



TheHomeInformationPackCo.

# Home Information Pack







# Home Information Pack Index

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## Home Information Pack Index for

**2 Manor Croft, Ripley, Derbyshire, DE5 3UE**

About this form:

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

Required documents need to be included in all cases where relevant. Authorised documents do not. Please seek advice where necessary.

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

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

Someone can complete this form on behalf of a seller.

The Regulations also tell you what other documents must and may be in the Home Information Pack, and guidance on the Regulations is available at [www.homeinformationpacks.gov.uk](http://www.homeinformationpacks.gov.uk).

### **Seller's check of this form:**

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

Please check the boxes below to confirm that:

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

## Home Information Pack Index

<u>Home information pack document</u>	<u>Date of pack document</u>	<u>Included</u>	<u>Reason why not included</u>	<u>Other info</u>
Energy Performance Certificate	04/02/2009	Yes		
Sales Statement	27/01/2009	Yes		
Official copies of individual registry	27/01/2009	Yes		
Official copies of title plan	27/01/2009	Yes		
Filed copies	27/01/2009	Yes		
Drainage and water enquiries	04/02/2009	Yes		
Local land charges	04/02/2009	Yes		
Local enquiries	04/02/2009	Yes		



2, Manor Croft  
RIPLEY  
DE5 3UE

Dwelling type: Semi-detached house  
Date of assessment: 2 February 2009  
Date of certificate: 2 February 2009  
Reference number: 0054-2872-6729-0201-4841  
Total floor area: 55 m<sup>2</sup>

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

## Energy Efficiency Rating

	Current	Potential
<i>Very energy efficient - lower running costs</i>		
(92 plus) <b>A</b>		
(81 - 91) <b>B</b>		
(69 - 80) <b>C</b>		
(55 - 68) <b>D</b>	<b>70</b>	<b>75</b>
(39 - 54) <b>E</b>		
(21 - 38) <b>F</b>		
(1 - 20) <b>G</b>		
<i>Not energy efficient - higher running costs</i>		
<b>England &amp; Wales</b>	EU Directive 2002/91/EC	

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

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

	Current	Potential
<i>Very environmentally friendly - lower CO<sub>2</sub> emissions</i>		
(92 plus) <b>A</b>		
(81 - 91) <b>B</b>		
(69 - 80) <b>C</b>		
(55 - 68) <b>D</b>	<b>65</b>	<b>71</b>
(39 - 54) <b>E</b>		
(21 - 38) <b>F</b>		
(1 - 20) <b>G</b>		
<i>Not environmentally friendly - higher CO<sub>2</sub> emissions</i>		
<b>England &amp; Wales</b>	EU Directive 2002/91/EC	

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

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

	Current	Potential
Energy use	280 kWh/m <sup>2</sup> per year	236 kWh/m <sup>2</sup> per year
Carbon dioxide emissions	2.6 tonnes per year	2.2 tonnes per year
Lighting	£34 per year	£26 per year
Heating	£366 per year	£324 per year
Hot water	£96 per year	£84 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.



The address and energy rating of the dwelling in this EPC may be given to EST to provide information on financial help for improving its energy performance.

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

## About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by 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: NHER003240  
Assessor's name: Mr Charles Federolf  
Company name/trading name: Sinah Property Surveying  
Address: 9 Britannia Avenue, Ripley, DE5 9TW  
Phone number: 01773 745611  
Fax number: 01773 745611  
E-mail address: federolf@btinternet.com

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

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



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

2, Manor Croft  
RIPLEY  
DE5 3UE

Date of certificate: 2 February 2009  
Reference number: 0054-2872-6729-0201-4841

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

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

Element	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Cavity wall, as built, insulated (assumed)	Good	Good
Roofs	Pitched, 150mm loft insulation	Good	Good
Floor	Solid, no insulation (assumed)	-	-
Windows	Fully double glazed	Average	Average
Main heating	Boiler and radiators, mains gas	Good	Good
Main heating controls	Programmer and room thermostat	Poor	Poor
Secondary heating	None	-	-
Hot water	From main system	Good	Good
Lighting	Low energy lighting in 72% of fixed outlets	Very good	Very good
<b>Current energy efficiency rating</b>		<b>C 70</b>	
<b>Current environmental impact (CO<sub>2</sub>) rating</b>		<b>D 65</b>	

### 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 Low energy lighting for all fixed outlets	£6	C 71	D 66
2 Upgrade heating controls	£13	C 72	D 67
Sub-total	£19		
<b>Higher cost measures</b>			
3 Replace boiler with Band A condensing boiler	£43	C 75	C 71
Total	£62		
<b>Potential energy efficiency rating</b>		<b>C 75</b>	
<b>Potential environmental impact (CO<sub>2</sub>) rating</b>			<b>C 71</b>

## Further measures to achieve even higher standards

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

Higher cost measures			
4 Solar water heating	£19	C 76	C 73
5 Solar photovoltaic panels, 2.5kWp	£159	B 90	B 86
<b>Enhanced energy efficiency rating</b>		<b>B 90</b>	
<b>Enhanced environmental impact (CO<sub>2</sub>) rating</b>			<b>B 86</b>

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

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

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

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

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

#### 1 Low energy lighting

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

#### 2 Heating controls (thermostatic radiator valves)

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

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

#### 3 Band A condensing boiler

A condensing boiler is capable of much higher efficiencies than other types of boiler, meaning it will burn less fuel to heat this property. This improvement is most appropriate when the existing central heating boiler needs repair or replacement, but there may be exceptional circumstances making this impractical. Condensing boilers need a drain for the condensate which limits their location; remember this when considering remodelling the room containing the existing boiler even if the latter is to be retained for the time being (for example a kitchen makeover). Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is registered with a competent persons scheme<sup>1</sup>, and can therefore self-certify the work for Building Regulation compliance. Ask a qualified heating engineer to explain the options.

## About the further measures to achieve even higher standards

Further measures that could deliver even higher standards for this home. You should check the conditions in any covenants, planning conditions, warranties or sale contracts before undertaking any of these measures. 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.

#### 4 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.

#### 5 Solar photovoltaic (PV) panels

A solar PV system is one which converts light directly into electricity via panels placed on the roof with no waste and no emissions. This electricity is used throughout the home in the same way as the electricity purchased from an energy supplier. The British Photovoltaic Association has up-to-date information on local installers who are qualified electricians and on any grant that may be available. Planning restrictions may apply in certain neighbourhoods and you should check this with the local authority. Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is appropriately qualified and registered as such with a competent persons scheme<sup>1</sup>, and can therefore self-certify the work for Building Regulation compliance.

## What can I do today?

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

- Ensure that you understand the dwelling and how its energy systems are intended to work so as to obtain the maximum benefit in terms of reducing energy use and CO<sub>2</sub> emissions.
- Check that your heating system thermostat is not set too high (in a home, 21°C in the living room is suggested) and use the timer to ensure 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.

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<sup>1</sup> 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.



# Home Information Pack Sales Statement

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## Home Information Pack Sales Statement for

**2 Manor Croft, Ripley, Derbyshire, DE5 3UE**

About this form:

Under the Home Information Pack Regulations, you must provide the following information in your Home Information Pack.

Someone can complete this form on behalf of a seller.

If the property has not been completed or converted, please answer the questions as if the property is finished.

The Regulations also tell you what other documents must and may be in the Home Information Pack, and guidance on the Regulations is available at [www.homeinformationpacks.gov.uk](http://www.homeinformationpacks.gov.uk).

### **Seller's check of this form:**

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Please check the boxes below to confirm that:

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

## Home Information Pack Sales Statement

1. Is the property a flat or a house?	<input type="checkbox"/> Flat (incl. maisonette) <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 <input type="checkbox"/> Conversion of commercial premises
3. The property is (or will be):	<input checked="" type="checkbox"/> Freehold <input type="checkbox"/> Leasehold <input type="checkbox"/> Commonhold <input type="checkbox"/> Refer to solicitor
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 Moores
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 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, <input type="checkbox"/> Developer
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:





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 DY184035

Edition date 31.10.2007

- This official copy shows the entries on the register of title on 27 Jan 2009 at 14:46:04.
- 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 27 Jan 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](http://www.landregistry.gov.uk) or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Nottingham (West) Office.

## A: Property Register

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

DERBYSHIRE : AMBER VALLEY

- 1 (05.11.1986) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 2 Manor Croft, Ripley (DE5 3UE).
- 2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 4 July 1969 made between (1) The Butterley Company Limited and (2) Gordon Hugh Cox and Mollie Beighton Cox:-  
  
SUBJECT TO but with the benefit of (as the case may be) all existing rights of way public or private sewerage support light and other easements or quasi-easements (if any) including all rights for the continuance of any means of supply of light or electricity or for drainage or sewerage through over or under the property hereby conveyed TOGETHER with all necessary rights of access for maintenance renewal and repair of any apparatus or construction in connection with such rights.
- 3 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 4 August 1986 made between (1) Gordon Hugh Cox and Mollie Beighton Cox and (2) Ford and Weston (Derby) Limited:-  
  
"TOGETHER WITH the benefit of and subject to (as the case may be) all existing rights of way public or private sewerage support light and other easements or quasi-easements (if any) including all rights for the continuance of any means of supply of light or electricity or for drainage or sewerage through over or under the Property hereby conveyed."
- 4 The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 6 January 1989 referred to in the Charges Register.
- 5 The Transfer dated 6 January 1989 referred to above contains provisions as to light or air and boundary structures.

Title number DY184035

## 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 (24.04.2001) PROPRIETOR: RICHARD MOORES of 2 Manor Croft, Ripley, Derbyshire, DE5 3UE.
- 2 (24.04.2001) The price stated to have been paid on 10 April 2001 was £46,500.
- 3 (24.04.2001) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

## C: Charges Register

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

- 1 A Transfer of the land in this title dated 6 January 1989 made between (1) Ford & Weston (Derby) Limited and (2) Susan Anne Cheeseman contains restrictive covenants.  
  
*NOTE: Original filed.*
- 2 (24.04.2001) REGISTERED CHARGE dated 10 April 2001 to secure the moneys including the further advances therein mentioned.
- 3 (31.10.2007) Proprietor: BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC327000) of Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS.

### End of register

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

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

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

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

This official copy is issued on 27 January 2009 shows the state of this title plan on 27 January 2009 at 14:46:04. 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, Nottingham (West) Office .

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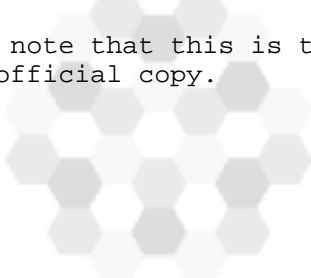
**These are the notes referred to on the following official copy**

Title Number DY184035

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

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

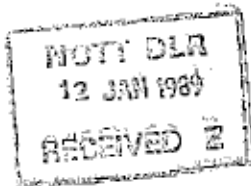


H M LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 1971

TRANSFER OF FREEHOLD

(PART)



COUNTY AND DISTRICT : DERBYSHIRE - AMBER VALLEY  
TITLE NUMBER : DY147519 **DY184035**  
PROPERTY : Plot Number 11  
forming part of land on the  
North side of Lowes Hill  
Ripley

DATED *Sixth day of January* 198*8* *9*

1. IN consideration of TWENTY EIGHT THOUSAND NINE HUNDRED AND NINETY FIVE POUNDS (£28,995.00) the receipt whereof is hereby acknowledged FORD & WESTON (DERBY) LIMITED whose registered office is situate at 542 Osmaston Road Derby (hereinafter called "the Transferor") as Beneficial Owner hereby transfers to SUSAN ANNE CHEESEMAN of 12 Holly Grove Swanwick (hereinafter called "the Transferee") the land(s) (hereinafter called "the plot") shown edged red and numbered 11 on the accompanying plan being part of the land comprised in the title above referred to TOGETHER WITH the dwellinghouse or bungalow and outbuildings appurtenant thereto erected thereon TOGETHER WITH full right and liberty for the Transferee his tenants servants and licensees in common with all other persons having the like right at all times hereafter:-

(a) for the purpose of access to or egress from the plot to pass and repass with or without vehicles along the roads and on foot only along the footpaths until the same shall become adopted by the local highway authority which are now or may within the perpetuity period be constructed on the Transferor's estate



DY184035



SEQ222



(hereinafter called "the estate" which expression shall in this Transfer mean all the land in respect of which the Transferor is or was the registered proprietor under the title above referred to)

- (b) to the free passage and running of water soil gas electricity and other services through all drains channels sewers pipes wires cables watercourses gutters and other conducting media (hereinafter called "the service installations") in on under or belonging to any land comprised in the estate and now used or to be used by the plot subject to the payment of a fair and proper proportion of the expense from time to time of cleaning maintaining repairing and renewing the same
- (c) to keep the eaves gutters spouts downpipes chimney cappings foundations and any similar structures (hereinafter together referred to as "the projections") incidental to the user of the buildings on the plot which overhang or protrude beneath the adjoining land comprised in the estate
- (d) to enter after the giving of reasonable notice and at all reasonable times (except in the case of an emergency) upon the adjoining land comprised in the estate so far as may be necessary and so far as the proximity of the buildings or structures now erected or to be erected during the perpetuity period on the adjoining land allows for the purpose of inspecting cleaning maintaining repairing and renewing the buildings walls fences and other boundaries and structures on the plot the service installations and the projections causing as little damage as possible and making good to the reasonable satisfaction of the



registered proprietors from time to time of the said adjoining land any damage caused

(e) to pass and repass but on foot only at all times and for all purposes over the one metre wide piece of land coloured brown (if any) on the said plan as is not hereby transferred in common with the Transferor or other the owners or occupiers for the time being of the adjoining property shown on the said plan upon payment of a one half part of the cost of maintaining and repairing the surface of the land coloured brown on the said plan PROVIDED ALWAYS that none of the rights hereinbefore granted shall apply to or be exercised over any electricity sub-station site or sites now included in the estate during the perpetuity period

2. THERE is excepted and reserved unto the Transferor and all other persons entitled thereto or authorised by the Transferor out of the plot hereby transferred the following rights:-

- (a) rights over the plot equivalent in all respects mutatis mutandis to those contained in clause 1 sub-clauses (b) (c) and (d) thereof
- (b) the right for the Statutory Undertakers (as defined in the Housing Act 1957 or any statutory enactment for the time being in force) or any local authority to enter on the plot for the purpose of constructing inspecting laying maintaining repairing altering or reconstructing any of their apparatus in over or under the plot without notice to the Transferee AND the right to grant for the benefit of the estate all easements wayleaves licences and privileges needed by local authorities electricity boards gas boards or other statutory authority or supply companies and television or radio service companies in connection

with the service usually provided or maintained by them

- (c) the right to enter on the plot for the purpose of planting any tree or shrub and carry out any landscaping works required by any tree planting landscaping or similar scheme agreed between the Transferor and the local planning authority or to meet the proper requirements of any local authority the person exercising such rights doing no unnecessary damage and making good any damage thereby caused
- (d) the right to enter on the plot and to erect scaffolding thereon for a period not exceeding three months for the purpose of erecting a dwellinghouse or dwellinghouses upon the adjoining lands of the Transferor subject to the Transferor forthwith making good to the satisfaction of the Transferee all damage (if any) occasioned to the plot arising out of the exercise of such right
- (e) the right for the Transferor and its successors in title or other the owner or owners for the time being of the adjoining property shown on the said plan in common with the Transferee to pass and repass but on foot only at all times and for all purposes over the one metre piece of land coloured brown (if any) on the said plan as is hereby transferred on payment of a one half part of the cost of maintaining and repairing the surface thereof

3. THE Transferee with the intent and so as to bind the plot into whosoever hands the same may come hereby covenants with the Transferor for the benefit of the remainder of the land comprised in the above title number that the Transferee and his successors in title will observe and perform the covenants restrictions and stipulations

set out in the Schedule hereto

4. NOTWITHSTANDING the covenants on the part of the Transferee in the preceding clause nothing shall operate to prevent the Transferor from dealing with any of its adjoining or neighbouring land or any part thereof in such manner and for such purposes in all respects as the Transferor shall think fit and there is reserved to the Transferor the right to release waive modify or exclude any of the covenants restrictions and stipulations set out in the Schedule hereto in any future sale lease or disposition of any of the adjoining or neighbouring land of the Transferor on the said estate or any part thereof

5. THE Transferor hereby covenants with the Transferee that the Transferor will at its own expense (where not already adopted) form metal kerb and channel the road upon which the plot abuts including the footpaths crossings and verges (if any) in accordance with the plans and specifications of the local authority and will indemnify the Transferee from and against all costs charges and expenses in respect thereof

6. IF there is any right which the Transferor could enforce to claim compensation in respect of subsidence damage the Transferor hereby assigns that right unto the Transferee subject to the Transferee indemnifying the Transferor against all costs arising in respect thereof

7. IT IS HEREBY AGREED AND DECLARED as follows:-

- (a) that the walls and fences where not marked with a 'T' mark inwards separating the plot from the adjoining property of the Transferor or its successors in title for the time being shall henceforth be deemed to be party walls and fences and shall be

used and repaired accordingly

- (b) that the Transferee shall not be or become entitled to any right of light or air or other easement (except as by this Transfer expressly granted) over any adjoining or neighbouring land now or late of the Transferor so as to prejudice the use of the land for building or other purposes obstructive or otherwise
- (c) where the context so admits the expression the Transferor and the Transferee shall be deemed to include the successors in title of the Transferor and the Transferee respectively
- (d) where there are two or more persons included in the expression "the Transferee" the covenants expressed to be made by the Transferee shall be deemed to be made by such persons jointly and severally and as between such persons they shall hold the plot upon trust for themselves as joint tenants so that the survivor of them is entitled to give a valid receipt for capital monies arising on the disposition of the plot
- (e) the masculine includes the feminine and the singular includes the plural and vice versa
- (f) in this Transfer "the perpetuity period" shall mean the period of eighty years commencing from the date of this Transfer

8. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of Thirty thousand pounds

THE SCHEDULE hereinbefore referred to

- 1. At all times to maintain in good repair and condition the boundary walls or fences indicated with a 'T' mark inwards on the



accompanying plan if any

2. No building erected or to be erected on the plot shall at any time hereafter be used for any purpose other than that of a private dwellinghouse with garages and outbuildings belonging thereto and no trade business or profession shall be exercised or carried on or be permitted to be exercised or carried on upon the plot nor shall any operative machinery be fixed or placed thereon
3. No animals or birds other than the usual domestic animals or caged birds shall be kept upon the plot and in particular no poultry or pigeons shall be kept thereon
4. Nothing shall be done on the plot which shall be or grow to be a nuisance to the Transferor or its successors in title or the owner or owners for the time being of any adjoining or neighbouring land now or late of the Transferor
5. To allow the Transferor and all persons authorised by it to enter the plot at all reasonable times for the purpose of planting within the boundaries of the plot such trees and shrubs as may be required by the local authority to be planted upon the plot and in such positions as the local authority may designate and not to damage lop fell or otherwise interfere with such trees or shrubs when planted except with the consent of the local authority first had and obtained
6. No building gate wall or fence hedge or erection of any kind shall be placed or erected on the plot nearer to the road than the existing building line and the space between the dwellinghouse and garage (if any) erected or to be erected on the plot and the road to which it shall have a frontage shall be maintained as an ornamental garden and kept in a neat and tidy

condition

7. Not within a period of five years from the date hereof without the previous consent in writing of the Transferor to erect or put up any buildings or erections (other than a garage greenhouse or shed) or make any structural alteration or structural addition to any buildings whatsoever in or upon the plot or any part thereof and if such consent in writing be granted not to make such erection alteration or addition except in accordance with plans as to the siting and appearance thereof previously approved in writing by the Transferor
8. Not to erect any building or structure whatsoever over the site of any drains or sewers situate within the plot without the consent of the local authority
9. Not to do anything which may lessen the support or protection by any party walls or structures herein mentioned
10. To pay a reasonable proportion (in case of dispute to be conclusively determined by the Transferor) of the expense of repairing maintaining renewing or cleaning all party walls and fences private forecourts and rights of way and unadopted sewers drains channels pipes watercourses cables and wires and other easements used or intended to be used in common by the occupier of the plot and the occupier of any adjoining or neighbouring part of the estate
11. Not to allow any vehicle other than a private motor car or caravan (in the latter case then only one in number and to the rear of the building line) to be parked on the plot and such caravan shall not whilst on the plot be used for residential

purposes

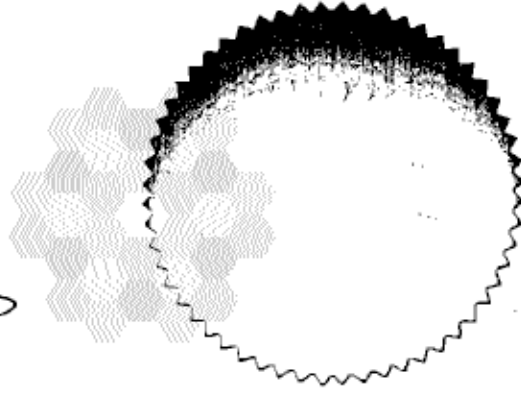
12. Not at any time hereafter to erect or construct any building wall or fence or plant any tree or shrub on the Service Strip (if any) shown coloured green on the plan annexed hereto nor do or suffer to be done therein or thereon any matter or thing whereby the cover of soil over the said Strip for the support of the pipes wires and cables laid or to be laid in the said Strip shall be altered or which may render access thereto more difficult or expensive to the intent that the Highway Authority and any Statutory Undertaker shall have an unencumbered right of access to any such Strip for the purpose of constructing laying maintaining repairing or replacing any equipment pipes wires cables or other apparatus laid or to be laid in or on or over the said Strip

13. Not to cause or allow any obstruction or interfere with the user thereof by the persons entitled thereto of the piece of land coloured brown (if any) on the said plan and from time to time and when necessary to contribute a one half part of the cost according to user of maintaining and repairing the surface thereof in common with the adjoining owner

THE COMMON SEAL of FORD & )  
 )  
WESTON (DERBY) LIMITED was )  
 )  
hereunto affixed in the )  
presence of:- )

Director 

Secretary 



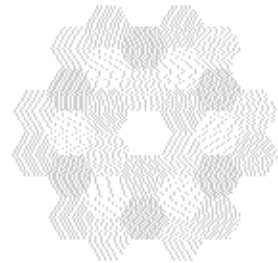
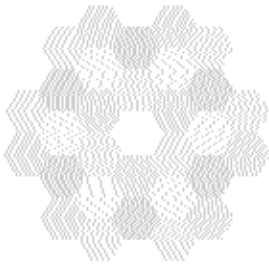
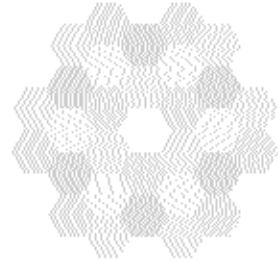
SIGNED SEALED AND DELIVERED )

by the said TRANSFeree in the )

presence of:- )

Susan A. Cheseman.

John F. Ash  
Solicitor  
Duffield  
Delaware



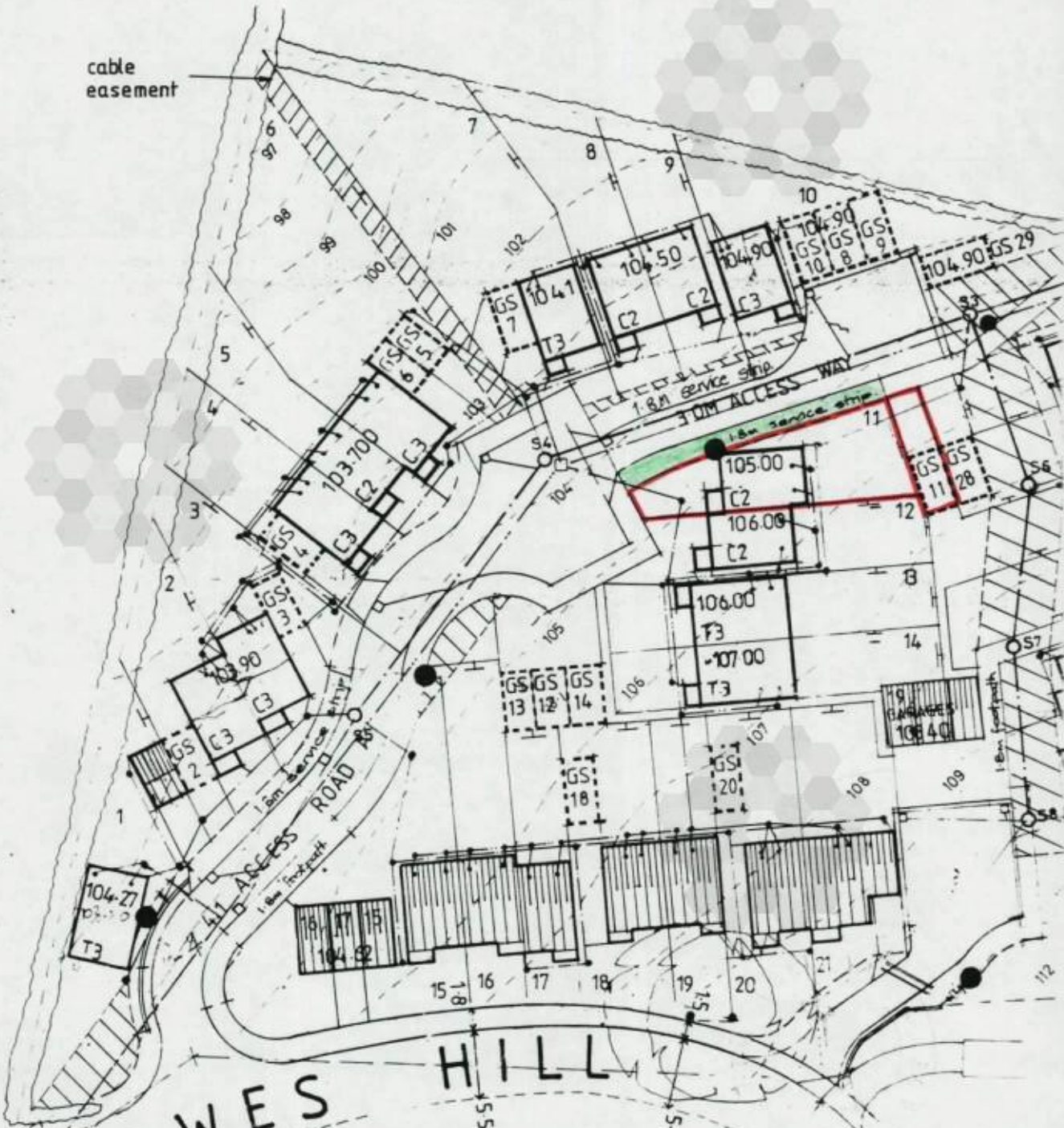


N

Susan A. Chesebrough



cable easement



LOWES

HILL

R. Cayton

DY184035



## Searches UK

First and Second Floor Offices  
84 High Street  
Shoreham by Sea  
BN43 5DB

Order Date: **Wednesday, 28 January 2009**  
Order No: **20070199**  
Customer Ref: **25818**

---

Severn Trent Searches has carried out enquiries into the following property, in line with its published terms of sale upon request from Searches UK

**2 MANOR CROFT  
RIPLEY  
DE5 3UE**

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In response to the enquiry for drainage and water information, this search report was prepared following examination of either the following original records or summary records derived from the original: 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. Should the property not fall entirely within the Severn Trent Water Region, a copy of the records held by South Staffordshire Water of other relevant Water Company will be searched also. Severn Trent Searches is responsible for the accuracy of the information contained within the search report.

## Question 1

### Interpretation of Drainage and Water Enquiry.

Appendix 1 of this report contains definitions of terms and expressions identified in Part 1 of Schedule 8 of Statutory Instrument 2007 No 1667 known as the Home Information Pack (No.2) Regulations 2007 (the "Regulations").

## Question 2

### Enquiries and Responses.

The Search Report on the above property was completed on 2 Feb, 2009 by Afsheen Azizi, a technician employed by Severn Trent Searches and complies with the requirements of the Regulations in relation to Drainage and Water Enquiries. In the event of any queries about the preparation of this search report, enquiries should be directed to:

[enquiries@severntrentsearches.com](mailto:enquiries@severntrentsearches.com)

Or the Customer Service Manager, Severn Trent Searches at the address below.

Severn Trent Searches has put in place procedures to ensure that customers receive support in the event of any complaint. Our formal Complaints Procedure is set out in Appendix 2.

The address for all correspondence is:

**Severn Trent Searches**  
**PO Box 6187**  
**Nottingham**  
**NG5 1LE**  
**Tel: 0115 962 7269**

or

**Severn Trent Searches**  
**DX 723860**  
**Nottingham 43**

## **ORDER SUMMARY**

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To help understand the implications of the Drainage and Water Enquiries Report which has been prepared in accordance with Schedule 8 of the Home Information Pack Regulations, a summary guide to the content of the full report is provided below. This guide should be read in the context of and with reference to the full report and associated guidance notes.

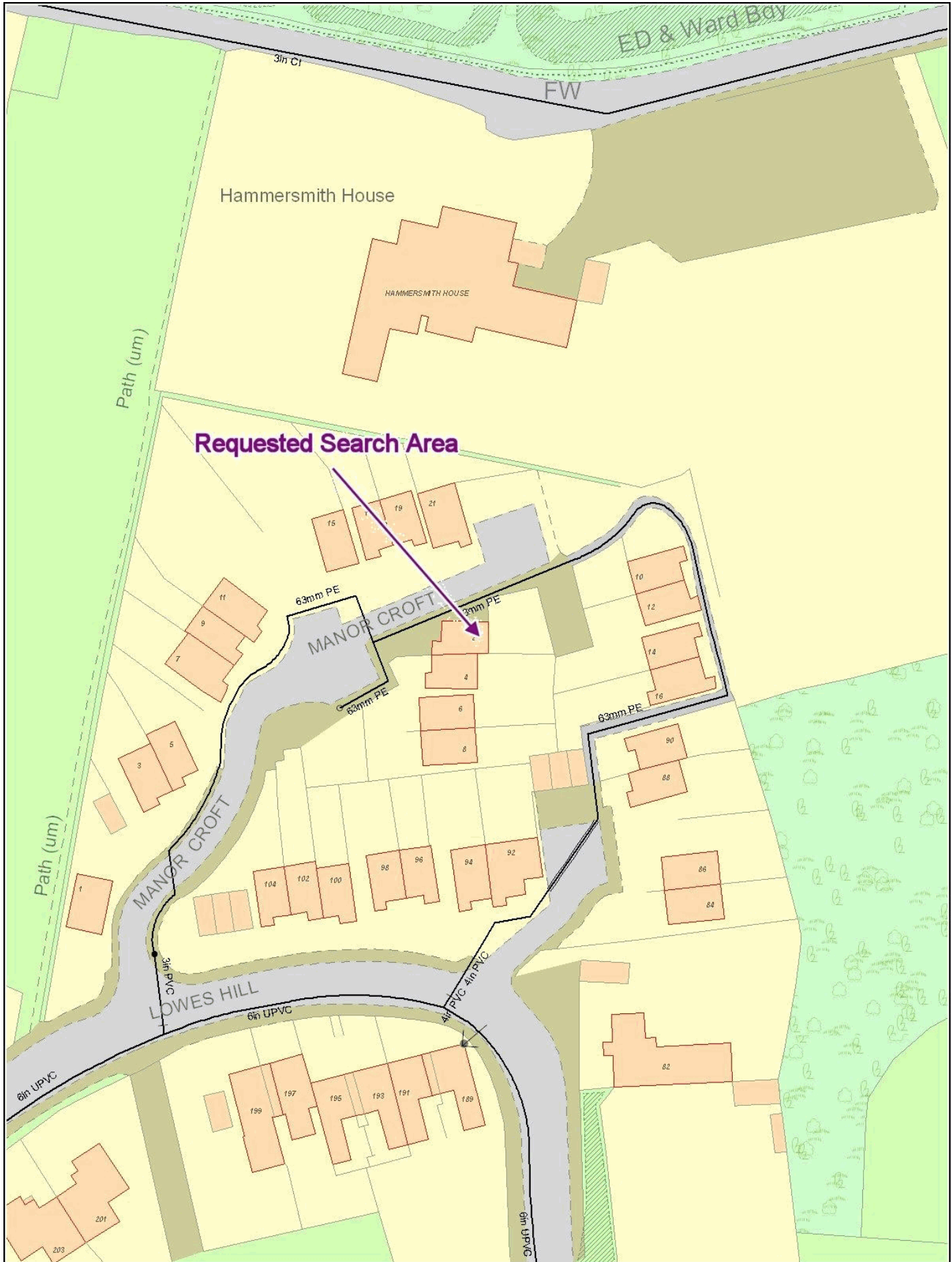
The following 3 classifications have been used to highlight whether or not the response to a particular question is something that would normally be expected or otherwise. The classifications are intended purely as a guide to assist in the understanding of the HIPS Report and do not imply that the property is fit to purchase or otherwise and this decision will rest with the prospective purchaser and their professional advisers.

- ✓ This response represents the typical situation for a residential property.
- ? The attention of the purchaser is drawn to this response. The purchaser may wish to make further investigations into this situation.
- ✗ This response represents an uncommon situation for a residential property and the purchaser should carefully consider its implications.

Question	Answer
3 Where relevant, please include a copy of an extract from the public sewer map.	<b>Map Provided</b> ✓
4 Does foul water from the property drain to a public sewer?	<b>Yes</b> ✓
5 Does surface water from the property drain to a public sewer?	<b>Yes</b> ✓
6 Are any sewers or lateral drains serving, or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	<b>No</b> ✓
7 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	<b>No</b> ✓
8 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	<b>Yes</b> ✓
9 Has a Sewerage Undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?	<b>No</b> ✓
10 Where relevant, please include a copy of an extract from the map of waterworks.	<b>Map Provided</b> ✓
11 Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	<b>No</b> ✓
12 Who are the Sewerage and Water Undertakers for the area?	<b>See Answer</b> ✓
13 Is the property connected to mains water supply?	<b>Yes</b> ✓
14 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	<b>Yes</b> ?
15 What is the current basis for charging for sewerage and water services at the property?	<b>Unmeasured</b> ✓
16 Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?	<b>No</b> ✓
17 Is a surface water drainage charge payable?	<b>Yes</b> ✓
18 Please include details of the location of any water meter serving the property.	<b>N/A</b> ✓
19 Who bills the property for sewerage services?	<b>See Details</b> ✓
20 Who bills the property for water services?	<b>See Details</b> ✓
21 Is the dwelling-house which is or forms part of the property at risk of internal flooding due to overloaded public sewers?	<b>No</b> ✓
22 Is the property at risk of receiving low water pressure or flow?	<b>No</b> ✓
23 Please include details of a water quality analysis made by the Water Undertaker for the water supply zone in respect of the most recent calendar year.	<b>Pass</b> ✓
24 Please include details of any departures, authorised by the Secretary of State under Part 6 of the 2000 Regulations, from the provisions of Part 3 of those Regulations; or for Wales please include details of any departures, authorised by the Welsh Ministers under Part 6 of the 2001 Regulations, from the provisions of Part 3 of those Regulations.	<b>N/A</b> ✓
25 Please confirm the distance from the property to the nearest boundary of the nearest sewage treatment works.	<b>See Details</b> ✓



WATER RECORD 2 MANOR CROFT, RIPLEY, DE5 3UE



1. Do not scale off drawing: This plan is furnished as a general guide and no warranty as to its correctness is given or implied. This plan must not be relied upon in the event of excavations or other works in the vicinity of the company's assets. 2. The material contained in this drawing has been based upon the Ordnance Survey Map by SEVERN TRENT WATER Ltd. by permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office. © Crown Copyright - SEVERN TRENT WATER Ltd. - WU298522 3. Document users other than SEVERN TRENT WATER business users are advised that this document is provided for reference purpose only and no further copies should be made from it.

## MAP KEYS

### Severn Trent Sewer Record

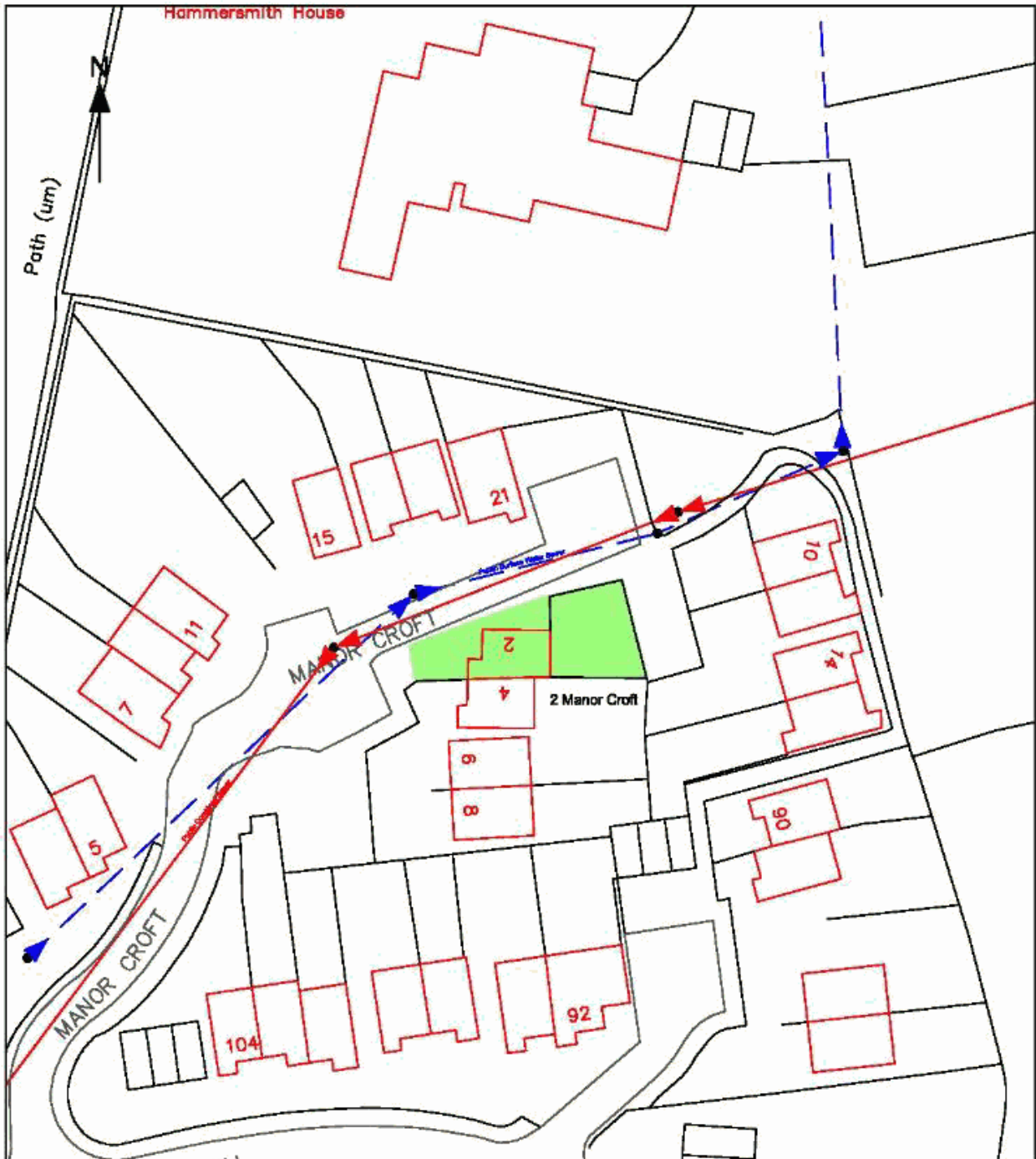
	Abandoned Gravity Sewer		Blind Shaft		Sewer Chemical Injection Point
	Private Combined Gravity Sewer		Combined Use Manhole		Sewer Junction
	Private Foul Gravity Sewer		Disposal Site		Sewerage Air Valve
	Private Surface Water Gravity Sewer		Flushing Chamber		Sewerage Hatch Box Point
	Public Combined Gravity Sewer		Foul Use Manhole		Sewerage Isolation Valve
	Public Foul Gravity Sewer		Grease Trap		Soakaway
	Public Surface Water Gravity Sewer		Head Node		Surface Water Manhole
	Trunk Combined Gravity Sewer		Hydrobrake		Vent Column
	Trunk Foul Use Gravity Sewer		Lampole		Waste Water Storage
	Trunk Surface Water Gravity Sewer		Outfall		Culverted Watercourse
	Abandoned Pressurised Sewer		Overflow		Protective Strip
	Combined Use Pressurised Sewer		Penstock		Pre-1937 Properties
	Foul Use Pressurised Sewer		Petrol Interceptor		Sewage Pumping Facility
	Surface Water Pressurised Sewer		Sewage Treatment Works		Sewer Facility Connection Inlet / Outlet
	Highway Drain		Sewer Blockage		
	Combined Lateral Drain (SS)		Sewer Collapse		
	Foul Lateral Drain (SS)				
	Surface Water Lateral Drain (SS)				

All Private Sewers are shown in magenta  
All section 104 sewers are shown in green  
All Non-Sewer Standard (NSS) Lateral Drains are shown in orange

### Severn Trent Water Record

	Distribution Main		Pumping Facility		Water Isolation Valve (Closed)		Change in Characteristic
	Trunk Main (local/primary)		Booster Facility		Water Isolation Valve (Open)		Marker Post
	Strategic Main		Potable Water Storage		Water Isolation Valve (Partially Open)		Cable Junction
	Fire Supply Main		Water Tower		Water Air Valve		Anode
	Fire Main		Well / Borehole		Pressure Reducing Valve		Boundary Box
	Non-Domestic Customer Service Pipe		Intake		Pressure Sustaining Valve		Stop Tap
	Domestic Customer Service Pipe		Water Treatment Works / Chamber		Non-Return Valve		Cross Piece
	Abandoned Main		Draw-off Tower		Float Valve		Strainer
	Elevated Main		Bowser Point		Hydrant (Single/Double)		Listening Post
	Aqueduct		Water Facility Connection		Washout (Single/Double)		Revenue Meter
	Duct		Pipe Support Structure		Bulk Meter		Housing, Building
	Pre-1937 Properties		Open Pipe		Water Hatch Box		Housing, Kiosk
	SSSI Area		Discharge		Pressure Tapping		Housing, Other
	Protective Strip		End Cap		Insertion Flow Meter Point		Quality Sample Point

SEWER RECORD FOR: 2 MANOR CROFT, RIPLEY, DE5 3UE



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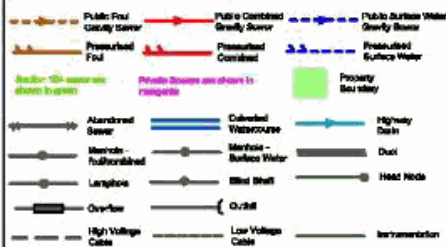
Address 2 Manor Croft  
 Town Ripley  
 County Derbyshire PCode DE5 3UE

SAP Ref: dl20070199  
 Batch  
 Survey Date 29.01.2009



Severn Trent Searches  
 Address: PO Box 6187, Nottingham NG6 1LE  
 Tel: 0115 963 7269 Fax: 0115 962 7132  
 Email: searches@severntrent.co.uk

Severn Trent Searches is a trading name Severn Trent Retail and Utility Services Ltd which is authorised and regulated by the Financial Services Authority.



Surveyors AF  
 Map # SK3951  
 Y - North 439705  
 X - East 351508  
 Scale 1:400 Dwg. Ref KG  
 Dwg. Date 30th January 2009



**Question 3**

**Q3**

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



**Map Provided**

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

---

Pipes that are shown on the public sewer map as sewers, disposal mains or lateral drains are defined as those for which a Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991. A Sewerage Undertaker is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only. Sewers or lateral drains indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any. Assets other than public sewers, disposal mains or lateral drains may be shown on the copy extract, for information.

---

**Question 4**

**Q4**

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



**Yes**

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

---

The connection status of the property is based on information held on the billing records by the responsible water company. Sewerage Undertakers are not responsible for any private drains and private sewers that connect the property to the public sewerage system, and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. An extract from the public sewer map is enclosed. This will show known public sewers and lateral drains in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or private sewers connecting the property to the public sewerage system.

---

**Question 5**

**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.



**Yes**

---

The connection status of the property is based on information held on the billing records by the responsible water company. Sewerage Undertakers are not responsible for private drains and private sewers that connect the property to the public sewerage system and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility, with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. In some cases, Sewerage Undertaker records do not distinguish between foul and surface water connections to the public sewerage system. If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from Severn Trent Water. An extract from the public sewer map is enclosed. This will show known public sewers and lateral drains in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or private sewers connecting the property to the public sewerage system.

---

**Question 6**

**Q6**

**Are any sewers or lateral drains serving, or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?**

The property is part of an established development and is not subject to an adoption agreement.



**No**

---

Adoption of certain private sewers close to the property may be possible under Section 102 of the Water Industry Act 1991. Please consult Severn Trent Water.

---

**Question 7**

**Q7**

**Does the public sewer map 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.



**No**

---

The approximate boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public sewer, disposal main or lateral drain running within the boundary of the property may restrict further development. The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Company or its contractors needing to enter the property to carry out work.

---

**Question 8**

**Q8**

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



**Yes**

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

---

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

---

**Question 9**

**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?**



**No**

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.

---

Buildings or extensions erected over a public sewer, disposal main or lateral drain in contravention of building controls or which conflict with the provisions of the Water Industry Act 1991 may have to be removed or altered.

---

**Question 10**

**Q10**

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



**Map Provided**

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

---

Pipes that are shown on the map of waterworks as water mains, resource mains or discharge pipes are defined as those for which a Water Undertaker holds statutory responsibility under the Water Industry Act 1991. Assets other than water mains, resource mains or discharge pipes may be shown on the plan, for information only. Water Undertakers are not responsible for private water mains or private service 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. The extract of the map of waterworks shows 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.

---

**Question 11**

**Q11**

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

  
**No**

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.

---

Where the property is part of a very recent or ongoing development and the water mains and service pipes are not the subject of an adoption application, buyers should consult with the developer to confirm that the Water Undertaker will be asked to provide a water supply to the development or to ascertain the extent of any private water supply system for which they will hold maintenance and renewal liabilities.

---

**Question 12**

**Q12**

**Who are the Sewerage and Water Undertakers for the area?**

  
**See Answer**

The Sewerage Undertakers for the area are:

Severn Trent Water  
Sherbourne House  
St Martins Road  
Coventry  
CV3 6SD

Tel: 0845 7500 500 For Billing Enquiries only  
Tel: 0845 7090 646 For Metering Enquiries only  
Tel: 0115 962 7269 For Search Enquiries only

<http://www.stwater.co.uk>

The Water Undertakers for the area are:

Severn Trent Water  
Sherbourne House  
St Martins Road  
Coventry  
CV3 6SD

Tel: 0845 7500 500 For Billing Enquiries only  
Tel: 0845 7090 646 For Metering Enquiries only  
Tel: 0115 962 7269 For Search Enquiries only

<http://www.stwater.co.uk>

---

**Question 13**

**Q13**

**Is the property connected to mains water supply?**

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



**Yes**

**Question 14**

**Q14**

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

The map of waterworks indicates that there are water mains, resource mains or discharge pipes within or close to the boundaries of the property.



**Yes**

The approximate boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public water main, resource main or discharge pipe within the boundary of the property may restrict further development within it. Water Undertakers have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Company or its contractors needing to enter the property to carry out work.

**Question 15**

**Q15**

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

The charges are based on the rateable value of the property of 127.00 and the charge for the current financial year is £243.14.



**Unmeasured**

Water and Sewerage Companies full charges are set out in their charges schemes which are available from the Company free of charge upon request. 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 watering the garden, other by hand (this includes the use of sprinklers) or automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.

**Question 16**

**Q16**

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



**No**

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

---

Water and Sewerage Companies full charges are set out in their charges schemes which are available from the Company free of charge upon request. 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 watering the garden, other than by hand (this includes the use of sprinklers) or automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.

---

**Question 17**

**Q17**

**Is a surface water drainage charge payable?**



**Yes**

Records confirm that a surface water drainage charge is payable for the property of £43.88 for the current financial year.

---

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.

---

**Question 18**

**Q18**

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



**N/A**

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

Severn Trent Water  
Sherbourne House  
St Martins Road  
Coventry  
CV3 6SD

Tel: 0845 7500 500 For Billing Enquiries only  
Tel: 0845 7090 646 For Metering Enquiries only  
Tel: 0115 962 7269 For Search Enquiries only

<http://www.stwater.co.uk>

---

**Question 19**

**Q19**

**Who bills the property for sewerage services?**

Severn Trent Water  
Sherbourne House  
St Martins Road  
Coventry  
CV3 6SD

Tel: 0845 7500 500 For Billing Enquiries only  
Tel: 0845 7090 646 For Metering Enquiries only  
Tel: 0115 962 7269 For Search Enquiries only

<http://www.stwater.co.uk>

If your property was built after April 1989 you will be paying for water services on a measured basis. Householders that opted, at their present address, for a meter before 1 April 1996 can revert to paying by rateable value provided that the property still has a valid rateable value. Householders that opted, at their present address, for a meter after 1 April 2000 can revert to paying by rateable value at any time prior to the twelve month anniversary of the meter having been installed or 30 days after receipt of a second measured bill, provided that the property still has a valid rateable value. Properties that have a swimming pool or use an automatic garden watering device (i.e. a hosepipe not held in the hand) must be metered. Household measured bills are sent half yearly. All non-households are required to be metered.



**See Details**

**Question 20**

**Q20**

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

Severn Trent Water  
Sherbourne House  
St Martins Road  
Coventry  
CV3 6SD

Tel: 0845 7500 500 For Billing Enquiries only  
Tel: 0845 7090 646 For Metering Enquiries only  
Tel: 0115 962 7269 For Search Enquiries only

<http://www.stwater.co.uk>

If your property was built after April 1989 you will be paying for water services on a measured basis. Householders that opted, at their present address, for a meter before 1 April 1996 can revert to paying by rateable value provided that the property still has a valid rateable value. Householders that opted, at their present address, for a meter after 1 April 2000 can revert to paying by rateable value at any time prior to the twelve month anniversary of the meter having been installed or 30 days after receipt of a second measured bill, provided that the property still has a valid rateable value. Properties that have a swimming pool or use an automatic garden watering device (i.e. a hosepipe not held in the hand) must be metered. Household measured bills are sent half yearly. All non-households are required to be metered.



**See Details**

**Question 21**

**Q21**

**Is the dwelling-house which is or 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.



**No**

A sewer is 'overloaded' when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded. 'Internal flooding' from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes. 'At Risk' properties are those that the Sewerage Undertaker is required to include in the Regulatory Register that is reported annually to the Water Services Regulation Authority. These are defined as properties that have suffered or are likely to suffer internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Sewerage Undertaker's reporting procedure. Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the 'At Risk' register.



**Question 22**

**Q22**

**Is the property at risk of receiving low water pressure or flow?**

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.



**No**

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'Low water pressure' means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal. Water Undertakers are required to include in the Regulatory Register that is reported annually to the Water Services Regulation Authority properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level). Water Companies are required to include in the Regulatory Register that is reported annually to the Director General of Water Services properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level). The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap (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 10 metres head on the customer's side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing handbook. 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 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 PRVs or booster pumps), firefighting and action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

---

**Question 23**

**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.**



**Pass**

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

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IMPORTANT - Please note the response to this question provides information about the water supply zone within which the property is situated and NOT the individual property shown above. Water companies are responsible for ensuring that the water provided is wholesome and is safe to drink. The quality of drinking water is monitored throughout the various stages of treatment and distribution. This includes source water abstractions, reservoirs and aquifers; the treatment process and finished treated water; the distribution system; and finally water at customers taps. The standards which must be complied with are some of the tightest in the world. They incorporate standards from the European Drinking Water Directive and UK Legislation (National Standards). These standards are used to monitor compliance against microbiological and chemical standards, including aesthetic standards such as colour, clarity and taste. Thousands of sample tests are carried out in a year. Sampling is carried out at randomly selected customer properties usually at the cold water tap in the kitchen. On rare occasions where a standard is not met an immediate investigation is carried out and remedial actions initiated as necessary. This includes consultation with Public Health Doctors and Environmental Health teams. The majority of these cases are minor or temporary in nature and are often associated with the condition or maintenance of the plumbing with an individual property. Customers are normally advised by letter of any specific individual property issues and a copy would be available from the vendor, if applicable. For further information on water quality information for a postcode, and facts leaflets on water quality, please contact the responsible water company. The primary responsibility for enforcing the standards and regulations lies with the Drinking Water Inspectorate (DWI). They independently assess the performance of all water companies and undertake technical audits of procedures and assets. They also produce an annual independent report summarising the performance of the water company.

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**Question 24**

**Q24**

**Please include details of any departures, authorised by the Secretary of State under Part 6 of the 2000 Regulations, from the provisions of Part 3 of those Regulations; or for Wales please include details of any departures, authorised by the Welsh Ministers under Part 6 of the 2001 Regulations, from the provisions of Part 3 of those Regulations.**



**N/A**

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

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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 if you require further information.

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**Question 25**

**Q25**

**Please confirm the distance from the property to the nearest boundary of the nearest sewage treatment works.**



**See Details**

The nearest sewage treatment works is 0.639 KM to the West of the property. The name of the nearest sewage treatment works is Ripley .

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The nearest sewage treatment works will not always be the sewage treatment works serving the catchments within which the property is situated. The Sewerage Undertaker's records were inspected to determine the nearest sewage treatment works. It should be noted therefore that there may be private sewage treatment works closer than the one detailed above that have not been identified.

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## **Appendix 1**

### **Terms and Expressions in this Report**

'the 1991 Act' means the Water Industry Act 1991[61];

'the 2000 Regulations' means the Water Supply (Water Quality) Regulations 2000[62];

'the 2001 Regulations' means the Water Supply (Water Quality) Regulations 2001[63];

'adoption agreement' means an agreement made or to be made under Section 51A(1) or 104(1) of the 1991 Act[64];

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

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

'calendar year' means the twelve months ending 31st December;

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

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

'drain' means (subject to Section 219(2) of the 1991 Act) a drain used for the drainage of one building or of any buildings or yards appurtenant to buildings within the same curtilage;

'effluent' means any liquid, including particles of matter and other substance in suspension in the liquid;

'financial year' means the twelve months ending with 31st March;

'lateral drain' means - (a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or (b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under Section 104 of that Act[65];

'licensed water supplier' means a company which is the holder for the time being of a water supply license under Section 17A(1) of the 1991 Act[66];

'maintenance period' means the period so specified in an adoption agreement as a period of time - (a) from the date of issue of a certificate by a Sewerage Undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that Undertakers satisfaction; and (b) until the date that private sewer or lateral drain is vested in the Sewerage Undertaker;

'map of waterworks' means the map made available under Section 198(3) of the 1991 Act[67] in relation to the information specified in subsection (1A);

'private sewer' means a pipe or pipes which drain foul or surface water, or both, from premises, and are not vested in a Sewerage Undertaker;

'public sewer' means, subject to Section 106(1A) of the 1991 Act[68], a sewer for the time being vested in a Sewerage Undertaker in its capacity as such, whether vested in that Undertaker - (a) by virtue of a scheme under Schedule 2 to the Water Act 1989[69]; (b) by virtue of a scheme under Schedule 2 to the 1991 Act[70]; (c) under Section 179 of the 1991 Act[71]; or (d) otherwise;

'public sewer map' means the map made available under Section 199(5) of the 1991 Act[72];

'resource main' means (subject to Section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of - (a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or (b) giving or taking a supply of water in bulk;

'sewerage services' includes the collection and disposal of foul and surface water and any other services which are required to be provided by a Sewerage Undertaker for the purpose of carrying out its functions;

'Sewerage Undertaker' means the company appointed to be the Sewerage Undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated;

'surface water' includes water from roofs and other impermeable surfaces within the curtilage of the property;

'water main' means (subject to Section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a person other than the Water Undertaker, which is used or to be used by a Water Undertaker or licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the Undertaker or supplier, as distinct from for the purpose of providing a supply to particular customers;

'water meter' means any apparatus for measuring or showing the volume of water supplied to, or of effluent discharged from any premises;

'water supplier' means the company supplying water in the water supply zone, whether a Water Undertaker or licensed water supplier;

'water supply zone' means the names and areas designated by a Water Undertaker within its area of supply that are to be its water supply zones for that year; and

'Water Undertaker' means the company appointed to be the Water Undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated.

In this Report, references to a pipe, including references to a main, a drain or a sewer, shall include references to a tunnel or conduit which serves or is to serve as the pipe in question and to any accessories for the pipe.



The Law Society endorses the use of a residential drainage and water enquiry on all occasions where a property is being sold. With their unique knowledge of the water industry, the regional water companies of England & Wales are best placed to identify any risks relating to the location and ownership of public water mains and sewers before property purchases are completed.

We do accept that on occasions, customers may not be happy and seek clarification or confirmation that our records are correct. For such instances, the Water UK CON29DW group has developed a unified approach in dealing with customer enquiries and complaints, offering customers a set of minimum standards that would apply. These are listed below.

**Water UK: Residential Drainage and Water Search Complaint Procedure**

As a minimum standard Severn Trent Searches, PO Box 6187, Nottingham, NG5 1LE.

We will endeavour to resolve any telephone contact or complaint at the time of the call, however, if that isn't possible, we will advise you on how soon we can respond. If you are not happy with our initial response, we will advise you to write in via email, fax or letter explaining the reasons why you are not satisfied.

We will investigate and research the matter in detail and provide a written response within 5 working days of receipt of your complaint.

Depending on the scale of investigation required, we will keep you informed of the progress and update you with new timescales if necessary.

If we fail to give you a written substantive response within 5 working days, Severn Trent Searches will compensate you the original fee paid for the CON29DW Drainage and Water enquiry regardless of the outcome of your complaint.

If we find your complaint to be justified, or we have made any errors that change the outcome in your search result, we will automatically refund your search fee. We will provide you with a revised search and also undertake the necessary action, as within our control, to put things right as soon as practically possible. Customers will be kept informed of the progress of any action required.

If your search takes us longer than 10 working days to complete and we have not communicated the reasons for the delay, you will receive the search free of charge.

A complaint will normally be dealt with fully within 4 weeks of the date of its receipt. If there are valid reasons for the consideration taking longer, you will be kept fully informed in writing or via telephone or email as you prefer and receive a response at the very latest within 8 weeks.

If you are still not satisfied with our response or action, we will refer the matter to a Senior Manager/ Company Director for resolution. At your request we will liaise with counselling organisations on your behalf.

If you are not satisfied with the final decision, you may refer the complaint to the Independent Property Codes Adjudication Scheme (IPCAS), contact details below. 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  
Severn Trent Searches  
PO Box 6187, Nottingham, NG5 1LE  
Phone: 0115 962 7269  
Email: [enquiries@severntrentsearches.com](mailto:enquiries@severntrentsearches.com)

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

## **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 the water service company or their data service provider producing the Report.

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

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

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

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

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

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

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

### Agreement

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

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

### The Report

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

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

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

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

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

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

### Liability

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

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

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

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

### Copyright and Confidentiality

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

4.2 The Customer or Client is entitled to make copies of the Report but may only copy the maps contained in the, or attached to the Report, if they have an appropriate Ordnance Survey licence.

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

### Payment

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

### General

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

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

6.3 Nothing in this notice 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 The Report is supplied subject to these terms and conditions which include the terms required by Schedule 6 paragraphs 5, 6 and 7 of the Regulations.

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

Residential DW Terms and Conditions - HIPS Revisions- Final Version 1.2doc

Severn Trent Searches is a trading name of Severn Trent Retail and Utility Services Ltd. Registered in England and Wales no.2562471 Registered office 2297 Coventry Road Birmingham, B26 3PU.

## Register of Local Land Charges

## Certificate of Personal Search

**Date of Order:** 28/01/2009  
**Date of Completion:** 03/02/2009  
**Case/Search Number:** 111355 / 231687  
**Reference Number:** 25818

### PROPERTY MADE SUBJECT TO SEARCH

2 Manor Croft  
Ripley  
Derbyshire DE5 3UE

### CLIENT DETAILS

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

**Vendor:** Not disclosed

### LOCAL AUTHORITY

Amber Valley Borough Council  
Town Hall Market Place  
Ripley  
Derbyshire DE5 3BT

### COUNTY COUNCIL

Derbyshire County Council  
County Hall  
Matlock  
Derbyshire DE4 3AG

### DELIVERED BY

PIE Ltd  
4/5 Hartley Mews  
Hartley Wintney  
Hampshire RG27 8JN  
Tel: 01252 844700  
Fax: 01252 845515  
searches@pie-x.com  
www.pie-x.com

### COMPILED BY

Searches UK (AGENT)  
First and Second Offices 84 High Street  
Shoreham-By-Sea  
West Sussex BN43 5DB

### SEARCH VALIDATION

It is hereby confirmed that the search requested above revealed 4 subsisting registrations described in the schedule hereto up to and including the date of this certificate.  
This search complies with "The Home Information Pack (No. 2) Regulations 2007" and as such can be included in a Home Information Pack.



## Local Land Charges Register

### LOCAL LAND CHARGES REGISTER SUMMARY

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



## Local Land Charges Register

### **PART THREE PLANNING CHARGE**

Tree Preservation Order No. 81/1986 Section 60 & 61 Town and Country Planning Act 1971-74 dated 09.10.86 confirmed by the council 18.01.88. Registered 22.01.88.

AVA/578/413 - Refused - 17.07.78 - Site for residential development (outline)

AVA/585/500 - CC - 10.07.86 - residential development (outline)

AVA/1086/925 - CC - 16.02.87 - Erection of 29 dwelling houses (reserved matters) Manor Croft No.s 1-21 odd and 2-16 even Lowes Hill No.s 84-104 evens

## LA Enq. (2007)

## Part I Standard Enquiries

### 1 PLANNING AND BUILDING REGULATIONS

#### 1.1 Planning & Building Regulation Decisions & Pending Applications

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

1.1(a) Planning Permissions

AVA/578/413 - Refused - 17.07.78 - Site for residential development (outline)

AVA/585/500 - CC - 10.07.86 - residential development (outline)

AVA/1086/925 - CC - 16.02.87 - Erection of 29 dwelling houses (reserved matters) Manor Croft No.s 1-21 odd and 2-16 even Lowes Hill No.s 84-104 evens

1.1(b) A Listed Building Consent

There are no recorded entries in the planning register relating to this property

1.1(c) A Conservation Area Consent

There are no recorded entries in the planning register relating to this property

1.1(d) A Certificate of Lawfulness of existing use or Development

There are no recorded entries in the planning register relating to this property

1.1(e) A Certificate of Lawfulness of proposed use or Development

Information not available, please check sections; 3) Notices, 9) Changes to the property & 10) Planning and building control of the Sellers Property Information form

1.1(f) Building Regulations Approval

None revealed

1.1(g) A Building Regulation Completion Certificate

None revealed

1.1(h) Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?

None

How can copies be obtained?

Contact council

#### 1.2 Planning Designations and Proposals

1.2 What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?

The property is within the British Waterways Consultation Zone and Cordon Sanitare and within 250 metres of a local nature reserve and amendment to green belt

### 2 ROADS

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

2(a) Highways maintainable at public expense

Manor Croft is adopted

2(b) Subject to adoption and, supported by a bond or bond waiver

Not applicable

2(c) To be made up by a local authority who will reclaim the cost from the frontagers; or

Not applicable

LA Enq. (2007)

Part I Standard Enquiries

2(d) To be adopted by the local authority without reclaiming the cost from the frontagers? Not applicable

**3 OTHER MATTERS**

**3.1 Land required for Public Purpose**

3.1 Is the property included in land required for public purposes? None revealed on planning register

**3.2 Land to be acquired for Road Works**

3.2 Is the property included in land to be acquired for road works? None revealed on planning register

**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

No pre-privatisation agreements revealed at the Local Authority

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?

No pre-privatisation agreements revealed at the Local Authority

3.3(c) Please state the name and address of the sewerage undertaker/provider for the area.

Severn Trent Water Ltd, 2297 Coventry Road, Sheldon, Birmingham, B26 3PU

3.3(d) Please state the name and address of the mains water supplier for the area.

Severn Trent Water Ltd, 2297 Coventry Road, Sheldon, Birmingham, B26 3PU

How can copies of relevant documentation be obtained?

Contact Severn Trent Water, PO Box 6187, Nottingham, NG5 1LE

**3.4 Nearby Road Schemes**

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

3.4(a) The centre line of a new trunk road or special road specified in any order, draft order or scheme; None revealed

3.4(b) The centre line of a propose alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; None revealed

3.4(c) The outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) construction of a roundabout (other than a mini roundabout); or (ii) widening by construction of one or more additional traffic lanes; None revealed

## LA Enq. (2007)

## Part I Standard Enquiries

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

### 3.5 Nearby Railway Schemes

- |     |   |   |
|-----|---|---|
| 3.5 | Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail? | None revealed in available Public Registers |
|-----|---|---|

### 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;         | None |
| 3.6(b) | Waiting or loading restrictions;            | None |
| 3.6(c) | One way driving;                            | None |
| 3.6(d) | Prohibition of driving;                     | None |
| 3.6(e) | Pedestrianisation;                          | None |
| 3.6(f) | Vehicle width or weight restricting;        | None |
| 3.6(g) | Traffic calming works including road humps; | None |
| 3.6(h) | Residents parking controls;                 | None |
| 3.6(i) | Minor road widening or improvement;         | None |
| 3.6(j) | Pedestrian crossings;                       | None |
| 3.6(k) | Cycle tracks; or                            | None |
| 3.6(l) | Bridge building?                            | None |

### 3.7 Outstanding Notices

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

- |        |                 |   |
|--------|-----------------|---|
| 3.7(a) | Building works; | None revealed in available Public Registers. Please also check Notices sections 3.1 & 3.2 in the Seller's Property Information Form |
|--------|-----------------|---|

## LA Enq. (2007)

## Part I Standard Enquiries

### 3.7(b) Environment;

None revealed in available Public Registers. Please also check Notices sections 3.1 & 3.2 in the Seller's Property Information Form

### 3.7(c) Health and safety;

None revealed in available Public Registers. Please also check Notices sections 3.1 & 3.2 in the Seller's Property Information Form

### 3.7(d) Housing;

None revealed in available Public Registers. Please also check Notices sections 3.1 & 3.2 in the Seller's Property Information Form

### 3.7(e) Highways; or

None revealed in available Public Registers. Please also check Notices sections 3.1 & 3.2 in the Seller's Property Information Form

### 3.7(f) Public health?

None revealed in available Public Registers. Please also check Notices sections 3.1 & 3.2 in the Seller's Property Information Form

## 3.8 Contravention of Building Regulations

### 3.8 Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations

None revealed in available Public Registers. Please also check Notices sections 3.1 & 3.2 and Planning & Building Control section 10.2(b) in the Seller's Property Information Form

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

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

3.9(a)	An enforcement notice;	None
3.9(b)	A stop notice;	None
3.9(c)	A listed building enforcement notice;	None
3.9(d)	A breach of condition notice;	None
3.9(e)	A planning contravention notice;	None
3.9(f)	Another notice relating to breach of planning control;	None
3.9(g)	A listed buildings repairs notice;	None
3.9(h)	In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;	None
3.9(i)	A building preservation notice;	None
3.9(j)	A direction restricting permitted development;	None
3.9(k)	An order revoking or modifying planning permission;	None

## LA Enq. (2007)

## Part I Standard Enquiries

- |        |   |      |
|--------|---|------|
| 3.9(l) | An order requiring discontinuance of use or alteration or removal of building or works; | None |
| 3.9(m) | A tree preservation order; or   | None |
| 3.9(n) | Proceedings to enforce a planning agreement or planning contributions?                  | None |

### 3.10 Conservation Area

Do the following apply in relation to the property -

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

### 3.11 Compulsory Purchases

- |      |   |   |
|------|---|---|
| 3.11 | Has any enforceable order or decision been made to compulsorily purchase or acquire the property? | None revealed in available Public Registers |
|------|---|---|

### 3.12 Contaminated Land

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

- |         |   |                                 |
|---------|---|---------------------------------|
| 3.12(a) | A contaminated land notice;<br><br>This Local Authority does not grant access to this information   |                                 |
| 3.12(b) | In relation to a register maintained under section 78R of the Environmental Protection Act 1990: (i) a decision to make an entry; or (ii) an entry; or<br><br>A remediation register is currently being compiled by the Local Authority |                                 |
| 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?   | Request information from vendor |

### 3.13 Radon Gas

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

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

## Sources

### **SPECIFIC INFORMATION SOURCES USED TO COMPLETE THIS REPORT**

- Inspection of the Local Land Charges Register.
- Inspection of the Planning Register.
- Inspection of the Local or Unitary Development Plans.
- Inspection of the Register of Adopted Highways.
- Inspection of the Councils Transport & Policies Program.
- Inspection of the Local and/or County Council websites.
- Inspection of Government/Environment Agency websites.
- Enquiries made verbally to a member of the Council.



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

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

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

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

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

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

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

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

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

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

### **Important Consumer Protection Information**

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

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

### **The Code's main commitments**

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

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

### **Keeping to the Search Code**

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

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

IPCAS Contact Details:

Telephone: 020 7520 3800

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

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

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



## Search Report Insurance Policy for HIP Compliant Searches

**Policy Holder: Property Information Exchange Limited**

**Policy Number: 60-009-00062292**

### **1. Definitions**

In this policy unless the context otherwise requires:

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

### **2. Coverage Statement**

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

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

### **3. Exclusions**

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

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

### **4. Continuation of indemnity**

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

### **5. Notification of a claim**

- 5.1 An Insured must advise First Title in writing as soon as possible after that Insured becomes aware of any claim or circumstance which might entitle that Insured to make a claim under this policy. The Insured must inform First Title Insurance plc in any one of the following formats also quoting the reference being the policy number and SRIP 05/07
  - 5.1.1 by post to Title House, 33-39 Elmfield Road, Bromley, Kent, BR1 1LT
  - 5.1.2 by fax to First Title Insurance plc on 0208 315 1338
  - 5.1.3 by e-mail to [claims@firsttitle.eu](mailto: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.

## Search Report Insurance Policy for HIP Compliant Searches

**Policy Holder: Property Information Exchange Limited**

**Policy Number: 60-009-00062292**

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

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

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

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

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

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

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

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

First Title will not be liable to indemnify an Insured:

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

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

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

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

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

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

### **13. Subrogation**

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

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

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

### **15. Severability**

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

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

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

### **17. Cancellation rights**

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

### **18. Notices**

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

## Policy Summary for Search Report Insurance Policy

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

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

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

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

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

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

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

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

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

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

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

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

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

### Status Disclosure

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

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

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

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

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

5 Who regulates us? Property Information Exchange Limited is an appointed representative of First Title Insurance plc, which is authorised and regulated by the Financial Services Authority (FSA). First Title Insurance plc's FSA Registration number is 202103. Our permitted business is carrying out and effecting of insurance contracts. You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

### Search Report Insurance Policy

#### Demands & Needs Statement and Suitability

In connection with the Personal Local Search carried out in relation to the property, the transaction benefits from the inclusion of a Search Report Insurance Policy. This policy will cover you, the Insured, against Actual Loss incurred by you by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to that you in the Search Report;

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

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

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

**The Home Information Pack Co.**  
Epic, 4 Barling Way  
Nuneaton  
CV10 7RH

Tel: 0845 257 5797  
Email: [info@hip-co.co.uk](mailto:info@hip-co.co.uk)  
Web: [www.hip-co.co.uk](http://www.hip-co.co.uk)