

PROPERTY ADDRESS:
APARTMENT 6, WESTSIDE TWO 20 SUFFOLK
STREET QUEENSWAY
BIRMINGHAM
WEST MIDLANDS
B1 1LW
DATE PUBLISHED:
01/09/2009



HIPMANAGER.com

Fast Efficient HIPs for Resellers and Agents

HOME INFORMATION PACK

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The following Home Information Pack was compiled by HIP Manager as registered with the Property Codes Compliance Board as a subscriber to the HIP Code.

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Home Information Pack Index

APARTMENT 6, WESTSIDE TWO 20 SUFFOLK STREET QUEENSWAY, BIRMINGHAM, WEST MIDLANDS,
B1 1LW

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PIQ

Property Information Questionnaire

PART 1

This form should be completed by the seller. The seller maybe the owner or owners; 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 must 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 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 on this form.
- If you hold any guarantees for work on your property, your buyers conveyancer is likely to ask for evidence, which it is in your interest 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 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 2 of this questionnaire.

All Properties		
a.	The postal address of the property	Apartment 6, Westside Two, 20 Suffolk Street Queensway, Birmingham, B1 1LW
b.	The name of the seller	Melanie Jones
c.	The date the PIQ was completed	27/08/2009
1.	When was the property purchased?	April 2006
2.	Is your property a listed building or contained in a listed building?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/>
3.	What council tax band is the property in? <i>[Note: Buyers should be aware that improvements carried out by the seller may affect the property's council tax banding following a sale]</i>	A B <input checked="" type="checkbox"/> D E F G H
4.	What parking arrangements exist at your property?	Garage <input type="checkbox"/> Allocated parking space <input type="checkbox"/> Driveway <input type="checkbox"/> On street <input type="checkbox"/> Resident permit <input type="checkbox"/> Metered parking <input checked="" type="checkbox"/> Shared parking <input type="checkbox"/> Other: <input type="checkbox"/>
Other issues affecting the property		
5.	Has there been any damage to your property as a result of storm or fire since you have owned it?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/>
5a.	If "yes", please give details.	
6.	If you have answered "yes" to question 5, was the damage 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?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/>
7a.	If "yes", please give details.	

8.	Have you checked the freely available flood risk data at the Environmental Agency's website (http://www.environment-agency.gov.uk)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/>														
8a.	If "yes", please give details.	Chance of flooding 0.1% or less.														
8b.	If "no" the buyer is advised to check the Environment Agency website for an indication of flood risk in the area.	http://www.environment-agency.gov.uk														
9.	Has there been any treatment of or preventative work for dry rot, wet rot or damp in the property since you have owned the property?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/>														
9a.	If "yes", please give details of any guarantees relating to the work and who holds the guarantees.															
Utilities and Services																
10	Is there central heating in your property?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/>														
10a.	If "yes", please give details of the type of central heating (examples: gas-fired, oil fired, solid fuel, liquid gas petroleum).															
11.	When was your central heating or other primary heating system last serviced?	Last Serviced: Not serviced <input type="checkbox"/> Don't know <input checked="" type="checkbox"/>														
12.	When was the electrical wiring in your property last checked?	Last Serviced: Not serviced <input type="checkbox"/> Don't know <input checked="" type="checkbox"/>														
13.	Please indicate which services are connected to your property:	<table border="1"> <tr> <td>Electricity</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Gas</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Water mains or private water supply</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Drainage to public sewer (if not connected please indicate whether there is a cesspool or eptic tank)</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Telephone</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Cable TV or Satellite</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Broadband</td> <td><input type="checkbox"/></td> </tr> </table>	Electricity	<input checked="" type="checkbox"/>	Gas	<input type="checkbox"/>	Water mains or private water supply	<input checked="" type="checkbox"/>	Drainage to public sewer (if not connected please indicate whether there is a cesspool or eptic tank)	<input checked="" type="checkbox"/>	Telephone	<input type="checkbox"/>	Cable TV or Satellite	<input type="checkbox"/>	Broadband	<input type="checkbox"/>
Electricity	<input checked="" type="checkbox"/>															
Gas	<input type="checkbox"/>															
Water mains or private water supply	<input checked="" type="checkbox"/>															
Drainage to public sewer (if not connected please indicate whether there is a cesspool or eptic tank)	<input checked="" type="checkbox"/>															
Telephone	<input type="checkbox"/>															
Cable TV or Satellite	<input type="checkbox"/>															
Broadband	<input type="checkbox"/>															

Changes to the property		
14.	Have you carried out any structural alterations, additions or extensions (e.g. provision of an extra bedroom or bathroom) to the property?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/>
14a.	If "yes" please give details of the nature of the work	
14b.	Was building regulation approval obtained?	
14c.	Was planning permission obtained?	
14d.	Was listed building consent obtained?	
	If the response was "no" for any of (b) to (d), please state why not (e.g. "not required" or "work completed under approval person scheme").	
15.	Have you had replacement windows, doors, patio doors or double glazing installed in your property?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/>
15a.	If "yes", please give details of changes and guarantees, if held.	
Access		
16.	Do you have right of access through any neighbouring homes, buildings or land?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/>
16a.	If "yes", please give details.	
17.	Does any other person have right of access through your property?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/>
17a.	If "yes", please give details.	

Leasehold properties	
18.	<p>Is your property a leasehold property? <i>Id "yes" complete part 2 of this questionnaire.</i></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p>PART 2: LEASEHOLD PROPERTIES</p> <p>Only complete this part if the property is a leasehold property.</p> <p>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.</p> <p>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</p>	
Additional information for leasehold properties	
19a.	<p>What is the name of the person or organisation to whom you pay ground rent?</p> <p>Midland Heart</p>
19b.	<p>What is the name of the person or organisation to whom you pay service charges?</p> <p>Midland Heart</p>
20.	<p>How many years does your lease have left to run?</p> <p>96</p>
21.	<p>How much is your current annual ground rent?</p> <p>GBP 250.00</p>
22.	<p>How much is your current annual service charge?</p> <p>GBP 933.00</p>
23.	<p>How much is your current annual buildings insurance premium (if not included in the service charge)?</p> <p>GBP 0.00</p>
24.	<p>Are you aware of any proposed or ongoing major works to this property?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/></p>
24a.	<p>If "yes", what type of works are they and what is the expected cost relating to this property (if known)?</p>
25a.	<p>Does the lease prevent you from Sub-letting?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <input checked="" type="checkbox"/></p>
25b.	<p>Does the lease prevent you from keeping pets?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/></p>
26a.	<p>Does the lease allow you to use a car park space?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/></p>

26b.	Does the lease grant you access to a communal garden (where applicable)?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/>
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?	Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <input checked="" type="checkbox"/>
27a.	if "yes", please specify.	

Explanatory Notes to Numbered Items

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

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

21. This information will be found in the lease.

21. This information will be found in the previous year's service charge demands.

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

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

Home Energy Survey

Energy Performance Certificate



Apartment 6 Westside Two
20, Suffolk Street Queensway
BIRMINGHAM
B1 1LW

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

Mid-floor flat
27 August 2009
01 September 2009
0766-2863-6283-0821-9261
42 m²

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

Energy Efficiency Rating			Environmental Impact (CO ₂) Rating		
	Current	Potential		Current	Potential
Very energy efficient - lower running costs			Very environmentally friendly - lower CO ₂ emissions		
(92 plus) A			(92 plus) A		
(81-91) B		87	(81-91) B	83	83
(69-80) C	78		(69-80) C		
(55-68) D			(55-68) D		
(39-54) E			(39-54) E		
(21-38) F			(21-38) F		
(1-20) G			(1-20) G		
Not energy efficient - higher running costs			Not environmentally friendly - higher CO ₂ emissions		
England & Wales	EU Directive 2002/91/EC		England & Wales	EU Directive 2002/91/EC	

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

The environmental impact rating is a measure of a home's impact on the environment in terms of carbon dioxide (CO₂) emissions. The higher the rating the less impact it has on the environment.

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

	Current	Potential
Energy use	174 kWh/m ² per year	177 kWh/m ² per year
Carbon dioxide emissions	1.1 tonnes per year	1.1 tonnes per year
Lighting	£23 per year	£25 per year
Heating	£72 per year	£66 per year
Hot water	£197 per year	£99 per year

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

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



Certification mark

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

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

About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by Stroma Accreditation, 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: STRO000358
Assessor's name: Daniel Weston
Company name/trading name: Hip Seller
Address: 4 Newton Gardens, Great Barr
BIRMINGHAM, West Midlands, B43 5DX
Phone number: 07939990764
Fax number: 0
E-mail address: dawest@hotmail.co.uk
Related party disclosure: None

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.stroma.com together with details of their procedures for confirming authenticity of a certificate and for making a complaint.

About the building's performance ratings

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

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

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

About the impact of buildings on the environment

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

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

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

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

Recommended measures to improve this home's energy performance

Apartment 6 Westside Two
20, Suffolk Street Queensway
BIRMINGHAM
B1 1LW

Date of certificate:
Reference number:

01 September 2009
0766-2863-6283-0821-9261

Summary of this home's energy performance related features

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

Element	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Cavity wall, as built, insulated (assumed)	Good	Good
Roof	(another dwelling above)	-	-
Floor	(other premises below)	-	-
Windows	Fully double glazed	Good	Good
Main heating	Room heaters, electric	Very poor	Poor
Main heating controls	Programmer and appliance thermostats	Good	Good
Secondary heating	None	-	-
Hot water	Electric immersion, standard tariff	Very poor	Poor
Lighting	Low energy lighting in all fixed outlets	Very good	Very good
Current energy efficiency rating		C 78	
Current environmental impact (CO₂) rating		B 83	

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.

Higher cost measures (Over £500)	Typical savings per year	Performance ratings after improvement	
		Energy efficiency	Environmental impact
1 Fan-assisted storage heaters	£101	B 87	B 83
Total	£101		
Potential energy efficiency rating		B 87	
Potential environmental impact (CO₂) rating			B 83

Further measures to achieve even higher standards

None
 Improvements to the energy efficiency and environmental impact ratings will usually be in step with each other. However, they can sometimes diverge because reduced energy costs are not always accompanied by a reduction in carbon dioxide (CO₂) emissions.

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

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

Higher cost measures (typically over £500 each)

1 Fan assisted storage heaters

Modern storage heaters are much less expensive to run than the direct acting, on-peak heating system in the property. A dual-rate electricity supply is required to provide the off-peak electricity that these heaters use; this is easily obtained by contacting the energy supplier. Ask for a quotation for fan-assisted heaters with automatic charge control. As installations should be in accordance with the national wiring standards, only a qualified electrician should carry out the installation. Building Regulations apply to this work, so Building Control should be informed, unless the installer is registered with a competent persons scheme¹, and can therefore self-certify the work for Building Regulation compliance. Ask a qualified electrical heating engineer to explain the options, which might also include switching to other forms of electric heating.

About the further measures to achieve even higher standards

Not applicable

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°C in the living room is suggested) and use the timer to ensure you only heat the building when necessary.
- Make sure your hot water is not too hot - a cylinder thermostat need not normally be higher than 60°C.
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.
- Close your curtains at night to reduce heat escaping through the windows.
- If you're not filling up the washing machine, tumble dryer or dishwasher, use the half-load or economy programme.

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

Sale Statement

Sale Statement

APARTMENT 6, WESTSIDE TWO 20 SUFFOLK STREET QUEENSWAY, BIRMINGHAM, WEST MIDLANDS,
B1 1LW

PROPRIETOR	MELANIE JONES
TENURE	Leasehold
BUILDING TYPE	Flat
THE TITLE TO THE INTEREST	Registered at HM Land Registry

SELLER AUTHORITY (Who is selling the property?)	The Owner(s)
THE PROPERTY BEING SOLD IS:	With vacant possession

Local Authority Search



ENQUIRES TO THE LOCAL AUTHORITY

Date - 27 Aug 2009

Search Prepared for	HIP Manager
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Reference Number	00062011
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Local Authority	Birmingham City Council
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Property Address	Apartment 6, Westside Two 20 Suffolk Street Queensway, Birmingham, B1 1LW
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Search Prepared by	Y Shah
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Signed on behalf of Upstream Searches	
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Contact Details	E: info@upstreamsearches.co.uk W: upstreamsearches.co.uk
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LOCAL LAND CHARGE REGISTER ENTRIES

PART 3

Registering Authority	Birmingham City Council
Date of Registration	N/A
Description of Charge 1	Change of use from A1 (retail) to A2 (financial and professional services) and installation of new windows to ground floor elevation. C/04768/07/FUL

Registering Authority	Birmingham City Council
Date of Registration	28/04/2004
Description of Charge 2	Covenants contained in an Agreement made on 25th March, 2004 under Section 106 of the Town and Country Planning Act, 1990, and all other enabling powers between (1) Birmingham City Council, (2) Kings Oak Homes Ltd., and (3) Midland Area Housing Association, regarding the development of the said land. (Under Application No. C03880/01)

PART 4

Registering Authority	Birmingham City Council
Effective Date	01/07/1988
Date of Registration	01/01/1988
Description of Charge 1	Smoke Control Order – City of Birmingham Revocation (No.1) Order 1987 dated 21/09/1987 & Consolidation (No.2) Order 1987 dated 06/11/1987 whereby all existing Smoke Control Orders were revoked and the whole of the area of the City of Birmingham was declared to be a smoke control area.

Registering Authority	Birmingham City Council
Date of Registration	28/11/2004
Description of Charge 2	Conditions contained in a licence dated 17th November, 2004 issued by the Birmingham City Council under Section 177 Highways Act, 1980 in respect of building over the highway at Royd House.

LOCAL AUTHORITY SEARCH - STANDARD ENQUIRES

1. PLANNING & BUILDING REGULATIONS

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

(a) a planning permission;

1. **C/04200/08/ADV** - Display of 1 externally illuminated projecting sign.

Approved with conditions 21/10/2008

2. **C/02514/08/ADV** - Display of 2no. externally illuminated fascia signs.

Approved with conditions 21/07/2008

3. **C/01327/05/ADV** - Display of large format advertising banners.

Approved with conditions 14/04/2005

4. **C/03880/01/FUL** – Erection of part 7 and part 12 storey building for mixed use, residential at upper floors to provide 118 residential units, retail/cafe bar at ground floor, basement parking with vehicular access of Beak Street.

Approved with conditions 26/03/2004

5. **C/02403/01/FUL** – Erection of substation.

Approved with conditions 17/08/2001

(b) a listed building consent;

None

(c) a conservation area consent;

None

(d) a certificate of lawfulness of proposed use or development;

None

(e) a certificate of lawfulness of proposed use or development;

None

(f) building regulation approvals;

None

(g) a building regulation completion certificate; and

None

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

Birmingham City Councils property database does not presently interface with the various Competent Person Scheme suppliers. Certification for work is issued to the homeowner on completion of work and duplicates if required can be obtained from the relevant provider

1.2 Planning Designations & Proposals

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

None

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

2. Roads

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

(a) highways maintainable at public expense:

Suffolk Street – Yes

(b) subject to adoption and supported by a bond or bond waiver;

None

(c) to be made up by a Local Authority who will reclaim the cost from the frontagers; or

None

(d) to be adopted by a Local Authority without reclaiming the cost from the frontagers?

None

3. Other Matters

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

3.1 Land Required for Public Purposes

Is the property included in land required for public purposes?

No

3.2 Land to be acquired for Road Works

Is the property included in land to be acquired for road works?

No

3.3 Drainage Agreements and Consents

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

- (a) an agreement to drain buildings in combination into an existing sewer by means of a private sewer; or
- b) an agreement or consent for (i) a building; or (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main?

Severn Trent Water

Severn Trent Water

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

3.4 Nearby Road Schemes

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

- a) the centre line of a new trunk road or special road specified in any order, draft order or scheme;
- (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 of a proposed alteration or improvement to an existing road, involving:
 - (i) construction of a roundabout (other than a mini-roundabout); or (ii) widening by construction of one or more additional traffic lanes;
- (d) the outer limits of: (i) construction for a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini-roundabout) or widening by the construction of one or more additional traffic lanes;
- (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 for a proposed alteration or improvement to an existing road involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini-roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?

No

No

Proposal to introduce an additional traffic lane. The property is not affected.

Proposal for a new road to be build. The property is not affected.

No

No

3.5 Nearby Railway Schemes

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

No

3.6 Traffic Schemes

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

(a) permanent stopping up or diversion;

No

(b) waiting or loading restrictions;

No

(c) one way driving;

No

(d) prohibition of driving;

No

(e) pedestrianisation

No

(f) vehicle width or weight restriction;

No

(g) traffic calming works including road humps;

No

(h) residents' parking controls;

No

(i) minor road widening or improvement;

TS764 - Proposals for new direction signs to be erected at junction with Paradise Circus Queensway, Great Charles Street Queensway, Suffolk Street Queensway, Paradise Street, Broad Street and Cambridge Street

(j) pedestrian crossings;

No

(k) cycle tracks; or

No

(l) bridge building?

No

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

3.7 Outstanding Notices

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

(a) building works;

No

(b) environment;	No
(c) health and safety;	No
(d) housing;	No
(e) highways; or	No
(f) public health?	No

3.8 Contravention of Building Regulations

Has a Local Authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?	No
--	----

3.9 Notices, Orders, Directions and Proceedings under Planning Acts

Do any of the following subsist in relation to the property, or has a Local Authority decided to issue, serve, make or commence any of the following:

(a) an enforcement notice;	None
(b) a stop notice;	None
(c) a listed building enforcement notice;	None
(d) a breach of condition notice	None
(e) a planning contravention notice	None
(f) another notice relating to breach of planning control;	None
g) a listed building repairs notice;	None
h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;	None
(i) a building preservation notice;	None
(j) a direction restricting permitted development;	None
(k) an order revoking or modifying a planning permission;	None
(l) an order requiring discontinuance of use or alteration or removal of buildings or works;	None
(m) a tree preservation order; or	None
(n) proceedings to enforce a planning agreement or planning contribution?	None

3.10 Conservation Area

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

(a) the making of the area a conservation area before 31st August 1974; or	No
--	----

(b) an unimplemented resolution to designate the area a conservation area? No

3.11 Compulsory Purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property? No

3.12 Contaminated Land

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

(a) a contaminated land notice: No

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

(i) a decision to make an entry; No

(ii) or an entry: or No

(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? No

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

3.13 Radon Gas

Do records indicate that the property is in a "Radon Affected Area" as identified by the Health Protection Agency? No

Consumer Information

Insurance Provision

As a responsible provider of Search Reports for inclusion in HIPs, Upstream Searches, has made provision to ensure that it is adequately insured in accordance with the requirements of the HIPs Regulations and has insurance to cover its liability pursuant to its responsibility to third parties, including liability for financial loss suffered by seller, potential or actual buyers and/or the mortgage lender in respect of the particular property to which the search pertains. Please contact us for further details.

Property Codes Compliance Board (PCCB)

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

The Code's Main Commitments

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

- Provide search reports which include the most up-to-date available information when compiled and an accurate report of the risks associated with the property.
- Handle complaints speedily and fairly
- Ensure that the terms and conditions of our HIP services comply with this code.
- At all times maintain adequate and appropriate insurance cover to protect you

Keeping to the Search Code

How search organisations keep to the Search Code is monitored independently by the Property Codes Compliance Board. Complaints under the Codes 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 or HIP organisation failing to keep to the Code.

Complaints

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

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

If you wish to make a complaint, you should submit it in writing to:

Upstream Property Services Ltd
Centre Court
1301 Stratford Road
Hall Green
Birmingham
B28 9HH

IPCAS Contact Details:

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

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

Drainage and Water Search

Onesearch Direct

Skypark SP1
8 Elliot Place 1st Floor
Glasgow
G3 8EP

Order Date: **Monday, 24 August 2009**
Order No: **20180186**
Customer Ref: **OSDD540851**

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

Apartment 6
20, Westside Two Suffolk Street
Queensway
Birmingham
B1 1LW

In response to the enquiry for drainage and water information, this search report was prepared following examination of either the following original records or summary records derived from the original: the Map of Public Sewers, the Map of Waterworks, Water and Sewer Billing Records, Adoption of Public Sewer Records, Building Over Public Sewer Records, the Register of Properties subject to Internal Foul Flooding, the Register of Properties subject to Poor Water Pressure and the Drinking Water Register. Should the property not fall entirely within the Severn Trent Water Region, a copy of the records held by South Staffordshire Water of other relevant Water Company will be searched also. Severn Trent Searches is responsible for the accuracy of the information contained within the search report.

Question 1

Interpretation of Drainage and Water Enquiry.

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

Question 2

Enquiries and Responses.

The Search Report on the above property was completed on 24 Aug, 2009 by Nick Cornwall, a technician employed by Severn Trent Searches and complies with the requirements of the Regulations in relation to Drainage and Water Enquiries. In the event of any queries about the preparation of this search report, enquiries should be directed to:

enquiries@severntrentsearches.com

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

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

The address for all correspondence is:

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

or

Severn Trent Searches
DX 723860
Nottingham 43

ORDER SUMMARY

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

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

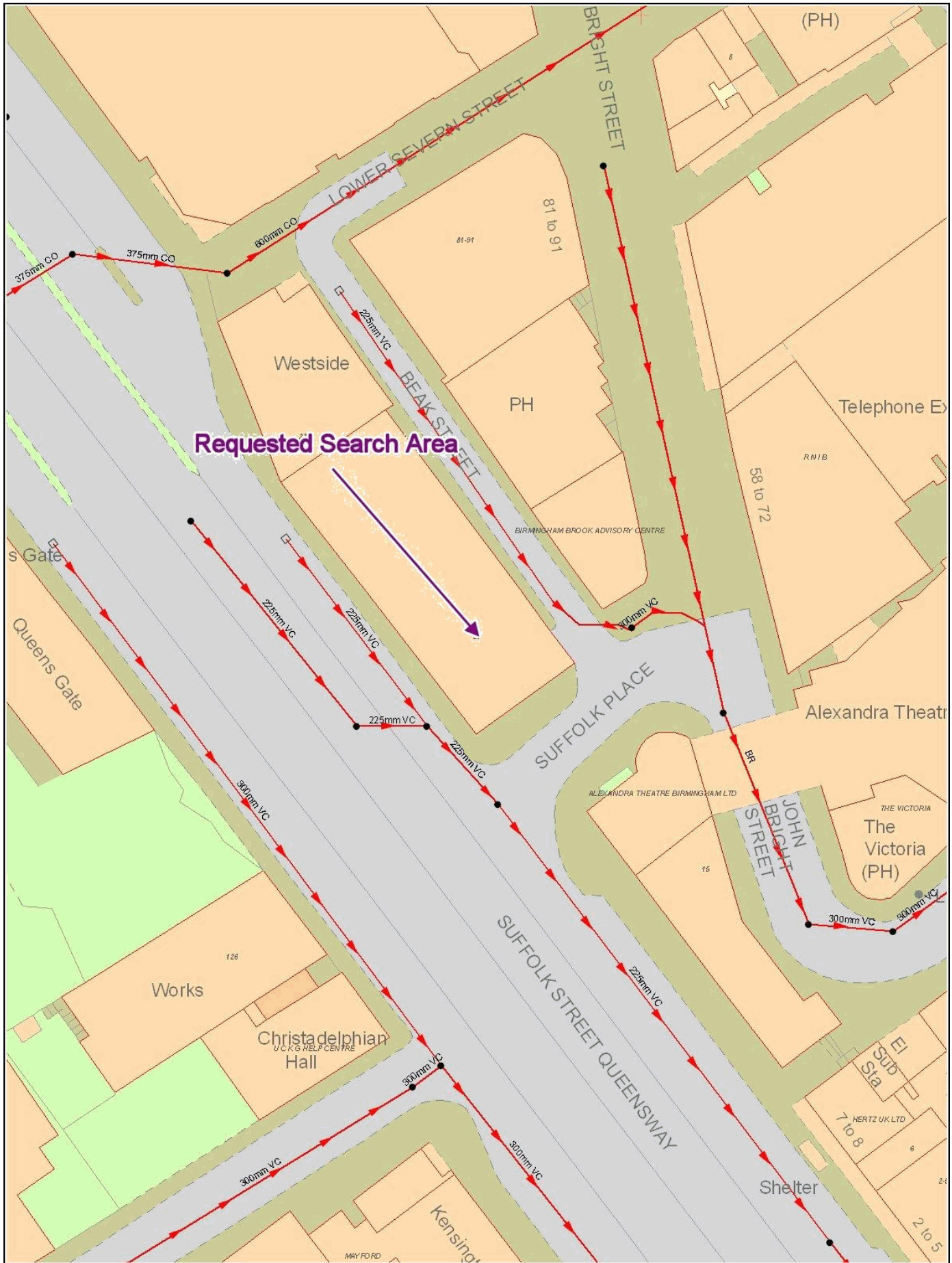
✓ This response represents the typical situation for a residential property.

ⓘ The attention of the purchaser is drawn to this response. The purchaser may wish to make further investigations into this situation.

✘ This response represents an uncommon situation for a residential property and the purchaser should carefully consider its implications.

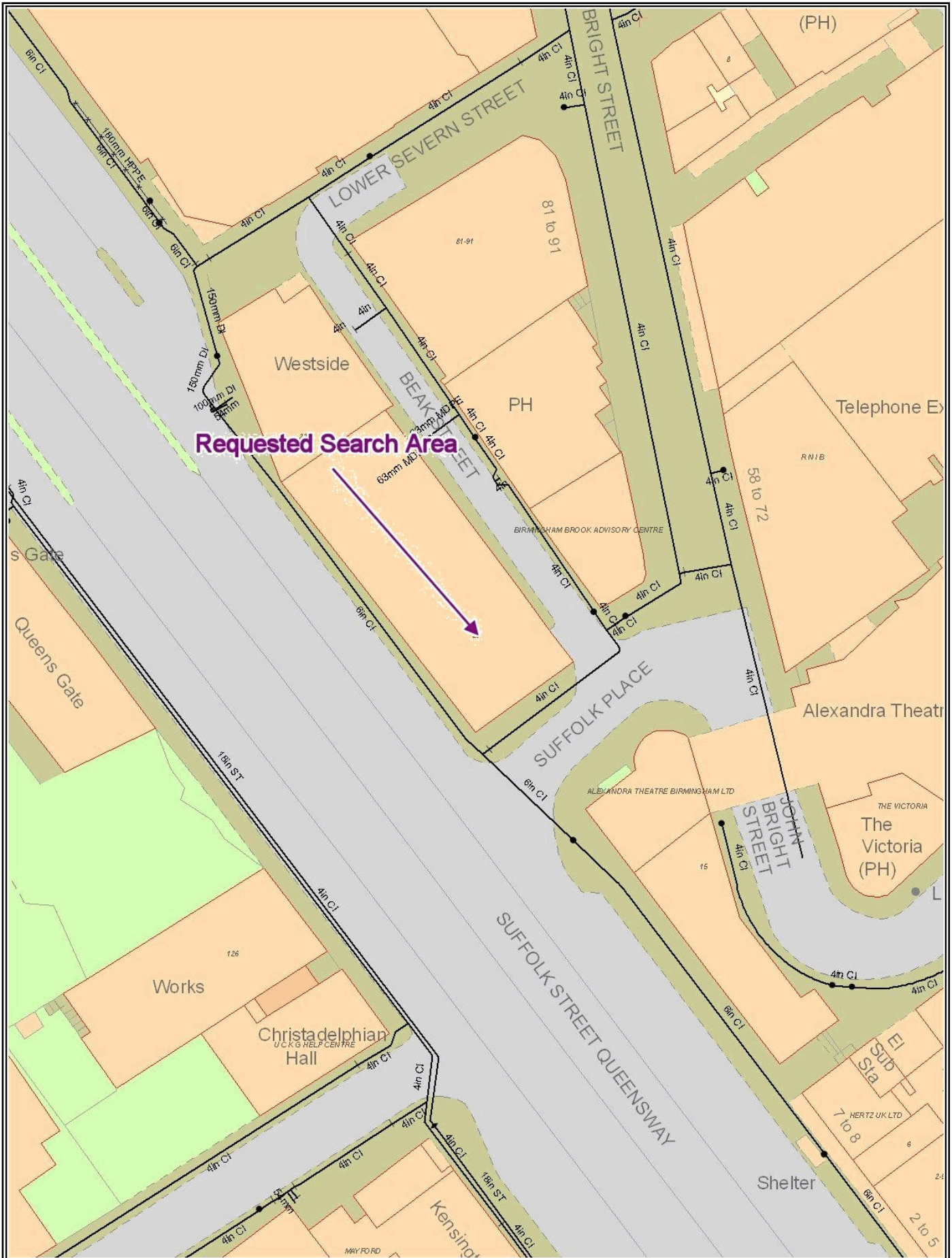
Question	Answer
3 Where relevant, please include a copy of an extract from the public sewer map.	Map Provided ✓
4 Does foul water from the property drain to a public sewer?	Yes ✓
5 Does surface water from the property drain to a public sewer?	Yes ✓
6 Are any sewers or lateral drains serving, or which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

SEWER RECORD Apartment 6, 20, Westside Two Suffolk Street Queensway, Birmingham, B1 1LW



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

WATER RECORD Apartment 6, 20, Westside Two Suffolk Street Queensway, Birmingham, B1 1LW



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

MAP KEYS

Severn Trent Sewer Record

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

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

Severn Trent Water Record

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

For a detailed glossary of the above terminology please visit, <http://www.severntrentsearches.com/glossary>

Question 3

Q3

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



Map Provided

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

Guidance Notes

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

Question 4

Q4

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



Yes

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

Guidance Notes

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

Question 5

Q5

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

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


Yes

Guidance Notes

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

Question 6

Q6

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

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


No

Guidance Notes

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

Question 7

Q7

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

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


No

Guidance Notes

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

Question 8

Q8

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



Yes

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

Guidance Notes

The presence of a public foul sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the Local Authority requiring a property to be connected to the public foul sewer. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public foul sewer.

Question 9

Q9

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



No

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

Guidance Notes

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

Question 10

Q10

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



Map Provided

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

Guidance Notes

Pipes that are shown on the map of waterworks as water mains, resource mains or discharge pipes are defined as those for which a Water Undertaker holds statutory responsibility under the Water Industry Act 1991. Assets other than water mains, resource mains or discharge pipes may be shown on the plan, for information only. Water Undertakers are not responsible for private water mains or private service pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. The extract of the map of waterworks shows water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.

Question 11

Q11

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


No

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

Guidance Notes

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

Question 12

Q12

Who are the Sewerage and Water Undertakers for the area?

The Sewerage Undertakers for the area are:


See Answer

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

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

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

The Water Undertakers for the area are:

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

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

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

Question 13

Q13

Is the property connected to mains water supply?

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



Yes

Question 14

Q14

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

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



No

Guidance Notes

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

Question 15

Q15

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

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



Measured

Guidance Notes

Water and Sewerage Companies full charges are set out in their charges schemes which are available from the Company free of charge upon request. The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for watering the garden, other than by hand (this includes the use of sprinklers) or automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.

Question 16

Q16

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



No

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

Guidance Notes

Water and Sewerage Companies full charges are set out in their charges schemes which are available from the Company free of charge upon request. The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for watering the garden, other than by hand (this includes the use of sprinklers) or automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.

Question 17

Q17

Is a surface water drainage charge payable?



Yes

Records confirm that a surface water drainage charge is payable for the property of £28.10 for the current financial year.

Guidance Notes

Where surface water charges are payable but upon inspection the property owner believes that surface water does not drain to the public sewerage system, application can be made to the Water Company to end surface water charges.

Question 18

Q18

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

Records indicate that the property is served by a water meter, which is located within the dwelling-house which is or forms part of the property, and in particular is located;


See Details

"AIRING CUPBOARD".

(Note: the meter location has been downloaded from the meter reader records and is provided as general guidance.)

For further information regarding the water meter serving this property please contact:

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

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

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

Question 19

Q19

Who bills the property for sewerage services?

The property is billed for sewerage services by:


See Details

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

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

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

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

Question 20

Q20

Who bills the property for water services?

The property is billed for water services by:

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

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

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

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



See Details

Question 21

Q21

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

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



No

Guidance Notes

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

Question 22

Q22

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

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

✓
No

Guidance Notes

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

Question 23

Q23

Please include details of a water quality analysis made by the Water Undertaker for the water supply zone in respect of the most recent calendar year.


Pass

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

Guidance Notes

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

Question 24

Q24

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


N/A

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

Guidance Notes

Authorised departures are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health. Please contact your Water Company if you require further information.

Question 25

Q25

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



See Details

The nearest sewage treatment works is 8.954 KM to the West of the property. The name of the nearest sewage treatment works is Station Road .

Guidance Notes

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

Appendix 1

Terms and Expressions in this Report

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

Water UK: Residential Drainage and Water Search Complaint Procedure

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

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

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

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

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

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

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

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

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

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

Complaints should be sent to:
Customer Services
Severn Trent Searches
PO Box 6187, Nottingham, NG5 1LE
Phone: 0115 962 7269
Email: enquiries@severntrentsearches.com

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

**DRAINAGE & WATER ENQUIRY (DOMESTIC)
TERMS AND CONDITIONS**

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

Definitions

"The Company" means the water service company or their data service provider producing the Report.
"Order" means any request completed by the Customer requesting the Report.
"Report" means the drainage and/ or water report prepared by The Company in respect of the Property.
"Property" means the address or location supplied by the Customer in the Order.
"Customer" means the person, company, firm or other legal body placing the Order, either on their own behalf as Client, or, as an agent for a Client.
"Client" means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property.
"Purchaser" means the actual or potential purchaser of an interest in the Property including their mortgage lender.
"the Regulations" means the Home Information Pack (No.2) Regulations 2007.

Agreement

1.1 The Company agrees to supply the Report to the Customer and to allow it to be provided to the Client and the Purchaser subject in each case, to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. The Customer shall be responsible for bringing these terms to the attention of the Client and the Purchaser as necessary.
1.2 The Customer the Client and the Purchaser agree that the placing of an Order for a Report and the subsequent provision of a copy of the Report to the Purchaser indicates their acceptance of these terms.

The Report

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

Liability

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

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

Copyright and Confidentiality

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

Payment

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

General

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

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

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

Title Documents

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 WM886206

Edition date 09.10.2008

- This official copy shows the entries on the register of title on 24 Aug 2009 at 12:32:19.
- 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 24 Aug 2009.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide *1-A guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Coventry Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WEST MIDLANDS : BIRMINGHAM

1 (01.08.2006) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Apartment 6, Westside Two, 20 Suffolk Street Queensway, Birmingham (B1 1LW).

NOTE: Only the first floor is included in the title.

2 (01.08.2006) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 19 April 2006
Term : 99 years from 1 January 2006
Parties : (1) Midland Heart Limited
(2) Melanie Jones

3 (01.08.2006) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.

4 (01.08.2006) The landlord's title is registered.

5 (01.08.2006) The title includes any legal easements granted by the registered lease but is subject to any rights that are granted or reserved by the said lease and affect the registered land.

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 number WM886206

B: Proprietorship Register continued

Title absolute

- 1 (01.08.2006) PROPRIETOR: MELANIE JONES of Apartment 6, Westside Two, 20 Suffolk Street, Queensway, Birmingham B1 1LT.
- 2 (01.08.2006) The price, other than rents, stated to have been paid on the grant of the lease was £66,000.
- 3 (01.08.2006) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed on behalf of KingsOak Homes Limited of Wingrove House, Ponteland Road, Newcastle Upon Tyne, NE5 3DP by its secretary or conveyancer that the provisions of paragraphs 26 and 27 of Part 1 of Schedule 8 of the registered lease have been complied with.
- 4 (01.08.2006) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 19 April 2006 in favour of HSBC Bank PLC referred to in the Charges Register.

C: Charges Register

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

- 1 (01.08.2006) REGISTERED CHARGE dated 19 April 2006.
- 2 (30.08.2006) Proprietor: HSBC BANK PLC (Co. Regn. No. 14259) 40-41-42 of Mortgage Service Centre, P.O. Box 1546, Sheffield S1 2UJ.

End of register

These are the notes referred to on the following official copy

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

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

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

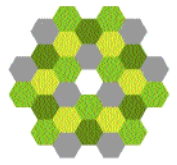
This official copy is issued on 24 August 2009 shows the state of this title plan on 24 August 2009 at 12:32:19. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

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



Land Registry Official copy of title plan

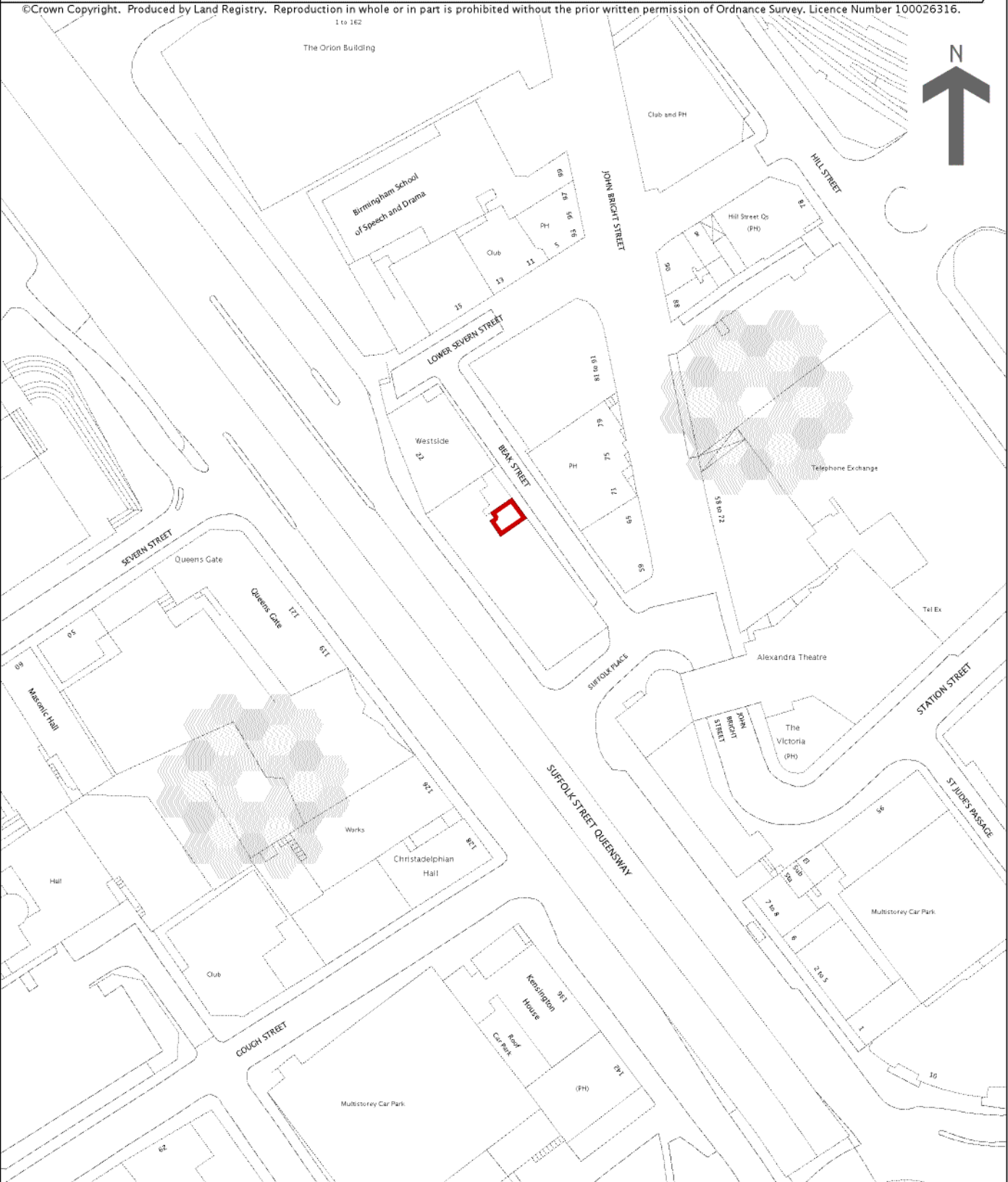
Title number WM886206
Ordnance Survey map reference SP0686NE
Scale 1:1250
Administrative area WEST MIDLANDS:
BIRMINGHAM



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1 to 162

The Orion Building



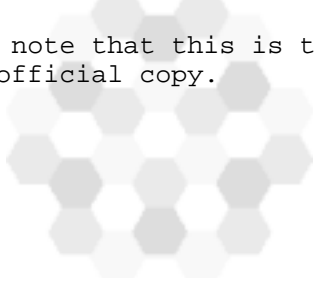
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Title Number WM886206

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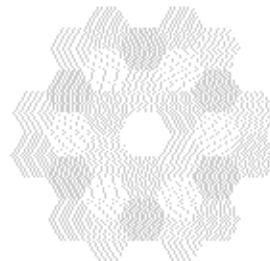
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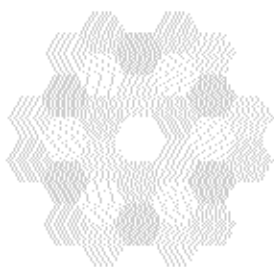
DATED 19th April. 2006

MIDLAND HEART LIMITED
(A Charitable Housing Association)



and

MELANIE JONES



SHARED OWNERSHIP LEASE
(FLATS ONLY)

of

Apartment 6
Westside Two
20 Suffolk Street
Queensway
Birmingham
B1 1LT

**WE HEREBY CERTIFY THIS
TO BE A TRUE COPY OF
THE ORIGINAL.**

DAVISON'S SOLICITORS

DAVISON'S

9.5.06

Newsome Vaughan
Greyfriars House
Greyfriars Lane
Coventry
CV1 2GW

- 1 -

ASO/STANDARD/1

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LAND REGISTRATION ACTS 2002

County and District : West Midlands : Birmingham
Title Number : WM866047
Property : Apartment 6, Westside Two, 20 Suffolk Street, Queensway, Birmingham

PARTICULARS

Date : 19th April 2006
Landlord : MIDLAND HEART LIMITED whose registered office is at 20 Bath Row, Birmingham, B15 1LZ
Leaseholder : Melanie Jones
The Development : The leasehold property comprised in title number WM823744 and known as Royd House, 2 Suffolk Place, Birmingham, B1 1LR and the grounds belonging thereto
The Under Lease : The Lease dated 30 June 2005 and made between the KingsOak Homes Limited (1) and the Landlord (2)
The Under Lessor : KingsOak Homes Limited
Building : All those apartments in Royd House which form part of the Development
Premises : as shown edged red on the attached plan being the first floor apartment known as 6

Royd House, 20 Suffolk Street, Queensway,
Birmingham and registered at H. M. Land
Registry and the title number WM866047

Initial Market Value	:	the sum of £132,000.00
Premium	:	the sum of £66,000.00
Initial Percentage	:	50%
Ground Rent	:	£250 per annum (subject to increase in accordance with the Under Lease)
Gross Rent on Commencement Date	:	£3,960.00
RPI at the Commencement Date	:	2.68%
Management Charge on Commencement Date	:	£199.80 per annum
Specified Rent	:	£1,980.00 per annum and any other sum that may be payable pursuant to the provisions of the Fourth Schedule hereto
Initial Relevant Percentage	:	50%
Service Charge	:	£785.88 per annum from the date of this Lease to 31 st March 2006
Commencement Date	:	1 st January 2006
First Review Date	:	April 2006

Review Date : each 1st April following the First Review Date

Certified Amount : the sum of £250,000.00

THIS SUB UNDERLEASE (herein after called "the Lease") which is made on the

RECITES THAT:

- (1) The Landlord is an Industrial and Provident Society registered under the Industrial and Provident Societies Act 1965 under Number 30069R
- (2) The Landlord is a Housing Association registered with the Housing Corporation under Number L4466
- (3) The Landlord is registered at H.M. Land Registry as proprietor with absolute title to the Premises shown edged red on the plan annexed hereto by virtue of the Under Lease for a term of One Hundred and Twenty Five Years less 9 years from the 1st November 2003 subject to the ground rent thereby reserved and the covenants therein contained
- (4) The Under Leasehold interest of the Building is vested in the Under Lessor
- (5) The Landlord has agreed to grant to the Leaseholder the Lease upon payment by the Leaseholder of the Premium representing the Initial Percentage of the Initial Market Value of the Premises and upon payment of the Specified Rent representing the Initial Relevant Percentage of the Gross Rent of the Premises with provisions to enable the Leaseholder from time to time to pay for a further percentage of the Market Value followed by the corresponding reduction of the percentage of the Gross Rent payable

AND NOW WITNESSES as follows:-

1. (1) Reference to the "Landlord" and "the Leaseholder" shall include the successors in title of them respectively
1. (2) The following expressions have where the context admits the following meanings:-
 1. (2)(a) The expressions set out in the left hand column of the Particulars on the first page of this Lease shall have the meanings assigned to them by the right hand column of those Particulars
 1. (2)(b) "the Common Parts" means the entrance landings lifts staircase car parking and other parts (if any) of the Building and any garden appurtenant to it which are intended to be or are capable of being enjoyed or used by the Leaseholder in common with the occupiers of the other flats in the Building
 1. (2)(c) "the term" means the term hereby granted
 1. (2)(d) "Person" includes a company corporation or other body legally capable of holding land
 1. (2)(e) "RPI" shall mean the United Kingdom General Index of Retail Prices or in the event that such ceases to be published (as to which the Landlord's decision shall be conclusive) or if the said Index or the basis on which it is calculated or published is altered to a material extent (as to which the Landlord's decision shall be conclusive) then the Landlord may give written notice to the Leaseholder of some other published index of general prices or the value of money as a substituted index and in that case the substituted index so selected shall thereupon be the RPI

1. (2)(f) "RPI Increase" on the First Review Date shall mean the percentage increase of the RPI from the RPI at the Commencement Date to the RPI published for the month January prior to the First Review Date and on all other Review Dates shall mean the percentage increase of the RPI from the RPI published for the January prior to the First Review Date or (if later) the last Review Date to the RPI published for the January prior to the relevant Review Date
1. (2)(g) Expressions relating to the payment of a service charge are defined in Clause 6 of this Lease
1. (2)(h) Expressions relating to the calculation of the Specified Rent are defined in the Fourth Schedule
1. (2)(i) Expressions relating to the staircasing provisions are defined in the Fifth Schedule
1. (3) Where the Leaseholder is more than one person the covenants on the part of the Leaseholder shall be joint and several covenants
1. (4) The singular includes the plural and the masculine includes the feminine and neuter and vice versa
1. (5) Reference herein to any statute or any section of any statute include a reference to any statutory amendment modification or re-enactment thereof for the time being in force
2. In consideration of the aforesaid agreement and the Premium (receipt of which the Landlord hereby acknowledges) and of the Specified Rent and the Leaseholder's covenants reserved and contained below the Landlord **HEREBY DEMISES** the Premises to the Leaseholder with full title guarantee **TOGETHER WITH** the easements rights and privileges mentioned in the Second Schedule subject as there mentioned **AND TOGETHER WITH** the rights but subject to the provisions as

more particularly referred to in the Fifth Schedule hereto **EXCEPT AND RESERVING** the rights set out in the Third Schedule **TO HOLD** the Premises to the Leaseholder for the term of NINETY NINE YEARS from the Commencement Date **YIELDING AND PAYING** therefore **FIRSTLY** the Specified Rent and any variation thereof in accordance with the provisions of the Fourth Schedule hereto by equal monthly payments in advance on the first day of each month the first payment to be made on the date hereof **SECONDLY** the Ground Rent by equal monthly payments in advance the first payment to be made on the day hereof and **THIRDLY** the Service Charge in accordance with the provisions of clause 6 hereto by equal monthly payments in advance the first payment to be made on the date hereof

3. The Leaseholder **HEREBY COVENANTS** with the Landlord:

3. (1)(a) To pay the Specified Rent and all other monies due hereunder (including the Management Charge) at the times and in the manner mentioned above without deduction or set-off **PROVIDED ALWAYS** if and whenever the Specified Rent or any other monies due hereunder to the Landlord shall at any time be unpaid for a space of fourteen days after becoming payable the same shall until paid bear interest calculated on a day to day basis at an annual rate of 3% above the Base Rate of Royal Bank of Scotland Plc for the time being in force
3. (1)(b) To pay and indemnify the Landlord against Value Added Tax (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment by the Leaseholder under any terms of or in connection with this Lease or in respect of any payment made by the Landlord where the Leaseholder agrees in this Lease to reimburse the Landlord such payment
3. (2) To pay and discharge all existing and future rates taxes assessments and outgoings whatsoever now or at any time during the term payable

in respect of the Premises or any part thereof or by the owner or occupier thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of any property of which the Premises form part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Premises

3. (3) To keep the interior of the Premises and the glass in the windows and doors (if any) of the Premises and the interior faces (including plaster and other internal covering or lining and any floor boards and tiling and screeding) of the walls ceilings and floors of the Premises and all radiators and water and sanitary apparatus and gas and electrical apparatus of the Premises and all pipes drains and wires which are in the Premises and are enjoyed or used only for the Premises and not for other premises in the Building and the fixtures and appurtenances of and belonging to the Premises clean and in good and substantial repair and condition
3. (4) As often as is reasonably necessary and in the last month of the term however determined in a proper and workmanlike manner (and in the last month of the term in colours approved by the Landlord) to paint paper treat and generally decorate in a style appropriate to property of a like character all the inside of the Premises previously or usually so painted papered treated and decorated
3. (5)(a) Not to make any alterations or additions to the exterior of the Premises or any structural alterations or structural additions to the interior of the Premises nor to erect any new buildings thereon nor in any way to interfere with the outside of the Building nor to remove any of the Landlord's fixtures from the Premises

3. (5)(b) Not to make any alteration or addition of a non structural nature to the interior of the Premises without the previous written consent of the Landlord such consent not to be unreasonably withheld
- 3 (6) To execute and do at the expense of the Leaseholder all such works and things whatever as may at any time during the term be directed or required by any national or local or other public authority to be executed or done upon or in respect of the Premises or any part thereof **PROVIDED ALWAYS** that the Leaseholder shall not be liable by virtue of this sub-clause to execute or do any works which are the responsibility of the Under Lessor under the terms of the Under Lease
3. (7) Promptly to serve on the Landlord a copy of any notice order or proposal relating to the Premises and served on the Leaseholder by any national local or other public authority
3. (8) To pay all costs charges and expenses (including Solicitors' costs and Surveyor's fees) incurred by the Landlord for the purpose of or incidental to the preparation and service of a Notice under Section 146 or Section 147 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief by the Court or otherwise incurred by the Landlord in respect of any breach of covenant by the Leaseholder hereunder
3. (9) To obtain all licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Leaseholder on the Premises or any part thereof or in respect of any user thereof during the term
3. (10) To permit the Landlord and its Surveyor or agent at all reasonable times on notice to enter the Premises to view the condition thereof

And to make good all defects and wants of repair of which notice in writing is given by the Landlord to the Leaseholder and for which the Leaseholder is liable under this Lease within three months after the giving of such notice

3. (11) If the Leaseholder shall at any time make default in the performance of any of the covenants herein contained relating to repair it shall be lawful for the Landlord (but without prejudice to the right of re-entry under Clause 5(1) of this Lease) to enter upon the Premises and repair the same in accordance with those covenants and the expense of such repairs including Surveyor's fees shall be repaid by the Leaseholder to the Landlord on demand
3. (12) At all reasonable times during the term on notice to permit the Under Lessor Landlord and the lessees of other premises in the Building with workmen and others to enter the Premises for the purpose of repairing any adjoining or neighbouring premises and for the purpose of repairing maintaining and replacing all sewers drains pipes cables gutters wires party structures or other conveniences belonging to or serving the same the party so entering making good any damage thereby caused to the Premises
3. (13) At the expiration or sooner determination of the term peaceably to yield up the Premises to the Landlord
3. (14) (a) Not to underlet or part with possession of part only of the Premises
3. (14) (b) Not to underlet the whole of the Premises otherwise than by way of mortgage
3. (15) (a) If at any time when the aggregate of the Initial Percentage and any Portioned Percentage (as hereinafter

defined) acquired by the Leaseholder pursuant to the provisions of Clause 2 of the Fifth Schedule hereto is less than 100% this Lease has been assigned otherwise than in the circumstances detailed in Clause 3(15)(b) hereof and the Landlord by notice in writing served upon the Leaseholder within three months after receipt of the notice of the assignment pursuant to Clause 3(16) hereof so requires the Leaseholder shall pay to the Landlord on demand the Market Value of the Relevant Percentage as defined in and ascertained in accordance with the provisions of the Fifth Schedule hereto as if the Leaseholder had served upon the Landlord on the date of the assignment a notice pursuant to Paragraph 2(1) of the Fifth Schedule hereto stating his intention to acquire such Portioned Percentage as would thereafter reduce the Relevant Percentage to nil

3. (15) (b)

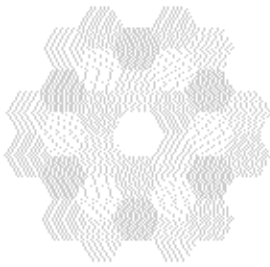
The circumstances in which the Landlord may not require payment under the provisions of Clause 3(15)(a) are when the Lease is assigned

EITHER

- (i) Under a will or intestacy or under Section 24 of the Matrimonial Causes Act 1973 or Section 2 of the Inheritance (Provision for Family and Dependents) Act 1975

OR

- (ii) Both
A. to a person nominated by the Landlord within a period of one month ("the



Nomination Period") from the receipt by the Landlord of notice from the Leaseholder to the effect that he wishes to assign his interest **PROVIDED THAT** the Leaseholder has paid on completion of the assignment to the Landlord the sum of 1% of the Market Value of the Premises as defined in Clause 1(1) of the Fourth Schedule plus value added tax plus any proper disbursements including advertising incurred by the Landlord in making the nomination **PROVIDED FURTHER THAT** if the Landlord fails within the Nomination Period to make any nomination hereunder or the Landlord's nominee fails to enter into a binding Contract for purchase from the Leaseholder within twelve weeks from the receipt of a draft Contract by the Solicitors or other person acting for the person or persons nominated by the Landlord and in either case condition B below is satisfied the Landlord may not require payment under Clause 3(15)(a); and

- B. at a price no greater than a sum equal to a percentage (equal to the Initial Percentage plus any Portioned Percentage or Percentages purchased pursuant to Clause 2 of the Fifth Schedule hereto) of the Market Value of the Premises as defined in the Fifth Schedule hereto (but excluding Paragraphs 1(1)(iii) and 1(1)(iv) of that definition) as at a date no more than three months prior to the date of exchange of Contracts for the

assignment and for the purposes of this Clause the Market Value shall be assessed by the Valuer and evidenced by a certificate in writing in such form as may be approved from time to time by the Housing Corporation which shall be sent to the Landlord with the details of the assignment pursuant to Clause 3(16) hereof

3. (16) Within one month of any assignment mortgage charge or devolution of the Leaseholder's interest in the Premises to give notice of it together with a certified copy of the instrument effecting the assignment mortgage charge or devolution to the Landlord and to pay a reasonable fee to the Landlord for the registration of the notice
3. (17) To provide carpets or such other suitable floor coverings to the floors of the Premises
3. (18) To do such acts and things as may reasonably be required by the Landlord to prevent any easement or right belonging to or used with the Premises from being obstructed or lost And not knowingly to allow any encroachment to be made on or easement acquired over the Premises and in particular not to allow the right of access of light from or over the Premises to any neighbouring property to be acquired
3. (19) To observe the covenants set out in the First Schedule

4. The Landlord **HEREBY COVENANTS** with the Leaseholder as follows:-

4. (1) That the Leaseholder paying the rents hereby reserved and performing and observing the covenants herein contained may peaceably enjoy the Premises during the term without any lawful

interruption by the Landlord or any person rightfully claiming under or in trust for it

4. (2) That the Landlord shall pay the rents reserved by the Under Lease and shall perform and observe all the covenants on its part therein contained so far as neither the Leaseholder nor any owner of a flat in the Building is liable for such performance by way of their occupation of the Premises in this a similar lease

4. (3) That the Landlord will enforce by whatever action the Landlord may in its absolute discretion decide the covenants on the part of the Under Lessor contained in the Under Lease upon the reasonable request of the Leaseholder subject strictly to the Leaseholder first providing security for any costs and expenses involved and otherwise indemnifying the Landlord against any such costs and expenses

5. **PROVIDED ALWAYS** and it is hereby agreed as follows:-

5. (1) If the rents hereby reserved or any part of them shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Leaseholder shall not be performed or observed then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part of them in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the Leaseholder's covenants or the conditions contained in this Lease **PROVIDED ALWAYS** and without prejudice to the Landlord's rights hereunder the Landlord shall give reasonable notice to any mortgagee of the Leaseholder of whom the Landlord has received proper notice pursuant to Clause 3(16) hereof before commencing any proceedings for forfeiture of this Lease

5. (2) Every internal wall separating the Premises from any other part of the Building shall be a party wall severed medially and every internal wall separating the garage (if any) from an adjoining garage or maisonette shall be a party wall severed medially
5. (3) The covenants and conditions herein contained shall only be binding upon the Leaseholder until such time as his interest herein shall have been assigned and notice of the assignment has been given to the Landlord pursuant to Clause 3(16) hereof
6. (1) In this Clause the following expressions have the following meanings:-
6. (1) (a) "Account Year" means a year ending on the 31st March
6. (1) (b) "Specified Proportion" means the proportion so defined by the Under Lease
6. (1) (c) "the Service Provisions" means the sum computed by the Under Lessor in accordance with the provisions of the Under Lease and chargeable to the Landlord under the Under Lease
6. (1) (d) "the Service Charge" means the Specified Proportions of the Service Provision so defined by the Under Lease
6. (2) The Leaseholder **HEREBY COVENANTS** with the Landlord to pay the Service Charge during the term by equal payments in advance at the times at which and in the manner in which rent is payable under this Lease

7. If a mortgagee of the Leaseholder (who shall have been approved and the terms of the mortgage to such mortgagee shall have been approved by the Landlord and the mortgagee of the Landlord's interest in the Premises in writing prior to the Mortgage and for the avoidance of doubt where the terms of such mortgage provides for the making by such mortgagee of further advances such provision shall not be "approved" unless specifically approved in writing by the Landlord and the mortgagee of the Landlord's interest in the Premises) exercises the right to complete the Final Staircasing (pursuant to Paragraph (2) of the Fifth Schedule) and assigns this Lease and the sale price obtainable upon such assignment after adding the amount realised or realisable by the said mortgagee from any collateral security (in aggregate in this clause called "the Sale Price") is insufficient to meet:-

(a) the total principal (which shall not include any capitalised interest) and not exceeding 12 months unpaid interest due to the mortgagee under the terms of the mortgage

(i) disregarding

A. any part of the mortgagee's initial advance to the Leaseholder which was in excess of the Premium or in the case of an assignment was in excess of the Market Value (as defined in the Fifth Schedule hereto) of the Percentage of the Premises assigned to the Leaseholder as at a date no more than two months prior to the date of exchange of contracts for the assignment and for the purposes of this Clause the Market Value shall be assessed by the Valuer and evidenced by a Certificate in writing in such a form as may be approved from time to time by the Housing

Corporation which shall be sent to the Landlord with the details of the assignment pursuant to Clause 3(16) hereof; and

- B. any further advances made by the mortgagee to the Leaseholder at his request unless such further advance is made to enable the Leaseholder to pay for a Portioned Percentage (as hereinafter defined) pursuant to the provisions of Clause 2 and the Fifth Schedule hereto and does not exceed the amount paid by the Leaseholder for such Portioned Percentage or such further advance is made to enable the Leaseholder to comply with his covenants contained in this Lease and accordingly to preserve the mortgagee's security or such further advance is made to enable one joint Leaseholder to purchase the interest in this Lease of the other joint Leaseholder and the further advance does not exceed the Market Value (as defined in the Fifth Schedule hereto) of the interest assigned as at a date no more than twelve weeks prior to the date of exchange of contracts for the assignment and for the purposes of this Clause the Market Value shall be assessed by the Valuer and evidenced in writing in the same manner as described in paragraph A above; but

- (ii) including any payment of Specified Rent, Service Charge or other monies due hereunder by the Leaseholder to the Landlord and including any monies

outstanding in respect of any premiums paid or provided by the mortgagee by way of a loan or otherwise under a mortgage protection life policy or an endowment policy and secured by the mortgage

- (b) any reasonable legal charges incurred by the mortgagee in recovering or attempting to recover any sums due under the mortgage or in respect of the completion of the Final Staircasing and the assignment of this Lease Except if the relevant work shall be undertaken by an employee of the mortgagee in which case a reasonable allowance for such work
- (c) any reasonable agents' commission on such sale Except if the relevant work shall be undertaken by an employee of the mortgagee (which expression shall not include any employee of an estate agency owned by the mortgagee) in which case a reasonable allowance for such work
- (d) any other costs or expenses (other than the mortgagee's internal costs of administration) reasonably incurred by the mortgagee in connection with the protection of the security or the completion of the Final Staircasing and assignment of this Lease Except if the relevant work shall be undertaken by an employee of the mortgagee in which case a reasonable allowance for such work
- (e) the price payable upon completion of the Final Staircasing under the provisions of the Fifth Schedule hereto the said price payable upon completion of the Final Staircasing shall be such sum as equals the amount of the Sale Price less the aggregate of the sums referred to in sub-clauses (a) (b) (c) and (d) hereof **PROVIDED ALWAYS** the person primarily liable for the moneys due to the mortgagee as above referred to shall pay to the Landlord on demand with interest calculated in accordance with the provisions of Clause 3(1) hereof

such amount which by the said sum payable under the provisions of Paragraph 2 of the Fifth Schedule hereto has been reduced

8. Restriction: No deed varying the terms of the registered lease is to be completed by registration without the consent of the Housing Corporation, 149 Tottenham Court Road, London W1T 7BN
9. The Landlord and the Leaseholder hereby confirm that the Market Value of the Premises (as defined in the Fifth Schedule hereto) is the Initial Market Value the minimum rent payable for the purposes of Section 108 Finance Act 1981 is a peppercorn and that they intent stamp duty to be charged in accordance with the said Section 108 by reference to the Initial Market Value and the said minimum rent
10. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than rent exceeds the Certified Amount

IN WITNESS whereof the Landlord has caused its Common Seal to be hereunto affixed and the Leaseholder has hereunto set his hand the day and year first before written

THE FIRST SCHEDULE above referred to
MUTUAL COVENANTS

1. Not to use the Premises nor permit the same to be used for any purposes whatever other than as a private residence in single occupation only nor for any purpose from which a nuisance can arise to the owners lessees or occupiers of the other premises in the Building or of the premises in the neighbourhood

2. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on any premises in or part of the Building or may cause an increased premium to be payable in respect thereof.

THE SECOND SCHEDULE above referred to
EASEMENTS RIGHTS AND PRIVILEGES
INCLUDED IN THE LEASE

1. The right for the Leaseholder and all persons authorised by the Leaseholder (in common with all other persons entitled to the like right) at all times to use the Common Parts for all purposes incidental to the occupation and enjoyment of the Premises and the Development (but not further or otherwise)
2. Such easements rights and privileges as are afforded to the Landlord under the terms of the Under Lease
3. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building and from the site and roof thereof
4. The free and uninterrupted passage and running of water and soil gas and electricity from and to the Premises through the sewers drains and watercourses cables pipes and wires which now are or may at any time hereafter during the term be in under or passing through the Building or any part thereof
5. The right for the Leaseholder with workmen and others at all reasonable times on notice (except in the case of emergency) to enter upon other parts of the Building
 - (i) for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires or

- (ii) for the purpose of repairing maintaining renewing or rebuilding the Premises or any part of the Building giving subjacent or lateral support shelter or protection to the Premises causing as little disturbance as possible and making good any damage caused

THE THIRD SCHEDULE above referred to
EXCEPTIONS AND RESERVATIONS

There are excepted and reserved out of this demise to the Under Lessor Landlord and the lessees of the other premises comprised in the Building:-

- (a) Easements rights and privileges over along and through the Premises equivalent to those contained in the Under Lease
- (b) The right for the Landlord and its surveyors or agents with or without workmen and others at all reasonable times on notice (except in case of emergency) to enter the Premises for the purpose of inspecting the Premises and the Landlords Fixtures and Fittings therein

THE FOURTH SCHEDULE above referred to
CALCULATION OF SPECIFIED RENT

1. In this schedule the following expressions have the following meanings:-
1. (1) "the Relevant Percentage" shall mean at any time 100% less the aggregate of the Initial Percentage and any Portioned Percentage or Portioned Percentages paid for pursuant to Clause 2 of the Fifth Schedule hereto

1. (2) "New Gross Rent" shall mean the Gross Rent increased pursuant to Paragraph 2 hereof on each Review Date
2. (1) On the First Review Date the New Gross Rent shall be calculated by increasing the Gross Rent on the Commencement Date by the RPI increase plus 2% on each subsequent Review Date the New Gross Rent shall be calculated by increasing the New Gross Rent calculated the First Review Date or if later on the last Review Date by the RPI Increase plus 2%
2. (2) On each Review Date the Specified Rent payable hereunder shall be reviewed to an amount equal to the Relevant Percentage of the New Gross Rent as at the relevant Review Date

THE FIFTH SCHEDULE above referred to
STAIRCASING PROVISIONS

1. In this Schedule and in this Lease the following expressions have the following meanings respectively:-
 1. (1) "Market Value" shall at the date hereof mean the Initial Market Value and shall at any subsequent date mean the price which the interest of the Leaseholder would then fetch if sold on the open market by a willing vendor upon the terms and conditions contained herein and on the assumption that the Relevant Percentage is nil (the Leaseholder having acquired 100% of the shares in the Premises) AND disregarding the following matters:-
 1. (1) (i) any mortgage of the Leaseholder's interest

1. (1) (ii) any interest in or right over the Premises created by the Leaseholder
1. (1) (iii) any improvement made by the Leaseholder or any predecessor in title of his
1. (1) (iv) any failure by the Leaseholder or any predecessor in title to carry out the obligations contained in Clause 3(3) and 3(4) hereof and
1. (1) (v) the provisions of Paragraph 3 hereof
1. (2) "a Portioned Percentage" shall mean at any relevant time a portion of the then Market Value of the Premises up to a maximum of 100 per cent being 25% or a multiple of 25% thereof
1. (3) "the Relevant Percentage" shall mean at any relevant time 100% less the aggregate of the Initial Percentage any Portioned Percentage or Percentages paid for pursuant to Paragraph 2 (4) hereof
1. (4) "the Valuer" means an independent expert agreed between the Landlord and the mortgagee of the Landlord's interest in the Premises and the Leaseholder or in default of agreement appointed on the application of either Landlord or Leaseholder by or on behalf of the President of the Royal Institution of Chartered Surveyors
1. (5) "Final Staircasing" shall mean the purchase of such Portioned Percentage as reduces the Relevant Percentage to nil
1. (6) "The Relevant Date" shall mean the date three months after completion of the Final Staircasing

2. (1) At any time or times during the term after the first anniversary of the date hereof the Leaseholder may serve notice in writing on the Landlord stating the Portioned Percentage he proposes to acquire PROVIDED THAT no person may exercise their rights as Leaseholder to serve notice upon the Landlord pursuant to this Paragraph 2(1) until they have been the Leaseholder hereunder for three months and PROVIDED FURTHER THAT this Paragraph 2(1) shall apply to any mortgagee of the Leaseholder of whom the Landlord has received proper notice pursuant to Clause 3(16) hereof without the restriction that no purchase may take place during the year commencing with the date hereof

2. (2) The Landlord shall apply to the Valuer to determine the Market Value as at the date of service of the Leaseholder's notice served pursuant to Paragraph 2(1) (upon which the price of acquisition will be based) within 14 days of receipt of the said notice and shall notify the Leaseholder of the amount of the Valuer's determination in writing within 7 days of receipt of the said determination

2. (3) At any time within three months of the said determination by the Valuer the Leaseholder may pay for a Portioned Percentage in accordance with the provisions of paragraph 2(4) of this Schedule

2. (4) The Leaseholder may pay for a Portioned Percentage by paying to the Landlord a sum equal to that Portioned Percentage and as from the date of the letter of receipt by the Landlord of such payment and receipt by the mortgagee of the Landlord's interest in the Premises (if any) of such payment or an appropriate part thereof the Specified Rent payable hereunder shall be an rent equal to the Relevant Percentage of the Gross Rent or the New Gross Rent where the date of payment falls after Review Date

2. (5) The Landlord upon receipt of the said sum equal to a Portioned Percentage shall forthwith pay to the mortgagee(s) of its leasehold reversion in the Premises and (where Housing Corporation is not the said mortgagee(s)) to the Housing Corporation the said sum or such part thereof as the said mortgagee(s) and/or the Housing Corporation may properly require to be paid to it And the Landlord shall obtain a receipt therefore from the said mortgagee(s) and the Housing Corporation as appropriate and deliver a certified copy of the same to the Leaseholder

2. (6) On completion of the payment for a Portioned Percentage in addition to the sum or the price payable as hereinbefore provided the Leaseholder shall pay any arrears of rent and any other sums due to the Landlord hereunder. The Landlord and the Leaseholder shall, save as provided in Paragraph 5 hereof pay their own costs and expenses in connection with such payment or purchase

2. (7) Whenever the Leaseholder completes the payment for a Portioned Percentage the Landlord and the Leaseholder shall forthwith complete a Memorandum in duplicate specifying the Portioned Percentage paid for and the Specified Rent then payable

3. (1) The provisions of this Paragraph 3 shall take effect only if on the Relevant Date the Leaseholder is not the same person or persons or the personal representatives of the same person or persons who was or were the Leaseholder immediately prior to the completion of the Final Staircasing PROVIDED THAT this Paragraph 3 shall have no effect in the event that a mortgagee of the Leaseholder of whom the Landlord has received proper notice pursuant to Clause 3(16) hereof exercised the right to complete the Final Staircasing

3. (2) The Landlord shall instruct the Valuer to determine the Market Value of the Premises as at the Relevant Date within 14 days of the Relevant Date
3. (3) Within seven days of receipt of the Valuer's Determination obtained pursuant to Paragraph 3(2) the Landlord shall notify the Leaseholder of the amount of the said Determination in writing together with the amount determined as the Market Value of the Premises by the Valuer for the purposes of the Final Staircasing
3. (4) Within 28 days of receipt of the notification from the Landlord pursuant to paragraph 3(3) the Leaseholder shall pay the Landlord the amount (if any) by which the Market Value of the Premises as at the Relevant Date exceeds the Market Value of the Premises determined by the Valuer for the purposes of the Final Staircasing
4. Upon payment of the sum referred to in Paragraph 3(4) or upon the Relevant Date if there is no sum payable to the Landlord pursuant to Paragraph 3(4) or if Paragraph 3 as a whole is inapplicable the following provisions of this Lease shall no longer have effect:

Clauses 1(2)(e)
1(2)(f)
1(2)(h)
1(2)(i)
3(14)(b)
3(15)
7 and 8
Fourth Schedule
Fifth Schedule

5. The costs of any determination by the Valuer pursuant to the provisions of this Schedule shall be paid by the Leaseholder to the Landlord on demand

6. It is hereby agreed and declared that the decisions of the Valuer shall be final and binding on the parties hereto

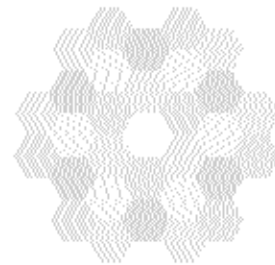
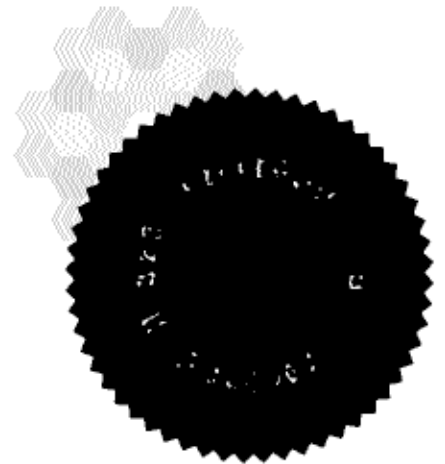
EXECUTED AS A DEED by the Landlord)
whose COMMON SEAL was hereunto affixed in the)
presence of:-)

Director

Secretary




SIGNED as a DEED by **Melanie Jones**)
in the presence of:-)



FIRST MEMORANDUM OF STAIRCASING

Leaseholder :

Landlord :

THIS IS TO RECORD :

On the day of on the payment of £ ("the Premium")
being % of the Market Value of the Premises as assessed by the Valuer on the
the Leaseholder purchased a Portioned Percentage of % of the Premises

The Specified Rent (the rent payable) as from the day of (date of payment of
the premium) is £ per annum (Gross Rent x 100% - Initial Percentage and Portioned
Percentage purchased)

Signed by the Leaseholder/for and on behalf of the Landlord

SECOND MEMORANDUM OF STAIRCASING

Leaseholder :

Landlord :

THIS IS TO RECORD :

On the day of on the payment of £ ("the Premium")
being % of the Market Value of the Premises as assessed by the Valuer on the
the Leaseholder purchased a Portioned Percentage of % of the Premises

The Specified Rent (the rent payable) as from the day of
(date of payment of the premium) is £ per annum *Gross Rent x 100% - Initial
Percentage and Portioned Percentage purchased)

Signed by the Leaseholder/for and on behalf of the Landlord

THIRD MEMORANDUM OF STAIRCASING

Leaseholder :

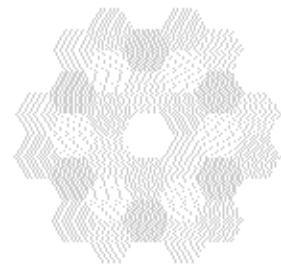
Landlord :

THIS IS TO RECORD :

On the day of
on the payment of £ ("the Premium") being % of the Market Value of the Premises
as assessed by the Valuer on the the Leaseholder purchased a Portioned
Percentage of % of the Premises

The Specified Rent (the rent payable) as from the day of
 (date of payment of the premium) is £ per annum (Gross Rent x 100% - Initial
Percentage and Portioned Percentage purchased)

Signed by the Leaseholder/for and on behalf of the Landlord





Important Protection

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

The Code's main commitments

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

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

Keeping to the HIP Code

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

Contact Details

The Property Codes Compliance Board - please contact:

Telephone: 020 7917 1817

Email: info@propertycodes.org.uk

You can also get more information about the Property Codes Compliance Board from our website at: www.propertycodes.org.uk

