



Home Information Pack



*24 Bechers Court
125 Ormskirk Road
Aintree Liverpool
Merseyside
L9 5AE*

*Brighthouse Wolff Solicitors & Estate Agents,
28, Derby Street, Ormskirk,
Lancashire, L39 2BY
Tel: 01695 573202\Fax: 01695 578922*



Index

Section
1

Home Information Pack Index

*24 Bechers Court
125 Ormskirk Road
Aintree Liverpool
Merseyside
L9 5AE*

Required Documents

Date: 03/04/09

Home Information Pack	Date of Document	(Inc) – Included (N/I) – Not Included (N/A) – Not Applicable	Further Information
1. Index	03/04/09	<input checked="" type="checkbox"/> Inc. <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
2. Energy Performance Certificate & Home Condition Report where applicable.	20/04/09	<input checked="" type="checkbox"/> Inc. <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
3. Sale Statement	03/04/09	<input checked="" type="checkbox"/> Inc. <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
4. Title & Lease Information as applicable)			
4.1. Land Registry	10/03/2009	<input checked="" type="checkbox"/> Inc. <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
4.2. Land Registry Title Plan	10/03/2009	<input checked="" type="checkbox"/> Inc. <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
4.3. Official Search of Land Registry Index map		<input type="checkbox"/> Inc. <input type="checkbox"/> N/I <input checked="" type="checkbox"/> N/A	
4.4. Deduction of Title documents		<input type="checkbox"/> Inc. <input type="checkbox"/> N/I <input checked="" type="checkbox"/> N/A	
4.5. The Lease or proposed Lease if a new property		<input checked="" type="checkbox"/> Inc. <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
4.6. Lease, Tenancies or Licenses for properties where part of the property in a sub divided building not sold with vacant possession		<input type="checkbox"/> Inc. <input type="checkbox"/> N/I <input checked="" type="checkbox"/> N/A	
5. Search Reports			
5.1. Local land charges & local enquiries	23/03/2009	<input checked="" type="checkbox"/> Inc. <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
5.2. Optional/Additional local enquiries		<input type="checkbox"/> Inc. <input type="checkbox"/> N/I <input checked="" type="checkbox"/> N/A	
5.3. Water & Drainage enquiries	02/04/2009	<input checked="" type="checkbox"/> Inc. <input type="checkbox"/> N/I <input type="checkbox"/> N/A	

Authorised Documents

Home Information Pack Document	Date of Document	Further Information
1.		
2.		
3.		
4.		
5.		
6		
7.		
8.		
9.		
10.		

*Energy
Performance
Certificate/Home
Condition Report*

Section
2

Energy Performance Certificate



Flat 24 Bechers Court
125, Ormskirk Road
LIVERPOOL
L9 5AE

Dwelling type: Top-floor flat
Date of assessment: 20 March 2009
Date of certificate: 23 March 2009
Reference Number: 0955-2890-6370-0421-5975
Total floor area: 35 m²

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

Energy Efficiency Rating

	Current	Potential
Very energy efficient - lower running costs		
(92 plus) A		
(81-91) B		
(69-80) C		
(55-68) D	56	68
(39-54) E		
(21-38) F		
(1-20) G		
Not energy efficient - higher running costs		
England & Wales	EU Directive 2002/91/EC	

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

Environmental Impact (CO₂) Rating

	Current	Potential
Very environmentally friendly - lower CO ₂ emissions		
(92 plus) A		
(81-91) B		
(69-80) C	69	72
(55-68) D		
(39-54) E		
(21-38) F		
(1-20) G		
Not environmentally friendly - higher CO ₂ emissions		
England & Wales	EU Directive 2002/91/EC	

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

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

	Current	Potential
Energy use	352 kWh/m ² per year	316 kWh/m ² per year
Carbon dioxide emissions	1.8 tonnes per year	1.7 tonnes per year
Lighting	£28 per year	£18 per year
Heating	£151 per year	£121 per year
Hot water	£286 per year	£213 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

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

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

About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by the RICS, 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: RICS200197
Assessor's name: Paul Riding
Company name/trading name: Brighthouse Wolff
Address: 20
aughton street, ormskirk, L39 3BW
Phone number: 01695580801
Fax number: 01695580837
E-mail address: allied3@brighthousewolff.demon.co.uk
Related party disclosure:

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 <http://www.rics.org> 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 in the certificate describe how close this building could get to 100 if all the cost effective recommended improvements were implemented.

About the impact of buildings on the environment

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

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

Recommended measures to improve this home's energy performance

Flat 24 Bechers Court
125, Ormskirk Road
LIVERPOOL
L9 5AE

Date of certificate: 23 March 2009
Reference Number: 0955-2890-6370-0421-5975

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	Pitched, 200mm loft insulation	Good	Good
Floor	(other premises below)	-	-
Windows	Fully double glazed	Average	Average
Main heating	Room heaters, electric	Very poor	Poor
Main heating controls	Appliance thermostats	Good	Good
Secondary heating	None	-	-
Hot water	Electric immersion, standard tariff	Very poor	Poor
Lighting	Low energy lighting in 35% of fixed outlets	Average	Average
Current energy efficiency rating		D 56	
Current environmental impact (CO ₂) rating		C 69	

Low and zero carbon energy sources

None

Recommendations

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

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvement	
		Energy efficiency	Environmental impact
1 Increase hot water cylinder insulation	£58	D 62	C 73
2 Low energy lighting for all fixed outlets	£7	D 63	C 73
Sub-total	£65		
Higher cost measures (over £500)			
3 Fan-assisted storage heaters	£47	D 68	C 72
Total	£112		
Potential energy efficiency rating		D 68	
Potential environmental impact (CO ₂) rating		C 72	

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.

Lower cost measures (typically up to £500 each)

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

1 Hot water cylinder insulation

Increasing the thickness of existing insulation around the hot water cylinder will help to maintain the water at the required temperature; this will reduce the amount of energy used and lower fuel bills. An additional cylinder jacket or other suitable insulation layer can be used. The insulation should be fitted over any thermostat clamped to the cylinder. Hot water pipes from the hot water cylinder should also be insulated, using pre-formed pipe insulation of up to 50 mm thickness, or to suit the space available, for as far as they can be accessed to reduce losses in summer. All these materials can be purchased from DIY stores and installed by a competent DIY enthusiast.

2 Low energy lighting

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

Higher cost measures (typically over £500 each)

3 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 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 and 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.

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

Sale Statement

Section
3

Sale Statement

**24 Bechers Court
125 Ormskirk Road
Aintree Liverpool
Merseyside
L9 5AE**

Required Documents

Date: 03/04/09

1. Is the property a flat or a house?	<input type="checkbox"/> Flat (inc. Maisonette) or <input checked="" type="checkbox"/> House (inc. Bungalow)
2. If it is a flat, what type of building is it in?	<input type="checkbox"/> Purpose built block <input type="checkbox"/> Converted house or <input type="checkbox"/> Conversion of commercial premises
3. The property is (or will be):	<input type="checkbox"/> Freehold <input type="checkbox"/> Commonhold <input checked="" type="checkbox"/> Leasehold
4. The title to the interest in the property being sold is:	<input checked="" type="checkbox"/> Registered at Land Registry <input type="checkbox"/> Unregistered
5a. Who is selling the property?	Miss E A Kinsella <input checked="" type="checkbox"/> The owner or owners <input type="checkbox"/> A representative with the necessary authority to sell the property For an owner who has died. <input type="checkbox"/> A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney). <input type="checkbox"/> Other (please give details):
5b. Capacity in which they are selling:	
5. The property is being sold:	<input checked="" type="checkbox"/> With vacant possession. <input type="checkbox"/> Subject to occupation where one or more properties in a sub-divided building are marketed for sale as a single property, but at least one is with vacant possession (for example , a house which is vacant but sold with an occupied annexe).

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

The electronic official copy of the register follows this message.

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





Official copy of register of title

Title number MS347459

Edition date 03.04.2006

- This official copy shows the entries on the register of title on 10 Mar 2009 at 12:19:26.
- 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 10 Mar 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 Birkenhead (Old Market) 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.

MERSEYSIDE : SEFTON

- 1 (27.08.1993) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Flat 24, Bechers Court, Aintree (L9 5AE).

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

- 2 (27.08.1993) The Conveyance dated 14 July 1961 referred to in the Charges Register contains the following provision:-

"PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that nothing herein contained shall be deemed to grant to the Purchaser any rights by way of implication or otherwise which would restrict or interfere with the free use and enjoyment by the Vendor of any retained or adjoining land for billposting or advertising stations or for buildings of any description or in any other way howsoever."

- 3 (27.08.1993) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 2 June 1993
Term : 125 years from 1 May 1991
Rent : One peppercorn and service charge
Parties : (1) Sirch Developments Limited
(2) Willow Management Limited
(3) Marjorie Beatrice Williams

- 4 (27.08.1993) 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.

A: Property Register continued

- 5 (27.08.1993) The Lessor's title is registered.
- 6 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or 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 absolute

- 1 (02.10.2003) PROPRIETOR: ELIZABETH ANN KINSELLA of Flat 24, Bechers Court, 125 Ormskirk Road, Merseyside L9 5AE.
- 2 (02.10.2003) The price stated to have been paid on 4 August 2003 was £47,000.
- 3 (02.10.2003) The covenants implied under Part I of the Law of Property (Miscellaneous Provisions) Act 1994 in the disposition to the proprietor are modified.

C: Charges Register

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

- 1 (27.08.1993) A Conveyance of the freehold estate in the land in this title and other land dated 31 March 1936 made between (1) Earl of Sefton and (2) David Allen & Sons Limited contains covenants, exceptions and reservations and provisions but neither the original Conveyance nor a certified copy or examined abstract thereof was produced on first registration.
- 2 (27.08.1993) A Conveyance of the freehold estate in the land in this title and other land dated 14 July 1961 made between (1) David Allen & Sons Limited (Vendor) and (2) Melsons Limited (Purchaser) contains the following covenants:-

"THE Purchaser to the intent and so as to bind (so far as practicable) the land hereby assured into whosoever hands the same may come and to benefit and protect the adjoining property belonging to the Vendor and every part thereof (but not so as to render the Purchaser personally liable in damages for any breach of covenant committed after the Purchaser shall have parted with all interest in the land in respect of which the breach shall occur) hereby COVENANTS with the Vendor as follows:-

(a) That no part of the land hereby assured shall be used for carrying on the trade or business of billposting or advertising contractors nor for the display of advertisements and not to erect or suffer to be erected thereon any signboard or hoarding of any kind without the written consent of the Vendor first had and obtained

(b) Not to obstruct or interfere in any way with the vision obtained from Ormskirk Road aforesaid of the Vendor's advertising hoardings or structures or advertisements of any kind now or at any time hereafter to be erected or displayed on their adjoining land on the northeasterly side or in any way detract from the advertising value of the said adjoining land and in particular not to park or permit to be parked any vehicle whatsoever on the said service road so as to interfere with the vision obtained of the Vendor's advertising hoardings or structures or advertisements of any kind from Ormskirk Road and Copy Lane

(c) Not to erect or suffer to be erected on the land hereby assured any building or erection of any kind either temporary or permanent or plant any tree or shrub or park or permit to be parked any vehicle to the east or southeast of the building line indicated on the said plan without the prior written consent of the Vendor first had and obtained which consent shall be withheld if in the opinion of the Vendor there shall be an obstruction or interference with the vision obtained of the said

C: Charges Register continued

advertising hoardings or structures or advertisements of any kind or a detraction from the advertising value of the said adjoining land on the northeasterly side within the ambit of the previous sub-clause."

NOTE: Copy plan filed under MS294501.

- 3 (27.08.1993) By a Conveyance dated 7 July 1989 made between (1) Melsons Limited (Vendor) and (2) Sirch Developments Limited (Purchaser) the freehold estate in the land in this title was with other land conveyed as follows:-

"SUBJECT ALSO TO such liability as may be subsisting under a Lease dated the 7th day of December 1936 and made between the Right Honourable Hugh William Osbert Earl of Sefton (1) and West Lancashire Rural District Council (2)."

NOTE: The Lease referred to included inter alia the liberty to construct and maintain a sewer or sewers across the land in the Townships of Thornton, Sefton, Netherton and Aintree. The following is a copy of the liability contained in the said Lease:-

subject to the condition of making payment to the Lessees by way of a contribution to the expenses of laying such sewer at the rate of £40 per acre according to the area of the land conveyed or leased by the Lessor since the 1st day of January 1936 such payment to be made in respect of the whole area of the lands so conveyed or leased when any part of such land is connected to the sewer subject to the exceptions set forth in the Schedule hereto and so that any dispute as to the amount so to be paid on making any such connection shall be referred to a single arbitrator for determination pursuant to the Arbitration Acts 1889 to 1934 or any statutory modification or re-enactment thereof for any time being in force TO HOLD the same unto the Lessees from the 25th day of March 1936 for the term of 999 years.

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 10 March 2009 shows the state of this title plan on 10 March 2009 at 12:19:26. 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, Birkenhead (Old Market) Office .

© Crown copyright. Produced by Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.



H.M. LAND REGISTRY
LAND REGISTRATION ACTS 1925 to 1986



County & District:
Title Number:
Property:

Merseyside-Sefton
MS 294501
Land on the West Side of
Ormskirk Road Aintree

**H.M. LAND REGISTRY
ABSOLUTE
LEASEHOLD TITLE REGISTERED
TITLE NUMBER MS347459**

THIS LEASE is made the *Second* day of *June*

One thousand nine hundred and ninety-three BETWEEN SIRCH DEVELOPMENTS LIMITED whose registered office is situate at 71 Ormskirk Business Park New Court Way Ormskirk Lancashire (hereinafter called "the Landlord") of the first part WILLOW MANAGEMENT LIMITED whose registered office is situate at 43 Canning Street Liverpool L8 7 NN (hereinafter called "the Management Company") of the second part and MARJORIE BEATRICE WILLIAMS of 25 Silver Street South Petherton Somerset (hereinafter called "The Tenant") of the third part

WHEREAS:

1. The Landlord is registered at H.M. Land Registry under the title number above referred to as Proprietor with title absolute to the Estate and has completed or is in the course of completing the Development
2. The Landlord has granted or proposes to grant Leases of individual flats in substantially the same form as this Lease
3. The Management Company has agreed to manage and maintain the Estate in accordance with the covenants on its part contained in clause 5 hereof

NOW THIS DEED WITNESSETH as follows:-

1. DEFINITIONS

- 1.1. "The Landlord" includes its successors in title and the Estate Owner

for the time being entitled to the reversion immediately expectant on the determination of the term hereby granted

- 1.2. "The Tenant" includes the Tenant's successors in title and assigns and where such expression includes two or more persons all covenants by such persons shall be construed as joint and several covenants by such persons and where the context so admits "The Tenant" shall include the survivor of such persons
- 1.3. "The Specified Age" means a minimum age of 60 years PROVIDED ALWAYS that where more than one persons occupies a Flat provided that at least one of such persons is aged over 60 years the other occupiers may be less than 60 years
- 1.4. "An Approved Occupier" means the person or persons of the Specified Age first approved by the Landlord such approval not to be unreasonably withheld in the case of a person or persons of the Specified Age who complies with the Management Company's usual criteria for the selection of persons for accommodation upon estates managed by the Management Company
- 1.5. "The Plan" means the plan annexed hereto
- 1.6. "The Estate" means the Landlord's land on the west side of Ormskirk Road Aintree now or formerly included in title number MS 294501 the extent of which is shown edged blue on the Plan and upon which the Landlord has built or is in the course of building the Development
- 1.7. "The Development" means the Development consisting of 34 flats ("The Flats") laundry guest room lounge Resident Manager's Dwelling car parking spaces and gardens designed exclusively for occupation and use by persons of the Specified Age
- 1.8. "The Resident Manager's Dwelling" means the flat being part of the Development and provided for the occupation of a Resident Manager
- 1.9. "The Flat" means the flat numbered 24 being situate on the

first floor of the building known as Bechers Court Ormskirk Road Aintree which is shown edged red on the Plan including the area bound by a line running vertically between the plaster and the brickwork of all external walls and internal load bearing walls and running also along the upper side of the concrete slab comprising the floor and the lower side of the concrete slab the ceiling and including also all internal non-load bearing walls and all pipes wires cables and conduits exclusively serving the Flat

- 1.10. "The Common Parts" means the access ways footpaths car parking areas entrance halls corridors landings staircases lifts guest flat communal lounge laundry/drying room refuse areas gardens and all other parts (if any) of the Estate which are intended to be for the use and enjoyment of the Tenant in common with other occupiers (and their invitees) of the flats comprised within the Estate and all furniture furnishings fixtures fittings and equipment therein PROVIDED THAT the Landlord shall be entitled to vary the extent of the garden area from time to time provided that the amenities thereby provided are not substantially diminished
- 1.11. "The Purchase Price" means the sum of Thirty nine thousand five hundred pounds (£39,500.00)
- 1.12. "Date of Commencement of the Term" means the First day of May 1991
- 1.13. "The Service Charge" and "The Provisional Service Charge" shall bear the meanings ascribed to them respectively by and shall be construed in accordance with the Third Schedule of this Lease
- 1.14. "The Appropriate Percentage" means 2.94 per cent
- 1.15. "The Main Structure" means all exterior and all internal load bearing walls (but excluding in each case the plaster or other internal finish thereof) all foundations floor slabs (but excluding the

covering thereof) ceiling slabs (but excluding the battens and/or covering or decoration affixed thereto) and roofs of all flats situate on the Estate

1.16. "The Management Company" includes its successors in title and assigns or such other Company as may for the time being have agreed to undertake the obligations of the Management Company under this Lease

2. THE LEASE OF THE FLAT

In consideration of the Purchase Price now paid by the Tenant to the Landlord (the receipt whereof the Landlord hereby acknowledges) and the Tenant's covenants herein contained the Landlord HEREBY DEMISES to the Tenant ALL THAT the Flat TOGETHER WITH the rights set out in the First Schedule EXCEPT AND RESERVED as set out in the Second Schedule TO HOLD the same unto the Tenant for a term of One hundred and twenty five years from the date of commencement of term YIELDING AND PAYING therefore on the first day of January in every year during the term the rent of one peppercorn SUBJECT TO the provisions for determination hereinafter contained

3. SERVICE CHARGE

The Tenant covenants to pay to the Management Company the Service Charge as a contribution towards the costs and expenses of running the Estate and the maintenance thereof and the other matters more particularly specified in the Third Schedule in accordance with the provisions of the said Schedule

4. COVENANTS BY THE TENANT WITH THE LANDLORD

The Tenant covenants with the Landlord as follows:-

- 4.1. To pay the said rent herein reserved at the time and in the manner provided without any deductions
- 4.2. To pay rates and other assessments of annual or periodically recurring nature in respect of the Flat either direct to the appropriate Authorities (where the Flat is separately assessed) or by way of reimbursement to the Landlord of an appropriate proportion attributable to the Flat
- 4.3. To pay for all gas and electricity which shall be supplied to the

Flat and the amount of all charges for the installation and use of the telephone (if any) at the Flat

- 4.4. To keep the interior of the Flat including the glass in the windows and doors (if any) and the fixtures and fittings therein in good repair and decorative order (damage by risks covered by the Landlord's insurance excepted PROVIDED such insurance shall not have been vitiated or payment of insurance monies refused in whole or part as a result of the act or default of the Tenant its servants agents or invitees) and in particular to redecorate the Flat to a reasonable standard specified by the Landlord at least once every five years and in the last three months of the term howsoever determined and to yield up the Flat on the determination of this Lease (howsoever the same may be determined) in such good repair and decorative order
- 4.5. To permit the Landlord or the Management Company (on reasonable notice except in case of an emergency) to enter into the Flat:-
- (a) to view the condition of the Flat
 - (b) to examine the same to ensure that nothing has been done or omitted which constitutes a breach of any of the covenants contained in this Lease
- 4.6. Forthwith to remedy repair and make good all breaches and defects of which notice shall be given by the Landlord to the Tenant and which the Tenant shall be liable to remedy repair or make good under the covenants contained in this Lease PROVIDED that if the Tenant fails to remedy repair and make good all breaches and defects within three months of the notice by the Landlord or such other time as the Landlord deems to be reasonable the Landlord may (but shall not be obliged to) enter the Flat and at the expense of the Tenant fulfill the Tenant's obligations under this clause and the Tenant will pay

the costs and expenses properly incurred by the Landlord to the Landlord on demand as rent in arrear

4.7. (a) Not to make any alteration or additions to the exterior of the Flat

(b) Not to make any structural alterations or additions to the interior of the Flat nor to cause any damage to the Flat or the fixtures and fittings therein

(c) Not without the Landlord's consent:-

(i) To make any alterations or additions of a non-structural nature to the interior of the Flat

(ii) To change the layout thereof

4.8. Not to allow any person aged less than the Specified Age to occupy the Flat subject to the provisions of clause 1.3. hereof

4.9. (a) Not to assign underlet or part with or share the possession or occupation of the whole or any part of the Flat save by way of an assignment pursuant to paragraph (b) of this sub-clause

(b) Not to assign or part with or share possession of the whole of the Flat except to an Approved Occupier or to a person or persons taking an assignment of the Lease on behalf of or for the benefit of an Approved Occupier (hereinafter referred to as a "Beneficial Owner") SUBJECT ALWAYS to the provisions of clause 4.11. and PROVIDED THAT on the occasion of any assignment of the Flat the Assignee shall execute a Deed of Covenant with the Landlord and the Management Company at the cost and expense of the Tenant to the effect that the Assignee (jointly and severally if there be more than one person constituting the Assignee) and his successors in title will at all times from the date of assignment pay all rents service charges and all sums payable under the terms of this Lease and observe and perform

all the covenants provisions restrictions stipulations and terms hereof and observe and perform all the regulations herein contained or in the future to be made and on the part of the Lessee to be observed and performed to the same extent as if the Assignee was the original Lessee hereof

4.10. Except in the case of an assignment to a surviving spouse of the Tenant on completion of any assignment pursuant to paragraph (b) of clause 4.9 hereof to pay to the Landlord a deduction of 0.5% of the sale price for each year (apportioned if necessary on the basis of complete months) of the Tenant's occupation of the Demised Premises and which the Landlord considers to be a reasonable sum to provide a sinking fund for depreciation and without prejudice to the generality of the foregoing the costs of anticipated costs of renewal replacement or major overhaul of the plant (including the separate heating installations in the Flat in the Development) the expenses incurred in rectifying or making good any inherent structural defects heating apparatus ducts service pipes and wires within the Development and interest paid on any money borrowed by the Landlord to defray any such expense incurred and all such other items of future contingent capital expenditure as are not included in the periodical service charge referred to in the Third Schedule hereto and the allocation of items of expenditure as between the Service Charge and the funds for which provision is made in this paragraph shall be at the sole discretion of the Landlord and if the said sum referred to shall not be paid within seven days of completion of the said assignment then it shall be due and payable by the Assignee

4.11. On completion of any assignment pursuant to paragraph (b) of clause 4.9. hereof to pay the Landlord the sum of Fifteen pounds plus VAT for registering the devolution of this Lease

4.12. To give written notice within 28 days to the Landlord of any assignment mortgage charge death probate or other devolution of this

Lease

- 4.13. To pay to the Landlord on demand all costs charges and expenses (including Solicitors Counsels and Surveyors and other disbursements professional costs and fees) incurred by the Landlord for the purpose of or incidental to the preparation and service of a Notice under S.146 or 147 of the Law of Property Act 1925 (notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court) and to keep the Landlord fully and effectively indemnified against all costs and expenses claims demands whatsoever in respect of the said proceedings and also to pay such costs and expenses incurred by the Landlord in respect of the preparation and service of all Notices and Schedules relating to wants of repair at any time during the term of this Lease
- 4.14. To allow the Landlord or the Management Company (on reasonable notice except in the case of emergency) with workmen and others to enter the Flat for the purpose of carrying out repairs and works to the Estate and service pipes and wires therein causing as little inconvenience to the Tenant as practicable and making good any damage caused
- 4.15. Not to do or permit to be done in the Flat or the remainder of the Estate any act matter or thing whereby any insurance effected by the Landlord or the Management Company may be rendered void or voidable or whereby the rate of premium thereunder may be increased
- 4.16. To observe the regulations contained in the Fourth Schedule and other regulations as may be made by the Landlord or the Management Company and notified in writing to the Tenant from time to time for the better Management of the Estate or for the general benefit of the Lessees of the Flats in the Estate

5. MANAGEMENT COMPANY'S COVENANTS

The Management Company covenants with the Tenant as follows to:-

- (a) Maintain repair decorate and renew:-

- (i) the Main Structure
 - (ii) the Common Parts
 - (iii) the gas and water pipes drains and electric cables and wires in or under the Flat or the remainder of the Estate and which serve in common the Flat and other premises forming part of the Estate
- (b) So far as is practicable keep clean and reasonably lighted decorated and heated the passages landings staircases communal lounge laundry/drying room (if any) used by the Tenant and keep clean all outside windows of the Estate including those of the Flat and so far as is practicable keep the forecourts driveways car parking spaces gardens and grounds in good condition and the garden cultivated
- (c) Maintain an alarm system connected to the Flat for the purpose of dealing with emergency calls and employ a Resident Manager for general supervision of the Estate and at all times whilst on duty for answering emergency calls of the Tenant
- (d) Insure the Estate against loss or damage by fire and other perils within the usual comprehensive policy of the insurers to the full cost of rebuilding or reinstatement plus professional fees and site clearance fees in some reputable insurance office and to include insurance for the cost of reasonable alternative accommodation necessarily incurred by the Tenant in the event of the Flat being made uninhabitable by an insured risk for an amount not exceeding twenty per cent (20%) of the purchase price paid by the Tenant for the Flat and a policy of insurance covering the Management Company's liability for injury to persons on the Estate the Management Company will if so requested provide copies of such insurance policies and evidence of payment of premiums thereon
- (e) If the Estate should be destroyed or damaged by a risk which is covered by insurance effected by the Management Company and provided

that the insurance has not been vitiated or the insurance monies refused in whole or in part the Management Company will lay out the insurance monies received by it in rebuilding or reinstating the Estate subject to all planning Building Regulations and other necessary consents having been obtained

- (f) At the request and cost of the Tenant to enforce the covenants similar to those contained in clause 4.15. hereof entered into by Tenants and/or occupiers of other Flats contained within the Development PROVIDED THAT if the Management Company shall in its absolute discretion so require the Tenant shall first deposit with the Management Company such sum as the Management Company shall specify as security for full costs and expenses arising in or in connection with such enforcement PROVIDED THAT the Management Company may for the better management of the Estate add to or vary any of the above services and PROVIDED ALSO that the Management Company shall not be liable for any temporary breakdown or withdrawal of the above services for causes beyond the Management Company's reasonable control

6. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant that the Tenant paying the rent and Service Charge and observing the Tenant's covenants and obligations herein contained shall peaceably hold and enjoy the Flat during the term of this Lease without interruption by the Landlord or those claiming under or in trust for the Landlord

7. AGREEMENT BY TENANT IN CASE OF SPECIAL MEDICAL ATTENTION

Whilst the Management Company agrees in accordance with clause 5(c) to employ a Resident Manager for general supervision of the Estate and for answering emergency calls of the Tenant neither the Landlord nor the Management Company nor the Resident Manager can accept responsibility for medical care or other care of the Tenant and the Tenant agrees that he will at his own expense make his own arrangements for all such attention and

care as may be necessary and the Tenant acknowledges that there may be times during the term of this Lease when the Resident Manager is not on the Estate

8. PROVISOS FOR RE-ENTRY; INSURANCE FOR ALTERNATIVE ACCOMMODATION; LETTING OF THE ESTATE

- 8.1. (a) If the rent or the Service Charge shall remain unpaid for twenty one days after becoming payable (whether formally demanded or not) or
- (b) If any of the covenants on the Tenant's part herein contained shall not be performed or observed then and in such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Flat or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any breach of the Tenant's covenants hereinbefore contained PROVIDED ALWAYS that the Landlord shall not commence proceedings for forfeiture of this Lease without giving reasonable prior notice in writing to a mortgagee or chargee of the Tenant of which the Landlord has received notice pursuant to clause 4.11.
- 8.2. If the Flat should at any time be rendered unfit for occupation and use by reason of the happening of any of the risks against which the Management Company insures hereunder (and provided that payment of the insurance money is not refused because of the act or default of the Tenant his agents servant and trustees) the Management Company will pay over to the Tenant such sum as the Management Company receives in respect of the Flat from the insurers under the insurance for the cost of reasonable alternative accommodation mentioned in clause 5(d) above effected to provide for the cost to the Tenant of

reasonable alternative accommodation necessarily incurred whilst the Flat is unfit for occupation

8.3. The Landlord intends to let the other Flats in the Estate (except the Resident Manager's Dwelling) to Approved Occupiers or Beneficial Owners upon terms substantially in the same form as those contained in this Lease

9. NOTICES

Any notice under this Lease shall be in writing and in the case of Notice by the Landlord to the Tenant may be served by leaving it at the Flat or sending it by Recorded Delivery service to the Flat; and in the case of a notice to be served by the Tenant on the Landlord or the Management Company it shall be delivered to or sent by Recorded Delivery post to the Landlord's or the Management Company's registered office

10. HEADINGS

The paragraph headings do not form part of this Lease and shall not be taken into account in the construction or interpretation thereof

11. VALUE ADDED TAX

Wherever Value Added Tax is attracted to any payment made pursuant to this Lease the amount thereof at the then current rate shall be added to such payment or payments

IN WITNESS whereof the Landlord and the Management Company have caused their respective Common Seals to be affixed hereto and the Tenant has set his hand and seal the day and year first before written

THE FIRST SCHEDULE

RIGHTS INCLUDED FOR THE TENANT

(a) Full right and liberty in common with the Landlord and the owners and occupiers of the other Flats comprised in the Estate and all others having the like right to pass and repass for all purposes with or

- without vehicles over the roads on the Estate
- (b) The right in common as aforesaid to pass and repass for all purposes on foot only over the footpaths and access paths and gardens on the Estate
 - (c) The right in common as aforesaid to walk and sit in the gardens and grounds of the Estate and to use them for the purposes of rest and recreation
 - (d) The right in common as aforesaid to the free passage and running of water and soil gas and electricity passage of telephone cables and other services from the Flat through the drains sewers gas and water pipes and electric cables wires and other conduits now laid or during the term hereby granted to be laid in under or through the Estate
 - (e) The right in common as aforesaid to use the Common Parts PROVIDED ALWAYS that in the case of car parking spaces guest flat communal lounge and laundry and drying room the same are not for the time being being fully used or occupied by the other tenants of the Estate or their invitees

THE SECOND SCHEDULE

RIGHTS EXCEPTED TO THE LANDLORD AND THE TENANTS AND OCCUPIERS OF OTHER FLATS

1. The right to the free passage and running of water and soil gas electricity and other services through the drains and sewers gas and water pipes and electric cables wires and other conduits now laid or during the term hereby granted to be laid in under or through the Flat
2. All rights of light and air and other rights and easements and benefits now enjoyed or intended to be enjoyed by any other part of the Estate over the Flat
3. Such rights of access to and entry upon the Flat by the Landlord and the Management Company as are necessary for the proper performance of their obligations hereunder or under covenants relating to other Flats

on the Estate and similar to those herein contained

4. To the gas and electricity and water boards or other relevant statutory authority the right to enter upon the Flat for the purpose of carrying out all or any of their respective functions subject to making good any damage thereby caused
5. The right to rebuild alter or use any other part of the Estate or any adjoining land or buildings in any manner whatsoever and to let the same for any purpose or otherwise deal therewith notwithstanding the access of light or air to the Flat is in any such case thereby diminished or any other liberty easement right or advantage belonging to the Tenant is thereby diminished or prejudicially affected provided that reasonable means of access to the Flat are maintained
6. The right of support and protection for the benefit of all other parts of the Estate as is now enjoyed from the Flat

THE THIRD SCHEDULE

COVENANTS BY THE TENANT GIVEN PURSUANT TO AND INCORPORATED IN THIS LEASE BY

CLAUSE 3 OF THIS LEASE

1. To pay to the Management Company quarterly and proportionately for any less period than a quarter Service Charge (herein called "the Service Charge") being the appropriate percentage of the reasonable cost (including VAT thereon to the extent that the Management Company is unable to deduct or recover the same in its VAT accounting) to the Management Company of providing supplying maintaining and making provision for the supply of the services and other matters specified in paragraph 2 of this Schedule together with a reasonable allowance to the Management Company in respect of its own management costs provided that the fee in respect of the cost of management which shall not exceed that from time to time permitted by the Department of the Environment to Housing Associations managing sheltered housing schemes

such payment to be calculated and made as follows:-

- (i) A Provisional Service Charge (hereinafter called "the Provisional Service Charge") shall be payable quarterly in advance on the first day of January April July and October in each year each such payment being one quarter of the appropriate percentage (as certified by the Management Company) shown in the most recent accounts prepared as hereinafter provided apportioned where necessary so as to relate to a part of a year and reasonable adjustments made thereto to take account of an increase in the cost of providing the said services or any proposed exceptional or major expenditure in relation to any of the said services of the cost of providing the said services
- (ii) In respect of the Management Company's accounting period current at the date hereof and in respect of any quarterly payments falling due before the preparation (as hereinafter provided) of the first such account thereafter the Provisional Service Charge shall be £182.26p per quarter
- (iii) As soon as is convenient after the expiry of each accounting period commencing with the one current at the date hereof the Management Company shall submit to the Tenant an account certified by the Management Company showing the expenses and outgoings incurred by the Management Company in providing supplying maintaining and making provision for the services and other matters specified in the said paragraph 2 during that accounting period which shall include not only those expenses outgoings and other expenditures which have been actually disbursed incurred or made by the Management Company during that year (or in part of a year) but also such reasonable provision on account of part of all expenses outgoings and other expenditures which are not of an annually recurring nature (whether non recurring or recurring by

regular or irregular periods of more than one year) wherever to be disbursed incurred or made as the Management Company may in its discretion allocate to the year (or part of a year) in question as being fair and reasonable in the circumstances so as to ensure as far as is reasonably foreseeable that the Service Charge shall not fluctuate unduly from year to year and the Service Charge payable by the Tenant in respect thereof shall be the appropriate percentage of those expenses and outgoings and other expenditures and the said provisions and fees

(iv) If in relation to any accounting period the Service Charge payable by the Tenant shall be greater than the Provisional Service Charge payment made by the Tenant for that period (apportioned when necessary) then the difference shall be paid by the Tenant to the Management Company on demand and if in relation to any accounting period the Service Charge payable by the Tenant shall be less than the Provisional Service Charge payments made by the Tenant for that period (apportioned where necessary) then the difference shall at the option of the Management Company be refunded by the Management Company to the Tenant or credited against Service Charge due for the next period

(v) The Management Company may from time to time vary its accounting period

2. The services referred to in paragraph 1 of this Schedule are as follows:-

(i) The carrying out by the Management Company of its obligations in clauses 5 hereof

(ii) The provision maintenance and repair of the Resident Manager's Dwelling (including any rates or taxes or energy

costs or telephone charges payable or consumed in respect thereof)

- (iii) The provisions cleansing heating decorating maintaining of and laundry services for a guest flat for the Tenant's invitees or guests subject to and on the conditions from time to time set down by the Management Company
- (iv) The discharge of all rates (including water rates) taxes and outgoings (if any) payable in respect of any part of the Estate and its grounds and gardens other than those payable solely in respect of the Flat or the other Flats in the Estate
- (v) The preparation auditing and or certification by an accountant or other professional person of any accounts of the costs expenses outgoings and matters referred to in this Schedule
- (vi) The provision of all other services (if any) provided by the Management Company in and about the maintenance and proper and convenient management and running of the Estate

THE FOURTH SCHEDULE

REGULATIONS AS TO USE OF THE FLAT AND COMMON PARTS

- (a) Not to use the Flat otherwise than for private residential use in the occupation of an Approved Occupier only or some other person of the Specified Age in respect of whom the Landlord has given its prior approval in writing
- (b) No trade or business or profession whatsoever shall be exercised or carried on from or upon the Flat
- (c) Not to affix advertisements nameplates or signs on any part or parts of the Estate except a nameplate giving the name of the Tenant in the place or places provided by the Management Company
- (d) Not to do anything in the Flat or within the Estate or make a noise which may be of annoyance or nuisance to owners or occupiers of other

Flats in the Estate or in the neighbourhood and in particular not to play a wireless or television or other noise making equipment or instruments so as to be audible outside the Flat between the hours of 11 pm and 7 am

- (e) Not to keep any pets in the Flat except with the prior written consent of the Management Company (which will not be unreasonably withheld) which consent may be withdrawn at any time if such pet causes a nuisance or annoyance to the Landlord or other owners or occupiers of the other Flats in the Estate
- (f) Not to use the Flat for improper purposes or purposes injurious to the reputation of the Landlord of the Estate nor allow persons of character objectionable to the Landlord to resort thereto
- (g) Not to encumber with boxes or otherwise or leave any rubbish in the Common Parts save in the refuse areas provided
- (h) Not to cause any obstruction whatsoever to the pedestrian and vehicular accessways in the Estate
- (i) Not to use the car parking spaces nor permit the same to be used other than for the purpose of the parking of one private motor vehicle belonging to the Tenant or to the Tenant's visitors
- (j) No boat caravan coach van lorry trailer or anything other than a private motor vehicle shall be parked or permitted to remain on any part of the Estate
- (k) Not to hang or allow to be hung any clothes or other articles on the outside of the Flat (otherwise than in the driving area provided)
- (l) Not to block or permit to be blocked any waste pipe in the Flat and not to overload the electrical circuits and installations therein
- (m) To comply with such reasonable rules and regulations as the Management Company may from time to time prescribe relating to the use of the Common Parts
- (n) To comply in all respects with the provisions of the Town and Country

PLAN REFERRED TO

1:500

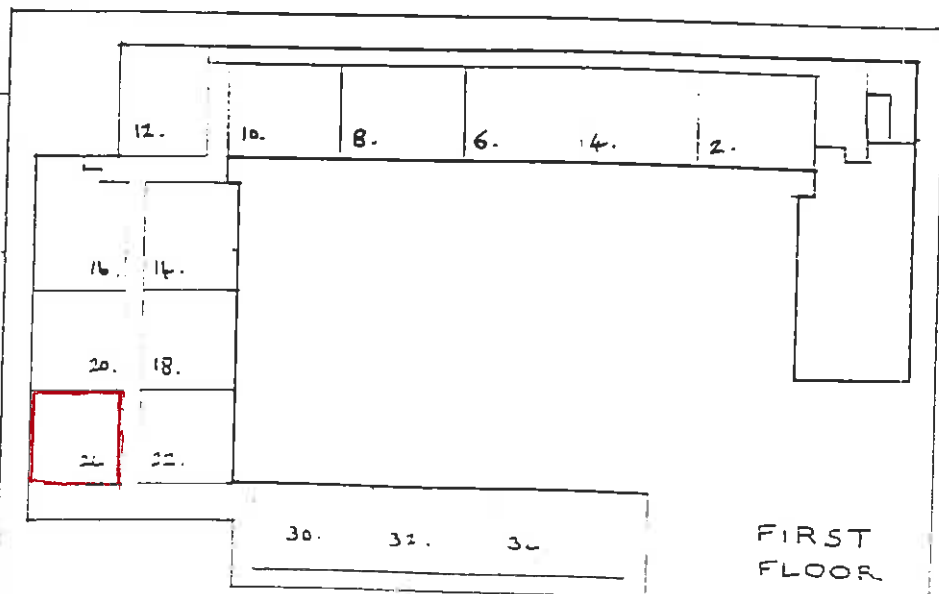


railway

canal

Sheltered Housing

British L



*Local Authority,
Water &
Drainage
Enquiries*

Section
5

Search prepared for:

**BRIGHOUSE WOLFF (PG)
28 DERBY STREET
ORMSKIRK
L39 1BY**

Tel: 01695 573202

Fax: 01695 578922

Search Number

52786

Your Reference:

PAJG HIP/KINSELLA/87845

Property:

FLAT 24
BECHERS COURT
125 ORMSKIRK ROAD
LIVERPOOL
L9 5AE

UPRN: 000041123572

Optional Enquiries:

4. Road proposals by private bodies
5. Public path and byways
6. Advertisements
7. Completion notices
8. Parks and countryside
9. Pipelines
10. Houses in multiple occupation
11. Noise abatement
12. Urban development areas
13. Enterprise zones
14. Inner urban improvement areas
15. Simplified planning zones
16. Land maintenance notices
17. Mineral consultation areas
18. Hazardous substance consents
19. Environmental and pollution notices
20. Food safety notices
21. Hedgerow notices
22. Common land, town and village greens

Other roadways, footpaths and footways:

NONE

Name of those involved in the sale (this box is only completed when the replies to these enquiries are to be included in a Home Information Pack)

Name of vendor: UNKNOWN

Name of estate agent: UNKNOWN

Name of HIP Provider: UNKNOWN

Name of solicitor/conveyancer: UNKNOWN

Your personal data - name and address - will be handled strictly in accordance with the requirements of the Data Protection Act. It is required to pass on to the relevant authority in order to carry out the necessary search.

Plan attached

No

Optional enquiries are to be answered

Yes

Additional enquiries are to be attached on a separate sheet

No

Search prepared by and any enquiries to:

THE PROPERTY SEARCH GROUP

Maghull Business Centre
1 Liverpool Road North
Maghull
L31 2HB

Tel: 0844 800 8506

Fax: 0844 800 8507

On behalf of The Property Search Group

Signed



Date

23 March 2009

ENTRIES RELATING TO LAND AND PREMISES KNOWN AS:

FLAT 24
BECHERS COURT
125 ORMSKIRK ROAD
LIVERPOOL
L9 5AE

LOCAL LAND CHARGE REGISTER ENTRIES:

1. NONE

PLANNING REGISTER ENTRIES SINCE: 01/01/1974

1. S/04363 CHANGE OF USE FROM BUILDERS YARD TO USE ASSOCIATED WITH THE BRITISH LEGION ON THE LAND ADJACENT
GRANTED WITH CONDITIONS 14/09/1976
2. S/09631 CHANGE OF USE TO PLANT HIRE DEPOT
WITHDRAWN 15/11/1978
3. S/1987/0400 ADVERTISEMENT APPLICATION TO DISPLAY ONE EXTERNALLY ILLUMINATED V SHAPED BOARD SIGN AND THREE SWAN NECKED COWL LIGHTS TO ILLUMINATE THE EXISTING FASCIA SIGN ON THE FRONT ELEVATION OF THE PREMISES
GRANTED WITH CONDITIONS 28/07/1987
4. S/1989/0634 ERECTION OF 2 STOREY SHELTERED FLATS 30. NO. AND WARDENS FLAT
GRANTED WITH CONDITIONS 30/06/1990
5. S/1990/0717 SECOND FLOOR TO PROVIDE 6 FLATS AND AMENDED PARKING LAYOUT
REFUSED 05/12/1990
6. S/1991/0151 EXTENSION TO SHELTERED HOUSING SCHEME TO PROVIDE FOUR ADDITIONAL FLATS (ALTERNATIVE TO S/1990/0717)
GRANTED WITH CONDITIONS 28/04/1992

BUILDING REGULATION APPLICATIONS SINCE: 01/01/1994

1. NONE

OTHER DETAILS:

PLEASE NOTE THE FOLLOWING INFORMATION:

THIS PROPERTY ABUTS THE RAILWAY AND LIES CLOSE TO THE TRANS PENNINE TRAIL
PLANNING APPLICATIONS RELATING TO LAND ADJOINING THE CURTILAGE OF THE ADDRESS SEARCHED DO NOT FALL WITHIN THE SCOPE OF THIS REPORT.

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

1. PLANNING AND BUILDING REGULATIONS

- 1.1 Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending application:
- (a) a planning permission;
 - (b) a listed building consent;
 - (c) a conservation area consent;
 - (d) a certificate of lawfulness of existing use or development;
 - (e) a certificate of lawfulness of proposed use or development;
 - (f) building regulations approvals;
 - (g) a building regulations completion certificate; and
 - (h) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme

How can copies of the decisions be obtained?

INFORMATIVE:

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

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

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

2. ROADS

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

- (a) highways maintainable at public expense:
- (b) subject to adoption and supported by a bond or bond waiver;

SEE PAGE 2

NONE SINCE 01/01/1974

NONE SINCE 01/01/1974

NONE SINCE 01/01/1974

NONE SINCE 01/01/1974

NONE SINCE 01/01/1994

PLEASE REFER TO FOOTNOTE

PLEASE REFER TO FOOTNOTE

PLEASE CONTACT YOUR LOCAL PSG OFFICE

INFORMATIVE:

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

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

SEFTON UNITARY DEVELOPMENT PLAN ADOPTED JUNE 2006
PRIMARILY RESIDENTIAL AREA

THE LEEDS TO LIVERPOOL CANAL IS DESIGNATED AS URBAN GREENSPACE AND FORMS PART OF THE STRATEGIC PATH

THE SCHOOL AND GROUNDS ARE DESIGNATED AS URBAN GREENSPACE

THIS PROPERTY LIES CLOSE TO AREAS DESIGNATED AS:-

- i) URBAN GREENSPACE
- ii) LOCAL OR DISTRICT CENTRE
- iii) MIXED USE AREA
- iv) RETAIL PARK
- v) INDUSTRIAL DEVELOPMENT SITE/INDUSTRIAL IMPROVEMENT AREA
- vi) PRIMARILY INDUSTRIAL AREA/INDUSTRIAL IMPROVEMENT AREA

THIS PROPERTY LIES CLOSE TO A STRATEGIC PATH

BECHERS COURT - NO
ORMSKIRK ROAD - YES

NONE

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

NONE

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

NONE

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

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

NO

(b) an agreement or consent for (i) a building or (ii) extension to a building on the property, to be built over or in the vicinity of a drain, sewer or disposal main?

NO

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

3.4 Nearby Road Schemes

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

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

NO

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

NO

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

NO

(d) the outer limits of: (i) construction of a new road to be built by the local authority; (ii) an improved alteration or an improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini roundabout) or widening by the construction of one or more additional traffic lanes;

NO

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

NO

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

NO

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

3.5 Nearby Railway Schemes

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

NONE

3.6 Traffic Schemes

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

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

3.6 (a) - (l) PLEASE REFER TO FOOTNOTE

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

3.7 Outstanding Notices

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

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

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

3.8 Infringement of Building Regulations

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

NONE REGISTERED

3.9 Notices, Orders, Directions and Proceedings under Planning Acts

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

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

NONE REGISTERED

NONE REGISTERED

NOT APPLICABLE

NONE REGISTERED

NONE REGISTERED

(f) another notice relating to breach of planning control;	NONE REGISTERED
(g) a listed building repairs notice;	NOT APPLICABLE
(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;	NOT APPLICABLE
(i) a building preservation notice;	NONE REGISTERED
(j) a direction restricting permitted development;	NONE REGISTERED
(k) an order revoking or modifying a planning permission;	NONE REGISTERED
(l) an order requiring discontinuance of use or alteration or removal of buildings or works;	NONE REGISTERED
(m) a tree preservation order; or	NONE REGISTERED
(n) proceedings to enforce a planning agreement or planning contribution?	NOT APPLICABLE
3.10 Conservation Area	
Do any of the following apply in relation to the property:	
(a) the making of the area a conservation area before 31st August 1974; or	3.10 (a) - (b) NO
(b) an unimplemented resolution to designate the area a conservation area?	
3.11 Compulsory Purchase	
Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	NONE REGISTERED
3.12 Contaminated Land	
Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property):	
(a) a contaminated land notice:	NONE REGISTERED
(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:	
(i) a decision to make an entry; or	NONE REGISTERED
(ii) an entry: or	NONE REGISTERED
(c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?	NONE REGISTERED
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	
Location of the property in a Radon Affected Area.	NO
Radon Affected Areas are designated by the National Radiological Protection Board, as parts of the country where 1% or more of properties are estimated to be at or above the radon Action level of 200 becquerels per cubic metre of air.	
A guide containing further information about Radon Affected Areas is available free from DEFRA Warehouse Publications, Admail 6000, London SW1A 2XX (tel 08459 556000, fax 020 8957 5012) or from DEFRA Radioactive Substances Division, Zone 4/E7, Ashdown House, 123 Victoria Street, London SW1E 6DE.	

PART II

5.1 Public Footpaths or Byways

Is any public path, bridleway or road used as a public path or byway which abuts on, or crosses the property shown in a definitive map or revised definitive map prepared under part IV of the National Parks and Access to the Countryside Act 1949 or Part III of the Wildlife and Countryside Act 1981? If so, please mark its approximate route on the attached plan.

The definitive map does not show every public footpath or byway.

NO

FOOTNOTE:

Access to certain information is not freely available when conducting the Personal Search. The result of this is the introduction by PSG of unique individual indemnity insurance (at no additional cost) covering these questions up to the property value. Please note that commercial properties are limited to a maximum £500,000 per claim. Copies of the policy are available on request from your local PSG office.

Any mapping products utilised by PSG are derived from a third party supplier without warranty and PSG cannot warrant that the data supplied by the third party is comprehensive or accurate.

SEARCH CODE:

Important Protection

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

By giving you this information, PSG is confirming that they operate to the principles of the Search Code. This provides important protection for you.

The Code's main commitments

The Search Code's key commitments say the search organisation will:

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

Keeping to the Search Code

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

IMPORTANT INFORMATION

Contact Details

Should any question arise from the search report, please contact your local PSG office, as detailed at the front of this report.

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

Drainage and Water Enquiry

Responses as required by the Home Information Pack Regulations (No. 2) 2007

The information in this document refers to: -

**Property: FLAT 24 BECHERS COURT 125 ORMSKIRK ROAD AINTREE
LIVERPOOL L9 5AE**

This document was produced by: -

**United Utilities Water PLC
Property Searches
Stephens Way
Goose Green
Wigan
WN3 6PJ**

Telephone 0870 7510101

Facsimile 0870 7510102

e-mail - property.searches@uuplc.co.uk

DX 719690 Wigan 8

For any queries relating to this report please e-mail or write to our Customer Liaison Team at the above address quoting United Utilities' Reference Number: 592717

This document was ordered by: -

Client	PSG Maghull
Address	Maghull Business Centre, Red Lions Buildings 1 Liverpool Road North Maghull Sefton L31 2HB
Client Ref:	52786/PAJG/HIP/KINSELLA/87 845
FAO:	Emma McCulloch

The following records were searched in compiling this report:-

The Map of Public Sewers, the Map of Waterworks, Water and Sewer billing records, Adoption of Public Sewer records, Building Over Public Sewer records, the Register of Properties subject to Internal Foul Flooding, the Register of Properties subject to Poor Water Pressure and the Drinking Water Register. All of these are held by United Utilities Water PLC, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP.

United Utilities Property Searches is responsible in respect of the following: -

- (i) any negligent or incorrect entry in the records searched;
- (ii) any negligent or incorrect interpretation of the records searched; and
- (iii) any negligent or incorrect recording of that interpretation in the search report
- (iv) compensation payments

United Utilities Water PLC
Registered In England & Wales No. 2366678
Registered Office Haweswater House, Lingley Mere
Business Park, Lingley Green Avenue, Great Sankey,
Warrington, WA5 3LP.

Received Date 26/03/2009 Response Date 30/03/2009

**Question
Number****Q 1 Interpretation of Drainage and Water Enquiry**

Answer **Appendix 1 of this report contains definitions of terms and expressions identified in Part 1 of Schedule 8 of Statutory Instrument 2007 No 1667.**

Informative Not Applicable

Q 2 Enquiries and Responses

Answer **This drainage and water search complies with the requirements of Statutory Instrument 2007 No 1667 Schedules 6 and 8 to Regulation 8(I) as it contains the enquiries and the appropriate responses set out in Part 2 of Schedule 8.**

The records were searched by Christopher Thompson of United Utilities who has no, nor likely to have, any personal or business relationship with any person involved in the sale of the property.

This search report was prepared by Christopher Thompson of United Utilities who has no, nor likely to have, any personal or business relationship with any person involved in the sale of the property.

Informative The Terms and Conditions under which this response to enquiries is provided are laid out in Appendix 2.

Residential Drainage and Water Search Complaint Procedure

United Utilities Water PLC offers a staged, robust and uniformly efficient complaints process. Formal complaints can be made by telephone, in writing or by e-mail using the contact details for United Utilities Property Searches on page 1 of this report.

As a minimum standard United Utilities 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 write in via email, fax or letter explaining the reasons why you are not satisfied.
- investigate and research the matter in detail and provide a written substantive response within 5 working days of receipt of your written 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 response within 5 working days, will pay you £10 compensation regardless of the outcome of your complaint.
- if your complaint is found to be justified, or we have made any substantive errors 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 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.
- if you are still not satisfied with our response or action, we will refer the matter to a Senior Manager/ Company Director for responding.

Received Date 26/03/2009 Response Date 30/03/2009

**Question
Number**

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

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

Informative Public sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991.

The Sewerage Undertaker is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.

Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any.

Assets other than public sewers may be shown on the copy extract, for information.

The presence of a public sewer running within the boundary of the property may restrict further development within it.

The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Sewerage Undertaker or its contractors needing to enter the property to carry out work.

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

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

Informative Sewerage Undertakers are not responsible for any private drains or sewers that connect the property to the public sewerage system, and do not hold details of these.

The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility, with other users, if the property is served by a private sewer which also serves other properties. 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.

If foul water does not drain to the public sewerage system the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant.

An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

**Question
Number**

Q 5 Does surface water from the property drain to a public sewer?

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

Informative Sewerage Undertakers are not responsible for any private drains or sewers that connect the property to the public sewerage system and do not hold details of these.

The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users, if the property is served by a private sewer which also serves other properties. 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 Undertakers' records do not distinguish between foul and surface water connections to the public sewerage system. If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the Sewerage Undertaker. If surface water does not drain to the public sewerage system the property may have private facilities in the form of a soakaway or private connection to a watercourse.

An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

Q 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?

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

Informative This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer.

Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities. Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991.

**Question
Number**

Q 7 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?

Answer 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.

Informative The boundary of the property has been determined by reference to the Ordnance Survey record.
The presence of a public sewer 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 Sewerage Undertaker or its contractors needing to enter the property to carry out work.
Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details be checked with the developer, if any.
Assets other than public sewers may be shown on the copy extract, for information only.

Q 8 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?

Answer The public sewer map indicates that there are no public sewers within 30.48 metres (100 feet) of a building within the property. However, it has not always been a requirement for such public sewers to be recorded on the public sewer map. It is therefore possible for unidentified sewers or public sewers to exist near to a building within the property.

Informative The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer.
The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.
Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any.
Assets other than public sewers may be shown on the copy extract, for information only.

**Question
Number**

Q 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?

Answer **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.**

Informative Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.
Prior to 2003 United Utilities Water PLC had sewerage agency agreements with the local authorities therefore details of any agreements/consents or rejections may not have been forwarded on to our offices before this date.

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

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

Informative The "water mains" in this context are those which are vested in and maintainable by the Water Undertaker under statute.
Assets other than public water mains may be shown on the plan, for information only.
Water Undertakers are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
If an extract of the public water main record is enclosed it will show known public water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.
The presence of a public water main running within the boundary of the property may restrict further development within it. Water Undertakers have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Water Undertaker or its contractors needing to enter the property to carry out work.

Q 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?**

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

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

**Question
Number**

Q 12 Who are the Sewerage and Water Undertakers for the area?

Answer **United Utilities Water PLC, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP is the sewerage undertaker for the area.**

United Utilities Water PLC, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP is the water undertaker for the area.

Informative Not Applicable

Q 13 **Is the property connected to mains water supply?**

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

Informative Details of private supplies are not kept by the Water Undertaker. The situation should be checked with the current owner of the property.

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

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

Informative The boundary of the property has been determined by reference to the Ordnance Survey record.

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

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

Answer **Records indicate that the Water Company does not levy charges direct to the property. A third party is billed for the water and/or sewerage charges. It is recommended that the charging situation is checked with the vendor.**

Informative Water and Sewerage Undertakers' full charges are set out in their charges schemes which are available from the relevant Undertaker free of charge upon request.

The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a Water or Sewerage Undertaker. Details are available from the Office of Water Services (OFWAT) Web Site: www.ofwat.gov.uk.

**Question
Number**

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

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

Informative Water and Sewerage Undertakers' full charges are set out in their charges schemes which are available from the relevant Undertaker free of charge upon request.
It is policy to meter all new water connections. This would result in charges being levied according to the measured tariff.
The Water Undertaker 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)
* Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.
* In a bath with a capacity in excess of 230 litres (measured to the centre line of the overflow).
* In a shower unit of a type specified in paragraph 4c of the table in Regulation 5 of the Water Fitting Regulations.
* A reverse osmosis unit.

Q 17 Is a surface water drainage charge payable?

Answer **Records indicate that charges for surface water drainage are not levied directly to the property. A third party is billed for these charges. It is recommended that the charging situation is checked with the vendor.**

Informative Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.
Where surface water charges are payable but 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 the Sewerage Undertaker.
Drainage charges are subject annual review and amounts may change.

Q 18 Please include details of the location of any water meter serving the property.

Answer **Records indicate that the property is served by a water meter, which is not located within the dwelling house which is or forms part of the property, and in particular is located INSIDE CAR PARK BY GATE.**

Informative Where the property is not served by a meter and the customer wishes to consider this method of charging they should contact:
United Utilities Water PLC, PO Box 246, Warrington, WA55 1EA, Tel: 0845 3037744,
Internet; www.unitedutilities.com

**Question
Number****Q 19 Who bills the property for sewerage services?**

Answer Records indicate that sewerage charges are not levied directly to the property. A third party is billed for the sewerage charges. It is recommended that the charging situation is checked with the vendor.

Informative Not applicable

Q 20 Who bills the property for water services?

Answer Records indicate that United Utilities PLC, P O Box 453, Warrington, WA55 1SE, Tel: 0845 746 2200, Internet: www.unitedutilities.com does not levy charges directly to the property. A third party is billed for the water charges. It is recommended that the charging situation is checked with the vendor.

Informative This is the company to notify the change of occupant to, on completion of sale.

Q 21 Is the dwelling-house which is or forms part of the property at risk of internal flooding due to overloaded public sewers?

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

Informative 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 Director General of Water Services.

These are defined as properties that have suffered or are likely to suffer internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Sewerage Undertaker's reporting procedure.

Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included in the At Risk Register.

Properties may be at risk of flooding but not included in the Register where flooding incidents have not been reported to the Sewerage Undertaker.

Public sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991.

It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Sewerage Undertaker. This report excludes flooding from private sewers and drains and the Sewerage Undertaker makes no comment upon this matter.

**Question
Number****Q 22** **Is the property at risk of receiving low water pressure or flow?****Answer** **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.****Informative** The boundary of the property has been determined by reference to the Ordnance Survey record.

"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 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. The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap.

The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served.

For two properties, a flow of 18 litres/minute at a pressure of 10 metres head on the customers' side of the main stop tap 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 Water Undertaker 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. Water Undertakers should exclude from the reported DG2 - (Low Pressure Register) figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year Water Undertakers may exclude, for each property, up to five days of low pressure caused by peak demand.

Planned maintenance:

Water Undertakers should not report under DG2 - (Low Pressure Register) low pressures caused by planned maintenance.

It is not intended that Water Undertakers identify the number of properties affected in each instance. However, Water Undertakers must maintain sufficiently accurate records to verify that low-pressure incidents that are excluded from DG2 - (Low Pressure Register) because of planned maintenance, are actually caused by maintenance.

One-off incidents:

This exclusion covers a number of causes of low pressure; mains bursts; failures of company equipment (such as pressure reducing valves or booster pumps); fire fighting 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.

Low pressure incidents of short duration:

Properties affected by low pressures that only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded from the reported DG2 - (Low Pressure Register) figures.

**Question
Number**

Q 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.

Answer **The analysis records confirmed that tests failed to meet the standards of the 2000 Regulations or the 2001 Regulations in relation to lead and another substance or substances and a report is attached.**

Informative Water Undertakers have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000. However, the householder is responsible for any deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met. In England and Wales these Regulations implement the requirements of the European Drinking Directive 98/83/EC. The 2000 Regulations impose standards for a range of parameters, which are either health based to ensure the water is safe to drink or to ensure the water is aesthetically acceptable. They also require that drinking water should not contain any element, organism or substance (whether or not a parameter) at a concentration or value which would be detrimental to public health. Water quality is normally tested at the tap used for domestic consumption normally in the kitchen. However, the householder is responsible for any deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met. If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your Water Undertaker. For contact details please see Question 12. The Water Undertaker carries out a monitoring programme to establish water quality that includes random sampling from domestic properties. It will notify the consumers of any failures to meet the water quality standards that are due to the condition or maintenance of the domestic distribution system. The data collected by the Water Undertaker is subject to external review by the Drinking Water Inspectorate (DWI) and by local and health authorities. In addition to reviewing quality data the DWI also carry out audits during which any area of the Water Undertaker's operation can be examined. Further information may be found at www.dwi.gov.uk. If you require further advice regarding these failures please see Question 12 for contact details.

**Question
Number**

Q 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.

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

Informative Authorised departures are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health.
For contact details please see Question 12.

Q 25 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.

Answer **The nearest Sewage Treatment Works is 1.2 miles (1.94km), East of the property. The name of the Sewage Treatment Works is MELLING WWTW, and the owner is United Utilities.**

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

Appendix 1 - General Interpretation

1. (1) In this Schedule-

"the 1991 Act" means the Water Industry Act 1991(a);

"the 2000 Regulations" means the Water Supply (Water Quality) Regulations 2000(b);

"the 2001 Regulations" means the Water Supply (Water Quality) Regulations 2001(c);

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

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

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

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

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

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

- (a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a sewerage undertaker or of any other person; and
- (b) is not a public sewer;

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

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

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

"lateral drain" means-

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

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

"maintenance period" means the period so specified in an adoption agreement as a period of time-

- (a) from the date of issue of a certificate by a Sewerage Undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that undertaker's satisfaction; and
- (b) until the date that private sewer or lateral drain is vested in the Sewerage Undertaker;

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

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

"public sewer" means, subject to Section 106(1A) of the 1991 Act(h), a sewer for the time being vested in a Sewerage Undertaker in its capacity as such, whether vested in that undertaker-

- (a) by virtue of a scheme under Schedule 2 to the Water Act 1989(i);
- (b) by virtue of a scheme under Schedule 2 to the 1991 Act (j);

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

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

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

- (a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or
- (b) giving or taking a supply of water in bulk;

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

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

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

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

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

"water supplier" means the company supplying water in the water supply zone, whether a water undertaker or licensed water supplier;

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

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

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

(a) 1991 c. 56.

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

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

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

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

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

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

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

(i) 1989 c. 15.

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

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

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

Appendix 2

DRAINAGE AND 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 first 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 & 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 development of domestic properties or commercial properties for intended occupation by third parties..

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

Copyright and Confidentiality

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

4.2 The Customer or Client is entitled to make copies of the Report but may only copy Ordnance Survey mapping or data contained in or attached to the Report, if they have an appropriate licence from the originating source of that mapping or data

4.3 The Customer the Client and the Purchaser agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.

4.4 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.

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

Payment

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

General

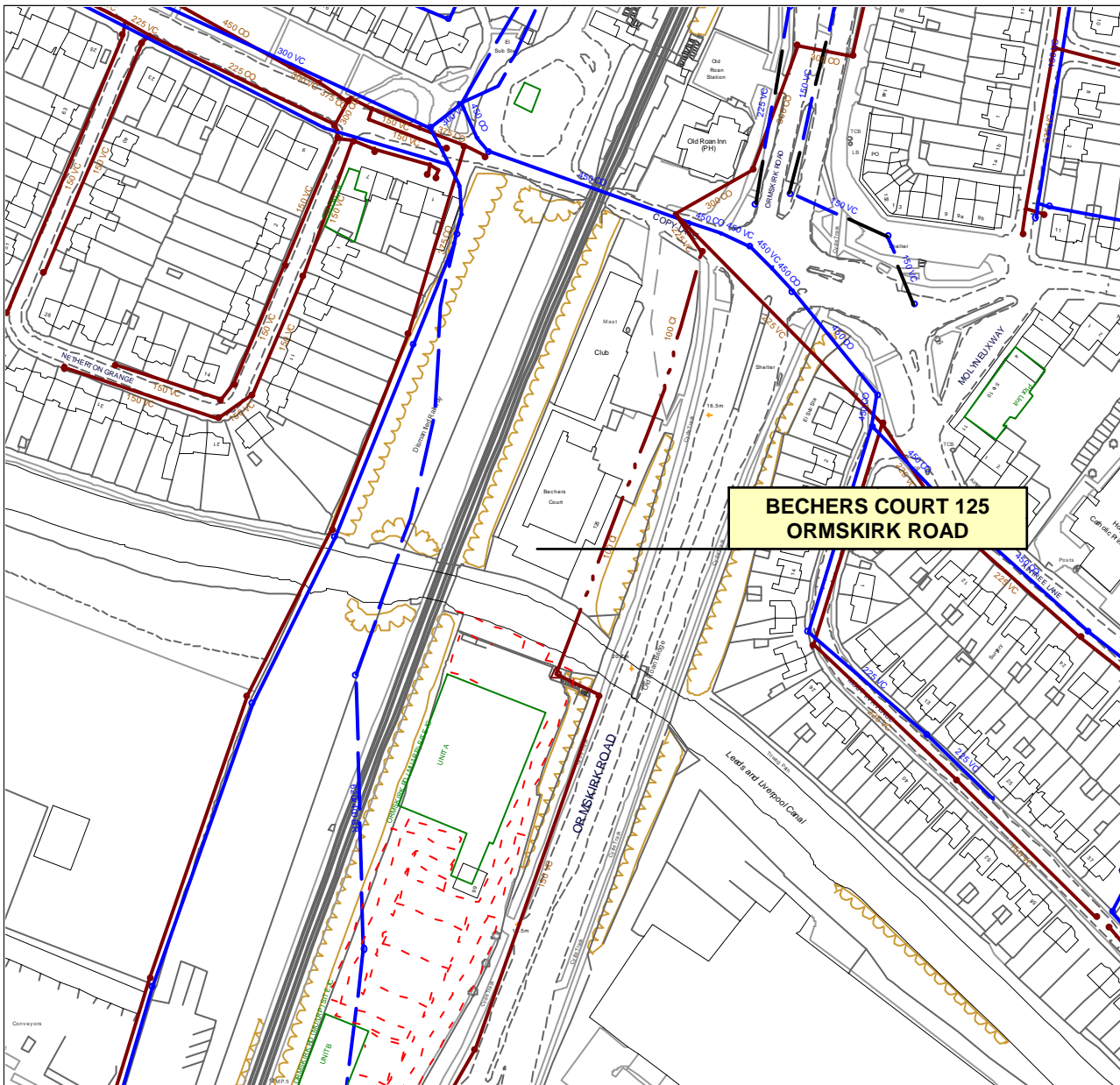
6.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.

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

6.3 Nothing in these terms and conditions shall in any way restrict the Customer's, the Clients or the Purchasers statutory or any other rights of access to the information contained in the Report.

6.4 The Report is supplied subject to these terms and conditions which include the terms required by Schedule 6 paragraphs 5, 6 and 7 of the Regulations

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



FLAT 24 BECHERS COURT 125 ORMSKIRK ROAD AINTREE LIVERPOOL L9 5AE

Extract from the Map of Public Sewers



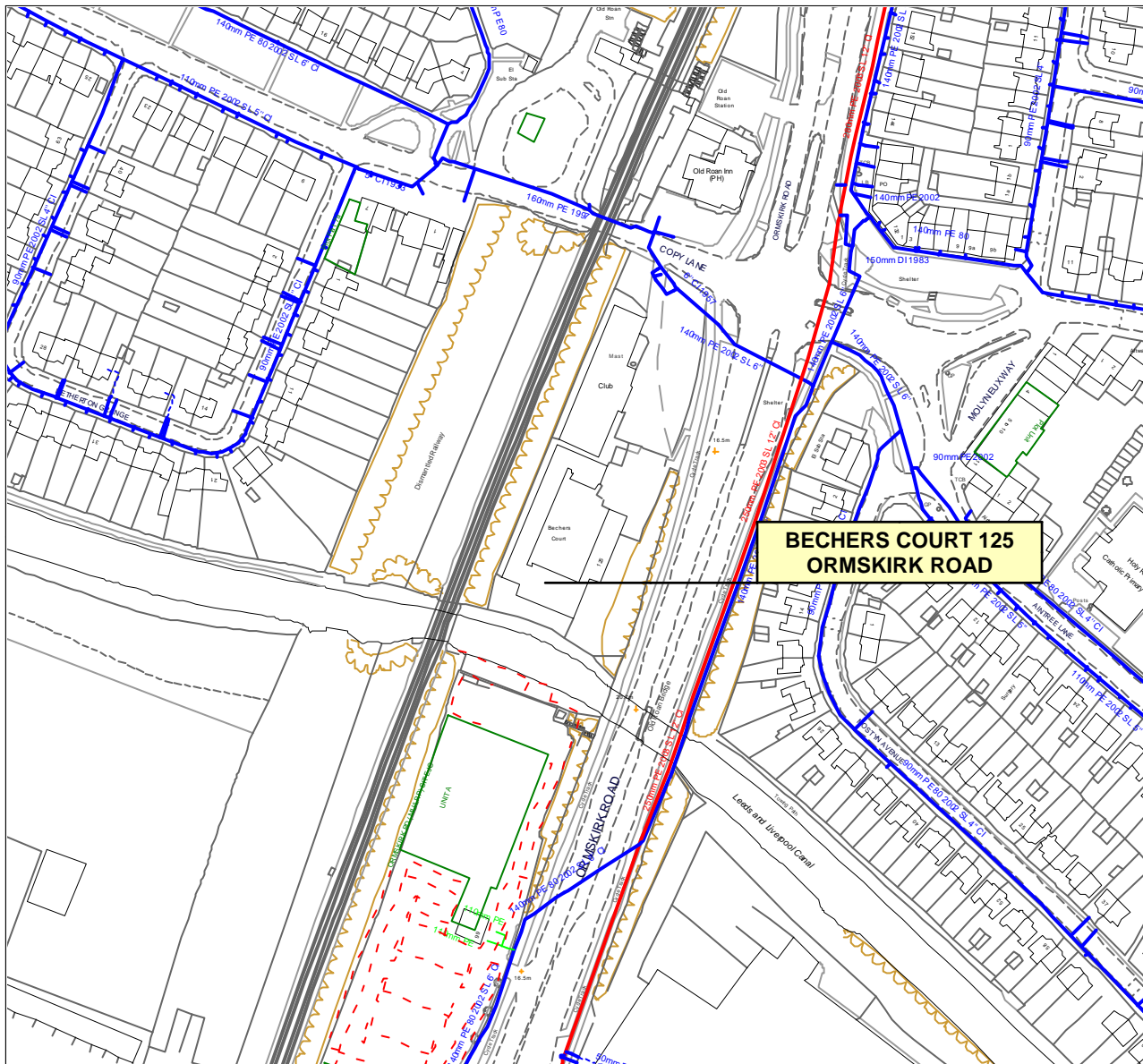
Legend
 Red or Brown - Foul Sewers
 Blue - Surface Water Sewers

	Abandoned Sewer
	Public Sewers
	Mersey Valley Sludge main
	Highway Drain
	Private Sewers
	Pumping Main
	Section 104 Sewers
	District or Parish Boundary
	Development Outline

Mapping By Christopher Thompsc


The position of underground apparatus shown on this plan is approximate only and is given in accordance with the best information currently available. The actual positions may be different from those shown on the plan and private pipes sewers or drains may not be recorded. United Utilities Water PLC will not accept any liability for any damage caused by the actual positions being different from those shown.

© United Utilities Water PLC 2006. The plan is based upon the Ordnance Survey Map with the sanction of the Controller of H.M. Stationery Office. Crown and United Utilities Water PLC copyrights are reserved. Unauthorised reproduction will infringe these copyrights.



FLAT 24 BECHERS COURT 125 ORMSKIRK ROAD AINTREE LIVERPOOL L9 5AE

Extract From the Map of Water Mains



WATER MAINS RECORDS

Mapping By Christopher Thompsc

Legend

	Distribution Mains
	Trunk Mains
	Non Potable Mains
	Proposed Mains
	Disused Mains (these may still be live)
	District or Parish Boundary
	Development Outline

The position of underground apparatus shown on this plan is approximate only and is given in accordance with the best information currently available. The actual positions may be different from those shown on the plan and private pipes sewers or drains may not be recorded. United Utilities Water PLC will not accept any liability for any damage caused by the actual positions being different from those shown.

© United Utilities Water PLC 2006. The plan is based upon the Ordnance Survey Map with the sanction of the Controller of H.M. Stationery Office. Crown and United Utilities Water PLC copyrights are reserved. Unauthorised reproduction will infringe these copyrights.

United Utilities Water PLC failure report for Water Quality Zone Z173

The following samples failed during the calendar year ending 31/12/2008

Parameter Tested	No. of Samples Taken	No. of Samples Failed
Iron	55	1
Lead	9	1

United Utilities Water PLC investigate all infringements of water quality standards thoroughly and take appropriate corrective actions to resolve any problems. If there was any risk to public health from the quality of drinking water supplied, the Company would inform customers immediately and advise them not to drink the water until the risk had been removed.

Water samples are taken from customers' taps, at addresses selected at random within a zone (zones can contain approximately 50,000 properties). The results of analysis given in the report relate to samples taken from a small selection of addresses in the water supply zone in which the property is located, and not necessarily the property itself. There is only a small possibility that the results of samples reported were taken from the property in question.

The sampling requirements and water quality standards are specified in Government legislation.

Key facts on water quality

Here are some key facts on substances many customers are particularly concerned about. For more detailed information visit www.unitedutilities.com or telephone 0845 746 1324, minicom 0808 143 0295.

Lead

There is virtually no lead in water as it leaves treatment works. Lead in drinking water originates from lead service pipes and plumbing, mainly found in older houses. Occasionally a problem occurs due to the inappropriate use of lead based solders on modern fittings. The extent of lead pick-up depends on the nature and extent of plumbing materials and the water. Where United Utilities Water PLC has identified a risk the water has been treated, as far as is practical, to minimise the pick-up of lead in water. However, the best way of reducing lead in water is to replace lead pipes.

Hardness

Water hardness depends on the amount of calcium and magnesium in the water. Underground waters are usually harder than river or lake sources. Hard water makes it more difficult to get a lather when using soap and it can cause deposits in kettles. These deposits are not harmful to health. Most of our supplies are 'soft'.

Aluminium

Aluminium is present widely in the environment and exists naturally in lakes, rivers and reservoirs. It is also used at some water treatment works to remove impurities and harmful micro organisms. Any aluminium is removed at a later stage of the treatment process. The 200 µg/l standard for aluminium is not a health standard, but is based on concentrations which affect the water's appearance. Drinking water contains less than 5% of the daily dietary intake of aluminium. For example, a cup of tea may contain 20 to 200 times more aluminium than the water it was made from.

Coliform bacteria

These bacteria are usually harmless in themselves, but if present show that if there is a possibility of contamination of drinking water, or disinfection is not working properly. Some of the bacteria we find are from dirty taps in houses, but in all cases where we find bacteria we respond urgently to make sure the water is safe.

Iron and Manganese

Naturally occurring iron and manganese from upland reservoirs can be a problem in some places. Some iron also comes from the poor condition of older mains. Very high concentrations of iron and manganese can cause discolouration of washing. The presence of iron and manganese has no health significance.

Additional Search Reports

Section
6

Additional Relevant Information

Section
7