## www.thepropertylawgroup.co.uk

## home

## information

## pack

## 1. Index Document

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3. Energy Performance Certificate
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5. Official copy of the title plan
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09/11/2009
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## Important Protection

The HIP Code provides protection for home buyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in a Home Information Pack (HIP) provided on residential property within England and Wales. It sets out minimum standards which HIP providers have to meet.

The HIP Code is owned and maintained by the Association of Home Information Pack Providers (AHIPP)
All HIPs which comply with this Code will include the HIP Code logo and you can check whether a HIP provider subscribes to the Code by contacting the Property Codes Compliance Board.

## The Code's main commitments

The Search Code's key commitments say that HIP providers will:

- Ensure that the terms and conditions of our HIP services comply with this Code.
- Display the Code logo prominently in our HIPs.
- Provide HIPs promptly. We will not delay, nor accept instructions to delay, the provision of a HIP or of any item required for inclusion in a HIP. Any action taken (or failure to take action) knowingly to delay the provision of a HIP would not be compliant with this Code. If there is a delay in producing the HIP, we will inform you of this and why the delay has occurred.
- Train our staff properly to provide HIPs with thoroughness and diligence, in line with the commitments set out in this Code.
- Respond promptly to queries raised on a HIP, to ensure improved understanding.
- Handle complaints speedily and fairly.
- At all times maintain adequate and appropriate indemnity insurance cover to protect you.
- Act with integrity and ensure that all HIPs services comply with relevant laws, regulations, and industry standards


## Keeping to the HIP Code

How search organisations 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 search organisation failing to keep the Code.

## Contact Details

The Property Codes Compliance Board: Please contact;
Telephone 02079171817
Email: info@propertycodes.org.uk
You can also get more information about the Property Codes Compliance Board from our web site at: www.propertycodes.org.uk

## Information for customers

This Home Information Pack has been compiled by Legals Direct Limited. Legals Direct Limited offer Home Information Packs for third parties with the option for a re-branded cover page. The contract for this Home Information Pack is between the customer and Legals Direct Limited. Legals Direct Limited is registered with the Property Codes Compliance Board as a subscriber to the HIP Code. Registered. Office: Legals Direct Limited, Brynhyfryd, 112 Cilfynydd Road, Cilfynydd, Pontypridd, CF37 4NF Company registration No. 6138776.

## Home Information Pack Sales Statement

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

1. Name(s) of seller

Mr S Balfe and Mrs M Balfe
2. Registered owners of property

MILENA CRISTINA BALFE and SIMON JOHN BALFE
3. Property address:

4
Coster Cottages
Hedsor Road
Bourne End
SL8 5EH
4. Is the property a flat or house?


Flat (inc. maisonette)
or House (inc. bungalow)
5. If it is a flat, what type of building is it in?


Purpose built block
Converted house or
Conversion of commercial premises
6. The property is (or will be):


Freehold
Commonhold
Leasehold starting (or likely to start) from and with years left on the lease
7. The title to the interest in the property being sold is:Registered at Land Registry
Unregistered
8. The property is being sold:
$\checkmark$ With vacant possession
Subject to occupation where 1 or more properties in a subdivided building are marketed for sale as a single property, but at least 1 is with vacant possession e.g. a house which is vacant but sold with an occupied annex
9. The capacity of the seller


The owner or owners
A representative with the necessary authority to sell the property for an owner who has died A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney)
Other (please give details):

The index form within this home information pack has been provided by IFA Conveyancing. This form has been completed by the seller of the property. IFA Conveyancing cannot be held responsible for any errors within this form.

## Energy Performance Certificate

4 Coster Cottages, Hedsor Road, BOURNE END, SL8 5EH

Dwelling type:
Date of assessment:
Date of certificate:
Reference number:
Type of assessment:
Total floor area:

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 ( $\mathrm{CO}_{2}$ ) emissions.

## Energy Efficiency Rating

|  | Current | Potential |
| :---: | :---: | :---: |
| Very energy efficient - lower running costs |  |  |
| (92 plus) $\quad$ A |  |  |
| (81-91) $\quad \begin{aligned} & \text { D } \\ & \text { D }\end{aligned}$ |  |  |
| (69-80) |  |  |
| (55-68) $\quad$ D |  |  |
| (39-54) $\quad$ 号 | $452$ | 40 |
| (21-38) $\quad$ 号 |  |  |
| (1-20) 5 |  |  |
| Not energy efficient - higher running costs |  |  |
| EU Directive 2002/91/EC |  |  |

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

## Environmental Impact ( $\mathrm{CO}_{2}$ ) Rating



The environmental impact rating is a measure of this home's impact on the environment in terms of Carbon dioxide ( $\mathrm{CO}_{2}$ ) emissions. The higher the rating the less impact it has on the environment.

Estimated energy use, carbon dioxide ( $\mathrm{CO}_{2}$ ) emissions and fuel costs of this home

|  | Current | Potential |
| :--- | :---: | :---: |
| Energy use | $493 \mathrm{kWh} / \mathrm{m}^{2}$ per year | $434 \mathrm{kWh} / \mathrm{m}^{2} \mathrm{per}$ year |
| Carbon dioxide emissions | 6.3 tonnes per year | 5.6 tonnes per year |
| Lighting | $£ 76$ per year | $£ 38$ per year |
| Heating | $£ 921$ per year | $£ 846$ per year |
| Hot water | $£ 127$ per year | $£ 109$ per year |

The figures in the table above have been provided to enable prospective buyers and tenants to compare the fuel costs and carbon emissions of one home with another. To enable this comparison the figures have been calculated using standardised running conditions (heating periods, room temperatures, etc.) that are the same for all homes, consequently they are unlikely to match an occupier's actual fuel bills and carbon emissions in practice. The figures do not include the impacts of the fuels used for cooking or running appliances, such as TV, fridge etc.; nor do they reflect the costs associated with service, maintenance or safety inspections. Always check the certificate date because fuel prices can change 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.

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

## 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 Ltd, to a scheme authorised by the Government. This certificate was produced using the RdSAP 2005 assessment methodology and has been produced under the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 as amended. A copy of the certificate has been lodged on a national register.

Assessor's accreditation number:
Assessor's name:
Company name/trading name:
Address:
Phone number:
Fax number:
E-mail address:
Related party disclosure:

EES/001241
Mr. Neil Rule
NMR Energy Assessors
15 Highfield Park, Buckinghamshire, Marlow, SL7 2DE
07988403408
nmrenergyassessors@yahoo.co.uk
No related party

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

Details of the assessor and the relevant accreditation scheme are as above. You can get contact details of the accreditation scheme from their website at www.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 home. Different methods of calculation are used for homes and for other buildings. Details can be found at www.communities.gov.uk/epbd.

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

## About the impact of buildings on the environment

One of the biggest contributors to global warming is carbon dioxide. The way we use energy in buildings causes emissions of carbon. The energy we use for heating, lighting and power in homes produces over a quarter of the UK's carbon dioxide emissions and other buildings produce a further one-sixth.
The average household causes about 6 tonnes of carbon dioxide every year. Adopting the recommendations in this report can reduce emissions and protect the environment. You could reduce emissions even more by switching to renewable energy sources. In addition there are many simple everyday measures that will save money, improve comfort and reduce the impact on the environment. Some examples are given at the end of this report.

## Visit the Department for Communities and Local Government website at www.communities.gov.uk/epbd to:

- Find how to confirm the authenticity of an energy performance certificate
- Find how to make a complaint about a certificate or the assessor who produced it
- Learn more about the national register where this certificate has been lodged - the Department is the controller of the data on the register for Data Protection Act 1998 purposes
- Learn more about energy efficiency and reducing energy consumption

Further information about Energy Performance Certificates can be found under Frequently Asked Questions at www.epcregister.com

Recommended measures to improve this home's energy performance

4 Coster Cottages,
Hedsor Road,
BOURNE END, SL8 5EH

Date of certificate: 09 November 2009
Reference number: 8192-6715-2020-3106-3913

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

The table below gives an assessment of the key individual elements that have an impact on this home's energy and environmental performance. Each element is assessed by the national calculation methodology against the following scale: Very poor / Poor / Average / Good / Very good. The assessment does not take into consideration the physical condition of any element. 'Assumed' means that the insulation could not be inspected and an assumption has been made in the methodology based on age and type of construction.

| Elements | Description | Current performance |  |
| :---: | :---: | :---: | :---: |
|  |  | Energy Efficiency | Environmental |
| Walls | Solid brick, as built, no insulation (assumed) Cavity wall, as built, insulated (assumed) | Very poor Good | Very poor Good |
| Roof | Pitched, no insulation (assumed) Flat, insulated (assumed) | Very poor Average | Very poor Average |
| Floor | Suspended, no insulation (assumed) | - | - |
| Windows | Partial double glazing | Average | Average |
| Main heating | Boiler and radiators, mains gas | Good | Good |
| Main heating controls | Programmer and room thermostat | Average | Average |
| Secondary heating | Room heaters, mains gas | - | - |
| Hot water | From main system | Good | Good |
| Lighting | No low energy lighting | Very poor | Very poor |
| Current energy efficiency rating |  | E 42 |  |
| Current environmental impact (CO2) rating |  |  | F 37 |

## Low and zero carbon energy sources

None

## Recommendations

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

| Lower cost measures (up to £500) | Typical savings per year | Performance ratings after improvement |  |
| :---: | :---: | :---: | :---: |
|  |  | Energy efficiency | Environmental impact |
| 1 Low energy lighting for all fixed outlets | £26 | E 44 | F 37 |
| Sub-total | £26 |  |  |
| Higher cost measures (over £500) |  |  |  |
| 2 Replace boiler with Band A condensing boiler | £106 | E 49 | E 42 |
| Total | £132 |  |  |
| Potential energy efficiency rating | E 49 |  |  |
| Potential environmental impact ( $\mathrm{CO}_{2}$ ) rating |  |  | E 42 |

## Further measures to achieve even higher standards

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

| 3 Solar water heating | $£ 23$ | E 50 | E 43 |  |
| :--- | :---: | :---: | :---: | :---: |
| 450 mm internal or external wall insulation | $£ 161$ | D 59 | E 52 |  |
| 5 Solar photovoltaic panels, 2.5 kWp | $£ 167$ | C 71 | D 62 |  |
| Enhanced energy efficiency rating |  |  |  |  |
| Enhanced environmental impact $\left(\mathrm{CO}_{2}\right)$ rating |  |  |  |  |

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 $\left(\mathrm{CO}_{2}\right)$ emissions.

About the cost effective measures to improve this home's performance ratings
If you are a tenant, before undertaking any work you should check the terms of your lease and obtain approval from your landlord if the lease either requires it, or makes no express provision for such work.

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

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

## 1 Low energy lighting

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

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

## 2 Band A condensing boiler

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

## About the further measures to achieve even higher standards

Further measures that could deliver even higher standards for this home. You should check the conditions in any covenants, planning conditions, warranties or sale contracts before undertaking any of these measures. If you are a tenant, before undertaking any work you should check the terms of your lease and obtain approval from your landlord if the lease either requires it, or makes no express provision for such work.

## 3 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.

## 4 Internal or external wall insulation

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

## 5 Solar photovoltaic (PV) panels

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

What can I do today?
Actions that will save money and reduce the impact of your home on the environment include:

- Ensure that you understand the dwelling and how its energy systems are intended to work so as to obtain the maximum benefit in terms of reducing energy use and CO2 emissions.
- Check that your heating system thermostat is not set too high (in a home, $21^{\circ} \mathrm{C}$ 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 $60^{\circ} \mathrm{C}$.
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.
- Close your curtains at night to reduce heat escaping through the windows.
- If you're not filling up the washing machine, tumble dryer or dishwasher, use the half-load or economy programme.

For advice on how to take action and to find out about offers available to help make your home more energy efficient, call 0800512012 or visit www.energysavingtrust.org.uk.

[^0]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 BM95159
Edition date 22.10.2007

- This official copy shows the entries on the register of title on 05 Nov 2000 at 17:24:14.
- 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 05 Nov 2009.
- Under s. 67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A quide to the information we keep and how you can obtain it.
- This title is dealt with by Land Registry Leicester Office.


## A: Property Register

This register describes the land and estate comprised in the title.
BUCKINGHAMSHIRE : WYCOMBE
1 (03.04.1987) The Ereehold land shown edged with red on the plan of the above Title filed at the Registry and being 4 Coster Cottages, Hedsor Road, Bourne End (SL8 5EH).

2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance of the land in this title dated 29 April 1965 made between (1) Hilda Coster (Vendor) and (2) Frederick Haines and Angela Kathleen Haines (Purchasers):-
"TOGETHER ALSO with all rights of light air and drainage and all rights or easements in the nature of quasi-easements or quasi-rights which now are or have been enjoyed by the owners and occupiers of the property hereby conveyed in through and over the adjoining property EXCEPT AND RESERVING to the Vendor and the owner or owners for the time being of the adjoining properties all rights of light air and drainage (if any) and all rights or easements in the nature of quasi-easements which now are enjoyed by the owners and occupiers of the adjoining properties in through and over the property hereby conveyed."

## 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]
## Title number BM95159

## B: Proprietorship Register continued

(not being a trust corporation) under which capital money arises is to be registered except under an order of the registrar or of the Court.
(27.11.2001) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

## C: Charges Register

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

```
1 ~ A ~ C o n v e y a n c e ~ o f ~ t h e ~ l a n d ~ i n ~ t h i s ~ t i t l e ~ a n d ~ o t h e r ~ l a n d ~ d a t e d ~ 6 ~ J u n e ~ 1 8 9 1 ~
    made between (1) Joseph Gardner and (2) Richard Wellicome contains the
    following covenants:-
    AND the said Richard Wellicome hereby covenants with the said Joseph
    Gardner that he will not put any erection upon the hereinbefore described
    piece of land in advance of the building line shown upon the plan annexed
    to the said particulars of sale except boundary walls or ornamental iron
    or close wood fonces and that no such wall or fonce shall oxceod four feot
    six inches in height
    AND also that he will within three calendar months next after being called
    upon so to do in writing by the purchaser of the adjoining lot on any side
    marke and thenceforth maintain sufficient boundary walls or close wood
    fences on the east and west sides of the land hereby conveyed such
    boundary walls or fences to be not less than five feet six inches in
    height
    AND also that he will not make any window on the east side of any erection
    which may be put on the said piece of land.
    NOTE: No building line was shown on the plan supplied on first
    registration. The land in this title does not form part of the east and
    west sides of the land conveyed.
2 (22.03.2006) REGISTERED CHARGE dated 20 March 2006.
3(22.10.2007) Proprietor: LLOYDS TSB BANK PLC (Co. Regn. No. 2065) of
    Barnett way, Gloucester GL4 3KL.
```


## 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 otticial copy is issued on 05 November 2009 shows the state of this title plan on 05 November 2009 at 17:24:14. 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 - Tittl Plans and Boundaries.

This title is dealt with by the Land Registry, Leicester Office
© Crown copyright. Produced by Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

| H.M. LAND REGISTRY |  | TITLE NUMEER |  |  |
| :---: | :---: | :---: | :---: | :---: |
|  |  | BM 95159 |  |  |
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| countr Bucking | оіstect |  |  | $\bigcirc$ Crom coo |

 HEDSOR PARASH

searchcode

Requested by:Legals Direct Limited

| Our Reference: | XX/X894948 |
| :--- | :--- |
| Your Reference: | $\mathbf{5 3 1 3 1}$ |
| Report Prepared by: | RMcKendrick |
|  |  |
| Date: | $\mathbf{2 3 / 1 1 / 2 0 0 9}$ |
| REQUESTED FOR |  |

4 Coster Cottages
Hedsor Road
Bourne End
SL8 5EH

Council: Wycombe District Council
Local Authority Code: 0425

Search: HIP Search - Land Charges Register and Local Search

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

Freephone 08000520117

Yours Faithfully


## ONESEARCH DIRECT

## SUMMARY OF SEARCH REPORT : 01355258

 INVOICE NUMBER : E20778755Search of Local Land Charges Register
The Search requested above reveals 3 registration/s described in the Schedule hereto

## LOCAL Search

1.1. Planning and Building Regulations

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

Policies Yes
Proposals No
Recommendations No

## 2. Roads

Roads, Footways and Footpaths Maintained at Public Expense

Yes

## Other Matters

3.1. Land Required for Public Purposes No
3.2. Land to be Acquired for Roadworks

No
3.3. Drainage Agreements and consents

See Water Search
3.4. Nearby Road Schemes
3.5. Nearby Railway Schemes No
3.6. Traffic Schemes No
3.7. Outstanding Notices No
3.8. Contravention of Building Regulations No
3.9. Notice, Orders, Directions and

Proceedings under Planning Acts No
3.10. Conservation Areas not
3.11. Compulsorv Purchase No
3.12. Contaminated Land No
3.13. Radon Gas Yes

Direct

## Search of Local Land Charges Register

Subjects
Date of Search Report:
Search Report No:
Search Report Prepared by:

4, Coster Cottages, Hedsor Road, Bourne End, Buckinghamshire, SL8 5EH. 23/11/2009
01355258
RMcKendrick

Charges on Register

## 03 - Planning charges

| Description of Charge (including reference to appropriate statutory provision) | Originating Authority | Place where relevant documents may be inspected | Date of registration |
| :---: | :---: | :---: | :---: |
| Direction made by Bucks County Council and approved on 23 April 1959 under article 4 of the Town and Country Planning General Development Order 1950 that the permission granted by article 3 of the Order shall not apply within the area of the Wycombe Rural District to the erection of certain structures used for the purpose of poultry or poultry egg production. | Wycombe District Council | Queen Victoria Road High Wycombe Buckinghamshire HP11 1BB. | 28/5/1959 |
| Conservation Area. | Wycombe District Council | Queen Victoria Road High Wycombe Buckinghamshire HP11 1BB. | 5/11/1986 |
| Bucks County Council Control of Advertisements (Area of Special Control) Order no 1 dated 26.4 .57 and confirmed on 22.1.60 made under regulation 10 of the Town and Country Planning (Control of Advertisements) Regulation 1948 as amended. | Wycombe District Council | Queen Victoria Road High Wycombe Buckinghamshire HP11 1BB. | 5/3/1964 |

## Local Search Enquiries

Subjects
Date of Search Report:
Search Report No:
Search Report Prepared by:

4, Coster Cottages, Hedsor Road, Bourne End, Buckinghamshire, SL8 5EH.
23/11/2009
01355258
RMcKendrick

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

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

## Planning and Building Regulation Decisions and Pending Applications

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:-


Planning designations and Proposals

| 1.2. What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan? | See details below |
| :---: | :---: |
| Wycombe District Council Local Development Framework |  |
| Boundary Between Western Corridor and Blackwater Valley <br> Adopted Sub-Region and Rest of Bucks Area | $\begin{aligned} & 07 / 07 / 2008 \\ & 07 / 07 / 2008 \end{aligned}$ |
| Wycombe District Local Plan To 2011 Adopted\#1055 Adopted | 31/01/2004 |
| Local Plan Policy Conservation Areas <br> Local Plan Policy Borough Boundary <br> Local Plan Policy Green Belt |  |

## Roads

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

| (a) | Highway Maintainable at Public Expense |  |  | Yes |
| :--- | :--- | :--- | :--- | :--- |
| Name |  | Carriageway | Footway | Footpath |
| Hedsor Road, Bourne End | Public | Verge |  |  |
| (b) | Subject to adoption and supported by a bond or bond waiver | None | None |  |


| 3.1. Is the property included in land required for Public Purposes? |
| :--- |
| 3.2. Is the property included in land to be acquired for road works? <br> 3.3. Do either of the following exist in relation to the property? <br> (a) An agreement to drain building in combination into an existing sewer by means of <br> a private sewer <br> (b) An agreement or consent for:- <br> i. a building; or <br> ii. an extension to a building on the property, <br> to be built over in the vicinity of a drain, sewer or disposal main? |

## Nearby Road Schemes

3.4. 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;
(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;
(c) The outer limits of construction works for a proposed alteration or improvement to an existing road, involving-
i) Construction of a roundabout (other than a mini-roundabout); or
ii) Widening by construction of one or more additional traffic lanes;
(d) The outer limits of-
i) Construction of a new road to be built by a local authority
ii) An approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or
iii) Construction of a roundabout (other than a mini-roundabout) or widening by construction of one or more additional traffic lanes
(e) The centre line of the proposed route of a new road under proposals published for public consultation; or
(f) The outer limits of-
i) Construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;
ii) Construction of a roundabout (other than a mini-roundabout); or
iii) Widening by construction of one or more additional traffic lanes, under proposals published for public consultation?

## Nearby Railway Schemes

> 3.5. Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?
3.6. 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 restrictions
(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?

## Outstanding Notices

3.7. Do any statutory notices which relate to the following matters
(a) Building Works;
(b) Environment;
(c) Health and Safety;
(d) Housing;
(e) Highways; or
(f) Public health?

## Contravention of Building Regulations

3.8. Has a local authority authorized in relation to the

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

3.9. 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) Enforcement Notice No
(b) Stop Notice No
(c) Listed Building Enforcement Notice No
(d) Breach of Condition Notice No
(e) Planning Contravention Notice No
(f) Other Notice relating to breach of planning control No
(g) Listed Buildings Repair 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 |$\quad$ No

(i) A Building Preservation Notice ..... No
(j) A direction restricting permitted development ..... No
(k) An order revoking or modifying permission ..... No
(I) An order requiring discontinuance of use or alteration or removal of ..... No buildings or works
(m) A Tree Preservation Order ..... No
(n) Proceedings to enforce a planning agreement or planning contribution ..... No

## Conservation Areas

3.10. Do 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?
b) An unimplemented resolution to designate the area a Conservation Area?

Compulsory Purchase
3.11. Has any enforceable order or decision been made to
compulsorily purchase or acquire the property?
3.12. 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; or
II) An entry; or
c) Consultation with the owner or occupier of the property conducted under section 78G (3) of the Environmental Protection Act 1990 before the service of a remediation notice?

## Informative

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

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

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

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

| 3.13. Do records indicate that the property is in a "Radon Affected Area" | Yes |
| :--- | :--- |
| as identified by the Health Protection Agency (a body established |  |
| under section 1 of the Health Protection Agency Act 2004)? |  | under section 1 of the Health Protection Agency Act 2004)?

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

## Informative

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

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

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

Further information on radon, including an indicative version of the radon Affected Areas map, the associated health risks and common questions and answers is available on the Health Protection Agency (HPA) web site ([http://www.hpa.org.uk/radiation/radon/index.htm](http://www.hpa.org.uk/radiation/radon/index.htm)). Alternatively information can be requested from HPA by telephone (0800 614529 [24hr] or 01235822622 [D/T]) or by writing to Radon Studies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon, OX11 ORQ.

## Notes

## The Search Company

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

## Terms for Preparation of Search

4. This Search Report does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.
5. The information in this Search Report has been prepared following a search of (a) publicly available property related information held by the relevant local authority; and (b) property related information derived from the relevant local authority held by OneSearch. The name and address of the relevant local authority is Wycombe District Council at Queen Victoria Road, High Wycombe, Buckinghamshire, HP11 1BB. The address of OneSearch is set out in paragraph 1 above in this Notes section. Copies of relevant documents held by the relevant local authority can be obtained by contacting the relevant local authority at the said address. Fees and contact information for obtaining copies of such documents are available on request by contacting OneSearch on 08000520117 or by e-mailing cs@onesearchdirect.co.uk The searches from which this Search Report was prepared were completed on the date this Search Report was issued (the said date of issue being the date stated on page 1 of the report.)

## Scope of Area Searched

6. Local Plan policies, proposals and recommendations: only those which apply directly to the property of the search are disclosed.
7. Planning applications on the property only, have been searched.

## Definition of Search Terms

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

## Legal Issues

9. The Search Report has been prepared with reasonable care and skill by staff trained and employed by OneSearch .
10. The seller of the Subjects or the person acting as his/her estate agent may copy the Search Report and include it in a Home Information Pack and otherwise copy it as required by the relevant legislation.
11. These terms are enforceable against OneSearch not only by the seller of the property but also by the actual or potential purchaser of, or mortgage lender in respect of, the property, in their own right.
12. Any queries or complaints regarding the content of the Search Report; the manner in which the search was prepared or completed; or the service provided by staff of OneSearch should be submitted in the first instance to the Customer Services Department by telephone on 08000520117 or by emailing cs@onesearchdirect.co.uk. Claims may also be made under the relevant insurance. (See also under Liability and Insurance below.)

## Liability and Insurance

13. . The local authority will be liable for any negligent or incorrect entry in the records searched.
. Onesearch Direct will be liable for any negligent or incorrect interpretation of the records searched.

- Onesearch Direct will be liable for any negligent or incorrect recording of that interpretation in the search report.

14. You should be aware that the amount of financial compensation for which OneSearch may be liable in respect of this Search Report, and the liability under said insurance policy, is limited, as a maximum, to the amount the potential or actual buyer of the property in question reasonably believed to be the value (for the purposes of residential use) of the Subjects at the time the Search Report was completed.
15. If the insurance company goes out of business, compensation may be available from the Financial Services Compensation Scheme (FSCS). The Financial Ombudsman Service may also provide help in resolving disputes involving insurance companies.
16. In connection with the Personal Local Search carried out in relation to the property, the transaction benefits from the inclusion of a Search Report Insurance Policy. This policy will cover you, the Insured, against Actual Loss incurred by you by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to you in the Search Report, and against such a loss which you suffer because your conveyancer relies on a search obtained from OneSearch Direct;

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

## Complaints Procedure

17. OneSearch Direct is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly.

If you want to make a complaint, we will:

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

If you are not satisfied with our final response, you may refer the complaint to The Property Ombudsman scheme (TPOs); Tel: 01722 333306, email: admin@tpos.co.uk.

We will co-operate fully with the Ombudsman during an investigation and comply with his decision.

Complaints should be sent to:
cs@onesearchdirect.co.uk
or
Customer Services
OneSearch Direct
Skypark SP1
8 Elliot Place
Glasgow
G3 8EP
Tel: 08000520117

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

| HIP Provider: | Legals Direct Limited |
| :--- | :--- |
| Solicitor/Conveyancer: | Legals Direct Limited |

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

Search Prepared by:
Local Authority Records Inspected by:

RMcKendrick
CBlackman
keyfacts

## 1. This summary.

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

## 2. The Insurer.

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

## 3. Type of insurance.

The insurance given under the Search Report Insurance Policy protects against actual loss suffered because of any adverse circumstance which existed in the records of an Appropriate Body and affected the Land at the time a Search Report was compiled as part of a Home Information Pack (as defined in the Home Information Pack Regulations 2007 or any amendment or re-enactment of them which is in force at the Policy Date) but was not fully disclosed in the Search Report. It also protects the Insured against such an actual loss which is incurred because a conveyancer acting in the sale or purchase of the house, or a loan made for the purpose of the purchase, relies on the search report produced by OneSearch Direct rather than a report obtained from an official body. See the Coverage Statement in paragraph 2 of the policy.

## 4. What does the policy not cover?

All of the matters which are excluded from cover are detailed in paragraph 3 of the Search Report Insurance Policy. Please read this part of the policy carefully.
5.

## Limitations of the Policy.

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

## 6. Cancellation Terms.

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

## 7. Term of the policy.

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

## 8. Claims.

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

## 9. Queries.

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

## 10. Complaints.

If you wish to complain about any aspect of the service you have received regarding the insurance policy, please contact First Title Insurance plc at Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT. Please quote the policy reference. SRIP/07/09.

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: 0845080 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 OneSearch Direct Limited as part of its service.

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

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

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

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

5 Who regulates us? OneSearch Direct Limited is an appointed representative of First Title Insurance.. First Title's FSA Registration number is 202103. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 08456061234.

## Search Report Insurance Policy

## Demands \& Needs Statement and Suitability

In connection with the Personal Local Search carried out in relation to the property, the transaction benefits from the inclusion of a Search Report Insurance Policy. This policy will cover you, the Insured, against Actual Loss incurred by you by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to you in the Search Report, and against such a loss which you suffer because your conveyancer relies on a search obtained from OneSearch Direct;

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

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

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

## Form No SRIP 07/09

## SEARCH REPORT INSURANCE POLICY

Policy Issuer: One Search Direct Limited
Policy Number : 60-029-000000

1. Definitions

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

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

## 3. Exclusions

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

| 3.1.1 that Insured creates, allows or agrees to at any time |  |
| :--- | :--- |
| 3.1.2 | are known to that Insured but not to First Title and do not appear in any records established by the Appropriate Bodies on or before the |
| 3.1.3 | date of the Search Report |
| 3.1 .4 | do not cause that Insured any loss |
| 3.1 .5 | occur, come into existence or are recorded in public records established by an Appropriate Body after the Policy Date |

4. Continuation of indemnity

The coverage of any insurance given under this policy does not continue to protect any purchaser from a Buyer or Lender.
5. Notification of a claim
5.1 An Insured must advise First Title in writing as soon as possible after that Insured becomes aware of any claim or circumstance which might entitle that Insured to make a claim under this policy. The Insured must inform First Title Insurance plc in any one of the following formats also quoting the reference being the policy number and SRIP 07/09
5.1.1 by post to Legal and Claims, Title House, 33-39 Elmfield Road, Bromley, Kent, BR1 1LT
5.1.2 by fax to First Title Insurance plc on 08703892171

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

First Title's obligation to an Insured under this policy may be reduced in part or in whole if that Insured refuses to co-operate with First Title and any action or omission of that Insured in these respects adversely affects First Title's ability to dispute or defend any challenge or claim or to commence any action against other persons.
6. Defence and prosecution of actions and an Insured's duty to co-operate
6.1 First Title may at its own expense and without unreasonable delay defend the Insured in litigation concerning any adverse matter referred to in paragraph 2.1
6.2 First Title will be entitled to select the lawyer to act and First Title will not be liable for and will not pay the fees of any other lawyer.
6.3 First Title may pursue any litigation (including appeals) to final determination by a court and reserves the right in its sole discretion to appeal any judgment or order
First Title will consult with the Insured on all matters arising under a claim.
7. Proof of loss
7.1 An Insured must give First Title a written statement detailing the amount of that Insured's loss and the method that that Insured used to compute that amount.
7.2 The statement must be given to First Title not later than 90 days after that Insured knows of the facts which will let the Insured establish the amount of the Insured's loss.

## 8. Settling claims and termination of liability

If an Insured makes a claim under this policy for which First Title is liable or in any other way First Title learns of a matter or circumstance for which First Title is or may be liable First Title can do one or more of the following:
8.1 pay that Insured the amount of indemnity cover in accordance with the definition of Actual Loss in paragraph 1.1 together with any Authorised Expenses; or
8.2 purchase the debt secured by a mortgage for the amount owed under it together with any interest and Authorised Expenses. In those circumstances the Lender must transfer or assign the mortgage together with any collateral securities and credit enhancements to First Title on receipt of payment and give all necessary notices of that transfer or assignment; or
8.3 pay or otherwise settle any claim with other parties for or in the Insured's name together with any Authorised Expenses; or 8.4 pay or otherwise settle with the Insured the Actual Loss provided for under this policy together with any Authorised Expenses.
9. Determination and extent of liability

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

First Title will not be liable to indemnify an Insured:
10.1 if First Title removes any matter giving rise to that Insured's claim under this policy in a reasonably diligent manner by any method including litigation,
or
10.2 if First Title makes a settlement with a third party;
10.3 until litigation, including appeals, in relation to a claim conducted by First Title (or by an Insured with First Title's authorisation) has been finally determined by a court;
10.4 for liability voluntarily assumed by an Insured in negotiating or settling any claim or litigation without First Title's prior written consent
11. Reduction of indemnity and reduction or termination of First Title's liability

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

## 12. Payment of loss

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

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

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

## 15. Severability

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

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

## 17. Cancellation rights

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

All notices required to be served on or given to First Title plc under this policy must include a reference SRIP 07/09 and the address of the Land and be delivered to the Claims Department, First Title Insurance plc, Title House, 33-39 Elmfield Road, Bromley BR1 1LT.
searchcode

## IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by OneSearch Direct Limited, 1st Floor, Skypark SP1, 8 Elliot Place, Glasgow, G3 8EP, which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the 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 firms compiling and/or selling search reports have to meet. By giving you this information, your search provider is confirming that they keep to the principles of the Code. This provides important protection for you.

## The Code's core principles

Search providers which subscribe to the Code will:

- Display the Code logo prominently on their search reports.
- Act with integrity and carry out work with due skill, care and diligence.
- At all times maintain adequate and appropriate insurance to protect consumers.
- Conduct business in an honest, fair and professional manner.
- Handle complaints speedily and fairly.
- Ensure that all search services comply with the law, registration rules and standards.
- Monitor their compliance with the Code.


## Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to $£ 5,000$ to you if he finds that you have suffered actual loss as a result of your search provider failing to keep to the Code.

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

TPOs Contact Details:
The Property Ombudsman scheme
Beckett House
4 Bridge Street
Salisbury
Wiltshire SP1 2LX
Tel: 01722333306
Fax: 01722332296
Email: admin@tpos.co.uk
You can get more information about the PCCB from www.propertycodes.org.uk.
PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE

# Residential <br> CON29DW Drainage \& Water Search 

## Onesearch Direct

 512600 Glasgow 5
## Search address supplied <br> 4

Coster Cottages
Hedsor Road
Bourne End
Buckinghamshire
SL8 5EH

| Your reference | D621457 |
| :--- | :--- |
| Our reference | DWS/DWS Standard/2009_1648815 |
| Received date | $\mathbf{6}$ November 2009 |
| Search date | $\mathbf{6}$ November 2009 |
| Responses as required by the Home Information Pack Regulations <br> (Statutory Instrument 2007 No 1667). |  |

[^2]Thames Water Utilities Ltd

## Property Insight

PO Box 3189
Slough SL1 4WW
DX 151280 Slough 13
T 01189251504
F 0118923 6655/57
E searches@thameswater.co.uk
I www.twpropertyinsight.co.uk
Registered in England and Wales No. 2366661, Registered office Clearwater Court, Vastern Road Reading RG1 8DB

# Residential CON29DW Drainage \& Water Search 

Search address supplied: 4, Coster Cottages, Hedsor Road, Bourne End, Buckinghamshire, SL8 5EH

Any new owner or occupier will need to contact Thames Water on 08459200888 or log onto our website www.thameswater.co.uk and complete our online form to change the water and drainage services bills to their name.

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

The following records were searched in compiling this report: - the Map of Public Sewers, the Map of Waterworks, Water and Sewer billing records, Adoption of Public Sewer records, Building Over Public Sewer records, the Register of Properties subject to Internal Foul Flooding, the Register of Properties subject to Poor Water Pressure and the Drinking Water Register. Thames Water Utilities Ltd (TWUL), Clearwater Court, Vastern Road, Reading RG1 8DB, holds all of these.

TWUL, trading as Property Insight, are responsible in respect of the following: -
(i) any negligent or incorrect entry in the records searched;
(ii) any negligent or incorrect interpretation of the records searched;
(iii) and any negligent or incorrect recording of that interpretation in the search report
(iv) compensation payments

Please refer to the attached Terms \& Conditions.

# Residential <br> CON29DW Drainage \& Water Search 

## Q1 - Interpretation of CON29DW Drainage and Water Search

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

## Q2 - Enquiries and Response

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

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

This search report was prepared by Siobhan Bannister of Thames Water Utilities who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

For your guidance:

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

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## Q3 - Where relevant, please include a copy of an extract from the public sewer map.

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

For your guidance:

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


## Q4 - Does foul water from the property drain to a public sewer?

Records indicate that foul water from the property drains to a public sewer.
For your guidance:

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

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## Residential <br> CON29DW Drainage \& Water Search

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

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

For your guidance:

- Sewerage Undertakers are not responsible for any private drains or sewers that connect the property to the public sewerage system and do not hold details of these.
- The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users, if the property is served by a private sewer which also serves other properties.
- In some cases, Sewerage Undertakers' records do not distinguish between foul and surface water connections to the public sewerage system.
- At the time of privatisation in 1989, Sewerage Undertakers were sold with poorly-kept records of sewerage infrastructure. The records did not always show which properties were connected for surface water drainage purposes. Accordingly, billing records have been used to provide an answer for this element of the drainage and water search.
- Due to the potential inadequacy of Sewerage Undertakers' infrastructure records with respect to surface water drainage, it is the customer's responsibility to inform the Sewerage Undertaker that they do not receive the surface water drainage service. If on inspection, the buyer finds that surface water from the property does not drain to a public sewer, then the property may be eligible for a rebate of the surface water drainage charge. For further information, please contact Thames Water on Tel: 08459200 888, or refer to the website at www.thameswater.co.uk.
- If surface water from the property does not drain to the public sewerage system, the property may have private facilities in the form of a soakaway or private connection to a watercourse.
- An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.


# Residential CON29DW Drainage \& Water Search 

Q6 - Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?

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

For your guidance:

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


## Q7 - Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?

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

For your guidance:

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

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Q8 - 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.

For your guidance:

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

Q9 - Has a sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?

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

For your guidance:

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


## Q10 - Where relevant, please include a copy of an extract from the map of waterworks.

A copy of an extract of the map of waterworks is included, showing water mains, resource mains or discharge pipes in the vicinity of the property.

For your guidance:

- The "water mains" in this context are those, which are vested in and maintainable by the water company under statute.
- Assets other than public water mains may be shown on the plan, for information only.

Thames Water Utilities Ltd
Property Insight
PO Box 3189
Slough SL1 4WW
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## Residential CON29DW Drainage \& Water Search

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

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

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

For your guidance:

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


## Q12 - Who are the sewerage and water undertakers for the area?

Thames Water Utilities Limited, Clearwater Court, Reading, RG1 8DB is the sewerage undertaker for the area and Thames Water Utilities Limited, Clearwater Court, Reading, RG1 8DB is the water undertaker for the area.

## Q13 - Is the property connected to mains water supply?

Records indicate that the property is connected to mains water supply.
For your guidance:

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


## Residential CON29DW Drainage \& Water Search

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

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

For your guidance:

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


## Q15 - What is the current basis for charging for sewerage and water services at the property?

The charges are based on the rateable value of the property of $£ 132.00$ and the charge for the current financial year is $£ 195.20$.

For your guidance:

- Water and sewerage companies' full charges are set out in their charges schemes which are available from the company free of charge upon request.
- The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a water or sewerage company. Details are available from the Office of Water Services (OFWAT) website is www.ofwat.gov.uk.
- Where charges are given these are based on the data available at the time of the report.
- The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for:
o Watering the garden other than by hand (this includes the use of sprinklers).
o Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.
o A bath with a capacity in excess of 230 litres.
- A reverse osmosis unit

Thames Water Utilities Ltd

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## Q16 - 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.

For your guidance:

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


## Q17 - Is a surface water drainage charge payable?

Records confirm that a surface water drainage charge is payable for the property at $£ 20.00$ for each financial year.

For your guidance:

- If surface water from the property drains to a public sewer, then a surface water drainage charge is payable.
- Where a surface water drainage charge is currently included in the property's water and sewerage bill but, on inspection, the buyer finds that surface water from the property does not drain to a public sewer, then the property may be eligible for a rebate of the surface water drainage charge. For further information, please contact Thames Water on Tel: 08459200888 or refer to the website www.thameswater.co.uk

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## Residential <br> CON29DW Drainage \& Water Search

## Q18 - Please include details of the location of any water meter serving the

 property.Records indicate that the property is not served by a water meter.
For your guidance:

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

Q19 - Who bills the property for sewerage services?
The property is billed for sewerage services by;
Thames Water Utilities Limited
Clearwater Court
Vastern Road
Reading
Berkshire
RG1 8DB
Tel: $\quad 08459200888$
Internet: www.thameswater.co.uk.
Q20 - Who bills the property for water services?
The property is billed for water services by;
Thames Water Utilities Limited
Clearwater Court
Vastern Road
Reading
Berkshire
RG1 8DB
Tel:
08459200888
Internet: www.thameswater.co.uk.

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

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

Thames Water Utilities Ltd

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For your guidance:

- A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.
- "Internal flooding" from public sewers is defined as flooding, which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.
- "At Risk" properties are those that the water company is required to include in the Regulatory Register that is presented annually to the Director General of Water Services. These are defined as properties that have suffered, or are likely to suffer, internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company's reporting procedure.
- Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the At Risk Register.
- Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Company.
- Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.
- It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excludes flooding from private sewers and drains and the Company makes no comment upon this matter.
- For further information please contact Thames Water on Tel: 0845 9200800 or website www.thameswater.co.uk


## Q22 - Is the property at risk of receiving low water pressure or flow?

Records confirm that the property is not recorded on a register kept by the water undertaker as being at risk of receiving low water pressure or flow.

# Residential <br> CON29DW Drainage \& Water Search 

For your guidance:

- The boundary of the property has been determined by reference to the plan supplied. Where a plan was not supplied the Ordnance Survey Record was used.
- "Low water pressure" means water pressure below the regulatory reference level, which is the minimum pressure when demand on the system is not abnormal.
- Water Companies are required to include in the Regulatory Register that is presented annually to the Director General of Water Services, properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level)
- The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres / head on the customer's side of the main stop tap (mst). The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap. The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10 metres/head on the customers' side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or the Institute of Plumbing handbook.
- Allowable exclusions The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply.
- Abnormal demand: This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand, which are normally expected. Companies should exclude from the reported DG2 figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year companies may exclude, for each property, up to five days of low pressure caused by peak demand.
- Planned maintenance: Companies should not report under DG2 (Low Pressure Register) low pressures caused by planned maintenance. It is not intended that companies identify the number of properties affected in each instance. However, companies must maintain sufficiently accurate records to verify that low-pressure incidents that are excluded from DG2 because of planned maintenance are actually caused by maintenance.
- One-off incidents: This exclusion covers a number of causes of low pressure; mains bursts; failures of company equipment (such as pressure reducing valves or booster pumps); firefighting; and action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

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- Low-pressure incidents of short duration: Properties affected by low pressures, which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded from the reported DG2 figures.
- Please contact your water company mentioned in Question 12 if you require further information.


## Q23 - Please include details of a water quality analysis made by the water undertaker for the water supply zone in respect of the most recent calendar year.

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

For your guidance:

- Thames Water investigates all infringements of drinking water quality standards and takes appropriate corrective actions to resolve any problems. If there were any risk to public health from the quality of drinking water supplied, the Company would have informed customers immediately and advised not to drink the water until the issue had been resolved.
- Water companies have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000. However, the householder is responsible for any deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met.
- In England and Wales these regulations implement the requirements of the European Drinking Directive 98/83/EC. The 2000 regulations impose standards for a range of parameters, which are either health based to ensure the water is safe to drink or to ensure the water is aesthetically acceptable. They also require that drinking water should not contain any element, organism or substance (whether or not a parameter) at a concentration or value, which would be detrimental to public health.
- Water quality is normally tested at the tap used for domestic consumption, normally the kitchen. However, the householder is responsible for any of deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met.
- If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your water company mentioned in Question 12 for further advice.

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

Q24 - Please include details of any departures, authorised by the Secretary of State under Part 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.
For your guidance:

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


# Residential CON29DW Drainage \& Water Search 

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

The nearest sewage treatment works is 2.592 kilometeres to the west of the property. The name of the nearest sewage treatment works is LITTLE MARLOW STW.

For your guidance:

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


## Payment for this Search

A charge of $£ 48.99$ will be added to your account.
Please note that none of the charges made for this report relate to the provision of Ordnance Survey mapping information.

All prices are in accordance with the standard terms of Property Insight; please contact us on 01189251504 to obtain further details.

## Residential CON29DW Drainage \& Water Search Sewer Map-DWS/DWS

Standard/2009_1648815


The width of the displayed area is 200 m
The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.

Based on the Ordnance Survey Map with the Sanction of the controller of H.M. Stationery Office, License no. WU298557 Crown Copyright Reserved.

## Residential Drainage \& Water Search Sewer Key

Public Sewer Pipes (Operated \& Maintained by Thames Water)
-- Foul Sewer: A sewer designed to convey waste water from domestic and industrial sources to a treatment works.

-     - Surface Water Sewer: A sewer designed to convey surface water (e.g. rain water from roofs, yards and car parks) to rivers, watercourses or a treatment works.

Combined Sewer: A sewer designed to convey both waste water and surface water from domestic and industrial sources to a treatment works.

Trunk Sewer: A strategic sewer which collects either foul or surface water flow from a number of subsidiary catchments and transfers this flow to a pumping station, river outfall or treatment works.

Storm Overflow Sewer: A sewer designed to convey excess rainfall to rivers or watercourses so that the flow does not exceed the capacity of normal sewers (which could cause flooding).

Biosolids: A sewer designed to convey sludge from one treatment works to another.
Vent Pipe: A section of sewer pipe connected between the top of a sewer and vent column, used to prevent the accumulation of gas in a sewer and thus allowing the system to operate properly.
Rising Main: A pipe carrying pumped flow under pressure from a low point to a high point on the sewerage network. Line style / colour and direction of fleck indicate sewer purpose and direction of flow within the pipe.

Vacuum: A foul sewer designed to remove foul sewerage under pressure (vacuum sewers cannot accept direct new connections).


Proposed Foul Sewer
Proposed Surface Water Sewer

## Notes:

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

Other Sewer Types (Not Operated or Maintained by Thames Water)
Foul Sewer: Any foul sewer that is not owned by Thames Water.

Combined Sewer: Any combined sewer that is not owned by Thames Water.


Gulley: A sewer designed to convey surface water from large roads, motorways, etc. to watercourses or to public surface water sewers. These sewers are generally maintained by the relevant highway authority.
Culverted Watercourse: A watercourse running through a culvert or pipe which is the responsibility of the property owner or the Environment Agency.

Abandoned Sewer: A disused sewer. Usually filled with cement mixture or removed from the ground.

## Other Symbols


$\Delta /$

Undefined Ends: These symbols represent the point at which a pipe continues but no records of its position are currently held by Thames Water. These symbols are rare but may be found on any of the public sewer types.

Public/Private Pumping Station: Foul or Surface water pumping station.
4) Most private pipes are not shown on our plans, as in the past, this information has not been recorded.
5) ' $n$ ' or ' 0 ' on a manhole level indicates that data is unavailable.
6) The text appearing alongside a sewer line indicates the internal diameter of the pipe in milimetres. Text next to a manhole indicates the manhole reference number and should not be taken as a measurement. If you are unsure about any text or symbology present on the plan, please contact a member of Property Insight on 0118 9251504.


The width of the displayed area is 200 m
The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.

Based on the Ordnance Survey Map with the Sanction of the controller of H.M. Stationery Office, License no. WU298557 Crown Copyright Reserved.

## Residential Drainage \& Water Search Water Key

Public Water Pipes (Operated \& Maintained by Thames Water)
$\qquad$ Distribution Main: The most common pipe shown on water maps. With few exceptions, domestic connections are only made to distribution mains.
$\qquad$ Trunk Main: A main carrying water from a source of supply to a treatment plant or reservoir, or from one treatment plant or reservoir to another. Also a main transferring water in bulk to smaller water mains used for supplying individual customers.

Supply Main: A supply main indicates that the water main is used as a supply for a single property or group of properties.
$3^{3}$ FIRE
Fire Main: Where a pipe is used as a fire supply, the word FIRE will be displayed along the pipe.
$\qquad$ Metered Pipe: A metered pipe indicates that the pipe in question supplies water for a single property or group of properties and that the quantity of water passing through the pipe is metered even though there may be no meter symbol shown.

Transmission Tunnel: A very large diameter water pipe. Most tunnels are buried very deep underground. These pipes are not expected to affect the structural integrity of buildings shown on the map provided.

Proposed Main: A main that is still in the planning stages or in the process of being laid. More details of the proposed main and its reference number are generally included near the main.

## Depth of Water Pipes (Normal Cover)

| PIPE DIAMETER | DEPTH BELOW GROUND |
| :---: | :---: |
| Up to 300 mm (12") | 900 mm ( $3^{\prime}$ ) |
| 300mm-600mm (12" - 24") | 1100 mm (3' $8^{\prime \prime}$ ) |
| 600 mm and bigger (24" plus) | 1200 mm (4') |

Pipe fittings and controls (Operated \& Maintained by Thames Water)
—— Hydrant: A point on a water main which is used by the fire services or for operational purposes by Thames Water.

- Meter: Used to measure water flowing through a water main for domestic metering or operational purposes by Thames Water.

I General Purpose Valve: Valves allowing control of water flow or pressure within the system.
$\longrightarrow$ Air Valve: A valve which allows the release of trapped air within a water pipe.

Other Water Pipes (Not Operated or Maintained by Thames Water)
$\qquad$ Private Main: Indicates that the water main in question is not owned by Thames Water. These mains normally have text associated with them indicating the diameter and ownership of the pipe.

Other Water Company or Unknown Main: Occasionally other water company water pipes may overlap the border of our clean water coverage area. These mains are denoted in purple and in most cases have the owner of the pipe displayed along them.

## Note:

Most private pipe work and assets i.e. stopcocks, are not shown on our plans (in the past this information had not been recorded).

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

## Definitions

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

## Agreement

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

## The Report

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

## Liability

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

## Copyright and Confidentiality

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

## Payment

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

## General

6.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.
6.2 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
6.3 Nothing in these terms and conditions shall in any way restrict the Customer the Clients or the Purchasers statutory or any other rights of access to the information contained in the Report.
6.4 These terms and conditions may be enforced by the Customer the Client and the Purchaser

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

HOME INFORMATION PACK

## Property Information Questionnaire

## Part 1

## About this form:

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

## If you are the seller, you should be aware -

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

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

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

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

## If you are an estate agent you should be aware -

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

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

## If you are the buyer you should be aware -

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

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

## Where the property being sold is a leasehold property, the seller must also complete Part $\mathbf{2}$ of this questionnaire.

## All properties

a. The postal address of the property
b. The name(s) of the seller(s)
c. The date the PIQ was completed

1. When was the property purchased?

10/2001
2. Is your property a listed building or contained in a listed building?
3. What council tax band is the property in?

4. What parking arrangements exist at your property?

| $\square$ Garage |
| :--- |
| $\square$ Allocated parking space |
| $\square$ |
| Driveway |
| $\square$ |
| On street |
| $\square$ |
| Residents permit |
| $\square$ |
| Metered parking |
| $\square$ Shared parking |
| Other: |

5. Has there been any damage to your property as a result $\bigcirc$ yes no Don't Know of storm or fire since you have owned it?

5a. If "yes" please give details.
6. If you answered "yes" to question 5, was the damage $\bigcirc_{\text {Yes }} \mathrm{On}_{\text {no }} \mathrm{Don}^{\text {n't Know }}$ the subject of an insurance claim?

6a. If "yes" please state whether any of these claims are outstanding.
7. Are you aware of any flooding at your property since you have owned it or before?

7a. If "yes", please give details.
8. Have you checked the freely available flood risk data atthe Environmental Agency's web site (http://www.environmental-agency.gov.uk)?

8a. If "yes", please give details.
Borderline flood area because of proximity with Thames though speaking to neighbours, there have not been any floods for last 15 years, even longer
9. Has there been any treatment or preventative work for dry rot, wet rot or damp in the property since you have owner the property?

9a. If "yes", please give details of any guarantees relating to the work and who holds the guarantees.


Damp course completed in walls above ground level in dining area on 13 November 2001. Certificate of guarantee available. No problems since then.
10. Is there central heating in your property?

## Yes $\bigcirc_{\text {No }} \bigcirc$ Don't Know

gas fired

10a. If "yes", please give details of the type of central heating (examples: gas-fired, oil fired, solid fuel, liquid petroleum gas).
11. Has the central heating been serviced?

11a. If "yes", when was your central heating or other primary heating system last services?

11b. If "yes", is there a service report available?
12. Has the electrical wiring in your property been checked?

12a. If "yes", when was your electrical wiring last inspected?

12b. If "yes", is there a service report available?
13. Please indicate which services are connected to your property:


September 2008
$\bigcirc_{\text {yes }}$ (No
yes $\bigcirc$ no $\bigcirc_{\text {Don't Know }}$

April 2008
$\bigcirc_{\text {yes }}$ ©

## Changes to the property

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

14a. If "yes", please give details of the nature of the work.

14 b . Was building regulation approval obtained?

14c. Was planning permission obtained?

14d. Was listed building consent obtained?

Single storey extension downstairs at the back of property to include a utility room and downstairs W/C. Certificate of completion of work from Wycombe District Council is available

- yes $\bigcirc_{\text {No }} \bigcirc_{\text {Don't Know }}$
$\bigcirc_{\text {yes }}$ 〇no $\bigcirc_{\text {Don't Know }}$
$\bigcirc_{\text {yes }}$ ○no $\bigcirc_{\text {Don't Know }}$

Planning permission or listed building consent not required

New double glazed PVC windows in kitchen and utility room. New double glazed PVC windows in style of property fitted to the front of the property (upstairs and downstairs) in 2005. Ten year guarantee certificate available.

## Access

16. Do you have right of access through any neighboring homes, buildings or land?

16a. If "yes", please give details.


If the response was "no" for $14 \mathrm{~b}, 14 \mathrm{c}$ or 14 d , please state why not (e.g. "not required" or "work completed under approved personal scheme").
15. Have you had replacement windows, doors, patio doors or double glazing installed in your property?

15a. If "yes", please give details of changes and guarantees, if held.

Access to back of property is available through 5 Beaconsfield Cottages/1 Coster Cottages with access through numbers 2 and 3 . Main gate at side of 5 Beaconsfield Cottages is locked but key is available.
17. Does any other person have the right of access through your property?

17a. If "yes", please give details.

## Leasehold properties

18. Is your property a leasehold property?

If "yes" complete part 2 of this questionnaire. If "no" there is no need to complete part 2 of this questionnaire.

## Part 2 Leasehold properties

Only complete this part if the property is a leasehold property.
If the lease is a new one and has not yet been granted, please answer the questions based on the draft terms of the lease.

Before entering into a binding commitment, buyers should confirm any matter relating to the leasehold ownership by reading the lease and checking the position with their conveyancer.
19. What is the name of the person or organisation to whom you pay -

19a. ground rent; and

19b. service charges (if different from (a) above)?
20. How many years does your lease have left to run?
21. How much is your current rent?
22. How much is your current annual service charge?
23. How much is your your current annual buildings insurance premium (if not included in the service charge)?
24. Are you aware of any proposed or ongoing major works to this property?

24a. If "yes", what type of works are they and what is the expected cost relating to this property (if known)?
25. Does this prevent you from -

25a. Sub-letting?

25b. Keeping pets?
〇yes $\bigcirc_{\text {no }} \bigcirc$ Don't Know
$\bigcirc_{\text {Yes }} \bigcirc$ no $\bigcirc_{\text {Don't Know }}$
26. Does the lease allow you to:

26a. Use a car park or space?


26b. Have access to a communal garden (where applicable)?
27. Leases often permit or prevent certain types of activity relating to the use of the property, those referred to in question (25) are examples. Are there any other conditions or restrictions in the lease which could significantly impact on a person's use of the property?

27a. If "yes", please specify


[^0]:    ${ }^{1}$ For information on approved competent persons schemes enter "existing competent person schemes" into an internet search engine or contact your local Energy Saving Trust advice centre on 0800512012.

[^1]:    1 (27.11.2001) PROPRIETOR: MILENA CRISTINA BALFE and SIMON JOHN BALFE of 4 Coster Cottages, Hedsor Road, Bourne End, Buckinghamshire SL8 5EH.
    2 (27.11.2001) The price stated to have been paid on 26 October 2001 was £181,000.
    3 (27.11.2001) RESTRICTION: No disposition by a sole proprietor of the land

[^2]:    Please Note:
    Thames Water implemented a new improved geographical information mapping system on 27 July 2009, and you will therefore notice some minor changes to the symbols used on the Thames Water plans within the drainage and water enquiries. We have included a detailed key to help you with interpretation but if you have any queries, please call our customer service team on 01189251504.

