) Charles Nye contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 2 A Conveyance dated 30 September 1897 made between (1) Charles Nye (2) Samuel Charles Smale and (3) Adolphe Drincqbier contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 3 (20.09.2005) REGISTERED CHARGE dated 2 September 2005.
- 4 (02.11.2007) Proprietor: BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC327000) of Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS.

End of register



**These are the notes referred to on the following official copy**

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

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

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

This official copy is issued on 17 October 2008 shows the state of this title plan on 17 October 2008 at 16:13:58. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide *19 - Title Plans and Boundaries*.

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

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# H. M. LAND REGISTRY

NATIONAL GRID PLAN

TQ 2805

SECTION

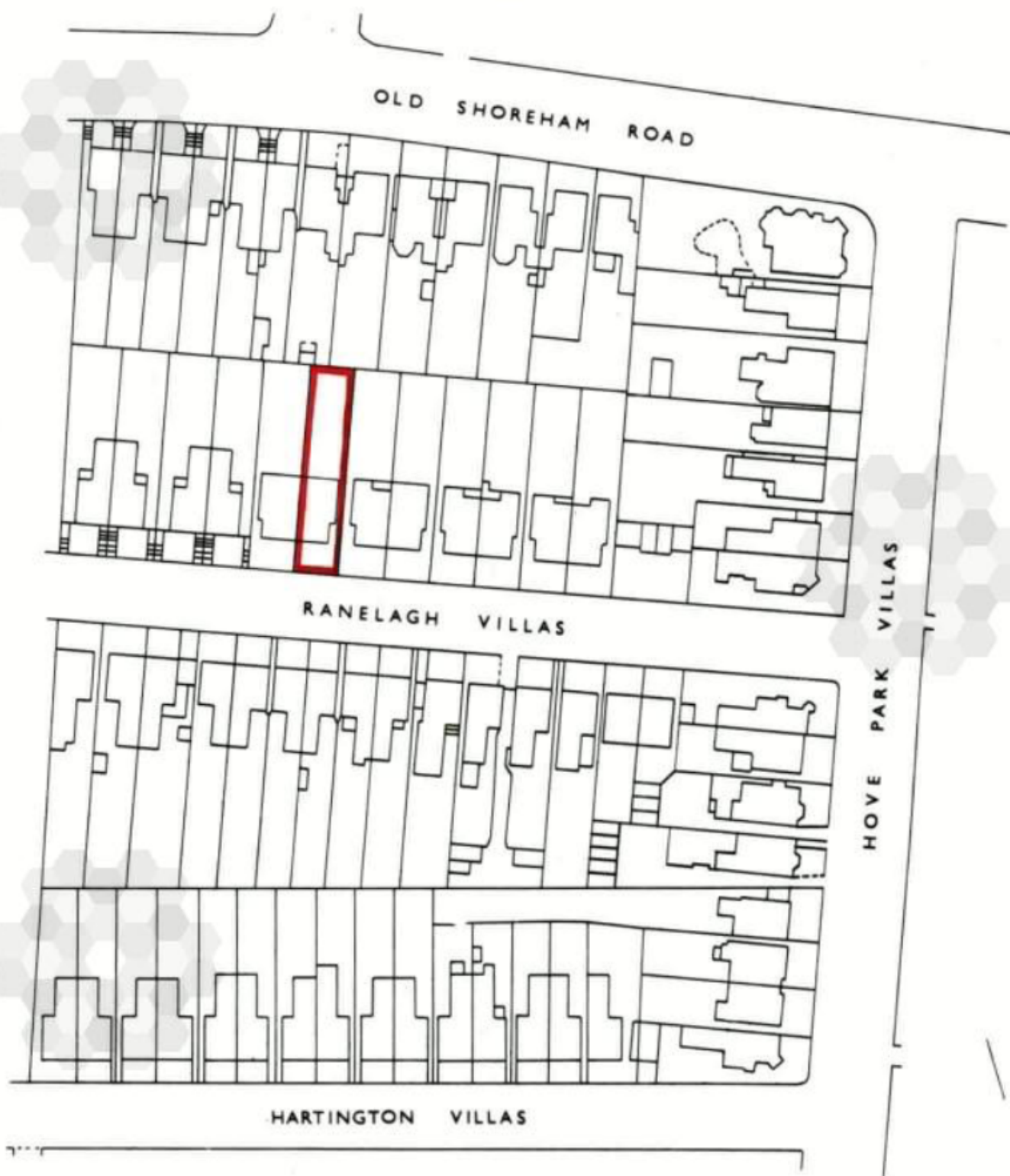
G

Scale 1/1250

ADMINISTRATIVE AREA BRIGHTON AND HOVE



TQ 2805 NW  
TQ 2805 NE



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TITLE No. **ESX 22841**



Standard Searches





# Search Report



## Legal Brokers

E-Mail: [joanne.pearce@legalbrokers.co.uk](mailto:joanne.pearce@legalbrokers.co.uk)

Our Reference: **XX/W643125**  
Your Reference: **LBLH 2400 11 Ranelagh Villas**  
Report Prepared by: **ECarter**

Date: **29/10/2008**

## REQUESTED FOR

Subjects:  
11 Ranelagh Villas  
  
Hove  
BN3 6HE

Council: **Brighton & Hove City Council**

Local Authority Code: **1445**

Search: **HIP LLC1 & Local Search**

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

**Freephone 0800 052 0117**

Yours Faithfully

**ONESEARCH DIRECT**



### SUMMARY OF SEARCH REPORT : 01100919

INVOICE NUMBER : E20524436

### LLC1 Search

It is hereby certified that the Search requested above reveals 0 registration/s described in the Schedule hereto and including the date of this search report

### LOCAL Search

#### 3. Planning and Building Regulation

Planning Permissions, Listed	No
Building/Conservation Area Consents	
Certificate of Lawfulness of Proposed Use or Development	No
Building Regulation Approvals/Completion Certificates	See main report

#### 4. Development Plans

Policies	Yes
Proposals	No
Recommendations	No

#### 5. Roads

Roads, Footways and Footpaths Maintained at Public Expense	Yes
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#### Other Matters

6. Land Required for Public Purposes	No
7. Land to be Acquired for Roadworks	No
8. Drainage Agreements and consents	Not Available
9. Nearby Road Schemes	No
10. Nearby Railway Schemes	No
11. Traffic Schemes	No
12. Outstanding Notices	None
13. Contravention of Building Regulations	No
14. Notice, Orders, Directions and Proceedings under Planning Acts	None
15. Conservation Areas not registered as a land charge	No
16. Compulsory Purchase	No
17. Contaminated Land	No
18. Radon Gas	Yes

## LLC1 Search

Subjects	<b>11, Ranelagh Villas, Hove, East Sussex, BN3 6HE.</b>
Date of Search Report:	<b>29/10/2008</b>
Search Report No:	<b>01100919</b>
Search Report Prepared by:	<b>ECarter</b>

## Charges on Register

## Local Search Enquiries

Subjects **11, Ranelagh Villas, Hove, East Sussex, BN3 6HE.**  
Date of Search Report: **29/10/2008**  
Search Report No: **01100919**  
Search Report Prepared by: **ECarter**

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

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

### Planning and Building Regulation Decisions and Pending Applications

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

Section 3 (a)	Planning Permissions	None
Section 3 (b)	Listed Building Consents	None
Section 3 (c)	Conservation Area Consents	None
Section 3 (d)	Certificate of lawfulness of existing use or development	None
Section 3 (e)	Certificate of lawfulness of proposed use or development	Not Available
Section 3 (f)	Building Regulations approvals	No
Section 3 (g)	Building Regulations completion certificate	No

#### Informative

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

#### Informative

*Where a response reads "Not Available" the question could not be answered as the information required was not made available by the relevant Local Authority. For further information, please contact **Brighton & Hove City Council, King's House, Grand Avenue, Hove, BN3 2LS.***

### Planning designations and Proposals

<b>4. 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?</b>		<b>Yes</b>
Brighton & Hove Local Plan	Consultative Draft	2000
Local Plan Policy	Brighton and Hove Boundary	
Local Plan Policy	Boundary of Built Up Area	

## Roads

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

(a) Highway Maintainable at Public Expense				Yes
Name	Carriageway	Footway	Footpath	Verge
Ranelagh Villas, Hove	Public	Public	None	None
(b) Subject to adoption and supported by a bond or bond waiver				No
(c) To be made up by a local authority who will reclaim the cost from the frontagers; or				Not Available
(d) To be adopted by a local authority without reclaiming the cost from the frontagers?				Not Available

#### Informative

Where a response reads "Not Available" the question could not be answered as the information required was not made available by the relevant Local Authority. For further information, please contact **Brighton & Hove City Council, King's House, Grand Avenue, Hove, BN3 2LS.**

## Land Required for Public Purposes

6. Is the property included in land required for Public Purposes? **No**

7. Is the property included in land to be acquired for road works? **No**

### 8. Do either of the following exist in relation to the property?

- |   |                      |
|---|----------------------|
| (a) An agreement to drain building in combination into an existing sewer by means of a private sewer  | <b>Not Available</b> |
| (b) An agreement or consent for:-<br>i. a building; or<br>ii. an extension to a building on the property,<br>to be built over in the vicinity of a drain, sewer or disposal main? | <b>Not Available</b> |

#### Informative

Where a response reads "Not Available" the question could not be answered as the information required was not made available by the relevant Local Authority. For further information, please contact **Brighton & Hove City Council, King's House, Grand Avenue, Hove, BN3 2LS.**

## Nearby Road Schemes

9. Is the property (or will it be ) within 200 metres of any of the following?	Not so far as is known
<p>(a) The centre line of a new trunk road or special road specified in any order, draft order or scheme;</p> <p>(b) The centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;</p> <p>(c) The outer limits of construction works for a proposed alteration or improvement to an existing road, involving-</p> <p>i) Construction of a roundabout (other than a mini-roundabout); or</p> <p>ii) Widening by construction of one or more additional traffic lanes;</p> <p>(d) The outer limits of-</p> <p>i) Construction of a new road to be built by a local authority</p> <p>ii) An approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or</p> <p>iii) Construction of a roundabout (other than a mini-roundabout) or widening by construction of one or more additional traffic lanes</p> <p>(e) The centre line of the proposed route of a new road under proposals published for public consultation; or</p> <p>(f) The outer limits of-</p> <p>i) Construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;</p> <p>ii) Construction of a roundabout (other than a mini-roundabout); or</p> <p>iii) Widening by construction of one or more additional traffic lanes, under proposals published for public consultation?</p>	

## Nearby Railway Schemes

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

11. Has a local authority approved but not yet implemented any of the following for roads, footways and footpaths which about the boundaries of the property -	Not so far as is known
<p>(a) Permanent stopping up or diversion;</p> <p>(b) Waiting or loading restrictions</p> <p>(c) One way driving</p> <p>(d) Prohibition of driving</p> <p>(e) Pedestrianisation</p> <p>(f) Vehicle width or weight restrictions</p> <p>(g) Traffic calming works including road humps</p> <p>(h) Residents parking controls</p> <p>(i) Minor road widening or improvement</p> <p>(j) Pedestrian crossings</p> <p>(k) Cycle tracks; or</p> <p>(l) Bridge building?</p>	



## Outstanding Notices

<b>12. 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-</b> (a) Building Works; (b) Environment; (c) Health and Safety; (d) Housing; (e) Highways; or (f) Public health?	<b>Not so far as is known</b>
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## Contravention of Building Regulations

<b>13. Has a local authority authorized in relation to the property any proceedings for the contravention of any provisions contained in building regulations</b>	<b>No</b>

## Notices, Orders, Directions and Proceedings under Planning Acts

<b>14. 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-</b>	
(a) Enforcement Notice	None
(b) Stop Notice	None
(c) Listed Building Enforcement Notice	None
(d) Breach of Condition Notice	None
(e) Planning Contravention Notice	None
(f) Other Notice relating to breach of planning control	None
(g) Listed Buildings Repair Notice	None
(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
(i) A Building Preservation Notice	None
(j) A direction restricting permitted development	None
(k) An order revoking or modifying permission	None
(l) An order requiring discontinuance of use or alteration or removal of buildings or works	None
(m) A Tree Preservation Order	None

(n)	Proceedings to enforce a planning agreement or planning contribution	None
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### Conservation Areas

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

### Compulsory Purchase

16. Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	Not so far as is known
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## Contaminated Land

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

No

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

### Informative

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

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

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

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

## Radon Gas

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

**Yes**

Yes, the property is in an area where 1-3% of homes are estimated to be at or above the Action Level. See the informative paragraph below for further information that sellers are recommended to provide.

### Informative

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

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

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

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

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

HIP Provider:

Legal Brokers

Solicitor/Conveyancer:

Legal Brokers

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

Search Prepared by:

ECarter

Local Authority Records Inspected by:

MDawson

## Notes

In this section "Subjects" means the property to which this Search Report relates.

### The Search Company

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

### Terms for Preparation of Search

4. This Search Report does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.
5. The information in this Search Report has been prepared following a search of (a) publicly available property related information held by the relevant local authority; and (b) property related information derived from the relevant local authority held by OneSearch. The name and address of the relevant local authority is **Brighton & Hove City Council, King's House, Grand Avenue, Hove, BN3 2LS..** The address of OneSearch is set out in paragraph 1 above in this Notes section. Copies of relevant documents held by the relevant local authority can be obtained by contacting the relevant local authority at the said address. Fees and contact information for obtaining copies of such documents are available on request by contacting OneSearch on 0800 052 0117 or by e-mailing [cs@onesearchdirect.co.uk](mailto:cs@onesearchdirect.co.uk) The searches from which this Search Report was prepared were completed on the date this Search Report was issued (the said date of issue being the date set on page 1 of the report.)

### Scope of Area Searched

6. Local Plan policies, proposals and recommendations: only those which apply directly to the Subjects of the search are disclosed.
7. Planning applications on the Subjects only, have been searched.
8. Where the Search Report shows "Not Available" in response to any question that means the question could not be answered as the information was not made available by the relevant local authority. If, as a result, information in existence prior to the completion of the Search Report is not disclosed and this results in financial loss, a claim may be made under the insurance taken out by OneSearch. (See under Liability and Insurance below)

### Definition of Search Terms

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

### Legal Issues

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

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

#### **Liability**

14. . The local authority will be liable for any negligent or incorrect entry in the records searched.
- . Onesearch Direct will be liable for any negligent or incorrect interpretation of the records searched.
- . Onesearch Direct will be liable for any negligent or incorrect recording of that interpretation in the search report.
15. You should be aware that the amount of financial compensation for which OneSearch may be liable in respect of this Search Report, and the liability under said insurance policy, is limited, as a maximum, to the amount the potential or actual buyer of the Subjects in question reasonably believed to be the value (for the purposes of residential use) of the Subjects at the time the Search Report was completed.
16. If the insurance company goes out of business, compensation may be available from the Financial Services Compensation Scheme (FSCS). The Financial Ombudsman Service may also provide help in resolving disputes involving insurance companies.

**Yours Faithfully**

**ONESEARCH DIRECT**

## **OneSearch Direct**

### **Complaints Procedure**

#### **Information for customers**

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

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

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

Complaints should be sent to:

cs@onesearchdirect.co.uk

**or**

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

0800 052 0117



### Important Consumer Protection Information

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

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

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

### The Code's main commitments

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

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

### Keeping to the Search Code

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

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

IPCAS Contact Details:

Telephone: 020 7520 3800

E-mail: [info@idrs.ltd.uk](mailto:info@idrs.ltd.uk)

You can also get more information about the PCCB and IPCAS from the PCCB website at: [www.propertycodes.org.uk](http://www.propertycodes.org.uk).

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



## SEARCH REPORT INSURANCE POLICY

Policy Issuer: SPH (Scotland) Limited

Policy Number : 60-021-000000

### 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 **"Conveyancer"** means a solicitor or licenced conveyancer acting for an Insured in relation to the purchase or sale of the Land or to a loan made to the Buyer for the purposes of purchasing the Land,
- 1.8 **"First Title"** means First Title Insurance plc.
- 1.9 **"HIP"** means a Home Information Pack produced by the Policy Issuer in accordance with the Home Information Pack Regulations 2007.
- 1.10 **"Insured"** means all or any of:
  - 1.9.1 a Buyer
  - 1.9.2 a Potential Buyer
  - 1.9.3 a Seller
  - 1.9.4 a Lender
- 1.11 **"Know, Known or Knowing"** means having actual knowledge and not constructive knowledge or notice which may be imparted by matters appearing in public records established by local government or other relevant public bodies.
- 1.12 **"Land"** means the interest in an individual residential property specified in the Bordereau.
- 1.13 **"Lender"** means a person or body making a loan to a Buyer secured over the Land.
- 1.14 **"Market Value"** means the average of valuations carried out by independent and suitably qualified valuers appointed respectively by the Insured
- 1.15 **"Policy Date"** means the date on which the Search Report was prepared.
- 1.16 **"Policy Issuer"** means SPH (Scotland) Limited trading as Onesearch and Onesearch Direct who will not be an insured under this Policy.
- 1.17 **"Potential Buyer"** means a person other than a Buyer who receives a HIP from the Seller or his agent and who relies upon a Search Report contained in it in contemplation of buying the Land.
- 1.18 **"Search Report"** means a report providing the information required by 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.
- 1.18 **"Seller"** means a person selling the Land.

### 2. Coverage Statement

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

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

### 3. Exclusions

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

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

### 4. Continuation of indemnity

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

### 5. Notification of a claim

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

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

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

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

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

#### **7. Proof of loss**

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

#### **8. Settling claims and termination of liability**

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

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

#### **9. Determination and extent of liability**

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

#### **10. Limitation of First Title's Liability**

First Title will not be liable to indemnify an Insured:

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

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

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

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

#### **12. Payment of loss**

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

#### **13. Subrogation**

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

#### **14. Liability limited to this policy**

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

#### **15. Severability**

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

#### **16. Governing law and jurisdiction**

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

#### **17. Cancellation rights**

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

#### **18. Notices**

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

## 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 £5.25 including IPT

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

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

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

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

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

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## **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 you in the Search Report, and against such a loss which you suffer because your conveyancer relies on a search obtained from OneSearch Direct;

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

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 the world's leading provider of title information and property related services.



**Your Search Results :**

**11**

**Ranelagh Villas**

**Hove**

**East Sussex**

**BN3 6HE**



**LandSearches**



OneSearch Direct  
DX512600 Glasgow 5

Your Ref  
D341221  
Our Ref  
LS/U566858/S.S.  
Date  
20 Oct 2008  
Contact  
Tel 0845 270 0212

Dear Sir/Madam

**Your Search Results: 11, Ranelagh Villas**

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

**11  
Ranelagh Villas  
Hove  
East Sussex  
BN3 6HE**

Land Search: 11, Ranelagh Villas, Hove, East Sussex, BN3 6HE  
Ref: LS/U566858/S.S.  
Date: 20 Oct 2008  
Contact: Alison Stickland  
Direct Line: 0845 270 0212

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## INTERPRETATION of Drainage and Water Search

- 1 This report complies with the terms and expressions identified in Part 2 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(1)) as it contains the enquiries and the appropriate responses set out in Part 2 of this 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.

## 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 does drain to the public sewerage system.

*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 does drain to the public sewer system.

*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.*



## 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? If so, what stage of the adoption process has been reached, and is the agreement supported by a bond?

A: The property is not subject to an adoption 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 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 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. (See supplied extract from the public sewer map.)

*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.*

## 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

## 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 278 and the charge for the current financial year is £ 507.55.

*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](http://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: The basis for the charges will change and will be based on a metered supply.

*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.*

## SURFACE WATER DRAINAGE CHARGES

17 Q: Is a surface drainage charge payable?

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

*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.

## 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

RISK OF FLOODING DUE TO OVERLOADING PUBLIC SEWERS
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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.*

RISK OF LOW WATER PRESSURE OR FLOW
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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.

## 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 all tests met the standards prescribed by the 2000 Regulations or the 2001 Regulations

*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 4.1 kilometres North South 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.*

## **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.



#### **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.**

**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.**



Water Quality pass report for Southern Water zone.

No samples failed during the calendar year ending 31/12/2007:-

**Parameter tested**

**No. of  
samples  
failed**

There were 0 failures recorded in this supply zone.

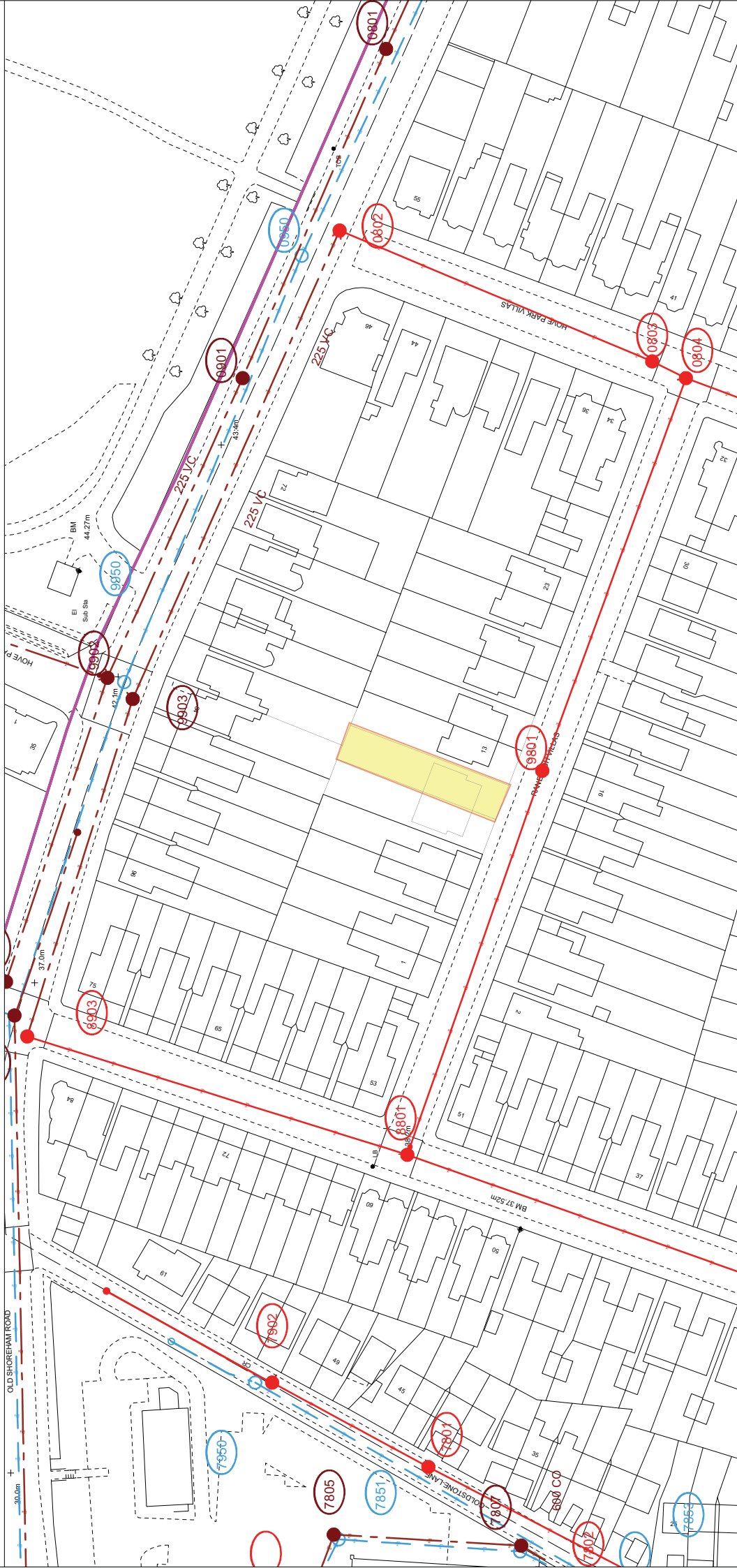
0

Southern Water investigate all infringements of water quality standards thoroughly & take appropriate action to resolve any problems. If there was any risk to public health from the quality of drinking water supplied the Company would inform customers immediately & advise them not to drink the water until the risk had been removed.

**Key facts on water quality**

For detailed information visit [www.southernwater.co.uk](http://www.southernwater.co.uk) or telephone 0845 278 0845

SOUTHERN WATER



The positions of pipes shown on this plan are believed to be correct, but Southern Water Services Ltd accept no responsibility in the event of inaccuracy. The actual positions should be determined on site.

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O.S. REF: TQ2805NE

Scale: 1:1250

Sewer Plot

WARNING: BAC pipes are constructed of Bonded Asbestos Cement

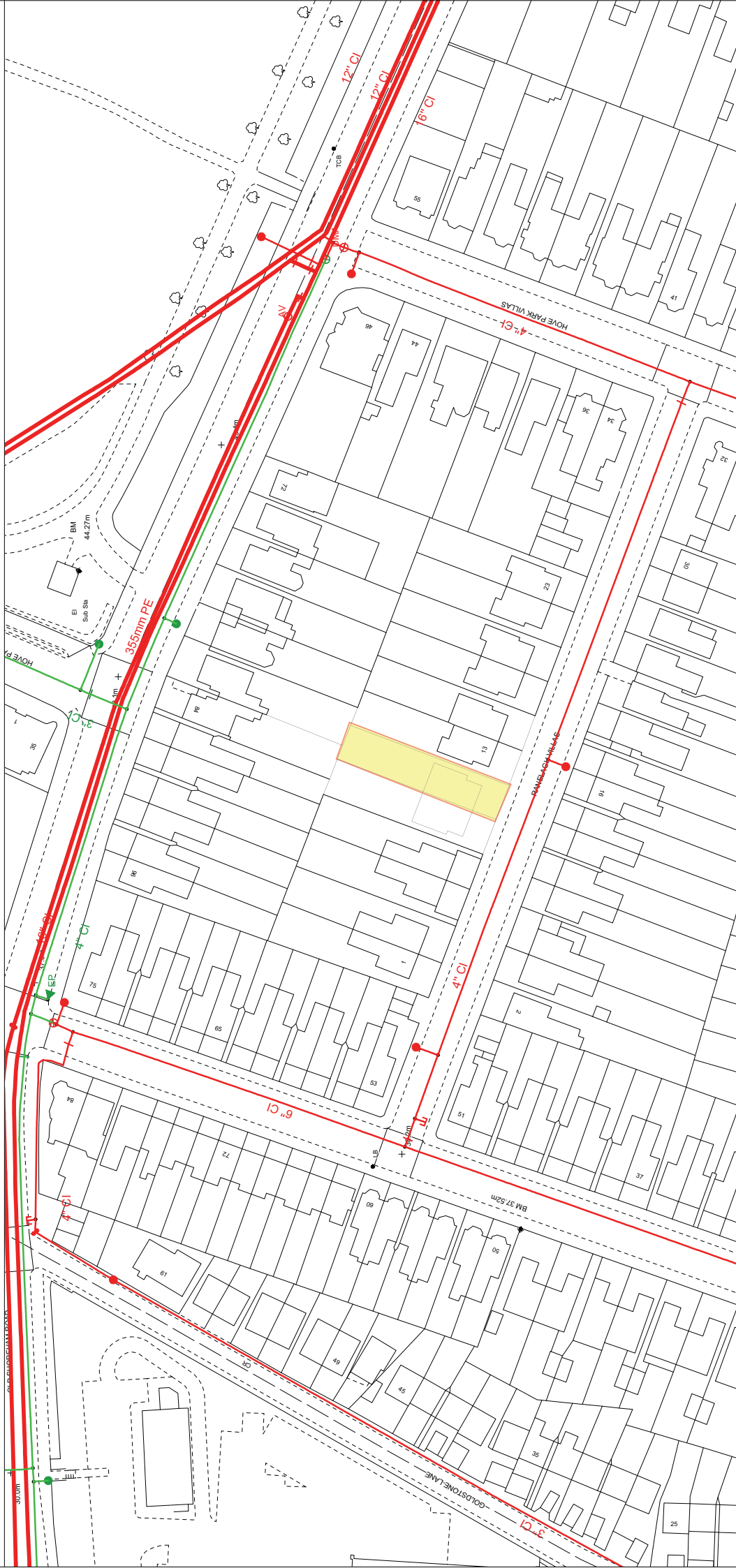
WARNING: Unknown (UNK) materials may include Bonded Asbestos Cement




Printed By: SS  
11, Ranelagh Villas  
Requested By:

Date: 20-10-2008

# SOUTHERN WATER



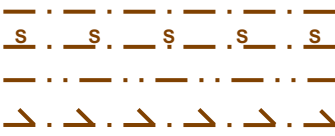
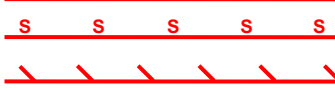






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O.S. REF: TQ2805NE	Scale: 1:1250
Water Plot	
WARNING: BAC pipes are constructed of Bonded Asbestos Cement	
WARNING: Unknown (UNK) materials may include Bonded Asbestos Cement	

	
Printed By: SS	Date: 20-10-2008
11, Ranelagh Villas	
Requested By:	

The positions of pipes shown on this plan are believed to be correct, but Southern Water Services Ltd accept no responsibility in the event of inaccuracy. The actual positions should be determined on site.

# SEWER LEGEND

## LINE STYLES/COLOURS

Brown		Foul Foul Syphon Sewer Foul Vacuum Main Foul Rising Main
Red		Combined Combined Syphon Sewer Combined Rising Main
Light Blue		Surface Water Surface Water Rising Main
Dark Blue		Treated Effluent
Purple		Sludge
Pink		Catchment Boundary
		Section 104 Agreement Area
Yellow		Building Over Agreement Area

## SHAPES (S)



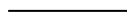



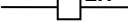




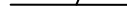
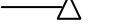





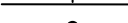
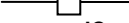




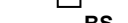
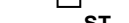
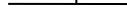




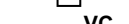













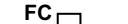
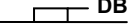
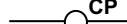

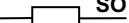
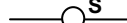
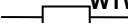

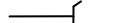
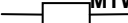

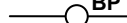

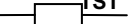



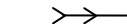

A	Arched	R	Rectangular
B	Barrel	S	Square
C	Circular	T	Trapezoidal
E	Egg	U	U Shape
H	Horseshoe	X	Other

## NODE REFERENCING SYSTEM

1st digit:	hundred metre easting identifier
2nd digit:	hundred metre northing identifier
3rd digit:	sewer type identifier 0-4 = Foul/Combined 5-9 = Surface Water
4th digit:	next sequential node

## MATERIALS

AK	Alkathene	MAC	Masonry in regular Courses
BRC	Brick (Common)	MAR	Masonry in random Courses
BRE	Brick (Engineering)	PE	Polyethylene
CC	Concrete Box Culvert	PF	Pitch Fibre
CI	Cast Iron	PP	Polypropylene
CO	Concrete (In-Situ)	PVC	Polyvinyl Chloride
CP	Concrete (Pre-cost)	RPM	Reinforced Plastic Matrix
CSB	Concrete Segments (bolted)	SI	Spun Iron
CSU	Concrete Segments (unbolted)	ST	Steel
DI	Ductile Iron	VC	Vitrified Clay
FRC	Fibre Reinforced Cement	XXX	Other
GRC	Glass Reinforced Concrete	ZZZ	Unknown
GRP	Glass Reinforced Plastic		

	Manhole (SW)		Washout (SW)		Backdrop manhole
	Manhole (F&C)		Washout (F&C)		Other (s)
	Lamp hole (SW)		Rodding eye (SW)		Other
	Lamp hole (F&C)		Rodding eye (F&C)		Change in sewer (s)
	Pumping Station (SW)		Gauging point (SW)		Change in sewer
	Pumping Station (F&C)		Gauging point (F&C)		Reflux valve
	Side entry manhole (SW)		Intercept chamber (SW)		Flap valve
	Side entry manhole (F&C)		Intercept chamber (F&C)		Cascade
	Blind shaft (SW)		Storm Tank (SW)		Anode
	Blind shaft (F&C)		Storm Tank (F&C)		Valve
	Ejector station (SW)		Vortex chamber (SW)		Closed valve
	Ejector station (F&C)		Vortex chamber (F&C)		Air valve
	Watertight door (SW)		Manhole label ellipse		Hatch box (SW)
	Watertight door (F&C)		Dummy/S24 manhole		Hatch box (F&C)
	Flushing ch. Mn-e (SW)		Outfall		Direction arrow
	Flushing ch. Mn-e (F&C)		Penstock chamber		Emptying valve
	Flushing ch. No-e (SW)		Damboards		Catchpit
	Flushing ch. No-e (F&C)		Storm Overflow		Soakaway
	Wastewater treatment works		Vent		Inlet
	Marine treatment works		Vent column		Balancing pond
	Outfall headworks		Tidal storage tank		Blank end
					Head of Public Sewer

**WARNING: Unknown (UNK) materials may include Bonded Asbestos Cement**  
**WARNING: FRC pipes are constructed of Bonded Asbestos Cement**


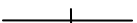



















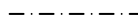
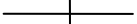


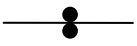
















# WATER MAIN LEGEND

**FOR SOUTHERN WATER'S  
WATER SUPPLY AREA ONLY**

## MATERIALS

Alkathene	AK
Cast Iron	CI
Spun (grey) Iron	SI
Concrete	CO
Ductile Iron	DI
Fibre Reinforced Cement	FRC
Glass Reinforced Plastic	GRE
Glass Reinforced Epoxy	GRP
(Unplasticised) Polyvinyl Chloride	PVC
Polyethylene	PE
Steel	ST
Concrete Segments Bolted	CSB
Concrete Segments Unbolted	CSU
Galvanised Iron	GI
Ductile Sleeve	DS
Concrete Pre-Stressed	CPS
High Performance Polyethelene	HPE
Unknown	??

**PLEASE NOTE: WATER MAINS MAY  
APPEAR IN ANY COLOUR**

	Distribution main/ Communication pipe		Sluice valve		Hydrant
	Truck main		Closed valve		Double hydrant
	Raw water main		Air valve		Washout
	Non potable		Butterfly valve		Washout hydrant
	Abandoned main		Pressure reducing valve		Meter
	Proposed main		Reflux valve		Capped end
	Fire main		Motorised valve		Emptying plug
	Non SWS		Clockwise closing valve		Stopcock
	Leak Noise Correlator Survey Point		Change node		Water supply works
	Dialysis Machine		Pumping station		Bore hole/well
	Anode		Booster station		Intake
	Telemetry cable		Insertion flow meter point		Customer site
	Access point/hatchbox		Water tower		Air cock
	Break pressure tank		Service reservoir		Swab insertion point

**WARNING: Unknown (UNK) materials may include Bonded Asbestos Cement**  
**WARNING: FRC pipes are constructed of Bonded Asbestos Cement**

This  
Home Information Pack  
has been compiled  
by

