

HOME INFORMATION PACK



18 Wilbert Close
Birmingham
West Midlands
B29 7QT

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1. Index

Home Information Pack Index

18
Wibert Close
BIRMINGHAM
B29 7QT

About this form:

- Under the Home Information Pack (No. 2) Regulations 2007, you must include an index which lists all the documents included in your Home Information Pack.
- You may use this form as an index. Required documents need to be included in all cases where relevant: authorised documents do not. Please seek professional advice if you are unsure about what to include in your Home Information Pack.
- All the documents in your Home Information Pack must be listed in the index, whether or not they are required or authorised.
- Where a document required by the Regulations is unavailable or unobtainable, the index should indicate that a required document is missing, which document it is and the reason why.
- Where the document exists and can be obtained, the index should indicate the steps being taken to obtain it and the date by which you expect to obtain the document, updating this date if it changes. It should also indicate the reason for a delay or any likely delay.
- The index to your Home Information Pack should be updated whenever the pack or a pack document is added or removed.
- Someone can complete this form on behalf of a seller.
- The Regulations tell you what documents are required to go in the Home Information Pack, and which documents are authorised to be included. Documents that are neither required or authorised should not be included in the Pack and advertising material should not be included. Guidance on the Regulations is available at www.homeinformationpacks.gov.uk

PART 1 - General - Required Documents

Home Information Pack document	Date	Inclusion Status	If it is a required document for your property: <ul style="list-style-type: none"> Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) Reason why not included; Steps being taken to obtain it; Date when it is expected to be obtained; Any reason for further delay and further date by which the document is expected.
Index			
Energy Performance Certificate	26/08/2008	Included	
Predicted Energy Assessment		Not Applicable	
Sale statement	15/09/2008	Included	
Title information			
Official copy of the individual register (for registered properties only)	15/08/2008	Included	
Official copy of the title plan (for registered properties only)	15/08/2008	Included	
Certificate of official search of the index map (for unregistered properties only)		Not Applicable	
Documents provided by seller to prove title (for unregistered properties only)		Not Applicable	
Leases, tenancies or licences for dwellings in a sub-divided building that are being marketed as a single property and where part of the property is being sold with vacant possession		Not Applicable	
Search Reports			
Local Authority and Local land charges	20/08/2008	Included	
Drainage and water enquiries	21/08/2008	Included	

Part 2 - Commonhold properties - Required Documents

Home Information Pack document	Date	Inclusion Status	If it is a required document for your property: <ul style="list-style-type: none"> Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) Reason why not included; Steps being taken to obtain it; Date when it is expected to be obtained; Any reason for further delay and further date by which the document is expected.
Land Registry individual register and title plan for common parts		Not Applicable	
Land Registry copy of commonhold community statement		Not Applicable	
Management rules and regulations outside the commonhold community statement		Not Applicable	
Requests for payment towards commonhold assessment for the past 12 months		Not Applicable	
Requests for payment towards reserve fund for the past 12 months		Not Applicable	
Requests for payment towards insurance for common parts for the past 12 months (if separate to commonhold assessment or reserve fund)		Not Applicable	
Name and address of managing agents and/or other manager (current and any proposed)		Not Applicable	
Amendments proposed to the commonhold community statement, and other rules		Not Applicable	
Summary of works affecting the commonhold (current and any proposed)		Not Applicable	
Where the commonhold interest has not been registered at the Land Registry: the proposed commonhold community statement and an estimate of costs expected of the the unit-holder in the first 12 months		Not Applicable	

Part 3 - Leasehold properties - Required Documents

Home Information Pack document	Date	Inclusion Status	If it is a required document for your property:
			<ul style="list-style-type: none"> Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) Reason why not included; Steps being taken to obtain it; Date when it is expected to be obtained; Any reason for further delay and further date by which the document is expected.
The lease, being either: <ul style="list-style-type: none"> an "official" copy the original lease or a true copy of it; or an edited information document 	11/09/2008	Included	
Management rules and regulations outside the lease		Not Applicable	
Summaries or statements of service charges for past 36 months		Not Applicable	
Requests for payment towards service charges for the past 12 months		Not Applicable	
Request for payment towards ground rent for the past 12 months		Not Applicable	
Requests for payment for building or personal insurance for the past 12 months (if separate to service charges or ground rent)		Not Applicable	
Name and address of landlord (current and any proposed)		Not Applicable	
Name and address of managing agents or other manager (current and any proposed)		Not Applicable	
Amendments proposed to: <ul style="list-style-type: none"> the lease; and/or rules and regulations 		Not Applicable	
Summary of works or long term agreement affecting the property (current and any proposed)		Not Applicable	
Proposed lease (new properties)		Not Applicable	
Estimate of service charges, ground rent and insurance payments (building and personal) expected during the 12 months after completion (new properties)		Not Applicable	

PART 4 - Authorised Documents

Home Information Pack document	Date	Inclusion Status	Further Information
Home Condition Report		Not Applicable	
Floor Plan		Not Applicable	
Land Registry copies of documents referred to in the individual register		Not Applicable	
Home use form		Not Applicable	
Home contents form		Not Applicable	
Legal Summary		Not Applicable	
Other commonhold information		Not Applicable	
Other leasehold information		Not Applicable	
Uncommenced new homes warranty with cover note		Not Applicable	
Commenced new homes warranty		Not Applicable	
Other warranties		Not Applicable	
Report on a property not physically complete		Not Applicable	
Evidence of safety, construction, repair or maintenance		Not Applicable	
Radon gas		Not Applicable	
Common land		Not Applicable	
Mining		Not Applicable	
Other extractions		Not Applicable	
Environmental Report		Not Applicable	
Flood risk		Not Applicable	
Telecommunications		Not Applicable	
Utilities		Not Applicable	
Transport		Not Applicable	
Repairing liabilities		Not Applicable	
Other search reports for the property		Not Applicable	
Search reports for other properties		Not Applicable	
Translations of pack documents		Not Applicable	

Additional versions of any pack document in another format such as Braille or large print		Not Applicable	
Summary or explanation of any pack document		Not Applicable	
Information identifying the property including a description, photograph, map, plan or drawing of the property		Not Applicable	
Information identifying the persons involved in providing the pack document or information within a pack document		Not Applicable	
Additional relevant information		Not Applicable	



2. Energy Performance Certificate / Home Condition Report

Energy Performance Certificate



18, Wibert Close,
BIRMINGHAM, B29 7QT

Dwelling type: Mid-terrace bungalow
Date of assessment: 26 August 2008
Date of certificate: 26 August 2008
Reference number: 2068-8072-6208-5108-0000
Total floor area: 44 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
<i>Very energy efficient - lower running costs</i>		
(92-100) A		
(81-91) B		
(69-80) C		
(55-68) D		
(39-54) E	47	57
(21-38) F		
(1-20) G		
<i>Not energy efficient - higher running costs</i>		
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 will be.

Environmental Impact (CO ₂) Rating		
	Current	Potential
<i>Very environmentally friendly - lower CO₂ emissions</i>		
(92-100) A		
(81-91) B		
(69-80) C		
(55-68) D		
(39-54) E	45	52
(21-38) F		
(1-20) G		
<i>Not environmentally friendly - higher CO₂ emissions</i>		
England & Wales	EU Directive 2002/91/EC	

The environmental impact rating is a measure of this 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	579 kWh/m ² per year	488 kWh/m ² per year
Carbon dioxide emissions	3.8 tonnes per year	3.2 tonnes per year
Lighting	£32 per year	£21 per year
Heating	£373 per year	£297 per year
Hot water	£174 per year	£156 per year

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

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



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

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

About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by Elmhurst Energy Systems, to a scheme authorised by the Government. This certificate was produced using the RdSAP 2005 assessment methodology and has been produced under the Energy Performance of Buildings (Certificates and Inspections)(England and Wales) Regulations 2007. A copy of the certificate has been lodged on a national register.

Assessor's accreditation number: EES/001716
Assessor's name: Antony Brown
Company name/trading name: HIP Brokers Limited
Address: Central Boulevard, Blythe Valley Business Park, Solihull, West Midlands, B90 8AG
Phone number: 0845 0945733
Fax number: 0845 094 5739
E-mail address: enquiry@hipbrokers.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 on the certificate. You can get contact details of the accreditation scheme from their website at www.elmhurstenergy.co.uk together with details of their procedures for confirming authenticity of a certificate and for making a complaint.

About the building's performance ratings

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

Not all buildings are used in the same way, so energy ratings use 'standard occupancy' assumptions which may be different from the specific way you use your building. 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, such as:

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

Visit the Government's website at www.communities.gov.uk 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

18, Wibert Close,
BIRMINGHAM, B29 7QT

Date of certificate: 26 August 2008
Reference number: 2068-8072-6208-5108-0000

Summary of this home's energy performance related features

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

Elements	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Cavity wall, as built, insulated (assumed)	Good	Good
Roof	Pitched, 75 mm loft insulation	Average	Average
Floor	Solid, no insulation (assumed)	-	-
Windows	Fully double glazed	Average	Average
Main heating	Electric storage heaters	Poor	Very poor
Main heating controls	Automatic charge control	Average	Average
Secondary heating	Room heaters, electric	-	-
Hot water	Electric immersion, standard tariff	Very poor	Poor
Lighting	Low energy lighting in 50% of fixed outlets	Good	Good
Current energy efficiency rating		E 47	
Current environmental impact (CO ₂) rating		E 45	

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 loft insulation to 250 mm	£49	E 52	E 49
2 Add additional 80 mm jacket to hot water cylinder	£12	E 53	E 50
3 Low energy lighting for all fixed outlets	£7	E 54	E 50
Sub-Total	£68		
Higher cost measures (over £500)			
4 Fan assisted storage heaters and dual immersion cylinder	£35	D 57	E 52
Total	£103		
Potential energy efficiency rating		D 57	
Potential environmental impact (CO₂) rating			E 52

Further measures to achieve even higher standards

The further measures listed below should be considered in addition to those already specified if aiming for the highest possible standards for this home.

5 Solar water heating	£51	D 62	D 55
6 Solar photovoltaics panels, 25% of roof area	£44	D 66	D 60
Enhanced energy efficiency rating		D 66	
Enhanced environmental impact (CO₂) rating			D 60

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 energy ratings

Lower cost measures (typically up to £500 each)

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

1 Loft insulation

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

2 Hot water cylinder insulation

Increasing the thickness of existing insulation by adding an 80 mm cylinder jacket around the hot water cylinder will help maintain the water at the required temperature; this will reduce the amount of energy used and lower fuel bills. The jacket should be fitted over the top of the existing foam insulation and 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.

3 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)

4 Fan assisted storage heaters

Modern storage heaters are smaller and easier to control than the older type in the property. Ask for a quotation for new, fan-assisted heaters with automatic charge control. A dual-immersion cylinder, which can be installed at the same time, will provide cheaper hot water than the system currently installed. As installations should be in accordance with the current regulations covering electrical wiring, only a qualified electrician should carry out the installation. Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is registered with a competent persons scheme^{1}, and can therefore self-certify the work for Building Regulation compliance. Ask a qualified electrical heating engineer to explain the options, which might also include switching to other forms of electric heating.

About the further measures to achieve even higher standards

Further measures that could deliver even higher standards for this home.

5 Solar water heating

A solar water heating panel, usually fixed to the roof, uses the sun to pre-heat the hot water supply. This will significantly reduce the demand on the heating system to provide hot water and hence save fuel and money. The Solar Trade Association has up-to-date information on local installers and any grant that may be available.

6 Solar photovoltaics (PV) panels

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

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



3. Sale Statement

Sale statement for

18 Wibert Close,
BIRMINGHAM,
B29 7QT

About this form:

- I Under the Home Information Pack (No.2) Regulations 2007, you must provide the following information in your Home Information Pack and may use this form to do so.
- I Someone else can complete this form on behalf of a seller.
- I If the property has not yet been completed or converted, please answer the questions as if the property has been completed or converted.
- I Please answer all questions by checking the relevant box and adding any further information asked for. Where alternatives are offered, please indicate which one (or more) applies.

Seller's check of this form

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

Statement

1. Is the property a flat or a house?	<input type="checkbox"/> Flat (incl.maisonette) <input checked="" type="checkbox"/> 4 House (incl.bungalow)
2. If it is a flat, what type of building is it in?	<input type="checkbox"/> Purpose built block <input type="checkbox"/> Converted house <input type="checkbox"/> Conversion of commercial premises
3. The property is (or will be):	<input type="checkbox"/> Freehold <input type="checkbox"/> Commonhold <input checked="" type="checkbox"/> 4 Leasehold starting (or likely to start) from 29/09/1986 and with 77 years left on the lease
4. The title to the interest in the property being sold is:	<input checked="" type="checkbox"/> 4 The whole of a registered estate <input type="checkbox"/> Part of a registered estate <input type="checkbox"/> The whole of an unregistered estate <input type="checkbox"/> Part of an unregistered estate
5. Name(s) of seller	G & T W Wykes

<p>6. The capacity of the seller</p>	<p><input type="checkbox"/> The owner or owners</p> <p><input checked="" type="checkbox"/> 4 A representative with the necessary authority to sell the property for an owner who has died</p> <p><input type="checkbox"/> A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney)</p> <p><input type="checkbox"/> Other (please give details):</p> <div data-bbox="699 495 1326 719" style="background-color: #cccccc; height: 100px;"></div>
<p>7. The property is being sold:</p>	<p><input checked="" type="checkbox"/> 4 With vacant possession</p> <p><input type="checkbox"/> Section 171(2) of the Housing Act 2004 applies and part of the property is not being sold with vacant possession. Explanation of circumstances as follows:</p> <div data-bbox="699 913 1326 1137" style="background-color: #cccccc; height: 100px;"></div>



4. Title Information including Leasehold / Commonhold

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 WM554360

Edition date 20.02.2006

- This official copy shows the entries on the register of title on 15 Aug 2008 at 10:06:57.
- 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 15 Aug 2008.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Coventry Office.

A: Property Register

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

WEST MIDLANDS : BIRMINGHAM

- 1 (01.05.1992) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 18 Wibert Close, Selly Oak.
- 2 (01.05.1992) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 27 March 1992
Term : 99 years from 29 September 1986
Parties : (1) Sanctuary Housing Association
(2) Walter Thomas Wykes and Winifred Wykes
- 3 (01.05.1992) The rights contained in the Property Register of title WM390914 referred to in the registered lease are rights of way over the estate road and rights in respect of drainage, water gas and electricity supply services thereunder, rights of way over other adjacent roads and rights of drainage under adjoining land of Birmingham District Council. The covenants in the Transfer dated 21 April 1986 referred to in the registered lease relate to the construction and maintenance of Wibert Close and Woodside Road and of indemnity in respect of the covenants set out in the Charges Register.
- 4 (01.05.1992) 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.
- 5 (01.05.1992) The Lease contains an option to surrender upon the terms therein mentioned.
- 6 (01.05.1992) Lessor's title registered under WM390914.
- 7 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves,

A: Property Register continued

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 (01.05.1992) PROPRIETOR: WALTER THOMAS WYKES and WINIFRED WYKES of 18 Wibert Close, Selly Oak, Birmingham.

C: Charges Register

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

- 1 (01.05.1992) A Conveyance of the freehold estate in the land in this title and other land dated 17 October 1904 made between (1) Nathan Saunders and (2) Charles Walker contains covenants details of which are set out in the schedule hereto.
- 2 (01.05.1992) A Transfer of the freehold estate in the land in this title and other land dated 21 April 1986 made between (1) City of Birmingham District Council and (2) Barratt West Midlands Limited contains covenants details of which are set out in the schedule hereto.
- 3 (01.05.1992) The land is subject to the following rights reserved by the Transfer dated 21 April 1986 referred to above:-

"There are excepted and reserved to the Council out of the land hereby transferred the rights referred to in the First Schedule hereto.

THE FIRST SCHEDULE

There is excepted and reserved to the Council and its successors in title for the benefit of adjacent land now owned by the Council or such part or parts thereof as are capable of benefiting thereby:-

FIRSTLY the right to have the building now standing or which may be erected hereafter on any adjoining or adjacent land of the Council supported laterally by the buildings now or hereafter erected on the land hereby conveyed.

SECONDLY the full right and liberty to build up to the extreme boundaries of such adjoining or adjacent land or any height notwithstanding that any such building may interfere with the light and air at any time now or at any time hereafter enjoyed by the building on the land hereby transferred or any building at any time thereon shall be deemed to be enjoyed by the leave and licence of the Council or their successors in title as aforesaid.

THIRDLY the free and uninterrupted passage and running of water and soil gas electricity from such adjoining or adjacent land through the sewers drains and watercourses pipes cables and electric lines (including telephone lines) which are now or may hereafter be in or under the land hereby transferred and liberty to make such connections with such sewers drains watercourses pipes cables and lines or any of them for the purpose of exercising such rights subject to causing as little damage and inconvenience as possible and making good any damage caused to the land hereby conveyed in the exercise of such right.

FOURTHLY the right at all reasonable times and upon reasonable notice to lay maintain repair replace and relay electricity telephone cables gas mains drains sewers and all other services to and from adjacent premises of the Council SUBJECT TO causing as little damage and inconvenience as possible and making good any damage caused to the land hereby transferred in the exercise of such right.

C: Charges Register continued

FIFTHLY the right to enter on the land hereby transferred for the purpose of maintaining repairing cleansing altering or erecting any building on the adjoining or adjacent land of the Council subject to the Council making good forthwith all damage caused thereby to the land hereby transferred.

SIXTHLY the right to deal with any adjoining or adjacent land and any manner they think fit as if were the property of a stranger."

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 4 January 1905 referred to in the Charges Register.

And the said Alfred Ernest Smith with the object and intent of affording to the said Nathan Saunders his executors and administrators a full and sufficient indemnity but not further of otherwise hereby covenants with the said Nathan Saunders and his assigns in respect of that part of the hereditaments hereby assures which front to Milner Road and contains in depth thereby nine yards thereabouts that all buildings which shall be erected upon the said piece of land shall be built according to the building line four yards back from Milner Road That he will not erect upon the said piece of land any back house and will not carry on or permit to be carried on upon the premises or upon any messuage or buildings to be erected thereon any noxious or offensive trade or business or permit the said premises or any part thereof to be used as a public house Inn tavern or Beershop or otherwise for the sale of wine malt liquors or spirituous liquors or do or suffer to be done therein any act or thing whatsoever which may come or grow to a nuisance annoyance or disturbance to the adjoining owners or their tenants or occupiers That he will pay from time to time as and when required by the persons in whom Milner Road shall be vested such a sum as his or their Surveyors or Agent shall assess as the amount payable by the said Alfred Ernest Smith for maintaining cleansing and repairing such portion of the said road as abuts on the said piece of land and the footpaths sewers and surface water drains thereof until the said road is actually dedicated and taken over by the local authority and further in respect of the remaining part of the hereditaments hereby granted that he the said Alfred Ernest Smith will not at any time hereafter under any circumstances whatsoever make any bricks or tiles in or upon the said hereditaments or any part thereof and will not carry on upon the said hereditaments any noisy or offensive trade and will not do anything which may be or become a nuisance or damage to the adjoining owners or their tenants or occupiers and will not build or permit or suffer to be built any public house liquor shop retail brewery or shop or manufactory of any kind nor any building other than dwellinghouses with suitable buildings and offices upon the said hereditaments or any part thereof and that every detached dwellinghouse which shall be erected upon the said hereditaments shall cost at least Four hundred pounds and that every semi-detached dwellinghouse shall cost at least Three hundred and fifty pounds and that any dwellinghouse whether detached or semi-detached shall have attached to it at least one quarter of an acre of land including the site of such dwellinghouse and that every dwellinghouse and building to be erected upon the said hereditaments fronting Woodside Road shall be built not less than twenty one feet from such roads and that not more than two dwellinghouses attached together shall be built on any part of the said hereditaments.

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 15 August 2008 shows the state of this title plan on 15 August 2008 at 10:06:57. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide *19 - Title Plans and Boundaries*.

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

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H.M. LAND REGISTRY

TITLE NUMBER

WM554360

ORDNANCE SURVEY
PLAN REFERENCE

SP 0582

SECTION R

Scale
1/1250

COUNTY

WEST MIDLANDS

DISTRICT

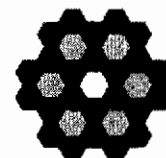
BIRMINGHAM

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SP 0582 SW
SP 0581 NW





Crown Legal Services Ltd
DX700767
HEDNESFORD

DX

Date
9 September 2008

Property **18 Wibert Close, Birmingham.**

Your ref HPO93086

Dear Sirs

Our ref WM554360/OC2/108/
NG/DIT

Thank you for your recent application for an official copy of the Lease dated 27 March 1992. Unfortunately we are not able to comply with your request, as we cannot locate a copy of the deed. We apologise for any inconvenience that this causes to you.

The note to the corresponding entry in the register of the above property has been amended to:

"NOTE: No copy of the Lease is held by Land Registry."

Whilst we cannot supply a copy of the missing Lease to you, please treat this letter as an official admission of the mistake by Land Registry and the Chief Land Registrar undertakes to pay any reasonable costs incurred as a result.

If you are able to obtain a complete copy of the deed from an alternate source, please lodge it with us so that we may update our records accordingly.

If you would like to discuss this correspondence or require it in an alternative format please contact me, quoting our reference.

Land Registry
Coventry Office
Leigh Court
Torrington Avenue
Tile Hill
Coventry CV4 9XZ

DX 18900 Coventry 3

Tel 024 76860860
Fax 024 76860021
coventry.office
@landregistry.gsi.gov.uk

www.landregistry.gov.uk

Yours faithfully

Nirupa Ganatra
Ext.1104

Blank Page



5. Local Authority Water & Drainage Enquiries

ENQUIRIES OF LOCAL AUTHORITY




Search prepared for: REILLY & CO 20655 SHIRLEY	Search Number: 2650879 Your Reference: HPO93086
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Property: 18 WIBERT CLOSE BIRMINGHAM B29 7QT UPRN: NOT AVAILABLE	Names of those involved in the sale (this box is only completed when the replies to these enquiries are to be included in a Home Information Pack) Name of vendor: MR G & MR T W WYKES Name of estate agent: NOT KNOWN Name of HIP Provider: HIP BROKERS LTD Name of solicitor/conveyancer: NOT KNOWN
---	---

Other roadways, footpaths and footways: NONE
--

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.
--

Search prepared by and any enquiries to: The Property Search Group (SOLIHULL) HIGH VIEW COTTAGE GREAT SAREDON WOLVERHAMPTON WV10 7LN (DX700767HEDNESFORD) Tel: 0845 094 4042 Fax: 0845 094 4043

On behalf of The Property Search Group Signed:  Date: 20/08/2008
--

Information obtained at BIRMINGHAM CITY COUNCIL .
For further information contact The Property Search Group.

ENTRIES RELATING TO LAND AND PREMISES KNOWN AS:

18 WIBERT CLOSE
BIRMINGHAM
B29 7QT

LOCAL LAND CHARGE REGISTER ENTRIES:

1. SMOKE CONTROL ORDER - CITY OF BIRMINGHAM REVOCATION (NO.1) ORDER 1987 DATED 21/09/1987 AND CONSOLIDATION (NO 2) ORDER 1987 DATED 06/11/1987 WHEREBY ALL EXISTING SMOKE CONTROL ORDERS WERE REVOKED AND THE WHOLE OF THE AREA OF THE CITY OF BIRMINGHAM WAS DECLARED TO BE A SMOKE CONTROL AREA.
EFFECTIVE 01/07/1988
REGISTERED 01/01/1988

PLANNING REGISTER ENTRIES SINCE: 01/01/1990

1. NONE

BUILDING REGULATION APPLICATIONS SINCE: 01/03/1990

1. NONE

OTHER DETAILS:

PLEASE NOTE THE FOLLOWING INFORMATION:

INSPECTION OF THE LOCAL AUTHORITY RECORDS HAS NOT REVEALED ANY RELEVANT PLANNING APPLICATIONS RELATING TO THE LAND ADJOINING THE CURTILAGE OF THE ADDRESS SEARCHED SINCE 01/01/2002.

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

1. PLANNING AND BUILDING REGULATIONS

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

(a) a planning permission;

NONE SINCE 01/01/1990

(b) a listed building consent;

NONE SINCE 01/01/1990

(c) a conservation area consent;

NONE SINCE 01/01/1990

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

NONE SINCE 01/01/1990

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

NONE SINCE 01/01/1990

(f) building regulation approvals;

NONE SINCE 01/03/1990

(g) a building regulation completion certificate; and

1.1 (g) - (h) PLEASE REFER TO SEARCH REPORT
INSURANCE POLICY

(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?

PLEASE CONTACT YOUR LOCAL PSG OFFICE

INFORMATIVE:

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.

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.

1.2 Planning Designations & Proposals.

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

THE PROPERTY HAS NO SPECIFIC DESIGNATION
OR PROPOSAL

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

2. ROADS

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

(a) highways maintainable at public expense:

WIBERT CLOSE - YES

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

NONE

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

NONE

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

NONE

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 roadworks?

NO

3.3 Drainage Agreements and Consents

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

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

NO

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

NO

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

3.4 Nearby Road Schemes

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

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

NO

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

NO

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

NO

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

NO

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

NO

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

NO

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

3.5 Nearby Railway Schemes

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

NONE

3.6 Traffic Schemes

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

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

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

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

3.7 Outstanding Notices

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

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

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

3.8 Contravention of Building Regulations

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

NONE REGISTERED

3.9 Notices, Orders, Directions and Proceedings under Planning Acts

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

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

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

(g) a listed building repairs notice;	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:	NONE REGISTERED NONE REGISTERED NONE REGISTERED
(i) a decision to make an entry;	
(ii) or an entry: or	
(c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?	

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

3.13 Radon Gas

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

INFORMATIVE:

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

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

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

A guide containing further information about Radon Affected Areas is available free from DEFRA

PSG and its employees have a business or personal relationship with the following involved in the sale of the property
HIP Provider - HIP BROKERS LTD

SEARCH CODE:

Important Protection

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, and as such they can rely on property search reports compiled by PSG on all residential properties within England and Wales. It sets out minimum standards which organisations compiling and/or selling search reports have to meet. This information is designed to introduce the Search Code to you. By giving you this information, PSG is confirming that they operate to the principles of the Search Code. This provides important protection for you.

The Code's main commitments

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

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

How do PSG handle complaints

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

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

Keeping to the Search Code

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

IMPORTANT INFORMATION

Contact Details

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

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

SEARCH REPORT INSURANCE POLICY FIRST TITLE PLC

1. This summary

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

2. The Insurer

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

3. Type of insurance

The insurance given under the Search Report Insurance Policy protects against actual loss suffered because of any adverse circumstances which existed in the records of an Appropriate body and affected the land at the Policy Date but was not fully disclosed in a personal search report. See coverage statement in paragraph 2 of the policy.

4. What does the policy not cover?

Among others, the insurance given under the Search Report Insurance Policy does not cover:

- . environmental contaminants or hazardous waste on or under the Land
 - . loss or damage arising by reason of enforcement of environmental protection legislation
 - . the existence of radon gas on or under the Land. All of these exclusions are detailed in paragraph 3 of the Search Report Insurance Policy.
- Please read this part of the report carefully

5. Limitations of the Policy

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

6. Cancellation Terms

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

7. Term of the Policy

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

8. Claims

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

9. Queries

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

10. Complaints

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

11. Compensation

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

12. Price

The policy is provided at no cost to the Insured by Property Search Group as part of its service. SRIP/05/07

The Property Search Group - Terms and Conditions

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

1. Definitions and Interpretation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. The Services

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

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

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

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

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

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

3 Charges

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

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

4. Your Obligations

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

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

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

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

5. Cancellation

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

6 Intellectual Property Rights

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

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

7 Limitation of Liability

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

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

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

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

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

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

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

8. Force Majeure

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

9. Assignment

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

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

10. General

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

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

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

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

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

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

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

Crown Legal Services Ltd

High View Cottages
Great Saredon
Wolverhampton
WV10 7LN

Order Date: **Friday, August 15, 2008**
Order No: **20009013**
Customer Ref: **hpo93086**

Severn Trent Searches has carried out enquiries into the following property, in line with its published terms of sale upon request from Crown Legal Services Ltd.

18 WIBERT CLOSE BIRMINGHAM B29 7QT

In response to the enquiry for drainage and water information, this search report was prepared following examination of Severn Trent Water Limited's Records, and other summary Records derived from the original. Severn Trent Searches is responsible for the accuracy of the information contained within the search report.

Question 1

Interpretation of Drainage and Water Enquiry.

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

Question 2

Enquiries and Responses.

The Search Report on the above property was completed on 15 Aug, 2008 by Martin Kitchingman, a technician employed by Severn Trent Searches and complies with the requirements of the Regulations in relation to Drainage and Water Enquires. In the event of any queries about the preparation of this search report, enquiries should be directed to:

enquiries@severntrentsearches.com

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

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

The address for all correspondence is:

**Severn Trent Searches
PO Box 6187
Nottingham
NG5 1LE**

or

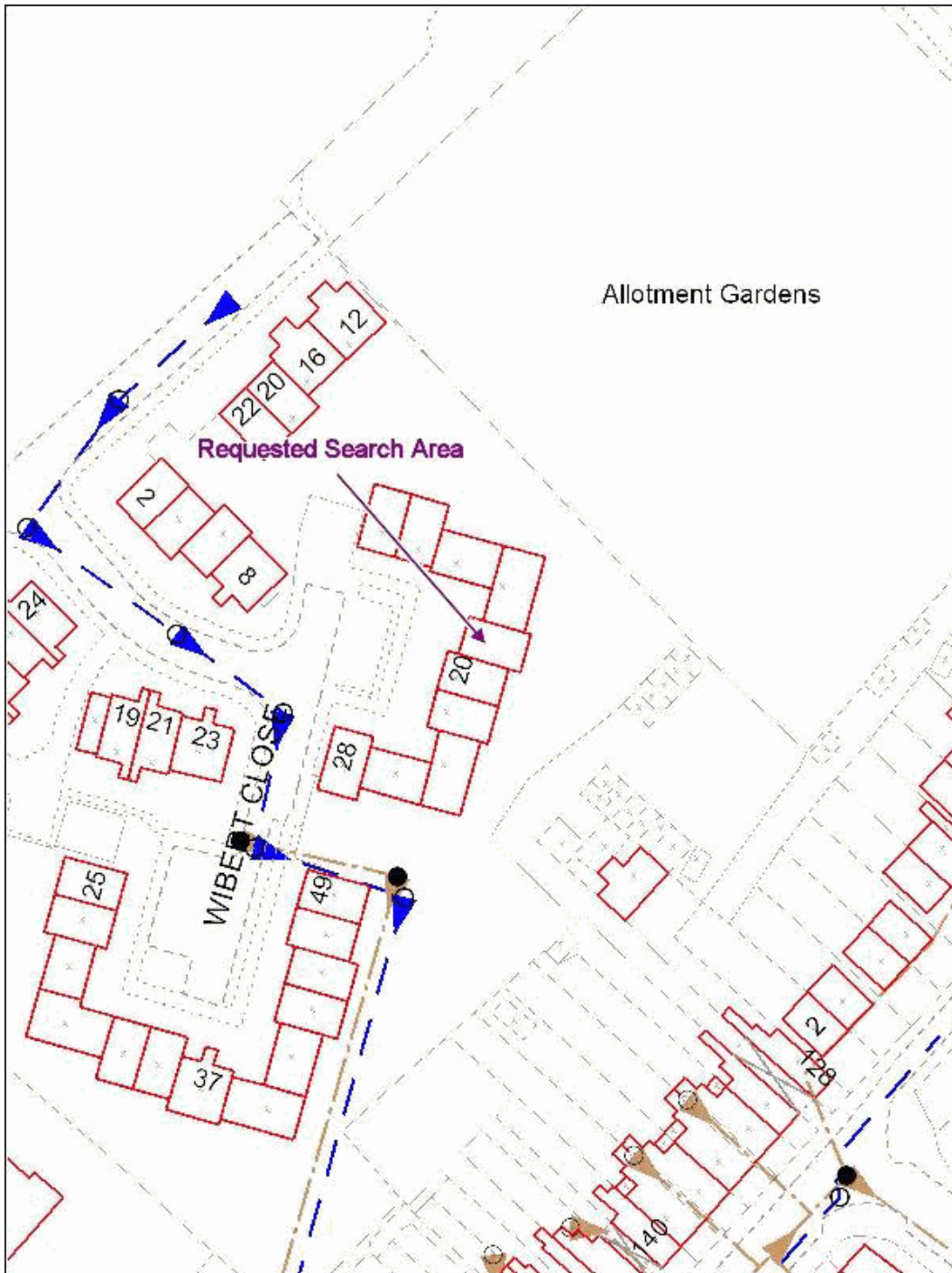
**Severn Trent Searches
DX 723860
Nottingham 43**

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

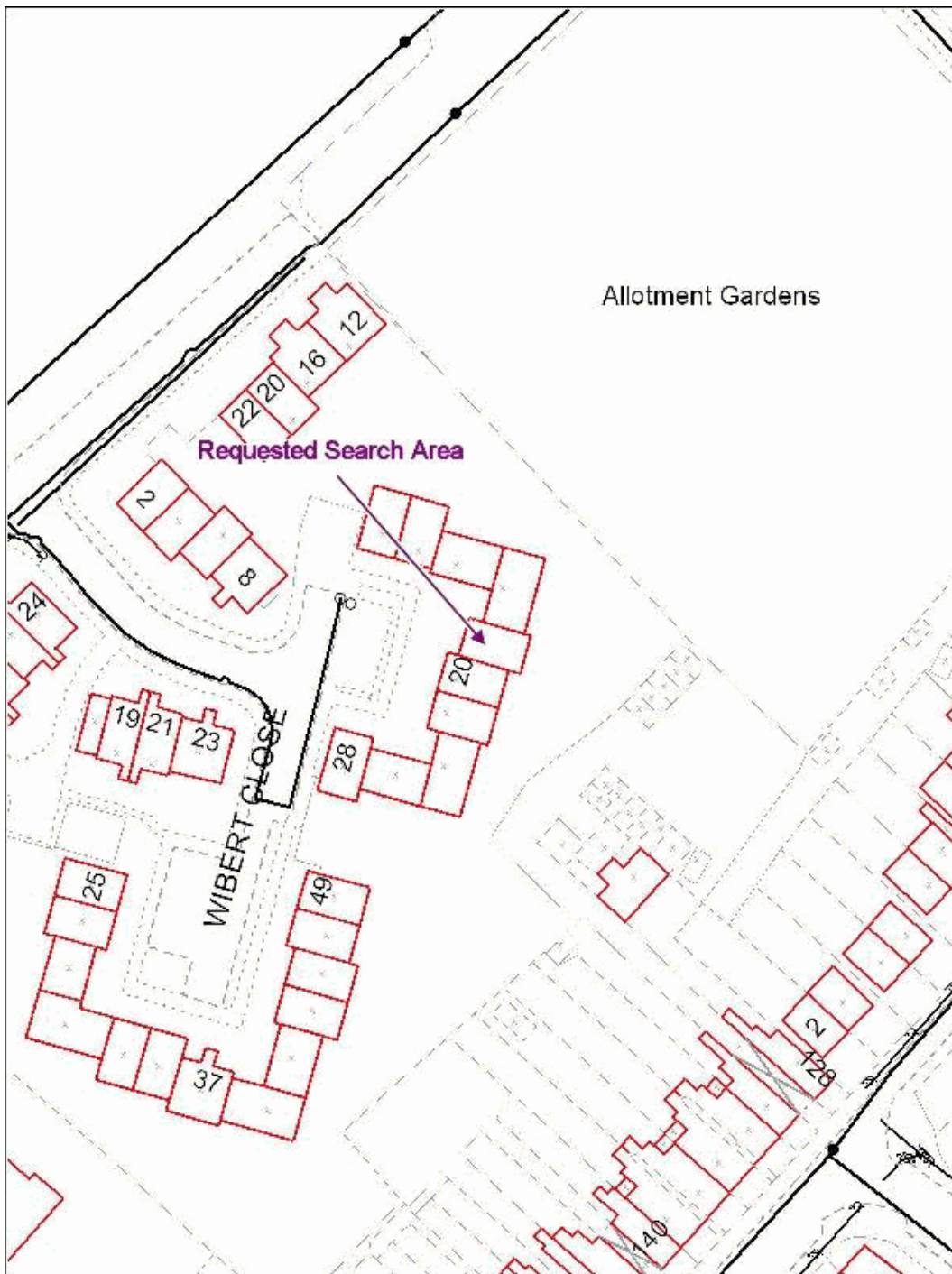
The following 3 classifications have been used to highlight whether or not the response to a particular question is something that would normally be expected or otherwise. The classifications are intended purely as a guide to assist in the understanding of the HIPS Report and do not imply that the property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

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

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



SEWER RECORD			Date of Issue: 08/15/2008	
<p> X Abandoned Gravity Sewer Private Combined Gravity Sewer Private Foul Gravity Sewer Private Surface Water Gravity Sewer Public Combined Water Gravity Sewer Public Foul Gravity Sewer Public Surface Water Gravity Sewer Trunk Combined Gravity Sewer Trunk Foul Use Gravity Sewer Trunk Surface Water Gravity Sewer Abandoned Pressurised Sewer Combined Use Pressurised Sewer Foul Use Pressurised Sewer Surface Water Pressurised Sewer Highway Drain </p>			<p> Blind Shaft Combined Use Manhole Disposal Site Flushing Chamber Foul Use Manhole Grease Trap Head Node Hydrobrake Lamphole Outfall Overflow Penstock Petrol Interceptor Sewage Treatment Works </p>	<p> Sewer Blockage Sewer Chemical Injection Point Sewer Collapse Sewer Junction Sewerage Air Valve Sewerage Hatch Box Point Sewerage Isolation Valve Soakaway Surface Water Manhole Vent Column Waste Water Storage Culverted Watercourse Access Right Sewer Pumping Facility Sewer Facility Connection (Sewer Pumping Facility Inlet/Outlet Sewer Treatment Works Inlet/Outlet) </p>
<p>All Private Sewers are shown in magenta All Section 104 sewers are shown in green, using the same line style as private sewers</p>			<p>18 WIBERT CLOSE BIRMINGHAM B29 7QT</p>	
<p> SEVERN TRENT WATER Severn Trent Water Limited Waterworks Road Edgbaston Birmingham B16 9DD Telephone: 0121 452 3306 </p>			<p> 1. Do not scale off drawing: This plan is furnished as a general guide and no warranty as to its correctness is given or implied. This plan must not be relied upon in the event of excavations or other works in the vicinity of the company's assets. 2. The material contained in this drawing has been based upon the Ordnance Survey Map by SEVERN TRENT WATER Ltd. by permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office. © Crown Copyright - SEVERN TRENT WATER Ltd. - WU298522 3. Document users other than SEVERN TRENT WATER business users are advised that this document is provided for reference purpose only and no further copies should be made from it. </p>	



<p>WATER RECORD</p> <p>Severn Trent Water</p> <p>Severn Trent Water Limited Waterworks Road Edgbaston Birmingham B16 9DD Telephone: 0121 452 3306</p>			<p>Date of Issue: 08/15/2008</p> <p>18 WIBERT CLOSE BIRMINGHAM B29 7QT</p>
<p>— Distribution Main</p> <p>— Trunk Main (Local / Primary)</p> <p>— Strategic Main</p> <p>— Fire Supply Main</p> <p>— Fire Main</p> <p>— Non-Domestic Customer Service Pipe</p> <p>— Domestic Customer Service Pipe</p> <p>— Abandoned Main</p> <p>— Elevated Main</p> <p>— Aquaduct</p> <p>— Duct</p> <p>— Access Right</p> <p>— Cable, Low Voltage</p> <p>— Cable, High Voltage</p> <p>— Cable, Optical Fiber/Instrumentation</p> <p>— Cable, Earthing</p> <p>— Cable, Other</p>	<p>▲ Pumping Facility</p> <p>△ Booster Facility</p> <p>□ Portable Water Storage</p> <p>● Water Tower</p> <p>◆ Well / Borehole</p> <p>◇ Intake</p> <p>□ Treatment Works/Chamber</p> <p>⊕ Draw-Off Tower</p> <p>○ Bowser Point</p> <p>⊠ Water Facility Connection</p> <p>⊕ Water Isolation Valve (Open)</p> <p>⊖ Water Isolation Valve (Closed)</p> <p>⊗ Water Isolation Valve (Partially Open)</p> <p>⊙ Water Air Valve</p> <p>⊘ Pressure Reducing Valve</p> <p>⊙ Pressure Sustaining Valve</p> <p>⊕ Non-Return Valve</p> <p>⊖ Float Valve</p> <p>⊙ Hydrant (Single / Double)</p> <p>⊙ Washout (Single / Double)</p> <p>⊙ Bulk Meter</p> <p>⊙ Water Hatch Box</p> <p>⊙ Pressure Tapping</p> <p>⊙ Insertion Flow Meter Point</p> <p>⊙ Water Chemical Injection Point</p> <p>⊙ Motive Water Point</p> <p>⊙ Quality Sample Plant</p>	<p>⊙ Change in Characteristic</p> <p>⊙ Marker Point</p> <p>⊙ Cable Junction</p> <p>⊙ Anode</p> <p>⊙ Boundary Box</p> <p>⊙ Stop Tap</p> <p>⊙ Cross Piece</p> <p>⊙ Strainer</p> <p>⊙ Listening Post</p> <p>⊙ Revenue Meter</p> <p>⊙ Housing, Building</p> <p>⊙ Housing, Kiosk</p> <p>⊙ Housing, Other</p> <p>⊙ Pipe Support Structure</p> <p>⊙ Open Pipe</p> <p>⊙ Discharge</p> <p>⊙ End Cap</p>	<p>1. Do not scale off drawing: This plan is furnished as a general guide and no warranty as to its correctness is given or implied. This plan must not be relied upon in the event of excavations or other works in the vicinity of the company's assets.</p> <p>2. The material contained in this drawing has been based upon the Ordnance Survey Map by SEVERN TRENT WATER Ltd. by permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office. © Crown Copyright - SEVERN TRENT WATER Ltd. - WU298522</p> <p>3. Document users other than SEVERN TRENT WATER business users are advised that this document is provided for reference purpose only and no further copies should be made from it.</p>

Question 3

Q3

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

Answer 1



Map Provided

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

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

Question 4

Q4

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

Answer 1



Yes

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

Question 5

Q5

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

Answer 1

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

✓
Yes

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

Question 6

Q6

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

Answer 3

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

✓
No

Adoption of the sewers may be possible under Section 102 of the Water Industry Act 1991. Please consult with Severn Trent Water.

Question 7

Q7

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

Answer 3

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

✓
No

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

Question 8

Q8

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

Answer 1



Yes

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

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.

Question 9

Q9

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

Answer 3



No

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

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

Question 10

Q10

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

Answer 1



Map Provided

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

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

Question 11

Q11

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

Answer 2



No

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

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

Question 12

Q12

Who are the Sewerage and Water Undertakers for the area?

Answer 1



See Answer

The Sewerage Undertakers for the area are:

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

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

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

The Water Undertakers for the area are:

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

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

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

Question 13

Q13

Is the property connected to mains water supply?

Answer 1

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



Yes

Question 14

Q14

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

Answer 2

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



No

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

Question 15

Q15

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

Answer 1

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



Measured

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

Question 16

Q16

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

Answer 5



No

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

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

Question 17

Q17

Is a surface water drainage charge payable?

Answer 1



Yes

Records confirm that a surface water drainage charge is payable for the property of £26.49 for the current financial year.

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

Question 18

Q18

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

Answer 2



See Details

Records indicate that the property is served by a water meter, which is located within the dwelling-house which is or forms part of the property, and in particular is located; "(TP/FC 03324910) KITCHEN".

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

Question 19

Q19

Who bills the property for sewerage services?

Answer 1



See Details

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

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

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

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

Question 20

Q20

Who bills the property for water services?

Answer 1



See Details

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

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

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

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

Question 21

Q21

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

Answer 3



No

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

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

Question 22

Q22

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

Answer 3



No

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.

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

Question 23

Q23

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

Answer 1



Pass

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

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

Question 24

Q24

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

Answer 1



N/A

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

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

Question 25

Q25

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

Answer 1



See Details

The nearest sewage treatment works is 7.938 KM to the West of the property. The name of the nearest sewage treatment works is Nunnington .

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

Appendix 1

Terms and Expressions

1. In this report

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

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

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

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

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

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

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

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

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

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

(b) is not a public sewer;

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

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

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

"lateral drain" means -

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

(b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under Section 104 of that Act[65];

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

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

(a) from the date of issue of a certificate by a Sewerage Undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that Undertakers satisfaction; and

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

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

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

"public sewer" means, subject to Section 106(1A) of the 1991 Act[68], a sewer for the time being vested in a Sewerage Undertaker in its capacity as such, whether vested in that Undertaker -

(a) by virtue of a scheme under Schedule 2 to the Water Act 1989[69];

(b) by virtue of a scheme under Schedule 2 to the 1991 Act[70];

(c) under Section 179 of the 1991 Act[71]; or

(d) otherwise;

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

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

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

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

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

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

"water main" means (subject to Section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a

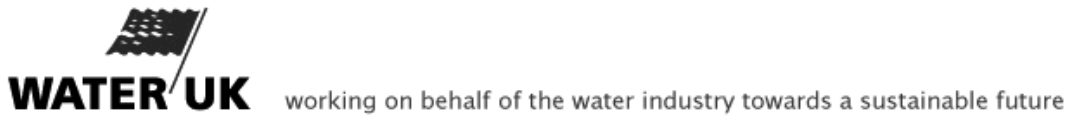
person other than the Water Undertaker, which is used or to be used by a Water Undertaker or licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the Undertaker or supplier, as distinct from for the purpose of providing a supply to particular customers;

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

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

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

"Water Undertaker" means the company appointed to be the Water Undertaker under Section 6(1) of the 1991 Act for the



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

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

Water UK: Residential Drainage and Water Search Complaint Procedure

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

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

We will investigate and research the matter in detail and provide a written response within 5 working days of receipt of your 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 substantive response within 5 working days, Severn Trent Searches will pay you £36.40 (Exc VAT) compensation regardless of the outcome of your complaint.

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

If your search takes us longer than 10 working days to complete 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 resolution.

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

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

Definitions

"The Company" means the water service company or their data service provider producing the Report.

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

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

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

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

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

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

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

Agreement

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

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

The Report

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

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

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

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

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

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

Liability

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

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

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

3.4 The Company shall accept liability for death or personal injury arising from its negligence but in any other case the Company's liability for negligence shall be in accordance with the permitted limit for liability identified in Schedule 6

paragraph 8 of the Regulations. In accordance with Schedule 6 paragraph 7 of the Regulations such liability will be met by The Company or its insurers and The Company has and will maintain an appropriate contract of insurance.

Copyright and Confidentiality

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

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

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

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

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

Payment

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

General

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

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

6.3 Nothing in this notice shall in any way restrict the Customer the Clients or the Purchasers statutory or any other rights of access to the information contained in the Report.

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

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



6. Additional Search Reports



7. Additional Relevant Information



8. Contact Details

This Home Information Pack was compiled by:



In the event of any queries please contact:

PSG Solihull

Tel: 0845 094 4042 Fax: 0845 094 4043
Or email: darren@crownservices.co.uk

Important Information

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

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

The Code's main commitments

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

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

Keeping to the HIP Code

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

Contact Details

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

Property Codes Compliance Board
212 Piccadilly
London
W1J 9HG

Tel: 020 7917 1817
Email: info@propertycodes.org.uk

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



HIPcode

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



www.TheHIPAlliance.com