

HOME INFORMATION PACK

**40 TANDRIDGE GARDENS
SANDERSTEAD
SOUTH CROYDON
SURREY
CR2 9HU**

PREPARED BY –

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INDEX

Home Information Pack Index

Insert address of property to be sold below and include postcode.

40 Tandridge Gardens
Sanderstead
South Croydon
Surrey CR2 9HU


About this form:

- Under the Home Information Pack (No. 2) Regulations 2007, you must include an index which lists all the documents included in your Home Information Pack.
- You may use this form as an index. Required documents need to be included in all cases where relevant: authorised documents do not. Please seek professional advice if you are unsure about what to include in your Home Information Pack.
- All the documents in your Home Information Pack must be listed in the index, whether or not they are required or authorised.
- Where a document required by the Regulations is unavailable or unobtainable, the index should indicate that a required document is missing, which document it is and the reason why.
- Where the document exists and can be obtained, the index should indicate the steps being taken to obtain it and the date by which you expect to obtain the document, updating this date if it changes. It should also indicate the reason for a delay or any likely delay.
- The index to your Home Information Pack should be updated whenever the pack or a pack document is added or removed.
- Someone can complete this form on behalf of a seller.
- The Regulations tell you what documents are required to go in the Home Information Pack, and which documents are authorised to be included. Documents that are neither required or authorised should not be included in the Pack and advertising material should not be included. Guidance on the Regulations is available at www.homeinformationpacks.gov.uk


PART 1 – General – Required Documents

Please look at each document listed in column 1 and then complete the relevant entry in either column 2 or column 3


Column 1 Home Information Pack document	Column 2 Included ☑ date on document and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
1. Index	☑	
2a. Energy Performance Certificate and Recommendation Report; or	☑	
2b. Predicted energy Assessment	☐	
3a. Sustainability certificate; or	☐	
3b. Interim sustainability certificate; or	☐	
3c. Nil-rated certificate	☐	
4. Sale statement	☑	
Title information		
5. Official copy of the individual register (for registered properties only)	☑	
6. Official copy of the title plan (for registered properties only)	☑	
7. Certificate of official search of the index map (for unregistered properties only)	☐	
8. Documents provided by seller to prove title (for unregistered properties only)	☐	

Column 1 Home Information Pack document	Column 2 Included  date on document and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) reason why not included; steps being taken to obtain it; date when it is expected to be obtained; any reason for further delay and further date by which the document is expected.
9. Leases, tenancies or licences for dwellings in a sub-divided building that are being marketed as a single property and where part of the property is being sold with vacant possession	<input type="checkbox"/>	
Search reports		
10. Local land charges	<input checked="" type="checkbox"/>	ORDERED FROM SEARCHFLOW.CO.UK
11. Local enquiries	<input checked="" type="checkbox"/>	-do-
12. Drainage and water enquiries	<input checked="" type="checkbox"/>	-do-


Part 2 – Commonhold properties – Required Documents

Column 1 Home Information Pack document	Column 2 Included  with date and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) reason why not included; steps being taken to obtain it; date when it is expected to be obtained; any reason for further delay and further date by which the document is expected.
1. Land Registry individual register and title plan for common parts	<input type="checkbox"/>	
2. Land Registry copy of commonhold community statement	<input type="checkbox"/>	


Column 1 Home Information Pack document	Column 2 Included with date and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
3. Management rules and regulations outside the commonhold community statement	<input type="checkbox"/>	
4. Requests for payment towards commonhold assessment for the past 12 months	<input type="checkbox"/>	
5. Requests for payment towards reserve fund for the past 12 months	<input type="checkbox"/>	
6. Requests for payment towards insurance for common parts for the past 12 months (if separate to commonhold assessment or reserve fund)	<input type="checkbox"/>	
7. Name and address of managing agents and/or other manager (current and any proposed)	<input type="checkbox"/>	
8. Amendments proposed to the commonhold community statement, and other rules	<input type="checkbox"/>	
9. Summary of works affecting the commonhold (current and any proposed)	<input type="checkbox"/>	

Column 1 Home Information Pack document	Column 2 Included  with date and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
10. Where the commonhold interest has not been registered at the Land Registry: the proposed commonhold community statement and an estimate of costs expected of the the unit-holder in the first 12 months	<input type="checkbox"/>	

Part 3 – Leasehold properties – Required Documents

Column 1 Home Information Pack document	Column 2 Included  with date and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
1. The lease, being either: <ul style="list-style-type: none"> • an "official" copy • the original lease or a true copy of it; or • an edited information document 	<input type="checkbox"/>	

PART 4 – Authorised Documents

Home Information Pack document	Included  date on document and any further information
Please list any authorised documents that have been included relevant to this property below:	
1.	<input type="checkbox"/>
2.	<input type="checkbox"/>
3.	<input type="checkbox"/>
4.	<input type="checkbox"/>
5.	<input type="checkbox"/>
6.	<input type="checkbox"/>
7.	<input type="checkbox"/>
8.	<input type="checkbox"/>
9.	<input type="checkbox"/>
10.	<input type="checkbox"/>
11.	<input type="checkbox"/>
12.	<input type="checkbox"/>
13.	<input type="checkbox"/>
14.	<input type="checkbox"/>
15.	<input type="checkbox"/>
16.	<input type="checkbox"/>
17.	<input type="checkbox"/>
18.	<input type="checkbox"/>
19.	<input type="checkbox"/>

SALE STATEMENT

Sale statement

Insert address of property to be sold below and include postcode.

40 Tandridge Gardens
Sanderstead
South Croydon
CR2 9HU

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

Seller's check of this form

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

	Statement
1. Is the property a flat or a house?	<input type="checkbox"/> Flat (incl. maisonette) or <input checked="" type="checkbox"/> House (incl. bungalow)
2. If it is a flat, what type of building is it in?	<input type="checkbox"/> Purpose built block <input type="checkbox"/> Converted house or <input type="checkbox"/> Conversion of commercial premises
3. The property is (or will be):	<input checked="" type="checkbox"/> Freehold <input type="checkbox"/> Commonhold <input type="checkbox"/> 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:	<input checked="" type="checkbox"/> The whole of a registered estate <input type="checkbox"/> Part of a registered estate <input type="checkbox"/> The whole of an unregistered estate <input type="checkbox"/> Part of an unregistered estate
5. Name(s) of seller	RICHARD ALAN SPARKS and SUSAN SPARKS

	Statement
6. The capacity of the seller	<input checked="" type="checkbox"/> The owner or owners <input type="checkbox"/> A representative with the necessary authority to sell the property for an owner who has died <input type="checkbox"/> A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney) <input type="checkbox"/> Other (please give details):
7. The property is being sold:	<input checked="" type="checkbox"/> With vacant possession <input type="checkbox"/> Section 171((2) of the Housing Act 2004 applies and part of the property is not being sold with vacant possession. Explanation of circumstances as follows:

PROPERTY INFORMATION QUESTIONNAIRE

Property Information Questionnaire

Part 1

TA00

Date completed

18/10/09

Address of the property

40 TANDRIDGE GDNS
SANDERSTEAD
SOUTH CROYDON
SURREY

[Postcode] CR2 9HU

Name of the seller

MR RICHARD ALAN SPARKS
MRS SUSAN SPARKS

About this form

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

[Instructions to the seller]

If you are the seller, you should be aware that:

Answers given in this form should be truthful and accurate to the best of your knowledge. The questions have been designed to help the smooth sale of your home. Misleading or incorrect answers are likely to be exposed later in the conveyancing process and may endanger the sale.

Information included in this form does not replace official documents or legal information. You should be prepared to provide such documents on request in support of the answers given in this form.

If you hold any guarantees for work on your property, your buyer's conveyancer is likely to ask for evidence, which it is in your interests to make available as soon as possible.

If anything changes to affect the information given in this form prior to the sale of your home, you should inform your conveyancer or estate agent immediately.



[Instructions to the estate agent]

If you are an estate agent, you should be aware that:

This form should be completed by the seller but it is your responsibility to ensure that it is included in the Home Information Pack.

The Property Misdescriptions Act 1991 does not apply where the form has been completed solely by the seller.

[Instructions to the buyer]

If you are the buyer, you should be aware that:

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

[Directions to the seller]

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

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

All properties

1 When was the property purchased?

03/2000

2 Is your property a listed building or contained in a listed building?

Yes No
 Don't know

3 What council tax band is the property in?

E (A-H)

Note: Buyers should be aware that improvements carried out by the seller may affect the property's council tax banding following a sale.

4 What parking arrangements exist at your property?

Garage
 Allocated parking space
 Driveway
 On street
 Resident permit
 Metered parking
 Shared parking
 Other (specify)

Other issues affecting the property

5 Has there been any damage to your property as a result of storm or fire since you have owned it? If Yes, please give details:

Yes No
 Don't know

6 If you have answered Yes to question 5, was the damage the subject of an insurance claim? If Yes, please state whether any of these claims are outstanding:

Yes No
 Don't know

7 Are you aware of any flooding at your property since you have owned it or before? If Yes, please give details:

Yes No

8 Have you checked the freely available flood risk data at the Environment Agency's website (<http://www.environment-agency.gov.uk>)? If Yes, please give details:

Yes No
 Don't know

If No, the buyer is advised to check the Environment Agency website for an indication of the flood risk in the area.

9 Has there been any treatment of or preventative work for dry rot, wet rot or damp in the property since you have owned the property? If Yes, please give details of any guarantees relating to the work and who holds the guarantees:

Yes No
 Don't know

Utilities and Services

10 Is there central heating in your property? If Yes, please give details of the type of central heating (examples: gas fired, oil fired, solid fuel, liquid gas petroleum):

Yes No
 Don't know

GAS FIRED

11 When was your central heating or other primary heating system last serviced [and is a report of the service available]?

Not serviced Don't know
 A report is available
 A report is not available

12 When was the electrical wiring in your property last checked [and is a report of the check available]?

2003 Year
 Not checked Don't know
 A report is available
 A report is not available

13 Please indicate which services are connected to your property:

Connected

[a] Electricity

Yes No

[b] Gas

Yes No

[c] Water mains or private water supply

Yes No

[d] Drainage to public sewer

Yes No

If not connected, please indicate whether there is a:

[i] cesspool

Yes No

[ii] septic tank

Yes No

[e] Telephone

Yes No

[f] Cable TV or satellite

Yes No

[g] Broadband

Yes No

Changes to the property

14 Have you carried out any structural alterations, additions or extensions (e.g. provision of an extra bedroom or bathroom) to the property?

Yes No
 Don't know

(a) If Yes, please give details of the nature of the work:

(b) Was building regulation approval obtained?

Yes No
 Don't know

(c) Was planning permission obtained?

Yes No
 Don't know

(d) Was listed building consent obtained?

Yes No
 Don't know

If the response was No for any of (b) to (d), please state why not (e.g. 'Not required' or 'Work completed under approved person scheme'):

- 15 Have you had replacement windows, doors, patio doors or double glazing installed in your property? If Yes, please give details of changes and guarantees, if held:

Yes No
 Don't know

WHOLE HOUSE WINDOWS + DOORS - 2001 QUARANTEE TILL 2011
SOFFITS, FASCIAS, GUTTERING, DOWNPIPES-2003 QUARANTEE TILL 2013

Access

- 16 Do you have right of access through any neighbouring homes, buildings or land? If Yes, please give details:

Yes No
 Don't know

- 17 Does any other person have a right of access through your property? If Yes, please give details:

Yes No
 Don't know

Leasehold properties

- 18 Is your property a leasehold property?

Yes No

If Yes, please complete Part 2 of this questionnaire. If No, there is no need to complete Part 2 of this questionnaire.

[Property Information Questionnaire]

Part 2

[Instructions to the seller]

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

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

[Instructions to the buyer]

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

Additional information for leasehold properties

[Note: See the explanatory notes to questions 19–24 on page 8]

19 What is the name of the person or organisation to whom you pay:

(a) ground rent, and

(b) service charges (if different from (a) above)

20 How many years does your lease have left to run?

 Years

21 How much is your current annual ground rent?

 £

22 How much is your current annual service charge?

 £

23 How much is your current annual buildings insurance premium (if not included in the service charge)?

 £

24 Are you aware of any proposed or ongoing major works to this property? If Yes, what type of works are they and what is the expected cost relating to this property (if known)?

 Yes No
 Don't know

25 Does the lease prevent you from:

(a) subletting?

 Yes No
 Don't know

(b) keeping pets?

 Yes No
 Don't know

26 Does the lease allow you to:

(a) use a car park or space?

Yes No
 Don't know

(b) have access to a communal garden (where applicable)?

Yes No
 Don't know

27 Leases often permit or prevent certain types of activity relating to the use of the property, those referred to in question 25 are examples. Are there any other conditions or restrictions in the lease which could significantly impact on a person's use of the property?
If Yes, please specify:

Yes No
 Don't know

Explanatory notes to numbered items [on page 7]

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

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

21: This information will be found in the lease.

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

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

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



ENERGY PERFORMANCE CERTIFICATE

Energy Performance Certificate



40, Tandridge Gardens
SOUTH CROYDON
CR2 9HU

Dwelling type: Semi-detached house
Date of assessment: 16 October 2009
Date of certificate: 16-Oct-2009
Reference number: 9053-2806-6909-0091-1371
Total floor area: 84 m²

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

Energy Efficiency Rating

	Current	Potential
<i>Very energy efficient - lower running costs</i>		
(92 plus) A		
(81 - 91) B		
(69 - 80) C		
(55 - 68) D	58	68
(39 - 54) E		
(21 - 38) F		
(1 - 20) G		
<i>Not energy efficient - higher running costs</i>		
England & Wales	EU Directive 2002/91/EC	

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

Environmental Impact (CO₂) Rating

	Current	Potential
<i>Very environmentally friendly - lower CO₂ emissions</i>		
(92 plus) A		
(81 - 91) B		
(69 - 80) C		
(55 - 68) D		63
(39 - 54) E	52	
(21 - 38) F		
(1 - 20) G		
<i>Not environmentally friendly - higher CO₂ emissions</i>		
England & Wales	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 (CO₂) emissions. The higher the rating, the less impact it has on the environment.

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

	Current	Potential
Energy use	334 kWh/m ² per year	256 kWh/m ² per year
Carbon dioxide emissions	4.7 tonnes per year	3.6 tonnes per year
Lighting	£81 per year	£42 per year
Heating	£613 per year	£531 per year
Hot water	£180 per year	£115 per year

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

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



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

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

About this document

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

Assessor's accreditation number: SAVA001125
Assessor's name: Mr Christopher Hall
Company name/trading name: HQ Surveys
Address: Court Farm Road, 35 , Warlingham, Surrey, CR6 9BL
Phone number: 07790 541173
Fax number: 08444437370
E-mail address: chris@hqsurveys.co.uk

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

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

About the building's performance ratings

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

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

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

About the impact of buildings on the environment

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

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

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

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

Recommended measures to improve this home's energy performance

40, Tandridge Gardens
SOUTH CROYDON
CR2 9HU

Date of certificate: 16-Oct-2009
Reference number: 9053-2806-6909-0091-1371

Summary of this home's energy performance related features

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

Element	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Cavity wall, filled cavity	Good	Good
Roofs	Pitched, 100mm loft insulation	Average	Average
Floor	Suspended, no insulation (assumed)	-	-
Windows	Fully double glazed	Average	Average
Main heating	Boiler and radiators, mains gas	Good	Good
Main heating controls	Programmer, TRVs and bypass	Poor	Poor
Secondary heating	Room heaters, mains gas	-	-
Hot water	From main system, no cylinderstat	Average	Average
Lighting	Low energy lighting in 6% of fixed outlets	Very poor	Very poor
Current energy efficiency rating		D 58	
Current environmental impact (CO₂) rating		E 52	

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 improvements	
		Energy efficiency	Environmental impact
1 Increase loft insulation to 270 mm	£28	D 59	E 53
2 Low energy lighting for all fixed outlets	£29	D 61	E 54
3 Hot water cylinder thermostat	£19	D 62	D 55
4 Upgrade heating controls	£37	D 64	D 58
Sub-total	£113		
Higher cost measures			
5 Replace boiler with Band A condensing boiler	£74	D 68	D 63
Total	£187		
Potential energy efficiency rating		D 68	
Potential environmental impact (CO₂) rating			D 63

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.

Higher cost measures			
6 Solar water heating	£24	C 69	D 65
7 Solar photovoltaic panels, 2.5kWp	£167	C 80	C 74
Enhanced energy efficiency rating		C 80	
Enhanced environmental impact (CO₂) rating			C 74

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

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

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

Lower cost measures (typically up to £500 each)

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

1 Loft insulation

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

2 Low energy lighting

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

3 Cylinder thermostat

A hot water cylinder thermostat enables the boiler to switch off when the water in the cylinder reaches the required temperature; this minimises the amount of energy that is used and lowers fuel bills. The thermostat is a temperature sensor that sends a signal to the boiler when the required temperature is reached. To be fully effective it needs to be sited in the correct position and hard wired in place, so it should be installed by a competent plumber or heating engineer.

4 Heating controls (room thermostat)

The heating system should have a room thermostat to enable the boiler to switch off when no heat is required. A competent heating engineer should be asked to do this work. Insist that the thermostat switches off the boiler as well as the pump and that the thermostatic radiator valve is removed from any radiator in the same room as the thermostat.

Higher cost measures (typically over £500 each)

5 Band A condensing boiler

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

About the further measures to achieve even higher standards

Further measures that could deliver even higher standards for this home. You should check the conditions in any

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

6 Solar water heating

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

7 Solar photovoltaic (PV) panels

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

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

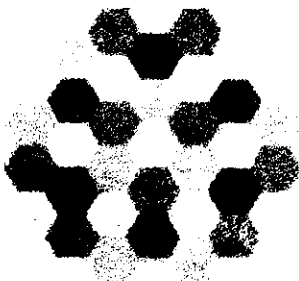
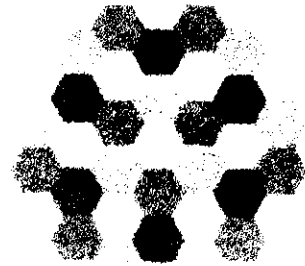
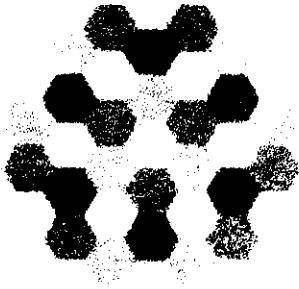
- Ensure that you understand the dwelling and how its energy systems are intended to work so as to obtain the maximum benefit in terms of reducing energy use and CO₂ emissions.
- Check that your heating system thermostat is not set too high (in a home, 21°C in the living room is suggested) and use the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

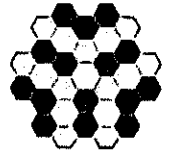
¹ For information on approved competent persons schemes enter "existing competent person schemes" into an internet search engine or contact your local Energy Saving Trust advice centre on 0800 512 012.

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 SY147924

Edition date 16.02.2005

- This official copy shows the entries on the register of title on 19 Oct 2009 at 12:52:23.
- 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 19 Oct 2009.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Croydon Office.

A: Property Register

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

CROYDON

- 1 (02.12.1955) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 40 Tandridge Gardens, Sanderstead (CR2 9HU).

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 (20.09.2000) PROPRIETOR: RICHARD ALAN SPARKS and SUSAN SPARKS of 40 Tandridge Gardens, Sanderstead, Surrey CR2 9HU.
- 2 (15.02.2005) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any future registered charge, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 11 February 2005 in favour of Yorkshire Building Society referred to in the Charges Register.

C: Charges Register

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

- 1 The land is subject to a right to lay and maintain a sewer or drain thereunder and to ancillary rights of entry.
- 2 The land with other land is subject to the following charitable charges:-

£. s.d.

C: Charges Register continued

Mellish Gift, payable to the Rector of Sanderstead	9. 0.0. per annum
Atwood Charity, payable to the Rector of Sanderstead	1. 0.0. per annum
Harman Atwood's Almshouse Charity, payable to the Vicar of Warlingham	20. 0.0. per annum
Harman Atwood's Endowment Fund, payable to the Vicar of Warlingham	20. 0.0. per annum
Trustees of the Croydon Charities of Henry Smith and others	1.10.0. per annum

The land has the benefit of the covenant for payment and the exonerating charge in respect of the above charges contained in a Conveyance dated 17 October 1922 and made between (1) Frank Spurr and Charles Asplin, (2) The Rt. Hon. Sir Francis Hyde Villiers and the Rt. Hon. Sidney James Earl of Normanton and (3) The Purley Downs Golf Club Limited.

- 3 A Conveyance dated 17 December 1923 made between (1) Kate Hossack and Robert Hervey Webb (Vendors) (2) Leonard Nathaniel Goldsmid Montefiore (3) Frank Spurr and Charles Asplin and (4) Sir Herbert Brown (Purchaser) contains the following covenants:-

COVENANT by Purchaser to bind the land and premises thereby assured into whosoever hands the same may come and that benefit of covenant might run with all adjoining or neighbouring property which belonged to said John G. Hossack on the 27th March 1919 but not so as to render Purchaser personally liable in damages for any breach of covenant committed after he should have parted with all interest in premises in respect of which such breach should occur that no building to be erected on land thereby assured or any part thereof should at any time thereafter be used as a public-house or beerhouse.

- 4 A Conveyance dated 22 June 1938 made between (1) John Laing & Sons Limited (Vendors) and (2) Susanna Jackson Soper (Purchaser) contains restrictive covenants.

NOTE 1:-The building line was set back 20 feet from the road frontage.

NOTE 2:-Copy covenants in Certificate. Conveyance filed.

- 5 (15.02.2005) REGISTERED CHARGE dated 11 February 2005.
- 6 (15.02.2005) Proprietor: YORKSHIRE BUILDING SOCIETY of Yorkshire House, Yorkshire Drive, Rooley Lane, Bradford, W. Yorkshire BD5 8LJ.

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 19 October 2009 shows the state of this title plan on 19 October 2009 at 12:52:23. 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, Croydon Office .

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H. M. LAND REGISTRY GENERAL MAP

SURREY SHEET XX 6. SECTION AF

Scale 1/1250 Enlarged from 1/2500

SANDERSTEAD PARISH



XX. 6 | XX. 7.



Crown Copyright Reserved

XX. 6 | XX. 7.



Filed Plan of Title No. SY147024

STANDARD SEARCHES



Personal Search Report

For the attention of: James Manchester
Company Name: Manchesters Solicitors (Searchflow)
Your Reference: J.7934.09Sparks
Our Reference: 6056697
Property Address: 40 Tandridge Gardens
South Croydon
Surrey
CR2 9HU
**Search Prepared and
Conducted By:** Robert Salter
Date: 23/Oct/2009

MDA SearchFlow Ltd has a contractual relationship/personal relationship with:

Name of Vendor: Richard Sparks and Susan Sparks
Name of Estate Agents: Manchesters
Name of HIP Provider: Manchesters
Name of Solicitor/Conveyancer: James Manchester



Form No SRIP 11/08

SEARCH REPORT INSURANCE POLICY

Policy Issuer: MDA SearchFlow Limited
Policy Number: 60-026-000000

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 "First Title" means First Title Insurance plc.
- 1.8 "HIP" means a Home Information Pack produced in accordance with the Home Information Pack Regulations 2007 and any amendment or re-enactment of them in force at the Policy Date.
- 1.9 "Insured" means all or any of:
 - 1.9.1 a Buyer
 - 1.9.2 a Potential Buyer
 - 1.9.3 a Seller
 - 1.9.4 a Lender
- 1.10 "Know, Known or Knowing" means having actual knowledge and not constructive knowledge or notice which may be imparted by matters appearing in public records established by local government or other relevant public bodies.
- 1.11 "Land" means the interest in an individual residential property specified in the Bordereau.
- 1.12 "Lender" means a person or body making a loan to a Buyer secured over the Land.
- 1.13 "Market Value" means the average of valuations carried out by independent and suitably qualified valuers appointed respectively by the Insured making a claim and by First Title.
- 1.14 "Policy Date" means the date on which the Search Report was prepared.
- 1.15 "Policy Issuer" means MDA SearchFlow Limited trading as PSA, Richards Gray, Capital Searches, Conveyancing Searches and Conveyancing Report Agency who will not be an insured under this Policy.
- 1.16 "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.
- 1.17 "Search Report" means a report providing the information required by the Home Information Pack Regulations 2007 (or any amendment or re-enactment of them in force at the Policy Date) 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.

3. Exclusions

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

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

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 11/08
 - 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 and deadline for advising of loss**
- 7.1 An Insured must give First Title a written statement detailing the amount of that Insured's loss and the method that that Insured used to compute that amount.
- 7.2 The statement must be given to First Title not later than 90 days after that Insured knows of the facts which will let the Insured establish the amount of the Insured's loss.
- 8. Settling claims and termination of liability**
- If an Insured makes a claim under this policy for which First Title is liable or in any other way First Title learns of a matter or circumstance for which First Title is or may be liable First Title can do one or more of the following:
- 8.1 pay that Insured the amount of indemnity cover in accordance with the definition of Actual Loss in paragraph 1.1 together with any Authorised Expenses; or
- 8.2 purchase the debt secured by a mortgage for the amount owed under it together with any interest and Authorised Expenses. In those circumstances the Lender must transfer or assign the mortgage together with any collateral securities and credit enhancements to First Title on receipt of payment and give all necessary notices of that transfer or assignment; or
- 8.3 pay or otherwise settle any claim with other parties for or in the Insured's name together with any Authorised Expenses; or
- 8.4 pay or otherwise settle with the Insured the Actual Loss provided for under this policy together with any Authorised Expenses.
- 9. Determination and extent of liability**
- The insurance given under this policy is a contract of indemnity against actual monetary loss. Subject to paragraphs 10 and 11 of this policy First Title's total liability under this policy (excluding Authorised Expenses) will not exceed the amounts defined as Actual Loss contained in paragraph 1.1.
- 10. Limitation of First Title's Liability**
- First Title will not be liable to indemnify an Insured:
- 10.1 if First Title removes any matter giving rise to that Insured's claim under this policy in a reasonably diligent manner by any method including litigation, or
- 10.2 if First Title makes a settlement with a third party;
- 10.3 until litigation, including appeals, in relation to a claim conducted by First Title (or by an Insured with First Title's authorisation) has been finally determined by a court;
- 10.4 for liability voluntarily assumed by an Insured in negotiating or settling any claim or litigation without First Title's prior written consent.
- 11. Reduction of indemnity and reduction or termination of First Title's liability**
- The amount of indemnity cover payable by First Title under this policy will be reduced or terminated (as the case may be) by any or all of the following:
- 11.1 all payments under this policy except for Authorised Expenses;
- 11.2 the payment by any person of all or part of the debt or any other obligation secured by a mortgage or other charge over the Land or any voluntary, partial or full satisfaction or release of such mortgage or charge to the extent of the satisfaction or release; and/or
- 11.3 the amount by which an Insured's acts or omissions have increased First Title's liability or reduced First Title's ability to recover amounts from third parties
- provided always that the interest of any Insured will not be prejudiced by any act or default of another Insured (not being such Insured) which might otherwise invalidate or reduce the indemnity provided by the Policy.
- 12. Payment of loss**
- When the extent of an Insured's loss and First Title's liability under this policy have been finally determined, First Title will pay that amount to that Insured within 30 days of its determination.
- 13. Subrogation**
- If First Title agrees to indemnify or defend an Insured under this policy in respect of any claim then regardless of whether or not actual payment has been made First Title will immediately be subrogated to any rights, contractual or otherwise, which that Insured may have in connection with that claim, the mortgage or the Land. If First Title asks, the Insured must transfer to First Title all of the Insured's rights and remedies against any person or property that, in First Title's opinion, might be necessary to perfect this right of subrogation.
- 14. Liability limited to this policy**
- This policy and any endorsements to it given in writing by First Title will be the entire contract between each Insured and First Title.
- 15. Severability**
- In the event that any provision of this policy is held to be invalid or unenforceable under any law, that provision may be severed from and will not be taken to have affected the remaining provisions.
- 16. Governing law and jurisdiction**
- This policy will be governed by the law of England and Wales and the courts of England and Wales.
- 17. Cancellation rights**
- No Insured will be entitled to cancel the insurance given to it so as to affect the rights of any other Insured and no refund of premium will be payable.
- 18. Notices**
- All notices required to be served on or given to First Title plc under this policy must include a reference *SRIP 11/08* 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

keyfacts[®]

1. This summary.

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

2. The Insurer.

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

3. Type of insurance.

The insurance given under the Search Report Insurance Policy protects against actual loss suffered because of any adverse circumstance which existed in the records of an Appropriate Body and affected the Land at the time a Search Report was compiled as part of a Home Information Pack (as defined in the Home Information Pack Regulations 2007 or any amendment or re-enactment of them which is in force at the Policy Date) but was not fully disclosed in the Search Report. See the Coverage Statement in paragraph 2 of the policy.

4. What does the policy not cover?

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

5. Limitations of the Policy.

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

6. Cancellation Terms.

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

7. Term of the policy.

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

8. Claims.

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

9. Queries.

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

10. Complaints.

If you wish to complain about any aspect of the service you have received regarding the insurance policy, please contact First Title Insurance plc at Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT. Please quote the policy reference. SRIP/11/08.

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

11. Compensation

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

12. Price

The premium for the Search Report Insurance is £5.00 plus IPT.



MDA Searchflow Limited
42 Kings Hill Avenue
Kings Hill
West Malling
Kent
ME19 4AJ

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? MDA SearchFlow Limited trading as PSA, Richards Gray, Capital Searches, Conveyancing Searches and Conveyancing Report Agency is authorised and regulated by the Financial Services Authority (FSA). MDA SearchFlow Limited's FSA Registration number is 312643. Our permitted business is carrying out and effecting insurance contracts. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Search Report Insurance Policy 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.

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.

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




User: Mr James Manchester
Client Ref: J.7934.09Sparks
Company: Manchesters Solicitors (Searchflow)

Notes:

0 25m
lower left coordinates: 533943.25,160444.1

Legend:
Main property extent (red hatched)
Secondary property extent (blue hatched)



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PCCB – Search Code

Consumer Information

Important Protection

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, who rely on property search reports carried out on residential properties 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
- 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 firm, and if appropriate ask for your complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final resolution after your complaint has been formally considered or if the firm has exceeded the response timescales, you may refer your complaint to the Independent Property Codes Adjudication Scheme (IPCAS). IPCAS can award compensation of up to £5,000 to you if it finds that you have suffered loss as a result of your search provider failing to keep to the Code.

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

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

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

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



6056697

This search has been produced by PSA which is a trading name of MDA SearchFlow Limited, registered with the Property Codes Compliance Board as a subscriber to the Search Code. MDA SearchFlow Limited is registered in England & Wales with company number 04084804. Registered Office: Eversheds House, Great Bridgewater Street, Manchester, M1 5ES. VAT Number 765208620.

Terms of Preparation of Search

This search report has been prepared with reasonable care and skill by trained staff. Any responsible person may copy or issue a copy of this report for the purposes of complying with any of the following provisions: Regulations 5, 6, 8(i)(ii), 8(k), 8(l) and 24 of the Home Information Pack (no.2) Regulations 2007 and sections 156(1), (2) and (11) of the Housing Act 2004.

Third Party Contractual Rights

This search report has been prepared for the SearchFlow client referred to on page 1 of the report but any of the contractual provisions required by the Home Information Pack (no.2) Regulations 2007 may be enforced by the seller, a potential or actual buyer of the property and a mortgage lender in respect of the property, and may be enforced by such persons in their own right whether or not they are a party to such a contract.

Person Responsible

MDA SearchFlow Ltd is a company registered in England & Wales under company number 04084804 with its Registered Office at Eversheds House, 70 Great Bridgewater Street, Manchester, M1 5ES and is the person responsible in respect of any negligent or incorrect entry in the records searched; any negligent or incorrect interpretation of the records searched; and any negligent or incorrect recording of that interpretation in the search report.

Insurance

This search is covered by indemnity insurance to cover any liability under the Home Information Pack (no.2) Regulations 2007 including liability arising from missing or erroneous answers. The insurance policy provided by First Title is attached to this report.

FSA

MDA SearchFlow Limited is FSA registered (312643)

TERMS & CONDITIONS

Please note that our terms & conditions can be viewed by visiting our website at: www.searchflow.co.uk

If you do not have access to the website you can request a copy by writing to us at 42 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4AJ

6056697

This search has been produced by PSA which is a trading name of MDA SearchFlow Limited, registered with the Property Codes Compliance Board as a subscriber to the Search Code. MDA SearchFlow Limited is registered in England & Wales with company number 04084804. Registered Office: Eversheds House, Great Bridgewater Street, Manchester, M1 5ES. VAT Number 765208620.

General Information About This Search

Reference Source Information

Save for information provided verbally by a member of the council, all the information in this report has been obtained by a physical inspection of the Local Land Charges Register, the Planning Register, the Local and/or Unitary Development Plans, the Register of Adopted Highways, the councils Transport & Policies Programme, the local and/or county council websites and the Highways Agency website.

If you wish to obtain copies of any documents you should submit a written application to the council offices located at: -

Croydon London Borough
Taberner House
Park Lane
Croydon
CR9 3JS

Declaration

To the best of our knowledge neither the person/s named on the front page that prepared or conducted this report has any previous relationship or business relationship with any person involved in the sale of the property being the subject of this report

Complaints Procedure

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:

Customer Services, MDA SearchFlow Limited, 42 Kings Hill Avenue, Kings Hill, West Malling Kent, ME19 4AJ
(Telephone: 0870 990 9945) Email (helpdesksouth@searchflow.co.uk)

6056697

This search has been produced by PSA which is a trading name of MDA SearchFlow Limited, registered with the Property Codes Compliance Board as a subscriber to the Search Code. MDA SearchFlow Limited is registered in England & Wales with company number 04084804. Registered Office: Eversheds House, Great Bridgewater Street, Manchester, M1 5ES. VAT Number 765208620.

Additional Information

Unitary Development Plan Policies
Adopted July 2006

Please note that all properties within London Borough of Croydon are covered by U.D.P. designation Other areas covered by policies in the Plan. Also, Policies not specific to a defined area occur throughout the Borough. For further information, please contact The Planning Department of London Borough of Croydon and note that a fee might be charged for this information

Within 200m of Site of Nature Conservation Importance

Within 200m of Metropolitan Green Belt

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Local Land Charges Register Parts Applicable are listed below

No Entries Revealed

Planning Register

(Please note that we check the planning registers back to 1990. Details prior to 1990 are available upon a written application to the council but maybe subject to a fee. The council address is shown at the end of this report)

No Entries Revealed

Building Control Register

(Please note that we check the planning registers back to 1990. Details prior to 1990 are available upon a written application to the council but maybe subject to a fee. The council address is shown at the end of this report)

Date	Reference
--	--
Building Regulation Approval	
No entries revealed	

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3.12 (a) a contaminated land notice;

If any entries in the register of contaminated land existed they would have been revealed here. As there is not a positive answer here then there were no entries revealed or the register is still being compiled. We would however recommend that you consider ordering an Environmental Report which can be obtained through our website or contacting our office directly.

3.12 (b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:-

If any entries in the register of contaminated land existed they would have been revealed here. As there is not a positive answer here then there were no entries revealed or the register is still being compiled. We would however recommend that you consider ordering an Environmental Report which can be obtained through our website or contacting our office directly.

(i) a decision to make an entry; or

3.12 (c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?

If any entries in the register of contaminated land existed they would have been revealed here. As there is not a positive answer here then there were no entries revealed or the register is still being compiled. We would however recommend that you consider ordering an Environmental Report which can be obtained through our website or contacting our office directly.

3.13 **Radon Gas**

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

Property is shown within an area not affected by Radon Gas on the Radon Atlas produced by the Health Protection Agency. We recommend that you obtain an "Envirosearch Residential" that details Radon Affected Areas and Level of Protective Measures. Please contact us to order this report.

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3.8	Contravention of Building Regulations Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations?	No
3.9	Notices, Orders, Directions and Proceedings under Planning Acts Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-	
3.9 (a)	an enforcement notice	No
3.9 (b)	a stop notice	No
3.9 (c)	a listed building enforcement notice	No
3.9 (d)	a breach of condition notice	No
3.9 (e)	a planning contravention notice	No
3.9 (f)	another notice relating to breach of planning control	No
3.9 (g)	a listed building repairs notice	No
3.9 (h)	in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation	No
3.9 (i)	a building preservation notice	No
3.9 (j)	a direction restricting permitted development	No
3.9 (k)	an order revoking or modifying planning permission	No
3.9 (l)	an order requiring discontinuance of use or alteration or removal of building or works	No
3.9 (m)	a tree preservation order	No
3.9 (n)	proceedings to enforce a planning agreement or planning contribution?	No
3.10	Conservation Area Do the following apply in relation to the property-	
3.10 (a)	(a) the making of the area a Conservation Area before 31 August 1974; or	No
3.10 (b)	(b) an unimplemented resolution to designate the area a Conservation Area?	No
3.11	Compulsory Purchase Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	No
3.12	Contaminated Land Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is such a condition that harm or pollution of controlled waters might be caused on the property):-	

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3.4 (f)	the outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?	No
3.5	Nearby Railway Schemes Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?	No
3.6	Traffic Schemes Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths (named in Box B) which abut the boundaries of the property	
3.6 (a)	permanent stopping up or diversion	No
3.6 (b)	waiting or loading restrictions	No
3.6 (c)	one way driving	No
3.6 (d)	prohibition of driving	No
3.6 (e)	pedestrianisation	No
3.6 (f)	vehicle width or weight restriction	No
3.6 (g)	traffic calming works including road humps	No
3.6 (h)	residents parking controls	No
3.6 (i)	minor road widening or improvement	No
3.6 (j)	pedestrian crossings	No
3.6 (k)	cycle tracks	No
3.6 (l)	bridge construction	No
3.7	Outstanding Notices Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this Schedule:	
(a)	building works;	No
(b)	environment;	No
(c)	health and safety;	No
(d)	housing;	No
(e)	highways; or	No
(f)	public health?	No

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- 3.1 **Is the property included in land required for public purposes?**
No
- 3.2 **Land to be acquired for Road Works**
Is the property included in land to be acquired for road works? No
- 3.3 **Drainage Agreements and Consents**
Do either of the following exist in relation to the property-
- 3.3 (a) An agreement to drain buildings in combination into an existing sewer by means of a private sewer; or
If the local authority held these records, and if any entries existed they would have been revealed here. As there are no entries revealed you will need to order a CON29DW from the Water Company located at:

Thames Water Utilities Ltd
PO Box 3189
Slough
Berkshire
Berkshire
SL1 4WW
- 3.3 (b) An agreement or consent for (i) a building, or (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main?
If the local authority held these records, and if any entries existed they would have been revealed here. As there are no entries revealed you will need to order a CON29DW from the Water Company located at:

Thames Water Utilities Ltd
PO Box 3189
Slough
Berkshire
Berkshire
SL1 4WW
- 3.4 **Nearby Road Schemes**
Is the property (or will it be) within 200 metres of any of the following -:
- 3.4 (a) the centre line of a new trunk road or special road specified in an order, draft order or scheme; No
- 3.4 (b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; No
- 3.4 (c) the outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) construction of a roundabout (other than a mini roundabout) or (ii) widening by construction of one or more additional traffic lanes; No
- 3.4 (d) the outer limits of (i) construction of a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes; No
- 3.4 (e) the centre line of the proposed route of a new road under proposals published for public consultation; or No

6056697

1 Planning and Building Regulations

1.1 Planning and Building Regulation Decisions and Pending Applications

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

- | | | |
|---------|---|--|
| 1.1 (a) | a planning permissions | Please refer to Part III of the Local Land Charges Register or the Planning Register, as applicable. |
| 1.1 (b) | a listed building consent | Please refer to Part III of the Local Land Charges Register or the Planning Register, as applicable. |
| 1.1 (c) | a conservation area consent | Please refer to Part III of the Local Land Charges Register or the Planning Register, as applicable. |
| 1.1 (d) | a certificate of lawfulness of existing use or development | Please refer to Part III of the Local Land Charges Register or the Planning Register, as applicable. |
| 1.1 (e) | a certificate of lawfulness of proposed use or development | Please refer to Part III of the Local Land Charges Register or the Planning Register, as applicable. |
| 1.1 (f) | building regulation approval | Please refer to the Building Control Register as applicable. |
| 1.1 (g) | a building regulation completion certificates | Please refer to the Building Control Register as applicable. |
| 1.1 (h) | Certificate of compliance of a replacement window, roof light, roof window or glazed door.
How can copies of any of the above be obtained? | Please refer to the Building Control Register as applicable.
By Written Application to the Building Control Department/Planning Department. |

1.2 Planning Designations and Proposals

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?

Please see Additional Information

2 Roads

Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are

- | | | |
|-----|--|--------------------------------|
| (a) | highways maintainable at public expense | Tandridge Gardens - Is Adopted |
| (b) | subject to adoption and, supported by a bond or bond waiver. | N/A |
| (c) | to be made up by a local authority who will reclaim the cost from the frontagers; or | N/A |
| (d) | to be adopted by a local authority without reclaiming the cost from the frontagers? | N/A |
| (a) | highways maintainable at public expense | Tandridge Gardens - Is Adopted |
| (b) | subject to adoption and, supported by a bond or bond waiver. | N/A |
| (c) | to be made up by a local authority who will reclaim the cost from the frontagers; or | N/A |
| (d) | to be adopted by a local authority without reclaiming the cost from the frontagers? | N/A |
- comments regarding the above roads

6056697

**CON29DW 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 Thames Water who produces the Report.
'Order' means any request completed by the Customer requesting the Report.
'Report' means the drainage and/or water report prepared by The Company in respect of the Property.
'Property' means the address or location supplied by the Customer in the Order.
'Customer' means the person, company, firm or other legal body placing the Order, either on their own behalf as Client, or, as an agent for a Client.
'Client' means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property
'Purchaser' means the actual or potential purchaser of the Property including their mortgage lender.

Agreement

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

The Report

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

Liability

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

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

Copyright and Confidentiality

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

Payment

5. Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by The Company, without any set off, deduction or counterclaim. Unless the Customer or Client has an account with The Company for payment 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.

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.

Residential

CON29DW Drainage & Water Search



Manchesters Solicitors (Searchflow)
21
Limpsfield Road
CR2 9LA

Search address supplied 40
Tandridge Gardens
South Croydon
CR2 9HU

Your reference J.7934.09Sparks
Our reference DWS/DWS Standard/2009_1631301
Received date 19 October 2009
Search date 20 October 2009

Responses as required by the Home Information Pack Regulations (No2) 2007.

Please Note:

Thames Water implemented a new improved geographical information mapping system on 27 July 2009, and you will therefore notice some minor changes to the symbols used on our plans. We have included a details key to help you with interpretation but if you have any queries, please call our customer service team on 0118 9251504.

Thames Water Utilities Ltd

Property Insight
PO Box 3189
Slough SL1 4WW

DX 151280 Slough 13

T 0118 925 1504
F 0118 923 6655/57
E searches@thameswater.co.uk
I www.twpropertyinsight.co.uk

Registered in England and Wales
No. 2366661, Registered office
Clearwater Court, Vastern Road
Reading RG1 8DB

CON29DW
DRAINAGE AND WATER ENQUIRY

Residential

CON29DW Drainage & Water Search



Search address supplied: 40, Tandridge Gardens, South Croydon, CR2 9HU

Any new owner or occupier will need to contact Thames Water on 0845 9200 888 or log onto our website www.thameswater.co.uk and complete our online form to change the water and drainage services bills to their name.

This CON29DW Drainage and Water Search complies with the requirements of Statutory Instrument 2007 No 1667 Schedules 6 and 8 to regulation 8(1) as it contains the enquiries and the appropriate responses set out in Part 2 of Schedule 8.

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. Thames Water Utilities Ltd (TWUL) holds all of these.

TWUL, trading as Property Insight, are 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) and any negligent or incorrect recording of that interpretation in the search report
- (iv) compensation payments

Please refer to the attached [Terms & Conditions](#).

Thames Water Utilities Ltd

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Residential

CON29DW Drainage & Water Search



Q1 – InterSretatiRn Rf C2 1 29D: Drainage and : ater Search

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

Q2 – Enquiries and ResSRnse

This CON29DW Drainage and Water Search complies with the requirements of Statutory Instrument 2007 No 1667 Schedules 6 and 8 to Regulation 8(l) as it contains the enquiries and the appropriate responses set out in Part 2 of Schedule 8.

The records were searched by Siobhan Bannister of Thames Water Utilities and SESW08 of Sutton and East Surrey Water Company 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 Siobhan Bannister of Thames Water Utilities who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

For your guidance:

- **7hDP HV: DNJ3 URSHW,nMJhW & RP SOLnW3 URFHGXH**
 - o Thames Water Property Insight offers a robust complaints procedure. Formal complaints can be made by telephone, in writing or by email at searches@thameswater.co.uk.
 - o Whilst we will endeavour to resolve complaints by telephone, there may be the need to investigate the complaint further to identify the error and in some cases 3rd party consultation will be required. For this reason, we will log all complaints on our system and a response will be provided to the customer within 24 hours. If no error has occurred a full explanation will be provided.
 - o If the query cannot be resolved within 24 hours, the customer will be provided with an update within 48 hours. Where necessary the search will be recompiled free of charge and an amended copy will be dispatched to the customer as soon as possible.
 - o For queries relating to an expedited search that has exceeded its SLA, the fees will be adjusted accordingly. If a refund or compensation has been agreed, this will be sent to the customer within approximately 6 weeks.
 - o If the customer is not satisfied with the resolution to their query, a Senior Manager will review the matter and respond within 5 working days.

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Residential

CON29DW Drainage & Water Search



Q3 – : here re@Yant, S@ase inc@de a copy of an extract from the public sewer map.

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

For your guidance:

- Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.
- 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.
- Sewers indicated on the extract from the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 DUH nRVDn 'DV FRnWKFNG UFRUG ,VW UFRP P HhG G WDWVHM details are checked with the developer, if any.
- Assets other than public sewers may be shown on the copy extract, for information.

Q4 – DRes fRuOwater frRP the property drain to a public sewer?

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

For your guidance:

- Water companies are not responsible for any private drains and sewers that connect the property to the public sewerage system and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users if the property is served by a private sewer that also serves other properties. These may pass through land outside the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
- If foul water does not drain to the public sewerage system, the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant.
- An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

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Residential

CON29DW Drainage & Water Search



Q5 – Does surface water from the property drain to a public sewer?

Records indicate that surface water from the property does drain to a public sewer.

For your guidance:

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

Q6 – Are any sewers or drains serving the property the subject of an existing adoption agreement or an application for such an agreement?

Records confirm that sewers serving the development, of which the property forms part are not the subject of an existing adoption agreement or an application for such an agreement.

For your guidance:

- This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer.
- Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities.
- Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991 and the '6th Edition' of the 'Drainage and Sewerage' part of the 'CON29DW' form.

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CON29DW Drainage & Water Search



Q7 – Does the Subsoil sewer Pass indicate any public sewer disposal main or lateral drain within the boundaries of the property?

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

For your guidance:

- The boundary of the property has been determined by reference to the plan supplied. Where a plan was not supplied the Ordnance Survey Record was used.
- 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.
- 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 details be checked with the developer, if any.

Q8 – Does the Subsoil sewer Pass indicate any Subsoil sewer within 30.48 metres (100 feet) of any buildings within the property?

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

For your guidance:

- The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer.
- The measurement is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.
- Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 details are checked with the developer.

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Q9 – 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?

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

For your guidance:

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

Q10 – : here re@Yant, S@ase inc@de a cRpy of an extract from the map of waterworks.

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

For your guidance:

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

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Q11 – Is any water Main or service pipe serving the property which is reserved to serve the property the subject of an existing adoption agreement or an application for such an agreement?

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.

For your guidance:

- 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.

Q12 – Who are the sewerage and water undertakers for the area?

Thames Water Utilities Limited, Clearwater Court, Reading, RG1 8DB is the sewerage undertaker for the area and Sutton & East Surrey Water, London Road, Redhill, Surrey, RH1 1LJ is the water undertaker for the area.

Q13 – Is the property connected to mains water supply?

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

For your guidance:

- The Company does not keep details of private supplies. The situation should be checked with the current owner of the property.

Q14 – Are there any water mains, resource mains or discharge pipes within the boundaries of the property?

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

For your guidance:

- The boundary of the property has been determined by reference to the plan supplied. Where a plan was not supplied the Ordnance Survey Record was used.
- The presence of a public water main within the boundary of the property may restrict further development within it. Water companies have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the company, or its contractors, needing to enter the property to carry out work.

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Q15 – : hat is the current basis fRr charging fRr sewerage and water services at the property?

7hH FhDUJHV DUH EDMHG Rn VH UDNDDEI vDCH RI VH SURSHUW RI £347.00
DnG VH FhDUJH I RUVH FXUJhVInDnFIDQ/HDUV £322.18.

For your guidance:

- : DNJ DnG VhwHJH FRP SDnHV IXD FhDUJHV DUH VHWXWIn VHLU charges schemes which are available from the company free of charge upon request.
- The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a water or sewerage company. Details are available from the Office of Water Services (OFWAT) website is www.ofwat.gov.uk.
- Where charges are given these are based on the data available at the time of the report.
- The Company 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:
 - o Watering the garden other than by hand (this includes the use of sprinklers).
 - o Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.
 - o A bath with a capacity in excess of 230 litres.
 - o A reverse osmosis unit

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Q16 – On the basis of charging for sewerage and water services at the property change as a consequence of a change of occupation?

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

For your guidance:

- The Company offers various charges schemes which are available from the company free of charge upon request.
- The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a water or sewerage company. Details are available from the Office of Water Services (OFWAT) website is www.ofwat.gov.uk.
- It is policy to meter all new water connections. This would result in charges being levied according to the measured tariff.
- The Company 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:
 - o Watering the garden other than by hand (this includes the use of sprinklers).
 - o Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.
 - o A bath with a capacity in excess of 230 litres.
 - o A reverse osmosis unit

Q17 – Is a surface water drainage charge payable?

Records confirm that a surface water drainage charge is payable for the property.

For your guidance:

- Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.
- Where surface water charges are payable but upon inspection the property owner believes that surface water does not drain to the public sewerage system, application can be made to the water company to end surface water charges. For further information please contact Thames Water on Tel: 0845 9200 888 or website www.thameswater.co.uk

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Q18 – Please include details of the location of any water meter serving the property.

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

For your guidance:

- Where a meter does not serve the property and the customer wishes to consider this method of charging, they should contact the water undertakers mentioned in question 12.

Q19 – : How is the property billed for sewerage services?

The property is billed for sewerage services by

Sutton & East Surrey Water
London Road
Redhill
Surrey
RH1 1LJ

Tel: 01737 772 000
www.waterplc.co.uk

Q20 – : How is the property billed for water services?

The property is billed for water services by;

Sutton & East Surrey Water
London Road
Redhill
Surrey
RH1 1LJ

Tel: 01737 772 000
www.waterplc.co.uk

Q21 – Is the dwelling-house which is forms part of the property at risk of internal flooding due to overloaded public sewers?

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

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For your guidance:

- A "VHWHUJ" "RVHUBDGH" WHH WHIOW 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.
- "nVUuDOIBRGnJ" IURP SXEUF VhwHUV IV GHInHG DV IBRGnJ, whIFh 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.
- "AV6 LN" SURSHUAV DUH WRMH WCVthe water company is required to include in the Regulatory Register that is presented annually to the Director General of Water Services. These are defined as properties that have suffered, or are likely to suffer, internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (HVMURnFH RUWIEH In Wh yHDU) DV GHMUP InHG Ey VM &RP SDny'V reporting procedure.
- Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the at Risk register.
- Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Company.
- Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.
- It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excludes flooding from private sewers and drains and the Company makes no comment upon this matter.
- For further information please contact Thames Water on Tel: 0845 9200 800 or website www.thameswater.co.uk

Q22 – Is the SrRSerty at risNRf receiYing Qw water Sressure Rr fQw?

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.

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For your guidance:

- The boundary of the property has been determined by reference to the plan supplied. Where a plan was not supplied the Ordnance Survey Record was used.
- “/Rw wDNu SUHAXUH’ PHDnV wDW” pressure below the regulatory reference level, which is the minimum pressure when demand on the system is not abnormal.
- Water Companies are required to include in the Regulatory Register that is presented annually to the Director General of Water Services, properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level)
- The reference level of service is a flow of 9 litres/minute at a pressure of 10metres / head on the customer’s side of the main stop tap (mst). The reference level of service must be applied on the customer’s side of a meter or any other company fittings that are on the customer’s side of the main stop tap. The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 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 the Institute of Plumbing handbook.
- **Allowable exclusions** The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply.
- **Abnormal demand:** This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand, which are normally expected. 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.
- **Planned maintenance:** Companies should not report under DG2 (Low Pressure Register) 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.
- **One-off incidents:** This exclusion covers a number of causes of low pressure; mains bursts; failures of company equipment (such as pressure reducing valves or booster pumps); 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.

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- **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.
- Please contact your water company mentioned in question 12 if you require further information.

Q23 – 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.

The analysis confirmed that all tests met the standards prescribed by the 2000 Regulations or the 2001 Regulations.

For your guidance:

- Thames Water investigates all infringements of drinking water quality standards and takes appropriate corrective actions to resolve any problems. If there were any risk to public health from the quality of drinking water supplied, the Company would have informed customers immediately and advised not to drink the water until the issue had been resolved.
- 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.
- In England and Wales these regulations implement the requirements of the European Drinking Directive 98/83/EC. The 2000 regulations impose standards for a range of parameters, which are either health based to ensure the water is safe to drink or to ensure the water is aesthetically acceptable. They also require that drinking water should not contain any element, organism or substance (whether or not a parameter) at a concentration or value, which would be detrimental to public health.
- Water quality is normally tested at the tap used for domestic consumption, normally 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.
- 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 mentioned in question 12 for further advice.

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- The Water Company undertakes a monitoring programme to establish water quality that includes random sampling from domestic properties. It will notify the consumers of any failures to meet the water quality standards that are due to the condition or maintenance of the domestic distribution system.
- The data collected by the company is subject to external review by the Drinking Water Inspectorate (DWI) and by local and health authorities. In addition to reviewing quality data the DWI also carry out audits. Further information may be found at www.dwi.gov.uk
- If you require further advice regarding these failures, please contact your Water Company mentioned in question 12.

Q24 – Please include details of any departures authorised by the Secretary of State under Part S of the 2000 Regulations from the provisions of Part P of those Regulations.

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

For your guidance:

- Authorised departures are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health.
- Please contact your water company mentioned in question 12 if you require further information.

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Q25 – Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.

The nearest sewage treatment works is 6.994 kilometers to the north west of the property. The name of the nearest sewage treatment works is BEDDINGTON STW.

For your guidance:

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

Payment for this Search

The charge will be added to the NLIS Account. This search was ordered through National Land Information Services, Russell Square House, 10-12 Russell Square, London WC1B 5LF.

Please note that none of the charges made for this report relate to the provision of Ordnance Survey mapping information.

All prices are in accordance with the standard terms of Property Insight; please contact us on 0118 925 1504 to obtain further details.

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Standard/2009 1SP1F01**











Residential Drainage & Water Search Sewer Key

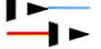

Public Sewer Pipes (Operated & Maintained by Thames Water)

-  **Foul Sewer:** A sewer designed to convey waste water from domestic and industrial sources to a treatment works.
-  **Surface Water Sewer:** A sewer designed to convey surface water (e.g. rain water from roofs, yards and car parks) to rivers, watercourses or a treatment works.
-  **Combined Sewer:** A sewer designed to convey both waste water and surface water from domestic and industrial sources to a treatment works.
-  **Trunk Sewer:** A strategic sewer which collects either foul or surface water flow from a number of subsidiary catchments and transfers this flow to a pumping station, river outfall or treatment works.
-  **Storm Overflow Sewer:** A sewer designed to convey excess rainfall to rivers or watercourses so that the flow does not exceed the capacity of normal sewers (which could cause flooding).
-  **Biosolids:** A sewer designed to convey sludge from one treatment works to another.
-  **Vent Pipe:** A section of sewer pipe connected between the top of a sewer and vent column, used to prevent the accumulation of gas in a sewer and thus allowing the system to operate properly.
-  **Rising Main:** A pipe carrying pumped flow under pressure from a low point to a high point on the sewerage network. Line style / colour and direction of fleck indicate sewer purpose and direction of flow within the pipe.
-  **Vacuum:** A foul sewer designed to remove foul sewerage under pressure (vacuum sewers cannot accept direct new connections).
-  **Proposed Foul Sewer**
-  **Proposed Surface Water Sewer**

Other Sewer Types (Not Operated or Maintained by Thames Water)

-  **Foul Sewer:** Any foul sewer that is not owned by Thames Water.
-  **Surface Water Sewer:** Any surface water sewer that is not owned by Thames Water.
-  **Combined Sewer:** Any combined sewer that is not owned by Thames Water.
-  **Gully:** A sewer designed to convey surface water from large roads, motorways, etc. to watercourses or to public surface water sewers. These sewers are generally maintained by the relevant highway authority.
-  **Culverted Watercourse:** A watercourse running through a culvert or pipe which is the responsibility of the property owner or the Environment Agency.
-  **Abandoned Sewer:** A disused sewer. Usually filled with cement mixture or removed from the ground.

Other Symbols

-  **Undefined Ends:** These symbols represent the point at which a pipe continues but no records of its position are currently held by Thames Water. These symbols are rare but may be found on any of the public sewer types.
-  **Public/Private Pumping Station:** Foul or Surface water pumping station.

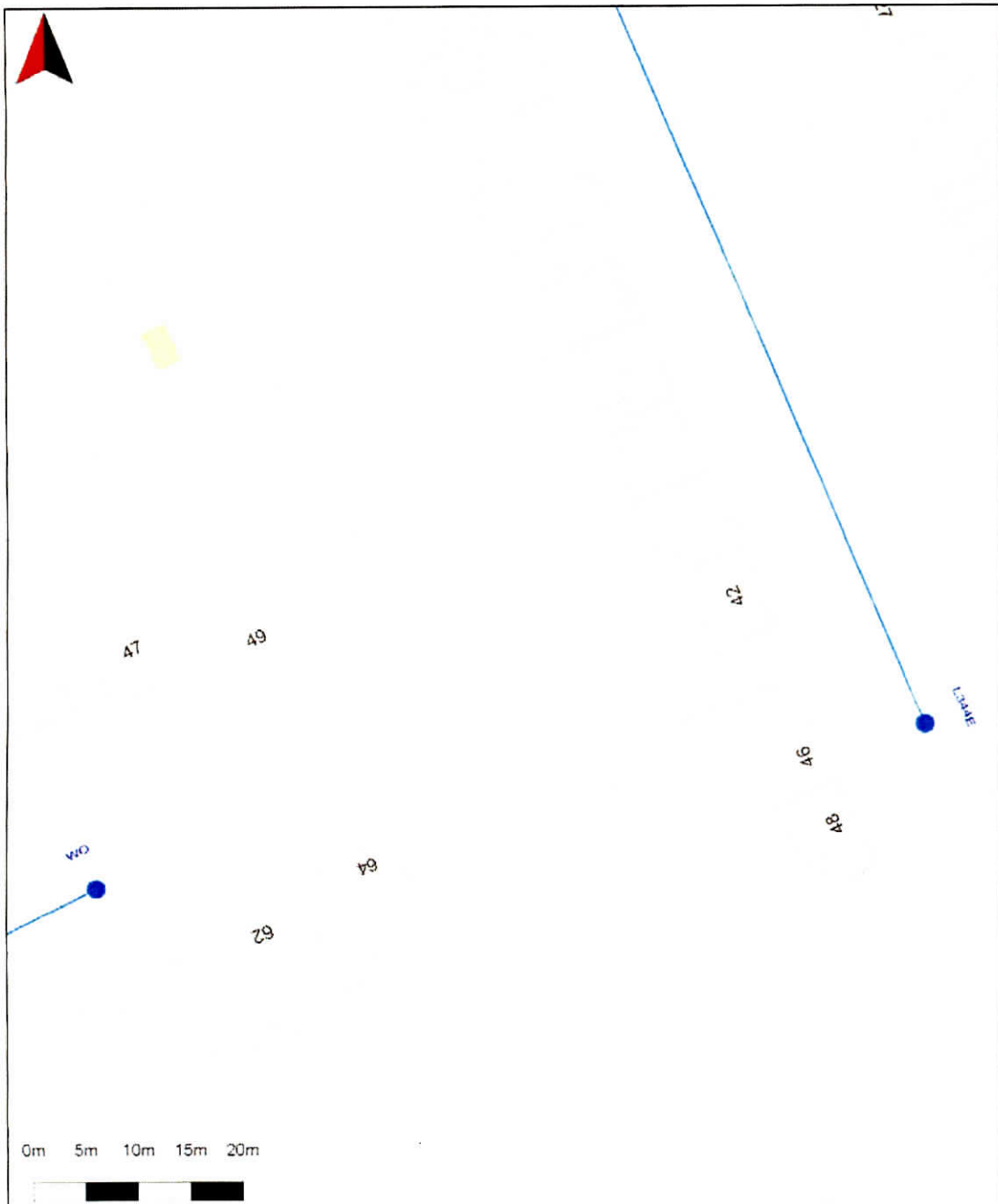
Notes:


- 1) All levels associated with the plans are to Ordnance Datum Newlyn.
- 2) All measurements on the plans are metric.
- 3) Arrows (on gravity fed sewers) or flecks (on rising mains) indicate direction of flow.

4) Most private pipes are not shown on our plans, as in the past, this information has not been recorded.

5) 'na' or '0' on a manhole level indicates that data is unavailable.

6) The text appearing alongside a sewer line indicates the internal diameter of the pipe in millimetres. Text next to a manhole indicates the manhole reference number and should not be taken as a measurement. If you are unsure about any text or symbology present on the plan, please contact a member of Property Insight on 0118 925 1504.



<p>Existing mains ————</p> <p>In Progress works - - - - -</p> <p>Hydrant/Washpoints ● (blue) ■ (red)</p>	<p>TITLE</p> <p>DWS/DWS Standard/2009_1631301</p>	 <p>M E Hegarty B.Sc(Hons) MBA, CEng CEnv FICE FCIWEM Operations Director Sutton & East Surrey Water plc London Road Redhill Surrey RH1 1LJ Telephone 01737 772000 Fax 01737 76800 www.sew.surrey.gov.uk</p>
<p>ACCURACY OF PLANS WARNING</p> <p>The information on this plan with regard to the ultimate sub-ground conditions is given in good faith but is NOT GUARANTEED to be free from errors or omissions and should be treated as a general indication of the location and nature of such structures. The actual location of water pipes and communication cables must be determined by hand excavation.</p> <p>SECURITY & CONFIDENTIALITY OF INFORMATION</p> <p>Documents and drawings are NOT to be disclosed to 3rd parties without prior agreement of Sutton & East Surrey Water plc.</p>	<p>NOT TO SCALE</p> <p>DATE PLOTTED</p> <p>19/10/2009</p>	

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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 Report' means the Report produced by the Company in respect of the Property.
'The Client' means the person who has provided the information for the Report.
'The Purchaser' means the person who has purchased the Report.
'The Order' means the order for the Report.
'The Property' means the property in respect of which the Report is produced.
'The Mortgage Lender' means the mortgage lender of the Property.
'The Report' means the Report produced by the Company in respect of the Property.
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'The Order' means the order for the Report.
'The Property' means the property in respect of which the Report is produced.
'The Mortgage Lender' means the mortgage lender of the Property.

Agreement

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

The Report

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

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 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 the Company shall not be liable (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) in excess of £100,000.
- 3.4 The Company shall accept liability for death or personal injury arising from its negligence.

Copyright and Confidentiality

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

Payment

5. Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by The Company, without any set off, deduction or counterclaim. Unless the Customer or Client has an account with The Company for payment 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.

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 and conditions are available in larger print for those with impaired vision.