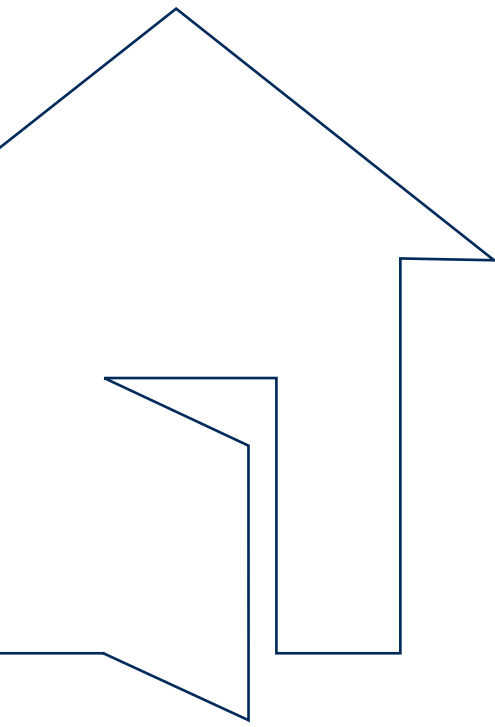


**20a Templars Close  
Greetland  
Halifax  
HX4 8QE**



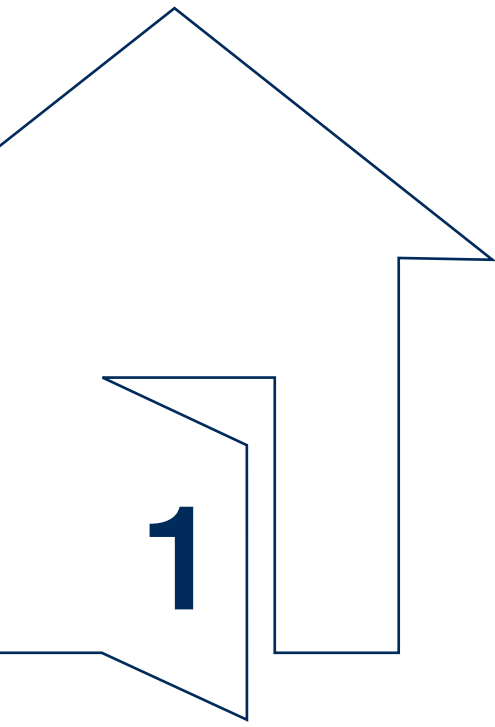
12 Victoria Road  
Elland  
HX5 0PU  
Tel: 01422 374811  
Fax: 01484 378762

[www.bramleys.com](http://www.bramleys.com)



## contents

1. Index
2. Energy Performance Certificate
3. Sale Statement
4. Title Information including Leasehold/Commonhold (as applicable)
5. Local Authority and Water and Drainage Enquiries
6. Authorised Documents



# Index

## Home Information Pack Index

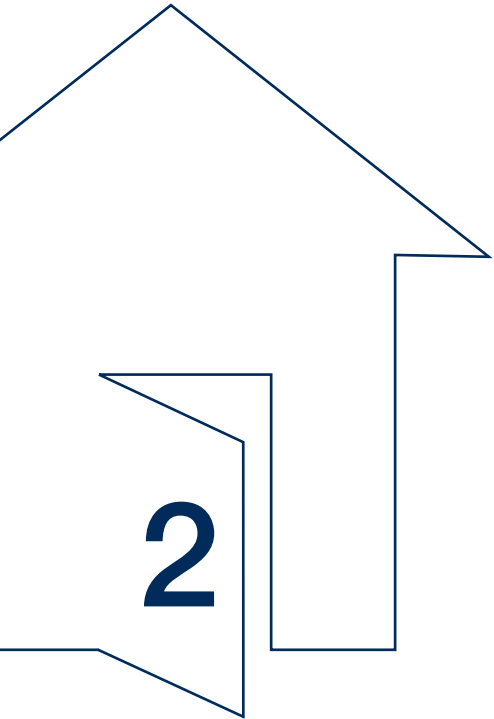
20a Templars Close  
Greetland  
Halifax  
HX4 8QE

### Required Documents

| Home Information Pack document  | Date of document | (Inc.) - Included<br>(N/I) - Not Included<br>(N/A) – Not Applicable                                      | Further information/details of steps being taken to obtain documents not included |
|---|------------------|--|---|
| 1. Index  | 28/07/2008       | <input checked="" type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input type="checkbox"/> N/A |   |
| 2. Energy Performance Certificate and Home Condition Report where applicable  | 15/07/2008       | <input checked="" type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input type="checkbox"/> N/A |   |
| 3 Sale Statement  | 28/07/2008       | <input checked="" type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input type="checkbox"/> N/A |   |
| <b>4. Title &amp; Lease Information (as applicable)</b>   |                  |  |   |
| 4.1 Land Registry individual Register   | 22/07/2008       | <input checked="" type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input type="checkbox"/> N/A |   |
| 4.2 Land Registry title plan  | 22/07/2008       | <input checked="" type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input type="checkbox"/> N/A |   |
| 4.3 Official search of Land Registry index map  |                  | <input type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input checked="" type="checkbox"/> N/A |   |
| 4.4 Deduction of title documents  |                  | <input type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input checked="" type="checkbox"/> N/A |   |
| 4.5 The lease or proposed lease if a new property   |                  | <input type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input checked="" type="checkbox"/> N/A |   |
| 4.6 Leases, tenancies or licences for properties where part of the property in a sub-divided building not sold with vacant possession |                  | <input type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input checked="" type="checkbox"/> N/A |   |
| <b>5. Search Reports</b>  |                  |  |   |
| 5.1 Local land charges & local enquiries  | 24/07/2008       | <input checked="" type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input type="checkbox"/> N/A |   |
| 5.2 Optional/ additional local enquiries  |                  | <input type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input checked="" type="checkbox"/> N/A |   |
| 5.3 Water and drainage enquiries  | 23/07/2008       | <input checked="" type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input type="checkbox"/> N/A |   |

## Authorised Documents

| Home Information Pack document  | Date of document | Further Information |
|---|------------------|---------------------|
| Please list any authorised documents that have been included relevant to this property below: |                  |                     |
| 1. Details of pack provider   | 28/07/2008       |                     |
| 2.  |                  |                     |
| 3.  |                  |                     |
| 4.  |                  |                     |
| 5.  |                  |                     |
| 6.  |                  |                     |
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| 15.   |                  |                     |
| 16.   |                  |                     |



# Energy Performance Certificate



# Energy Performance Certificate



20a, Templars Close,  
Greetland,  
HALIFAX, HX4 8QE

Dwelling type: Detached bungalow  
Date of assessment: 15 July 2008  
Date of certificate: 15 July 2008  
Reference number: 0345-2895-6133-0298-8361  
Total floor area: 93 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                    |                         | Environmental Impact (CO <sub>2</sub> ) Rating |   |
|---|-------------------------|--|---|
|   | Current                 | Potential                                      |   |
| Very energy efficient - lower running costs |                         |  | Very environmentally friendly - lower CO <sub>2</sub> emissions |
| (92-plus) <b>A</b>                          |                         |  | (92-plus) <b>A</b>  |
| (81-91) <b>B</b>                            |                         |  | (81-91) <b>B</b>  |
| (69-80) <b>C</b>                            |                         |  | (69-80) <b>C</b>  |
| (55-68) <b>D</b>                            | <b>66</b>               | <b>74</b>                                      | (55-68) <b>D</b>  |
| (39-54) <b>E</b>                            |                         |  | (39-54) <b>E</b>  |
| (21-38) <b>F</b>                            |                         |  | (21-38) <b>F</b>  |
| (1-20) <b>G</b>                             |                         |  | (1-20) <b>G</b>   |
| Not energy efficient - higher running costs |                         |  | Not environmentally friendly - higher CO <sub>2</sub> emissions |
| <b>England &amp; Wales</b>                  | EU Directive 2002/91/EC |  | <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 will be.

The environmental impact rating is a measure of this 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               | 257 kWh/m <sup>2</sup> per year | 197 kWh/m <sup>2</sup> per year |
| Carbon dioxide emissions | 4.0 tonnes per year             | 3.1 tonnes per year             |
| Lighting                 | £77 per year                    | £42 per year                    |
| Heating                  | £452 per year                   | £375 per year                   |
| Hot water                | £118 per year                   | £96 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.



Remember to look for the energy saving recommended logo when buying energy-efficient products. It's a quick and easy way to identify the most energy-efficient products on the market.

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

## About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by Elmhurst Energy Systems, 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. A copy of the certificate has been lodged on a national register.

Assessor's accreditation number: EES/001304  
Assessor's name: Robert JD Parker  
Company name/trading name: Bramleys  
Address: 14 St Georges Square, Huddersfield, West Yorkshire, HD1 1JF

Phone number: 01484 530361  
Fax number: 01484 432318  
E-mail address: robert.parker@bramleys1.co.uk  
Related party disclosure: See Terms and Conditions

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

Details of the assessor and the relevant accreditation scheme are on the certificate. You can get contact details of the accreditation scheme from their website at [www.elmhurstenergy.co.uk](http://www.elmhurstenergy.co.uk) together with details of their procedures for confirming authenticity of a certificate and for making a complaint.

## About the building's performance ratings

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

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

## About the impact of buildings on the environment

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

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

- Check that your heating system thermostat is not set too high (in a home, 21°C in the living room is suggested) and use the timer to ensure you only heat the building when necessary.
- Make sure your hot water is not too hot - a cylinder thermostat need not normally be higher than 60°C.
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.

### Visit the Government's website at [www.communities.gov.uk](http://www.communities.gov.uk) 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

20a, Templars Close,  
Greetland,  
HALIFAX, HX4 8QE

Date of certificate: 15 July 2008  
Reference number: 0345-2895-6133-0298-8361

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

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

| Elements  | Description                                 | Current performance |               |
|---|---|---------------------|---------------|
|   |   | Energy Efficiency   | Environmental |
| Walls   | Timber frame, as built, insulated (assumed) | Good                | Good          |
| Roof  | Pitched, 150 mm loft insulation             | Good                | Good          |
| Floor   | Solid, no insulation (assumed)              | -                   | -             |
| Windows   | Partial double glazing                      | Good                | Good          |
| Main heating  | Boiler and radiators, mains gas             | Good                | Good          |
| Main heating controls                                       | Programmer, room thermostat and TRVs        | Average             | Average       |
| Secondary heating   | None  | -                   | -             |
| Hot water   | From main system                            | Good                | Good          |
| Lighting  | Low energy lighting in 18% of fixed outlets | Poor                | Poor          |
| <b>Current energy efficiency rating</b>                     |   | <b>D 66</b>         |               |
| <b>Current environmental impact (CO<sub>2</sub>) rating</b> |   | <b>D 61</b>         |               |

## 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<br>per year | Performance ratings after improvement |                      |
|---|-----------------------------|---------------------------------------|----------------------|
|   |                             | Energy efficiency                     | Environmental impact |
| 1 Increase loft insulation to 250 mm                          | £22                         | D 67                                  | D 63                 |
| 2 Low energy lighting for all fixed outlets                   | £28                         | C 69                                  | D 64                 |
| <b>Sub-Total</b>  | <b>£50</b>                  |                                       |                      |
| <b>Higher cost measures (over £500)</b>                       |                             |                                       |                      |
| 3 Replace boiler with Band A condensing boiler                | £85                         | C 74                                  | C 70                 |
| <b>Total</b>  | <b>£135</b>                 |                                       |                      |
| <b>Potential energy efficiency rating</b>                     |                             | <b>C 74</b>                           |                      |
| <b>Potential environmental impact (CO<sub>2</sub>) rating</b> |                             |                                       | <b>C 70</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.

|  |     |             |             |
|--|-----|-------------|-------------|
| 4 Solar water heating  | £22 | C 76        | C 72        |
| 5 Solar photovoltaics panels, 25% of roof area               | £91 | B 82        | C 78        |
| <b>Enhanced energy efficiency rating</b>                     |     | <b>B 82</b> |             |
| <b>Enhanced environmental impact (CO<sub>2</sub>) rating</b> |     |             | <b>C 78</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 energy ratings

### 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 from an energy advisor before carrying out DIY improvements.

#### 1 Loft insulation

Loft Insulation laid in the loft space or between roof rafters to a depth of at least 250 mm will significantly reduce heat loss through the roof; this will improve the levels of comfort, reduce energy use and lower fuel bills. Insulation should not be placed below any cold water storage tank, any such tank should also be insulated on its sides and top, and there should be boarding on battens over the insulation to provide safe access between the loft hatch and the cold water tank. The insulation can be installed by professional contractors but also by a capable DIY enthusiast. Loose granules may be used instead of insulation quilt; this form of loft insulation can be blown into place and can be useful where access is difficult. The loft space must have adequate ventilation to prevent dampness; seek advice about this if unsure.

#### 2 Low energy lighting

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

### 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.

#### 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 photovoltaics (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 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 registered with a competent persons scheme<sup>{1}</sup>, and can therefore self-certify the work for Building Regulation compliance. Ask a suitably qualified electrician to explain the options.

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



3

# Sale Statement

# Sale Statement

20a Templars Close  
 Greetland  
 Halifax  
 HX4 8QE

|   |  |
|---|--|
| Sale Statement  |  |
| 1. Is the property a flat or a house?                       | <input type="checkbox"/> Flat (incl. maisonette) <b>or</b><br><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<br><input type="checkbox"/> Converted house <b>or</b><br><input type="checkbox"/> Conversion of commercial premises   |
| 3. The property is (or will be):                            | <input checked="" type="checkbox"/> Freehold<br><input type="checkbox"/> Commonhold<br><input type="checkbox"/> Leasehold starting (or likely to start) from<br>With a term of   |
| 4. The title to the interest in the property being sold is: | <input checked="" type="checkbox"/> Registered at Land Registry<br><input type="checkbox"/> Unregistered   |
| 5a. Who is selling the property?                            | Name of Seller(s) Mr Victor Glynn Holroyd and Mrs Patricia Holroyd   |
| 5b. Capacity in which they are selling :                    | <input checked="" type="checkbox"/> The owner or owners<br><input type="checkbox"/> A representative with the necessary authority to sell the property for an owner who has died<br><input type="checkbox"/> A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney)<br><input type="checkbox"/> Other (please give details): |
| 6. The property is being sold:                              | <input checked="" type="checkbox"/> With vacant possession<br><input type="checkbox"/> Subject to occupation where one or more properties in a sub-divided building are marketed for sale as a single property, but at least one is with vacant possession (for example, a house which is vacant but sold with an occupied annexe)   |

Date: 28/07/2008



4

## Title Information including Leasehold/ Commonhold (as applicable)

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 WYK245651

Edition date 06.10.2004

- This official copy shows the entries on the register of title on 22 Jul 2008 at 12:01:46.
- 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 22 Jul 2008.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website [www.landregistry.gov.uk](http://www.landregistry.gov.uk) or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Nottingham (West) Office.

## A: Property Register

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

WEST YORKSHIRE : CALDERDALE

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 20a Templars Close, Greetland, Halifax (HX4 8QE).
- 2 The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of land adjoining the Western boundary of the land in this title dated 24 December 1982 made between (1) J.M. Stansfield (Builders) Limited and (2) Stephen Scott and Joan Carol Scott.

*NOTE: Original filed under WYK257559*

## 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 (22.06.1983) PROPRIETOR: VICTOR GLYNN HOLROYD and PATRICIA HOLROYD of 20a Templars Close, Greetland, Halifax, W Yorkshire HX4 8QE.
- 2 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.
- 3 (06.10.2004) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.



Title number WYK245651

## C: Charges Register

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

- 1 The land is subject to the following rights reserved by a Conveyance of the land in this title dated 26 October 1981 made between (1) Kass Homes Limited (Vendors) and (2) J.M. Stansfield (Builders) Limited (Purchasers):  
-

"RESERVING nevertheless UNTO the Vendor and their successors in title owner owners and occupiers from time to time of the property at Templars Close retained by the Vendors a right of way for all purposes and at all times over and along the area shown hatched green on the said plan AND ALSO RESERVING unto the Vendor and their successors in title as aforesaid of the said land retained by the Vendors the right to connect services through and under the said area hatched green on the said plan AS TO BOTH RIGHTS HEREINBEFORE RESERVED in common with the Purchaser and its successors in title owner owners and occupiers from time to time of the property hereby conveyed".

NOTE: The land hatched green referred to is hatched blue on the filed plan.

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 22 July 2008 shows the state of this title plan on 22 July 2008 at 12:01:46. 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*.

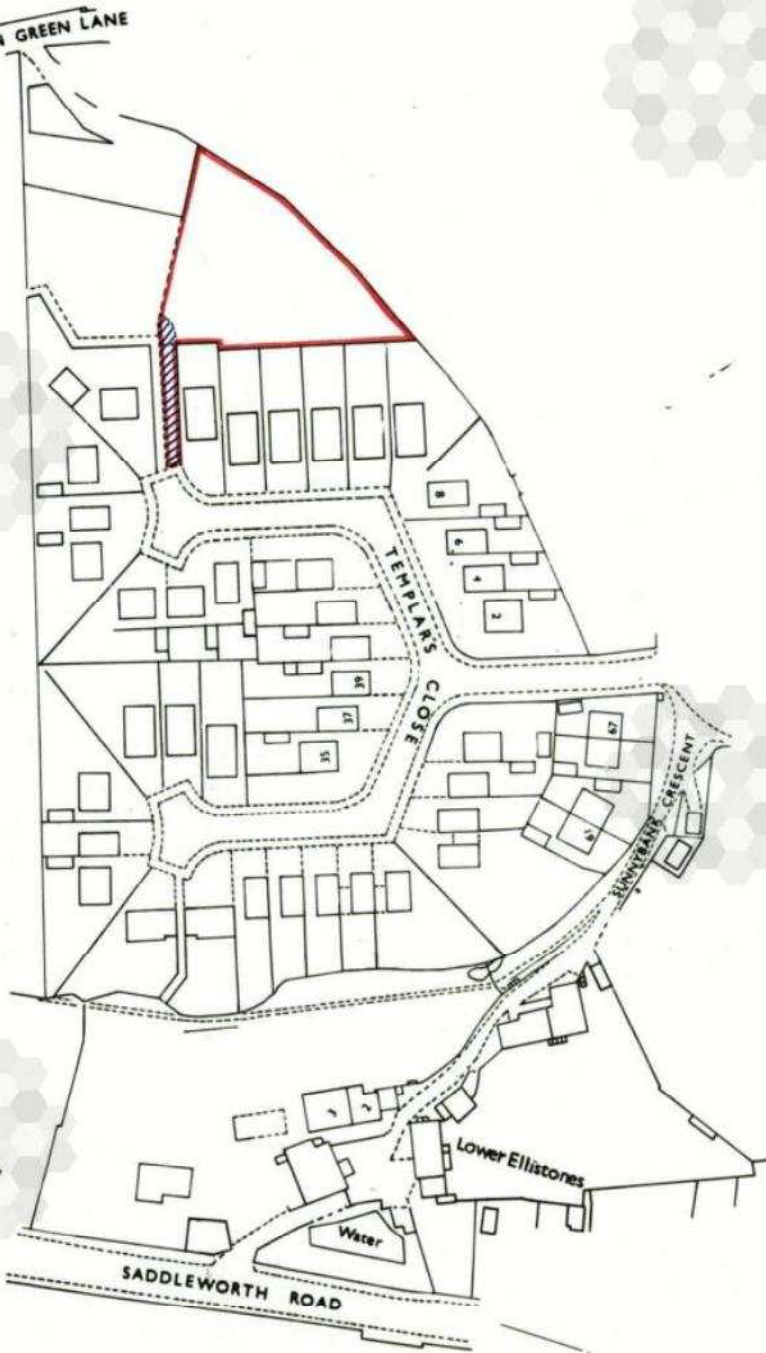
This title is dealt with by the Land Registry, Nottingham (West) Office .

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|                                   |                     |                        |                 |
|-----------------------------------|---------------------|------------------------|-----------------|
| H.M. LAND REGISTRY                |                     | TITLE NUMBER           |                 |
|                                   |                     | WYR 245651             |                 |
| ORDNANCE SURVEY<br>PLAN REFERENCE | SE 0821             | SECTION L              | Scale<br>1/1250 |
| COUNTY WEST YORKSHIRE             | DISTRICT CALDERDALE | © Crown copyright 1976 |                 |

MARTIN GREEN LANE



SE 0821 SW  
SE 0820 NW





5

## Local Authority and Water and Drainage Enquiries


## ENQUIRIES OF LOCAL AUTHORITY



|  |  |
|--|--|
| <p><b>Search prepared for:</b><br/><b>PSG HIP TEAM</b><br/><b>6 GREAT CLIFFE COURT GREAT CLIFFE ROAD</b><br/><b>BARNSELEY</b><br/><b>S75 3SP</b></p> <p>Tel:    Fax:</p> | <p>Search Number: 2612449<br/>Your Reference: *86299</p> |
|--|--|

|  |   |
|--|---|
| <p><b>Property:</b><br/>20A TEMPLARS CLOSE<br/>GREETLAND<br/>HALIFAX<br/>HX4 8QE</p> <p>UPRN: 100051340841</p> | <p>Names of those involved in the sale (this box is only completed when the replies to these enquiries are to be included in a Home Information Pack)</p> <p>Name of vendor:                    MR VICTOR GLYNN HOLROYD &amp; MRS PATRICIA HOLROYD</p> <p>Name of estate agent:            BRAMLEYS</p> |
|--|---|

|   |  |
|---|--|
| <p><b>Other roadways, footpaths and footways:</b></p> <p>ACCESS</p> | <p>Name of HIP Provider:    PSG</p> <p>Name of solicitor/conveyancer:    NOT KNOWN</p> <p>Your personal data * name and address - will be handled strictly in accordance with the requirements of the Data Protection Act. It is required to pass on to the relevant authority in order to carry out the necessary search.</p> |
|---|--|

|   |   |
|---|---|
| <p><b>Search prepared by and any enquiries to:</b><br/><b>The Property Search Group</b><br/><b>6 GREAT CLIFFE COURT GREAT CLIFFE ROAD</b><br/><b>BARNSELEY</b><br/><b>S75 3SP</b></p> <p>Tel: 01226 240055    Fax: 01226 240095</p> | <p><b>On behalf of The Property Search Group</b><br/>Signed:<br/></p> <p>Date: 24/07/2008</p> |
|---|---|

Information obtained at CALDERDALE METROPOLITAN BOROUGH COUNCIL .  
For further information contact The Property Search Group.

**ENTRIES RELATING TO LAND AND PREMISES KNOWN AS:**

20A TEMPLARS CLOSE  
GREETLAND  
HALIFAX  
HX4 8QE

**LOCAL LAND CHARGE REGISTER ENTRIES:**

1. CLEAN AIR ACT 1956 - SECTION 11  
SMOKE CONTROL ORDER

**PLANNING REGISTER ENTRIES SINCE: 01/08/1977**

1. 81/00547 ERECTION OF DETACHED BUNGALOW AND GARAGE (OUTLINE)  
PERMIT WITH CONDITIONS 24/04/1981
2. 81/03158 DETACHED BUNGALOW AND GARAGE (RESERVED MATTERS)  
PERMIT WITH CONDITIONS 18/01/1982

**BUILDING REGULATION APPLICATIONS SINCE: 01/01/1990**

1. 04/50237 FENSA INSTALLATION 6 WINDOWS 01/12/2003
2. 04/52081 FENSA INSTALLATION 3 WINDOWS 23/11/2004

**OTHER DETAILS:**

PLEASE NOTE THE FOLLOWING INFORMATION:

PLANNING APPLICATIONS RELATING TO LAND ADJOINING THE CURTILAGE OF THE ADDRESS SEARCHED DO NOT FALL WITHIN THE SCOPE OF THIS REPORT.

**PART I - STANDARD ENQUIRIES  
(APPLICABLE IN EVERY CASE)**

**1. PLANNING AND BUILDING REGULATIONS**

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

- (a) a planning permission;
- (b) a listed building consent;
- (c) a conservation area consent;
- (d) a certificate of lawfulness of existing use or development;
- (e) a certificate of lawfulness of proposed use or development;
- (f) building regulation approvals;
- (g) a building regulation completion certificate; and
- (h) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme

How can copies of the decisions be obtained?

**INFORMATIVE:**

If building control for the property is currently administered by an outside body the seller or developer should be asked to provide evidence of compliance with building regulations.

**1.2 Planning Designations & Proposals.**

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

This reply reflects policies or proposals in any existing development plan and in any formally proposed alteration or replacement plan, but does not include policies contained in planning guidance notes.

**2. ROADS**

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

- (a) highways maintainable at public expense:
- (b) subject to adoption and supported by a bond or bond waiver;
- (c) to be made up by a Local Authority who will reclaim the cost from the frontagers; or
- (d) to be adopted by a Local Authority without reclaiming the cost from the frontagers?

If a road, footpath or footway is not a highway, there may be no right to use it. The Company cannot express an opinion without seeing the title plan of the property and requesting the Local Authority to carry out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.

SEE PAGE 2

NONE SINCE 01/08/1977

NONE SINCE 01/08/1977

NONE SINCE 01/08/1977

NONE SINCE 01/08/1977

SEE PAGE 2

NONE SINCE 01/01/1996

FENSA - SEE PAGE 2  
ALL OTHER INFORMATION - PLEASE REFER TO  
SEARCH REPORT INSURANCE POLICY

PLEASE CONTACT YOUR LOCAL PSG OFFICE

**INFORMATIVE:**

The owner or occupier of the property should be asked to produce any such certificate.

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

WITHIN PRIMARY HOUSING AREA AND LEEDS  
BRADFORD AIRPORT WIND TURBINE  
CONSULTATION ZONE

TEMPLARS CLOSE - YES  
ACCESS - NO

NONE

NONE

NONE

### **3. OTHER MATTERS**

**From records inspected, do any of the following matters apply to the property?**

#### **3.1 Land required for Public Purposes**

Is the property included in land required for public purposes?

NO

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

Is the property included in land to be acquired for roadworks?

NO

#### **3.3 Drainage Agreements and Consents**

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

(a) an agreement to drain buildings in combination into an existing sewer by means of a private sewer; or

NO

(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

Enquiries about drainage should also be made of the local sewerage undertaker. For further information please refer to CON29DW report.

#### **3.4 Nearby Road Schemes**

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

(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme;

NO

(b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;

NO

(c) the outer limits of construction works of a proposed alteration or improvement to an existing road, involving: (i) construction of a roundabout (other than a mini-roundabout); or (ii) widening by construction of one or more additional traffic lanes;

NO

(d) the outer limits of: (i) construction for 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 the construction of one or more additional traffic lanes;

NO

(e) the centre line of the proposed route of a new road under proposals published for public consultation; or

NO

(f) the outer limits of: (i) construction for a proposed alteration or improvement to an existing road involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini-roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?

NO

*Note: A mini-roundabout is a roundabout having a one-way circulatory carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches*



### 3.5 Nearby Railway Schemes

Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?

NONE

### 3.6 Traffic Schemes

Has a Local Authority approved but not yet implemented any of the following for roads, footways and footpaths which abut the boundaries of the property:

- (a) permanent stopping up or diversion;
- (b) waiting or loading restrictions;
- (c) one way driving;
- (d) prohibition of driving;
- (e) pedestrianisation
- (f) vehicle width or weight restriction;
- (g) traffic calming works including road humps;
- (h) residents' parking controls;
- (i) minor road widening or improvement;
- (j) pedestrian crossings;
- (k) cycle tracks; or
- (l) bridge building?

NO  
NO  
NO  
NO  
NO  
NO  
NO  
NO  
NO  
NO  
NO  
NO

In some circumstances, road closure orders can be obtained by third parties from magistrates courts or can be made by the Secretary of State for Transport, without involving the Local Authority within which the property is located.

### 3.7 Outstanding Notices

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

- (a) building works;
- (b) environment;
- (c) health and safety;
- (d) housing;
- (e) highways; or
- (f) public health?

NONE REGISTERED  
NONE REGISTERED  
NONE REGISTERED  
NONE REGISTERED  
NONE REGISTERED  
NONE REGISTERED

### 3.8 Contravention of Building Regulations

Has a Local Authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?

NONE REGISTERED

### 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:

- (a) an enforcement notice;
- (b) a stop notice;
- (c) a listed building enforcement notice;
- (d) a breach of condition notice
- (e) a planning contravention notice
- (f) another notice relating to breach of planning control;

NONE REGISTERED  
NONE REGISTERED  
NOT APPLICABLE  
NONE REGISTERED  
NONE REGISTERED  
NONE REGISTERED

- (g) a listed building repairs notice;
- (h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;
- (i) a building preservation notice;
- (j) a direction restricting permitted development;
- (k) an order revoking or modifying a planning permission;
- (l) an order requiring discontinuance of use or alteration or removal of buildings or works;
- (m) a tree preservation order; or
- (n) proceedings to enforce a planning agreement or planning contribution?

NOT APPLICABLE  
 NOT APPLICABLE  
 NONE REGISTERED  
 NONE REGISTERED  
 NONE REGISTERED  
 NONE REGISTERED  
 NONE REGISTERED  
 NONE REGISTERED  
 NOT APPLICABLE

**3.10 Conservation Area**

Do any of the following apply in relation to the property:

- (a) the making of the area a conservation area before 31st August 1974; or
- (b) an unimplemented resolution to designate the area a conservation area?

3.10 (a) - (b) NO

**3.11 Compulsory Purchase**

Has any enforceable order or decision been made to compulsorily purchase or acquire the property?

NONE REGISTERED

**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):

- (a) a contaminated land notice;
- (b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:
  - (i) a decision to make an entry;
  - (ii) or an entry: or
- (c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?

NONE REGISTERED

NONE REGISTERED  
 NONE REGISTERED  
 NONE REGISTERED

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

**3.13 Radon Gas**

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

YES  
 The property is located within an area where 3-5% of households are above the action levels.

**INFORMATIVE:**

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

Radon preventative measures are required for new buildings in higher risk areas. For new properties the builder and/or the owners of properties built after 1988 should say whether protective measures were incorporated in the construction of the property. Further information on radon, including an indicative version of the Radon Affected Areas map, the associated health risks and common

questions and answers is available on the Health Protection Agency (HPA) website ([www.hpa.org.uk/radiation/radon/index.htm](http://www.hpa.org.uk/radiation/radon/index.htm)). Alternatively information can be requested from HPA by telephone (0800 614529 (24h) or 01235 822622 (D/T)) or by writing to Radon Studies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon, OX11 0RQ

Where the results are at or above the Action level the present owner or (for a new property) the builder should be asked what protective measures were incorporated in the construction of the property or what remedial measures have been installed.

Additionally, queries relating to the effectiveness of the measures and any subsequent re-testing should be raised. A guide containing further information about Radon Affected Areas is available free from DEFRA

PSG and its employees have a business or personal relationship with the following involved in the sale of the property  
Estate Agent - BRAMLEYS

#### **SEARCH CODE:**

##### **Important Protection**

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, and as such they can rely on property search reports compiled by PSG on all residential properties within England and Wales. 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, PSG is confirming that they operate 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 the search organisation 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, for further information please refer to [www.propertycodes.org.uk/searchcode/compilers/html](http://www.propertycodes.org.uk/searchcode/compilers/html).
- 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.

##### **How do PSG handle complaints**

We have a formal written complaints procedure for handling complaints speedily and fairly, if you wish to make a complaint, it will be handled as follows:

- The complaint will be acknowledged within 5 working days of its receipt. Please address your complaint as described on page 1 of this report or alternatively email [serviceimprovement@propertysearchgroup.co.uk](mailto:serviceimprovement@propertysearchgroup.co.uk).
- A complaint will normally be dealt with fully within 4 weeks of the date of 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.
- At your request, we will liaise with counselling organisations acting on your behalf.
- A final decision will be in writing.
- If you are not satisfied with the final outcome, you may refer the complaint to the Independent Property Codes Adjudication Scheme and we will give you contact details.. We will co-operate fully with the independent adjudicator during the consideration of a complaint and comply with any decision.

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

How search organisations keep to the Search Code is monitored independently by the Property Codes Compliance Board. And, complaints under the Code may be referred to the Independent Property Codes Adjudication Scheme. This gives you an extra level of protection as the service can award compensation of up to £5000 to you if you suffer as a result of your search organisation failing to keep to the Code.

##### **IMPORTANT INFORMATION**

###### **Contact Details**

Should any question arise from the search report, please contact your local PSG office, as detailed at the front of this report or visit us at [www.thehipalliance.com](http://www.thehipalliance.com).

Alternatively for further details and information regarding the Property Codes Compliance Board visit their website at: [www.propertycodes.org.uk](http://www.propertycodes.org.uk) or telephone: 020 7917 1817 or Email: [info@propertycodes.org.uk](mailto:info@propertycodes.org.uk)

## SEARCH REPORT INSURANCE POLICY FIRST TITLE PLC

### 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 full terms and conditions of the Search Report Indemnity 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 circumstances which existed in the records of an Appropriate body and affected the land at the Policy Date but was not fully disclosed in a personal search report. 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 report 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 and 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 at Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT. Please quote 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 policy is provided at no cost to the Insured by Property Search Group as part of its service. SRIP/05/07

## The Property Search Group - Terms and Conditions

The Property Search Group as part of its core business activities supplies Property Information Services for its clients on the Conditions set out below. These conditions cannot be varied unless agreed in writing by a director of PSG Franchising Ltd.

### 1. Definitions and Interpretation

1.1 In these Conditions the following words shall have the meanings set opposite them:

"Charges" means our charges for providing the services, which will be notified to you at the point of order.

"Confirmation of order" means either when we confirm acceptance of your "Order" whether by telephone, facsimile or electronic means or when we supply you with the "Report" whichever occurs first.

"Intellectual Property Rights" means any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right.

"Order" means your request for us to provide the "Services", which you place by completing an "Order Form" and sending it to us by facsimile, post or by electronic means or orally confirming the details of the order by telephone.

"Order Form" means our "Order Form" which may be updated from time to time or an approved alternative.

"Property" means the property address of location for which you require a report.

"Report" means any report/document that you have asked us to deliver to you as detailed in the "Order Form" whether originated from PSG Franchising Ltd or a "Third Party Report".

"Third Party Report" means any "Report" that we procure from a third party on your behalf.

"Services" mean our compilation and/or delivery of reports/documents to you.

"Us/ we/our" mean PSG Franchising Ltd or one of our franchise offices, together The Property Search Group or PSG.

"Working Day" means Mondays to Fridays except bank and public holidays.

"You/your" means the person, firm or company who instructs us to provide them with a report either on their own behalf or as an agent of the Client.

1.2 Headings used in these conditions are for the convenience only and shall not affect their interpretation.

1.3 If there is a conflict between an order and the Conditions, the Order will prevail.

### 2. The Services

2.1 We will not be obliged to accept any Order and we may refuse to provide the Services at any time without giving any reason. No contract for Services will come into force until the Confirmation of Order.

2.2 Each Order if accepted by us will constitute a separate and severable contract.

2.3 We will use reasonable endeavours to ensure that the information contained within any Report is accurate at the date of its publication. You accept, however, that information on which any Report is based may be subject to change from the date of its publication and we cannot be held liable for failing to include or omit any information in the report, which becomes publicly available after the date of publication.

2.4 Any indication that we may give as to the time in which we will deliver the Reports will be a good faith estimate only. We will use all reasonable endeavours to deliver the Reports within the timescale that we have estimated.

However, time of delivery of Reports is not of the essence.

2.5 Subject to anything else contained within these Conditions, all other warranties, conditions, terms, undertakings and obligations, whether express or implied are expressly excluded.

### 3 Charges

3.1 Unless expressed otherwise, the Charges will include VAT at the applicable rate.

3.2 The Customer shall be liable for payment of Services, whether their Client has paid monies or not. All invoices shall be paid within 30 days, except in specific cases where other Terms have been agreed in writing. We reserve the right to charge outstanding sums at 1.75% monthly and to recover costs associated with the same.

### 4. Your Obligations

4.1 You agree to ensure that the information that you supply to us in the Order including without limitation details of the Property is complete, accurate and up to date. You will notify us immediately you become aware of any inaccuracy contained within the Order.

4.2 You agree that any Report that we may deliver to you is delivered on the understanding that it is only for your use and for the purpose that you have disclosed to us.

4.3 You will procure that any client of yours for whom you place an Order accepts and agrees to be bound by these Conditions and any provisions contained within the Reports. You will on demand provide us with written confirmation of your compliance with this clause 4.3.

4.4 If there is any conflict between a provision of any Third Party Reports relating to your permitted use of the Reports and the corresponding provisions of the Reports will prevail.

### 5. Cancellation

5.1 Should you wish to cancel or re-schedule an Order, you agree to give us as much notice (in writing) as is reasonably practicable. However, you will not be entitled to obtain a refund of the Charges if you cancel on or after the Confirmation Date.

### 6 Intellectual Property Rights

6.1 Any and all Intellectual Property Rights in the Property Search Group Reports shall vest in us and remain our property. We disclaim all proprietary rights including, without limitation, Intellectual Property Rights in Third Party Reports.

6.2 You will not acquire nor will you attempt to register any Intellectual Property Rights in any Reports whether on your own behalf or on behalf of any Client. You further agree not to use the Reports in whole or part other than is expressly permitted by these Conditions.

### 7 Limitation of Liability

7.1 We cannot accept any liability for any error in a Report, which is based on any error or inaccuracy in a public register. Nor will we be liable for any information contained within a Report, which is based on information that we have obtained from a third party. We cannot warrant that the data supplied by any third party, including mapping, is accurate

Access to certain information is not freely available when conducting the Personal Search. We supply unique individual indemnity insurance (at no additional cost) covering these questions up to the value of the property subject of the search. Please note that commercial properties are limited to a maximum £500,000 per claim. Such cover is provided under First Title policies 60-011-000000, 60-013-000000 and 60-14-000000. Copies of these policies are available on request from your local office

7.2 We cannot accept any responsibility for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by you.

7.3 Subject to any other provisions in these Conditions, we will not be liable to you for any loss, damages, costs or expenses caused directly or indirectly by a delay in Delivery (even if caused by our negligence).

7.4 We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of the Conditions or negligence in performing the Services even if we were advised of or knew of likelihood of such loss occurring

7.5 We will use all reasonable care and skill when compiling our search reports; in addition the "responsible person" is able to copy this report as required under their duties as the "responsible person" defined within The Home Information Pack (no.2) Regulations 2007 SI No. 1667. Accordingly, in respect of personal local authority searches, we will be liable for direct loss or damage (excluding indirect or consequential loss) suffered as a result of our errors or omissions in recording or interpreting the local authority records not exceeding £10,000,000 arising out of any single

or multiple series of related claims or events. The relevant Local Authority will be liable for any negligent, incorrect or omitted entry in their records. 7.6 In the event that the Search Report is used as part of a Home Information Pack, we acknowledge their further responsibility pursuant to Schedule 6, Part 1 of the HIPs Regulations that affords rights to certain third parties including the seller of the property to which the search pertains, a potential or actual buyer of the property in question or a mortgage lender in respect of the particular property referred to in the search to enforce the rights afforded, pursuant to Schedule 6, Part 1, paragraph 5 of the HIPs Regulations, whether such party purchased this Search Report as part of a HIP directly from us. Also, as a responsible provider of Search Reports for inclusion in HIPs, we have made provision to ensure that it is adequately insured in accordance with the requirements of the HIPs Regulations and has insurance to cover our liability pursuant to our responsibility to third parties, as set out above, including adequate insurance against our liability for financial loss suffered by various third parties including the seller, potential or actual buyers and/or the mortgage lender in respect of the particular property to which the search pertains. We confirm that we also maintain insurance run-off cover which is incorporated in the professional indemnity insurance cover we have procured to ensure that insurance cover will remain in effect in the event that we cease trading.

### 8. Force Majeure

8.1 We will not be liable for any failure to perform the Services due to an event beyond our reasonable control. If our performance of the Services is delayed due to an event beyond our reasonable control, we will notify you promptly.

### 9. Assignment

9.1 You may not assign, charge or transfer any of your obligations under the Conditions without our prior written consent.

9.2 We may assign and/or sub-contract any contract for Services at any time on notice to you.

### 10. General

10.1 These Conditions constitute the entire agreement between you and us in respect of the Services and supersede any earlier arrangements, understandings, promises, or agreements made between the parties in respect of the Services.

10.2 You acknowledge that in instructing us to provide the Services, you do not do so on the basis of any representation, warranty or provision not expressly contained within these Conditions.

10.3 If at any time, any one or more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Condition, which shall remain in full force and effect.

10.4 Any failure by us to enforce a breach of the Conditions by you will not be deemed to be a waiver of any subsequent breach of these Conditions that you may make.

10.5 Nothing in these Conditions shall be deemed to create or be deemed to create a partnership or joint venture between us and you or the relationship of principal and agent or employer and employee.

10.6 These Conditions will be governed exclusively by English law. You and we agree to submit exclusively to the jurisdiction of the English courts.

10.7 You and we agree that no third party will be afforded any rights under these Conditions to any parties data unless permission is granted by those parties involved.

# **CON29DW**

## **Drainage and Water Enquiry**

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

**Customer:  
PSG - DONCASTER**

**Property:  
20A Templars Close, Halifax, West Yorkshire, HX4 8QE**

**Prepared by:  
Yorkshire Water Services Ltd. t/a Safe-Move  
P.O.Box 99  
Bradford  
West Yorkshire  
BD3 7YB**

**Telephone 0800 1 385 385**

**Facsimile 01274 804086**

**E-mail [safemove@yorkshirewater.com](mailto:safemove@yorkshirewater.com)**

**DX 723020 Bradford 20**

## General Provisions

In response to the enquiry for drainage and water information, this search report was prepared following examination of Yorkshire Water Services Limited's records held at Western House, Halifax Road, Bradford BD6 2LZ and other summary records derived from the original. Yorkshire Water Services Limited is responsible for the accuracy of the information contained within the search report.

Yorkshire Water Services Limited trading as Safe-Move has carried out enquiries in to the property whose address is detailed on the front page of this report in accordance with its Terms and Conditions of sale which are set out in Appendix 2.

## Question 1 - Interpretation of Drainage and Water Enquiry

Appendix 1 of this report contains definitions of terms and expressions identified in Part 1 of the 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

This search report was completed by Yorkshire Water Services Limited trading as Safe-Move and complies with the requirements of the Regulations in relation to Drainage and Water Enquiries.

In the event of any queries about this report, enquires should be directed to Safe-Move whose contact details can be found below.

Safe-Move has put in place procedures to ensure that customers receive support in the event of any complaint. Our formal complaints procedure including our address for all correspondence is set out below:

### Safe-Move Complaints Procedure.

We aim to provide a high standard of service and to treat you with courtesy and fairness at all times. We welcome any comments you may have and always try to answer queries and resolve complaints quickly and in full.

Safe-Move offers a staged, robust and uniformly efficient complaints process. Formal complaints can be made via the telephone, in writing or via email. We'll investigate your complaint and try to resolve it fully. If your complaint is fair, we'll say sorry and do everything to put things right as soon as possible.

Our contact details are:

Safe-Move  
PO Box 99  
Bradford

BD3 7YB

free phone 0800 1 385 385  
e mail: [safe-move@yorkshirewater.com](mailto:safe-move@yorkshirewater.com)

If you call us, we'll try to answer your enquiry or complaint immediately. If we can't we'll arrange to ring you back within an agreed timescale.

If you are not satisfied with the initial response, you should set out the basis of your complaint in writing by email, fax or letter. If you write to us we will look into the problem and reply within 5 working days of receipt.

If we fail to give you a written response within 5 working days Safe-Move will pay you £10.00 regardless of the outcome of your complaint.

On occasions your complaint may require more detailed investigation. In these instances we will keep you informed of our progress and update you with new timescales if necessary.

If we consider your complaint to be justified, or we have made an error in your search result, we will automatically refund your search fee. We will also provide you with a revised search and undertake the necessary action to put things right. You will be kept informed 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 we will automatically refund your search fee.

If you are still not satisfied with the outcome of your complaint, or the way we've handled it, you can ask for the issue to be reviewed. If this is the case you should write to us without delay, explaining why you remain dissatisfied and what action you would like us to take. The review will be independent of the original investigations and may overturn the previous decision if appropriate. We'll let you know the outcome of your review, in writing, within 10 working days. At any time, if you ask us to, we will liaise with counselling organisations acting 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) and we will give you contact details. We will co-operate fully with the independent adjudicator during the consideration of a complaint by IPCAS and comply with any decision.





**Yorkshire Water Services Ltd T/A Safe-Move is registered with the Property Codes Compliance Board as a subscriber to the Search Code.**

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

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

**The Code's main commitments**

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

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

**Keeping to the Search Code**

How search organisations keep to the Search Code is monitored independently by the Property Codes Compliance Board. And, complaints under the Code may be referred to the Independent Property Codes Adjudication Scheme. This gives you an extra level of protection as the service can award compensation of up to £5,000 to you if you suffer as a result of your search organisation failing to keep to the Code.

**Contact Details**

The Property Codes Compliance Board - please contact:

Telephone: 020 7917 1817

Email: [info@propertycodes.org.uk](mailto:info@propertycodes.org.uk)

You can also get more information about the Property Codes Compliance Board from our 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**

**Question 3 - Where relevant, please include a copy of an extract from the public sewer map.**

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

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

**Question 4 - Does foul water from the property drain to a public sewer?**

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

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

**Question 5 - 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.

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

**Question 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?**

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

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

### **Question 7 - Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?**

The public sewer map included indicates that there is a public sewer, disposal main or lateral drain within the boundaries of the property.

1. The boundary of the property has been determined by reference to the Ordnance Survey record.
2. The presence of a public sewer within the boundary of the property may restrict further development within that boundary. The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Sewerage Undertaker or its contractors needing to enter the property to carry out work.
3. Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.

### **Question 8 - Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?**

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

1. The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the Local Authority requiring a property to be connected to the public sewer.
2. Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer.
3. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.

### **Question 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?**

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.

1. Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.
2. Prior to 1997 Yorkshire Water had sewerage arrangements with the Local Authorities as a result of which

there may have been consultations which Yorkshire Water are not aware of. Since 1st April 2002 building over or near to a public sewer has been controlled by Requirement H4 of The Building Regulations 2000 but Yorkshire Water only acts as a consultee and final approval remains with the Building Inspectorate.

**Question 10 - Where relevant, please include a copy of an extract from the map of waterworks.**

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

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

**Question 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?**

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.

This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to the mains water supply.

**Question 12 - Who are the sewerage and water undertakers for the area?**

Yorkshire Water Services Limited, Western House, Halifax Road, Bradford BD6 2SZ is the sewerage undertaker for the area and Yorkshire Water Services Limited, Western House, Halifax Road, Bradford BD6 2SZ is the water undertaker for the area.

**Question 13 - Is the property connected to mains water supply?**

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

**Question 14 - Are there any water mains, resource mains or discharge pipes within the boundaries of the property?**

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

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

**Question 15 - What is the current basis for charging for sewerage and water services at the property?**

The charges are based on actual volumes of water measured through a water meter ("metered supply").

1. Water and Sewerage Companies full charges are set out in their charges schemes which are available from the Company free of charge upon request.
2. The Company may install a meter 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
  - automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres
  - a bath with capacity greater than 230 litres
  - a reverse osmosis unit
3. The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a water or sewerage company. Details are available from the Office of Water Services (OFWAT)  
Web Site: [www.ofwat.gov.uk](http://www.ofwat.gov.uk)

**Question 16 - Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?**

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

1. Water and Sewerage Undertakers full charges are set out in their charges schemes which are available from the Company free of charge upon request.
2. The Water Undertaker may install a meter 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
  - automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres
  - a bath with capacity greater than 230 litres
  - a reverse osmosis unit
3. It should be noted that a change in the charging basis is not expected if there is no change in use of the property. In the event of any doubt please contact the company responsible for billing the property as detailed in questions 19 and 20.

**Question 17 - Is a surface water drainage charge payable?**

Records confirm that a surface water drainage charge is payable for the property at £37.34 for each financial year

1. Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.
2. Where surface water charges are payable but on inspection the property owner believes that surface water does not drain to the public sewerage system, application can be made to the Company to review the charging situation.
3. It should be noted that surface water drainage charges increase annually with effect from the 1st April.

**Question 18 - Please include details of the location of any water meter serving the property.**

Records indicate that the property is served by a water meter which is located not within the dwelling house which is or forms part of the property, and in particular is located at the side of the house under the gas box.

### **Question 19 - Who bills the property for sewerage services?**

The property is billed for sewerage services by:  
Yorkshire Water Services Ltd., PO Box 52, Bradford BD3 7YD  
0845 1 24 24 24  
[www.yorkshirewater.com](http://www.yorkshirewater.com)

Don't forget to let us know when you've moved. Go on-line at [www.yorkshirewater.com/moving](http://www.yorkshirewater.com/moving) - it's quick and easy!

### **Question 20 - Who bills the property for water services?**

The property is billed for water services by:  
Yorkshire Water Services Ltd., PO Box 52, Bradford BD3 7YD  
0845 1 24 24 24  
[www.yorkshirewater.com](http://www.yorkshirewater.com).

Don't forget to let us know when you've moved. Go on-line at [www.yorkshirewater.com/moving](http://www.yorkshirewater.com/moving) - it's quick and easy!

### **Question 21 - 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.

1. A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (eg flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.
2. "Internal flooding" from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.
3. At Risk properties are those that the Sewerage Undertaker is required to include in the Regulatory Register that is reported annually to the Director General of Water Services. These are defined as properties that have suffered or are likely to suffer internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Sewerage Undertaker's reporting procedure.
4. Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the At Risk register.
5. Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Sewerage Undertaker.
6. Public sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991.
7. It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Sewerage Undertaker. This report excludes flooding from private sewers and drains and the Sewerage Undertaker makes no comment upon this matter.

### **Question 22 - 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.

1. It should be noted that low water pressure can occur from private water mains, private supply pipes

- (the pipework from the external stop cock to the property) or internal plumbing which are not the responsibility of the Water Undertaker. This report excludes low water pressure from private water mains, supply pipes and internal plumbing and the Water Undertaker makes no comment upon this matter.
2. "Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal.
  3. Water Undertakers are required to include in the Regulatory Register that is reported annually to the Director General of Water Services properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level).
  4. The reference level of service is a flow of 9 litres/minute at a pressure of 10metres head on the customer's side of the main stop tap (mst). The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap. The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10metres head on the customers' side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing handbook.
  5. Allowable exclusions  
The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply
  6. Abnormal demand: This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected. Companies should exclude from the reported DG2 figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year companies may exclude, for each property, up to five days of low pressure caused by peak demand.
  7. Planned maintenance: Companies should not report under DG2 low pressures caused by planned maintenance. It is not intended that companies identify the number of properties affected in each instance. However, companies must maintain sufficiently accurate records to verify that low pressure incidents that are excluded from DG2 because of planned maintenance are actually caused by maintenance.
  8. One-off incidents: This exclusion covers a number of causes of low pressure; mains bursts; Failures of company equipment (such as PRVs or booster pumps); Firefighting; and Action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.
  9. Low pressure incidents of short duration: Properties affected by low pressures which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded from the reported DG2 figures.

**Question 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.**

The analysis confirmed that tests met the standards prescribed by the 2000 Regulations or the 2001 Regulations, except that :

1 of 52 tests failed to meet the standard for Iron. The infringement in respect of Iron was minor. Resamples met the prescribed standards. The infringement noted presents no hazard to public health.

1. Water Undertakers have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000.
2. In England and Wales these Regulations implement the requirements of the European Drinking Directive 98/83/EC. The 2000 Regulations impose standards for a range of parameters, which are either health based to ensure the water is safe to drink or to ensure the water is aesthetically acceptable. They also require that drinking water should not contain any element, organism or substance (whether or not a parameter) at a concentration or value which would be detrimental to public health
3. Water quality is normally tested at the tap used for domestic consumption normally in the kitchen. However, the householder is responsible for any of deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met.
4. If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your Water Undertaker for further advice.

5. The Water Undertaker undertakes a monitoring programme to establish water quality that includes random sampling from domestic properties. It will notify the consumers of any failures to meet the water quality standards that are due to the condition or maintenance of the domestic distribution system.
6. The data collected by the Water Undertaker is subject to external review by the drinking water inspectorate (DWI) and by local and health authorities. In addition to reviewing quality data the DWI also carry out audits during which any area of the company's operational can be examined. Further information may be found at [www.dwi.gov.uk](http://www.dwi.gov.uk)

**Question 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.**

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

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 the water company detailed in Q12 if you require further information.

**Question 25 - Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.**

The nearest sewage treatment works and its' distance from the property is as shown in the public sewer map supplied.

1. The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated.
2. The Sewerage undertakers records were inspected to determine the nearest sewage treatment works. It should be noted therefore that there may be a private sewage treatment works closer than the one detailed that has not been identified.



## Appendix 1 General Interpretation

### 1. (1) In this Schedule—

“the 1991 Act” means the Water Industry Act 1991(a);

“the 2000 Regulations” means the Water Supply (Water Quality) Regulations 2000(b);

“the 2001 Regulations” means the Water Supply (Water Quality) Regulations 2001(c);

“adoption agreement” means an agreement made or to be made under Section 51A(1) or 104(1) of the 1991 Act (d);

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

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

“calendar year” means the twelve months ending with 31st December;

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

“disposal main” means (subject to Section 219(2) of the 1991 Act) any outfall pipe or other pipe which—

(a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a sewerage undertaker or of any other person; and

(b) is not a public sewer;

“drain” means (subject to Section 219(2) of the 1991 Act) a drain used for the drainage of one building or any buildings or

yards appurtenant to buildings within the same curtilage;

“effluent” means any liquid, including particles of matter and other substances in suspension in the liquid;

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

“lateral drain” means—

(a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or

(b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under section 104 of that Act (e);

“licensed water supplier” means a company which is the holder for the time being of a water supply licence under Section 17A(1) of the 1991 Act(f);

“maintenance period” means the period so specified in an adoption agreement as a period of time—

(a) from the date of issue of a certificate by a sewerage undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that undertaker’s satisfaction; and

(b) until the date that private sewer or lateral drain is vested in the sewerage undertaker;

“map of waterworks” means the map made available under section 198(3) of the 1991 Act (g) in relation to the information specified in subsection (1A);

“private sewer” means a pipe or pipes which drain foul or surface water, or both, from premises, and are not vested in a sewerage undertaker;

“public sewer” means, subject to Section 106(1A) of the 1991 Act(h), a sewer for the time being vested in a sewerage undertaker in its capacity as such, whether vested in that undertaker—

(a) by virtue of a scheme under Schedule 2 to the Water Act 1989(i);

(b) by virtue of a scheme under Schedule 2 to the 1991 Act (j);

(c) under Section 179 of the 1991 Act (k); or

(d) otherwise;

“public sewer map” means the map made available under Section 199(5) of the 1991 Act (l);

“resource main” means (subject to Section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of—

(a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or

(b) giving or taking a supply of water in bulk;

“sewerage services” includes the collection and disposal of foul and surface water and any other services which are required to be provided by a sewerage undertaker for the purpose of

carrying out its functions;

“Sewerage Undertaker” means the Company appointed to be the sewerage undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated;

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

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

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

“water supplier” means the Company supplying water in the water supply zone, whether a water undertaker or licensed water supplier;

“water supply zone” means the names and areas designated by a water undertaker within its area of supply that are to be its water supply zones for that year; and

“Water Undertaker” means the Company appointed to be the water undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated.

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

(a) 1991 c. 56.

(b) S.I. 2000/3184. These Regulations apply in relation to England.

(c) S.I. 2001/3911. These Regulations apply in relation to Wales.

(d) Section 51A was inserted by Section 92(2) of the Water Act 2003 (c. 37). Section 104(1) was amended by Section 96(4) of that Act.

(e) Various amendments have been made to Sections 102 and 104 by section 96 of the Water Act 2003.

(f) Inserted by Section 56 of and Schedule 4 to the Water Act 2003.

(g) Subsection (1A) was inserted by Section 92(5) of the Water Act 2003.

(h) Section 106(1A) was inserted by Section 99 of the Water Act 2003.

(i) 1989 c. 15.

(j) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.

(k) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.

(l) Section 199 was amended by Section 97(1) and (8) of the Water Act 2003.

## **APPENDIX 2 - DRAINAGE & 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**

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

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

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

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

2.5. The Report provides information as to the location & connection of existing services and other information required to comply with the provisions of the Home

Information Pack Regulations in relation to drainage and water enquiries and should not be relied on for any other purpose. The Report may contain opinions or general advice to the Customer, the Client and the Purchaser which The Company cannot ensure is accurate, complete or valid and for which it accepts no liability.

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

#### **Liability**

- 3.1 The Company shall not be liable to the Customer, the Client or the Purchaser for any failure defect or non-performance of its obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond The Company's reasonable control or the acts or omissions of any party for whom The Company is not responsible.
- 3.2 Where a report is requested for an address falling within a geographical area where two different companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by either company will remain with that company in respect of the accuracy of the information supplied. A company that supplies information which has been provided to it by another company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the company from which the information was obtained.
- 3.3 The Report is produced only for use in relation to individual domestic property transactions which require the provision of drainage and water information pursuant to the provisions of the Regulations and cannot be used for commercial development of domestic properties or commercial properties for intended occupation by third parties..
- 3.4 The Company shall accept liability for death or personal injury arising from its negligence but in any other case the Company's liability for negligence shall be in accordance with the permitted limit for liability identified in Schedule 6 paragraph 8 of the Regulations. In accordance with Schedule 6 paragraph 7 of the Regulations such liability will be met by The Company or its insurers and The Company has and will maintain an appropriate contract of insurance.

#### **Copyright and Confidentiality**

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













#### **Payment**

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







#### **General**

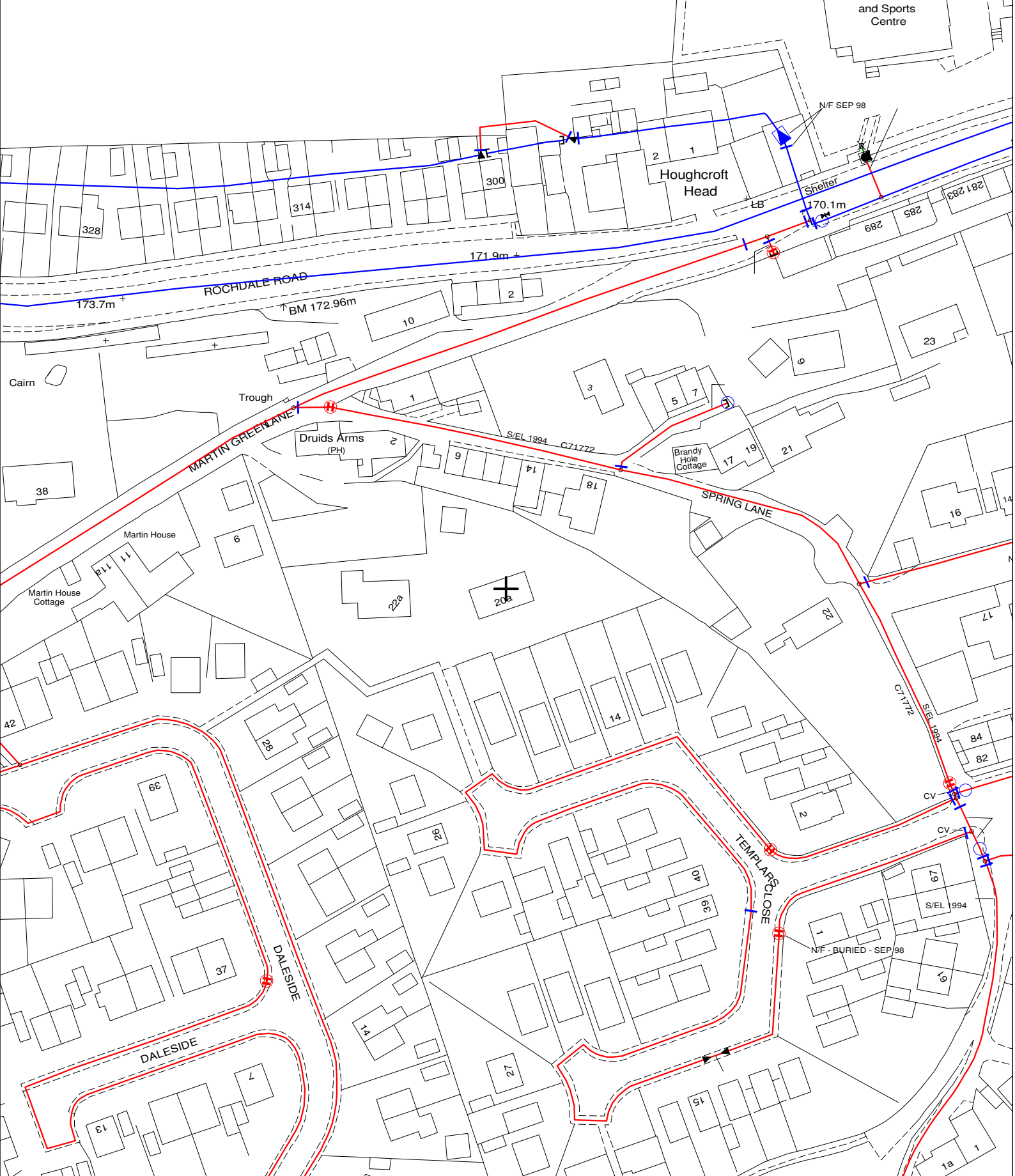
- 6.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.
- 6.2 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
- 6.3 Nothing in these terms and conditions shall in any way restrict the Customer's, the Clients or the Purchasers statutory or any other rights of access to the information contained in the Report.
- 6.4 The Report is supplied subject to these terms and conditions which include the terms required by Schedule 6 paragraphs 5, 6 and 7 of the Regulations
- 6.5 These terms and conditions may be enforced by the Customer, the Client and the Purchaser

## Sewer Legend

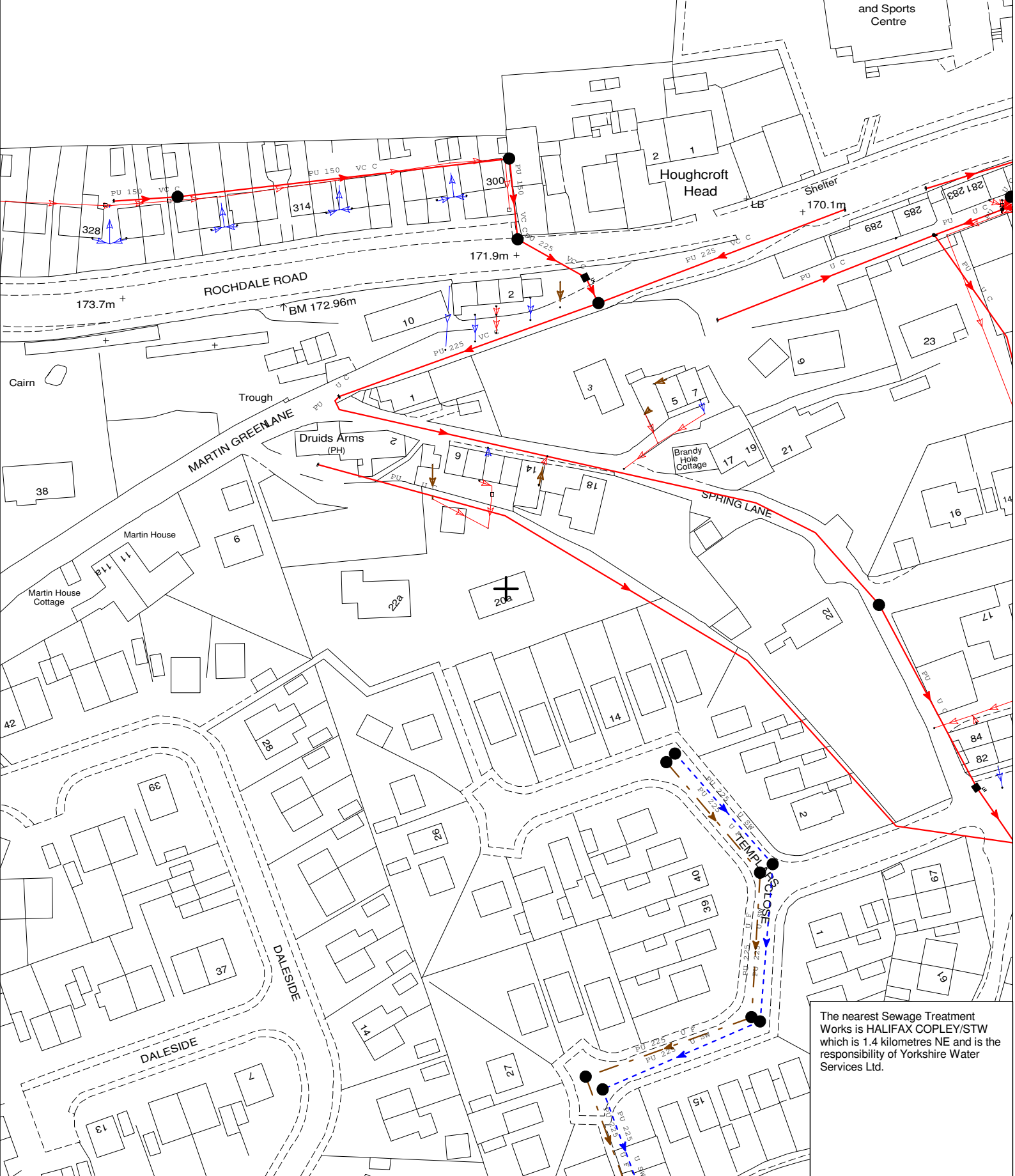
|   |                               |  |                             |
|---|-------------------------------|--|-----------------------------|
|    | Combined Sewer                |    | S24 Combined Sewer          |
|    | Surface Water Sewer           |    | S24 Surface Water Sewer     |
|    | Foul Sewer                    |    | S24 Foul Sewer              |
|    | Section 104 Sewer             |    | Public Rising Main          |
|   | Pumping Station               |    | Abandoned Sewer             |
|  | Public Sewage Treatment Works |  | Syphon Sewer & Vacuum Sewer |
| <b>+</b>  |                               |  | Property Identifier         |

## Water Legend

|   |                         |
|---|-------------------------|
|  | Water Main 4" and below |
|  | Water Main 4" and above |
|  | Raw Water Main          |
|  | Private Water Main      |
|  | Fire Hydrant            |
|  | Pumping Station         |



Public Clean Water Network 23/07/2008 17:22:57 OS Grid Coordinates: 408199 : 421058 Map Name : SE0821SW downesj



The nearest Sewage Treatment Works is HALIFAX COPLEY/STW which is 1.4 kilometres NE and is the responsibility of Yorkshire Water Services Ltd.

Public Waste Water Network 23/07/2008 17:23:15 OS Grid Coordinates: 408199 : 421058 Map Name : SE0821SW downesj



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# Authorised Documents



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This Home Information Pack was compiled by:



THE NATION'S LOCAL HIP AUTHORITY

In the event of any queries please contact:

The HIP Team, PSG Doncaster

Tel: 01226 241010 Fax: 01226 245050  
Or email: [hipteam@propertysearchgroup.co.uk](mailto:hipteam@propertysearchgroup.co.uk)

#### Important Information

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

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

#### The Code's main commitments

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

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

#### Keeping to the HIP Code

How HIP Providers keep to the HIP Code is monitored independently by the Property Codes Compliance Board. And, complaints under the Code may be referred to the Independent Property Codes Adjudication Scheme. This gives you an extra level of protection as the service can award compensation of up to £5,000 to you if you suffer as a result of your HIP Provider failing to keep to the Code.

#### Contact Details

For further information on The Property Codes Compliance Board or to get a copy of the full HIP code contact:

Property Codes Compliance Board  
212 Piccadilly  
London  
W1J 9HG

Tel: 020 7917 1817  
Email: [info@propertycodes.org.uk](mailto:info@propertycodes.org.uk)

You can also get more information about the Property Codes Compliance Board at: [www.propertycodes.org.uk](http://www.propertycodes.org.uk)



HIPcode

PSG is registered with the Property Codes Compliance Board as a subscriber to the Search and HIP Codes.



THE NATION'S LOCAL HIP AUTHORITY

[www.TheHIPAlliance.com](http://www.TheHIPAlliance.com)