



Your Home Information pack





INDEX

The index lists all the documents included in your Home Information Pack. Where a document required by the Regulations is unavailable or unobtainable, the index will indicate that the document is missing and the reason why.

The index to your Home Information Pack should be updated whenever the pack or a pack document is added or removed.

Home Information Pack Index

Insert address of property to be sold below and include postcode

5 Premier Court, 100
Monyhull Hall Road
Birmingham
West Midlands
B30 3QJ

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 is updated 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.communities.gov.uk/housing/buyingselling/homeinformation/publicationsabout

PART 1 – General – Required Documents

Please look at each document listed in column 1 and then complete the relevant entry in either column 2 or column 3

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> date on document and any further information	Column 3 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.
1. Index	<input checked="" type="checkbox"/>	22/07/2009
2. Property Information Questionnaire	<input checked="" type="checkbox"/>	22/07/2009
3a. Energy Performance Certificate and Recommendation Report – or:	<input checked="" type="checkbox"/>	02/07/2009
3b. Predicted Energy Assessment	<input type="checkbox"/>	
4. Sustainability Information (New Homes only)	<input type="checkbox"/>	
5. Sale statement	<input checked="" type="checkbox"/>	22/07/2009
Title information		
6. Official copy of the individual register (for registered properties only)	<input checked="" type="checkbox"/>	25/06/2009
7. Official copy of the title plan (for registered properties only)	<input checked="" type="checkbox"/>	25/06/2009
8. Certificate of official search of the index map (for unregistered properties only)	<input type="checkbox"/>	
9. Documents provided by seller to prove title (for unregistered properties only)	<input type="checkbox"/>	

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> date on document and any further information	Column 3 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.
10. 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	<input type="checkbox"/>	
Search reports		
11. Local land charges	<input checked="" type="checkbox"/>	13/07/2009
12. Local enquiries	<input checked="" type="checkbox"/>	13/07/2009
13. Drainage and water enquiries	<input checked="" type="checkbox"/>	30/06/2009

Part 2 – Commonhold properties – Required Documents

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> with date and any further information	Column 3 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.
1. Land Registry individual register and title plan for common parts	<input type="checkbox"/>	
2. Land Registry copy of commonhold community statement	<input type="checkbox"/>	

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> with date and any further information	Column 3 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.
3. Management rules and regulations outside the commonhold community statement	<input type="checkbox"/>	
4. Requests for payment towards commonhold assessment for the past 12 months	<input type="checkbox"/>	
5. Requests for payment towards reserve fund for the past 12 months	<input type="checkbox"/>	
6. Requests for payment towards insurance for common parts for the past 12 months (if separate to commonhold assessment or reserve fund)	<input type="checkbox"/>	
7. Name and address of managing agents and/or other manager (current and any proposed)	<input type="checkbox"/>	
8. Amendments proposed to the commonhold community statement, and other rules	<input type="checkbox"/>	
9. Summary of works affecting the commonhold (current and any proposed)	<input type="checkbox"/>	

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> with date and any further information	Column 3 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.
10. 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 unit-holder in the first 12 months	<input type="checkbox"/>	

Part 3 – Leasehold properties – Required Documents

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> with date and any further information	Column 3 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.
1. 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 	<input checked="" type="checkbox"/>	22/07/2009

PART 4 – Authorised Documents

Home Information Pack document	Included <input checked="" type="checkbox"/> date on document and any further information
Please list any authorised documents that have been included relevant to this property below:	
1.	<input type="checkbox"/>
2.	<input type="checkbox"/>
3.	<input type="checkbox"/>
4.	<input type="checkbox"/>
5.	<input type="checkbox"/>
6.	<input type="checkbox"/>
7.	<input type="checkbox"/>
8.	<input type="checkbox"/>
9.	<input type="checkbox"/>
10.	<input type="checkbox"/>
11.	<input type="checkbox"/>
12.	<input type="checkbox"/>
13.	<input type="checkbox"/>
14.	<input type="checkbox"/>
15.	<input type="checkbox"/>
16.	<input type="checkbox"/>
17.	<input type="checkbox"/>
18.	<input type="checkbox"/>
19.	<input type="checkbox"/>
20.	<input type="checkbox"/>
21.	<input type="checkbox"/>



PROPERTY INFORMATION QUESTIONNAIRE

Property Information Questionnaire

Property Information Questionnaire

Part 1

About this form -

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

If you are the seller, you should be aware -

- Answers given in this form should be truthful and accurate to the best of your knowledge. The questions have been designed to help the smooth sale of your home. Misleading or incorrect answers are likely to be exposed later in the conveyancing process and may endanger the sale.
- Information included in this form does not replace official documents or legal information. You should be prepared to provide such documents on request in support of the answers given in this form.
- If you hold any guarantees for work on your property, your buyer's conveyancer is likely to ask for evidence, which it is in your interests to make available as soon as possible.
- If anything changes to affect the information given in this form prior to the sale of your home, you should inform your conveyancer or estate agent immediately.

If you are an estate agent you should be aware -

- This form should be completed by the seller but it is your responsibility to ensure that it is included in the Home Information Pack.
- The Property Misdescriptions Act 1991 does not apply where the form has been completed solely by the seller.

If you are the buyer you should be aware -

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

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

Where the property being sold is a leasehold property, the seller must also complete Part 2 of this questionnaire.

ALL PROPERTIES

a. The postal address of the property	5 PREMIER COURT 100 MORBYHULL HALL RD B30 3QJ
b. The name of the seller	MRS J. HARPER (MRS P. MASSEY POWELL OF ATTORNEY)
c. The date the PIQ was completed	
1. When was the property purchased?	[] month [1989] year
2. Is your property a listed building or contained in a listed building?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

	Don't know <input type="checkbox"/>
3. What council tax band is the property in? [Note: Buyers should be aware that improvements carried out by the seller may affect the property's council tax banding following a sale]	A B C D E F G H Band: [please select]

4. What parking arrangements exist at your property?	Garage <input checked="" type="checkbox"/> Allocated parking space <input type="checkbox"/> Driveway <input type="checkbox"/> On street <input type="checkbox"/> Resident permit <input type="checkbox"/> Metered parking <input type="checkbox"/> Shared parking <input type="checkbox"/> specify other :
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Other issues affecting the property

5. Has there been any damage to your property as a result of storm or fire since you have owned it? 5a. If "yes", please give details.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/>
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6. If you have answered "yes" to question 5, was the damage the subject of an insurance claim? 6a. If "yes", please state whether any of these claims are outstanding.	Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/>
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7. Are you aware of any flooding at your property since you have owned it or before? 7a. If "yes", please give details.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
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8. Have you checked the freely available flood risk data at the Environment Agency's website (http://www.environment-agency.gov.uk/subjects/flood/)? 8a. If "yes", please give details.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/>
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<p>8b. If "no" the buyer is advised to check the Environment Agency website for an indication of flood risk in the area.</p>	
<p>9. Has there been any treatment of or preventative work for dry rot, wet rot or damp in the property since you have owned the property?</p> <p>9a. If "yes", please give details of any guarantees relating to the work and who holds the guarantees.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p>

Utilities and Services

<p>10. Is there central heating in your property?</p> <p>10a. If "yes", please give details of the type of central heating (examples: gas-fired, oil fired, solid fuel, liquid gas petroleum).</p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p> <p>ECONOMY 7 STORAGE HEATERS ALL ELECTRIC NO GAS</p>
<p>11. When was your central heating or other primary heating system last serviced?</p>	<p>Last serviced available [year] a report is/is not available</p> <p>Not serviced <input checked="" type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p>
<p>12. When was the electrical wiring in your property last checked?</p>	<p>Last serviced available [year] a report is/is not available</p> <p>Not checked <input checked="" type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p>

13. Please indicate which services are connected to your property:

Services	Connected
Electricity	<input checked="" type="checkbox"/>
Gas	<input type="checkbox"/>
Water mains or private water supply	<input checked="" type="checkbox"/>
Drainage to public sewer (<i>if not connected please indicate whether there is a cesspool or septic tank</i>)	<input checked="" type="checkbox"/>
Telephone	<input checked="" type="checkbox"/>
Cable TV or Satellite	<input type="checkbox"/>
Broadband	<input type="checkbox"/>

Changes to the property

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

Yes

No

Don't know

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

14b. Was building regulation approval obtained?

Yes

No

Don't know

14c. Was planning permission obtained?

Yes

No

Don't know

14d. Was listed building consent obtained?

Yes

No

Don't know

If the response was "no" for any of (b) to (d), please state why not (e.g. "not required" or "work completed under approved person scheme").

<p>15. Have you had replacement windows, doors, patio doors or double glazing installed in your property?</p> <p>15a. If "yes", please give details of changes and guarantees, if held.</p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p> <p>FENUSA + GUARANTEE WITH SOLICITOR ANITA RYDER BOURNE JAFFA + CO 1 REDDITCH RD KINGS NORTON B38 8RD</p>
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Access

<p>16. Do you have right of access through any neighbouring homes, buildings or land?</p> <p>16a. If "yes", please give details.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p>
<p>17. Does any other person have a right of access through your property?</p> <p>17a. If "yes", please give details.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p>

Leasehold properties

<p>18. Is your property a leasehold property?</p> <p>If "yes" complete Part 2 of this questionnaire. If "no" there is no need to complete Part 2 of this questionnaire.</p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>
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PART 2: LEASEHOLD PROPERTIES

Additional information for leasehold properties

<p>19. What is the name of the person or organisation to whom you pay -</p>	<p>REFER TO SOLICITOR SEE 15(a)</p>
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<p>19a. ground rent; and 19b. service charges (if different from (a) above)?</p>	<p>SERVICE CHARGE TO FEDERAL MANAGEMENT SERVICES TO INCLUDE GROUP RENT</p>
<p>20. How many years does your lease have left to run?</p>	<p>REFER TO SOLICITOR SEE 15(19)</p>
<p>21. How much is your current annual ground rent?</p>	<p>£ 30</p>
<p>22. How much is your current annual service charge?</p>	<p>£ 1436.91</p>
<p>23. How much is your current annual buildings insurance premium (if not included in the service charge)?</p>	<p>INCLUDED IN SERVICE CHARGE</p>
<p>24. Are you aware of any proposed or ongoing major works to this property?</p> <p>24a. If "yes", what type of works are they and what is the expected cost relating to this property (if known)?</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/></p>
<p>25. Does the lease prevent you from -</p> <p>25a. Sub-letting?</p> <p>25b. Keeping pets?</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/></p>
<p>26. Does the lease allow you to:</p> <p>26a. Use a car park or space?</p> <p>26b. Have access to a communal garden (where applicable)?</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/></p>
<p>27. Leases often permit or prevent certain types of activity relating to the use of the property, those referred to in question (25) are examples. Are there any other conditions or restrictions in the lease which could significantly impact on a person's use of the property?</p> <p>27a. If "yes", please specify.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <input checked="" type="checkbox"/></p>

Explanatory Notes to Numbered Items

19. The landlord will normally be the person to whom the ground rent is payable, although it is possible that an agent may be employed to collect this on the landlord's behalf. The person or the organisation to whom the service charge is payable may be your landlord or head landlord or a residents' management company – you should find the landlord's details on your latest service charge demand. It is also possible that an agent has been employed to collect service charges on their behalf.
20. The number of years is calculated by taking the original number of years the lease was granted for and deducting the number of years that have expired since the lease was first granted.
21. This information will be found in the lease.
22. This information will be found on the previous year's service charge demands.
24. Leaseholders should have been notified of this as part of the required consultation process where their contribution towards the work exceeds £250.

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



ENERGY PERFORMANCE CERTIFICATE

The Energy Performance Certificate (EPC) provides a performance rating in terms of the property's energy efficiency and environmental impact. The document also includes measures which could be adopted to improve the energy efficiency of the property.

Energy Performance Certificate



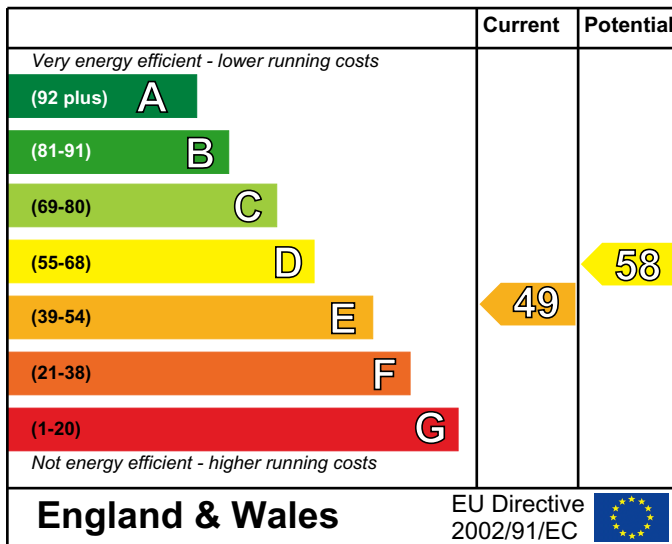
5 Premier Court
100, Monyhull Hall Road

Dwelling type: Semi-detached bungalow
Date of assessment: 27 June 2009
Date of certificate: 29 June 2009
Reference number: 0963-2843-6063-0121-4215
Total floor area: 61 m²

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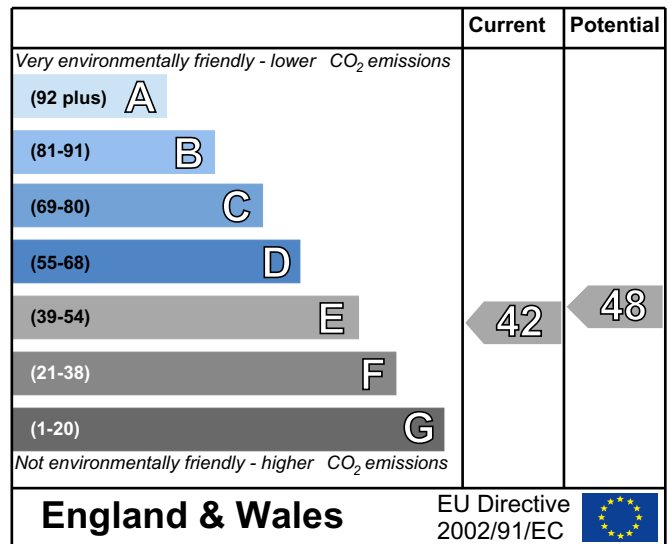
This home's performance is rated in terms of the energy use per square metre of floor area, energy efficiency based on fuel costs and environmental impact based on carbon dioxide (CO₂) emissions.

Energy Efficiency Rating



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

Environmental Impact (CO₂) Rating



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

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

	Current	Potential
Energy use	530 kWh/m ² per year	463 kWh/m ² per year
Carbon dioxide emissions	4.9 tonnes per year	4.2 tonnes per year
Lighting	£60 per year	£31 per year
Heating	£501 per year	£408 per year
Hot water	£135 per year	£135 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 savings recommendations will evolve.

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



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

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

Certification mark

About this document

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

Assessor's accreditation number: ECMK201286
Assessor's name: Mr Russell Thompson
Company name/trading name: BBT Energy Assessors
Address: 200 Chester Road North Sutton Coldfield
West Midlands B73 6SH
Phone number: 07971 898 793
Fax number: 0
E-mail address: bbtassessors@aol.com
Related party disclosure: I am not related to the buyer nor seller

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

Details of the assessor and the relevant accreditation scheme are as above. You can get contact details of the accreditation scheme from their web site at www.ecmk.co.uk together with details of their procedures for confirming authenticity of a certificate and for making a complaint.

About the building's performance ratings

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

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

Buildings that are more energy efficient use less energy, save money and help protect the environment. A building with a rating of 100 would cost almost nothing to heat and light and would cause almost no carbon emissions. The potential ratings 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 everyday measures that will save money, improve comfort and reduce the impact on the environment. Some examples are given at the end of this report.

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

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

Recommended measures to improve this home's energy performance

5 Premier Court
100, Monyhull Hall Road

Date of certificate: 29 June 2009
Reference number: 0963-2843-6063-0121-4215

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B30 3QJ

Summary of this home's energy performance related features

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

Element	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Cavity wall, as built, insulated (assumed)	Good	Good
Roof	Pitched, 150 mm loft insulation	Good	Good
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, off-peak	Poor	Poor
Lighting	Low energy lighting in 10% of fixed outlets	Poor	Poor

Current Energy efficiency rating

E 49

Current environmental impact (CO₂) rating

E 42

Low and zero carbon energy sources

None

Recommendations

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

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvement	
		Energy efficiency	Environmental impact
1. Increase loft insulation to 270 mm	£28	E 51	E 44
2. Low energy lighting for all fixed outlets	£18	E 52	E 44
Sub-total	£46		
Higher cost measures			
3. Fan-assisted storage heaters	£75	D 58	E 48
Total	£121		

Potential Energy efficiency rating **D 58**

Potential environmental impact (CO₂) rating **E 48**

Further measures to achieve even higher standards

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

4. Solar water heating	£48	D 62	E 51
5. Solar photovoltaic panels, 2.5 kWp	£167	C 75	D 63

Enhanced Energy efficiency rating **C 75**

Enhanced environmental impact (CO₂) rating **D 63**

Improvements to the energy efficiency and environmental impact ratings will usually be in step with each other. However, they can sometimes diverge because reduced energy costs are not always accompanied by a reduction in carbon dioxide (CO₂) emissions.

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

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

Lower cost measures (typically up to £500 each)

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

1 Loft insulation

Loft insulation laid in the loft space or between roof rafters to a depth of at least 270 mm will significantly reduce heat loss through the roof; this will improve 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. Further information about loft insulation and details of local contractors can be obtained from the National Insulation Association (www.nationalinsulationassociation.org.uk).

2 Low energy lighting

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

Higher cost measures (typically over £500 each)

3 Fan assisted storage heaters

Modern storage heaters are 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. 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 scheme¹, and can therefore self-certify the work for Building Regulation compliance. Ask a qualified electrical heating engineer to explain the options which might also include switching to other forms of electric heating.

About the further measures to achieve even higher standards

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

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

4 Solar water heating

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

5 Solar photovoltaic (PV) panels

A solar PV system is one which converts light directly into electricity via panels placed on the roof with no waste and no emissions. This electricity is used throughout the home in the same way as the electricity purchased from an energy supplier. The British Photovoltaic Association has up-to-date information on local installers who are qualified electricians and on any grant that may be available. Planning restrictions may apply in certain neighbourhoods and you should check this with the local authority. Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is appropriately qualified and registered as such with a competent persons scheme¹, and can therefore self-certify the work for Building Regulation compliance.

What can I do today?

Actions that will save money and reduce the impact of your home on the environment include:

- Ensure that you understand the dwelling and how its energy systems are intended to work so as to obtain the maximum benefit in terms of reducing energy use and CO₂ emissions.
- Check that your heating system thermostat is not set too high (in a home, 21° C in the living room is suggested) and use the timer to ensure you only heat the building when necessary.
- Make sure your hot water is not too hot - a cylinder thermostat need not normally be higher than 60° C.
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g for mobile phones) turned on when you are not using them.
- Close your curtains at night to reduce heat escaping through the windows.
- If you're not filling up the washing machine, tumble dryer or dishwasher, use the half-load or economy programme.

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



SALE STATEMENT

This document contains details of the property for sale.

Sale Statement

Insert address (or plot number) of property to be sold below and include postcode.

5 Premier Court
100 Monyhull Hall Road
Birmingham
West Midlands
B30 3QJ

About this form:

- 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.
- Someone else can complete this form on behalf of a seller.
- If the property has not yet been completed or converted, please answer the questions as if the property has been completed or converted.
- 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

- 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) or <input checked="" type="checkbox"/> House (incl. bungalow)
2. If it is a flat, what type of building is it in?	<input type="checkbox"/> Purpose built block <input type="checkbox"/> Converted house or <input type="checkbox"/> Conversion of commercial premises
3. The property is (or will be):	<input type="checkbox"/> Freehold <input type="checkbox"/> Commonhold <input checked="" type="checkbox"/> Leasehold starting (or likely to start) from 1 July 1989 and with 78 years left on the lease
4. The title to the interest in the property being sold is:	<input type="checkbox"/> 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	Mrs Pauline Massey

Statement	
6. The capacity of the seller	<input type="checkbox"/> The owner or owners <input type="checkbox"/> A representative with the necessary authority to sell the property for an owner who has died <input checked="" type="checkbox"/> A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney) <input type="checkbox"/> Other (please give details):
7. The property is being sold:	<input checked="" type="checkbox"/> With vacant possession <input type="checkbox"/> Section 171((2) of the Housing Act 2004 applies and part to the property is not being sold with vacant possession. Explanation of circumstances as follows:



EVIDENCE OF TITLE

This contains official copies of the documents that comprise the legal title to the property giving evidence of ownership and of the rights and obligations which affect the property.

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 WM944248

Edition date 09.12.2008

- This official copy shows the entries on the register of title on 25 Jun 2009 at 10:40:31.
- 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 25 Jun 2009.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Coventry Office.

A: Property Register

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

WEST MIDLANDS : BIRMINGHAM

1 (05.12.2008) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being 5 Premier Court, 100 Monyhull Hall Road, Birmingham (B30 3QJ).

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

2 (05.12.2008) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 14 November 2008
Term : 99 years (less three days) from 1 July 1989
Parties : (1) Premier Housing Association Limited
(2) Joyce Gladys Harper

3 (05.12.2008) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.

4 (05.12.2008) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.

5 (05.12.2008) The landlord's title is registered.

6 (05.12.2008) The registrar has not seen any consent to the grant of this sub-lease that the superior lease, out of which it was granted, may have required.

Title number WM944248

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 (05.12.2008) PROPRIETOR: JOYCE GLADYS HARPER of 5 Premier Court 100 Monyhull Hall Road, Kings Norton, Birmingham B30 3QJ.
- 2 (05.12.2008) The price, other than rents, stated to have been paid on the grant of the lease was £7,176.
- 3 (05.12.2008) RESTRICTION: No deed varying the terms of the registered lease is to be registered without the consent of Bromford Housing Association Limited of 9 Shaw Park Business Village, Shaw Road, Bushbury, Wolverhampton WV10 9LE.

C: Charges Register

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

- 1 (05.12.2008) A Conveyance of the freehold estate in the land in this title and other land dated 15 October 1987 made between (1) The Secretary of State for Social Services (Vendor) and (2) Bromford Housing Association Limited (Purchaser) contains the following covenants:-

"For the benefit and protection of Monyhull Hall Hospital (hereinafter called "the retained property") or any part or parts thereof and so as to bind the property hereby conveyed into whosoever hands the same may come the Purchaser HEREBY COVENANTS with the Vendor that the Purchaser and the persons deriving title under it will at all times hereafter observe and perform the restrictions and stipulations set out in the Schedule hereto but so that neither the Purchaser nor those deriving title under it shall be liable for breach of this covenant occurring on or in respect of the property hereby conveyed or any part or parts thereof after it or they shall have parted with all interest therein.

THE SCHEDULE before referred to

Restrictive Covenants

1. No building erected or to be erected on the land hereby conveyed shall be used otherwise than as sheltered residential housing accommodation.
2. Nothing shall be done or permitted on the land hereby conveyed that shall be a nuisance or annoyance to the owners or occupiers of the retained land."

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.

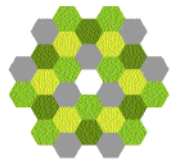
This official copy is issued on 25 June 2009 shows the state of this title plan on 25 June 2009 at 10:40:11. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be 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 7 - *Title Plans*.

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

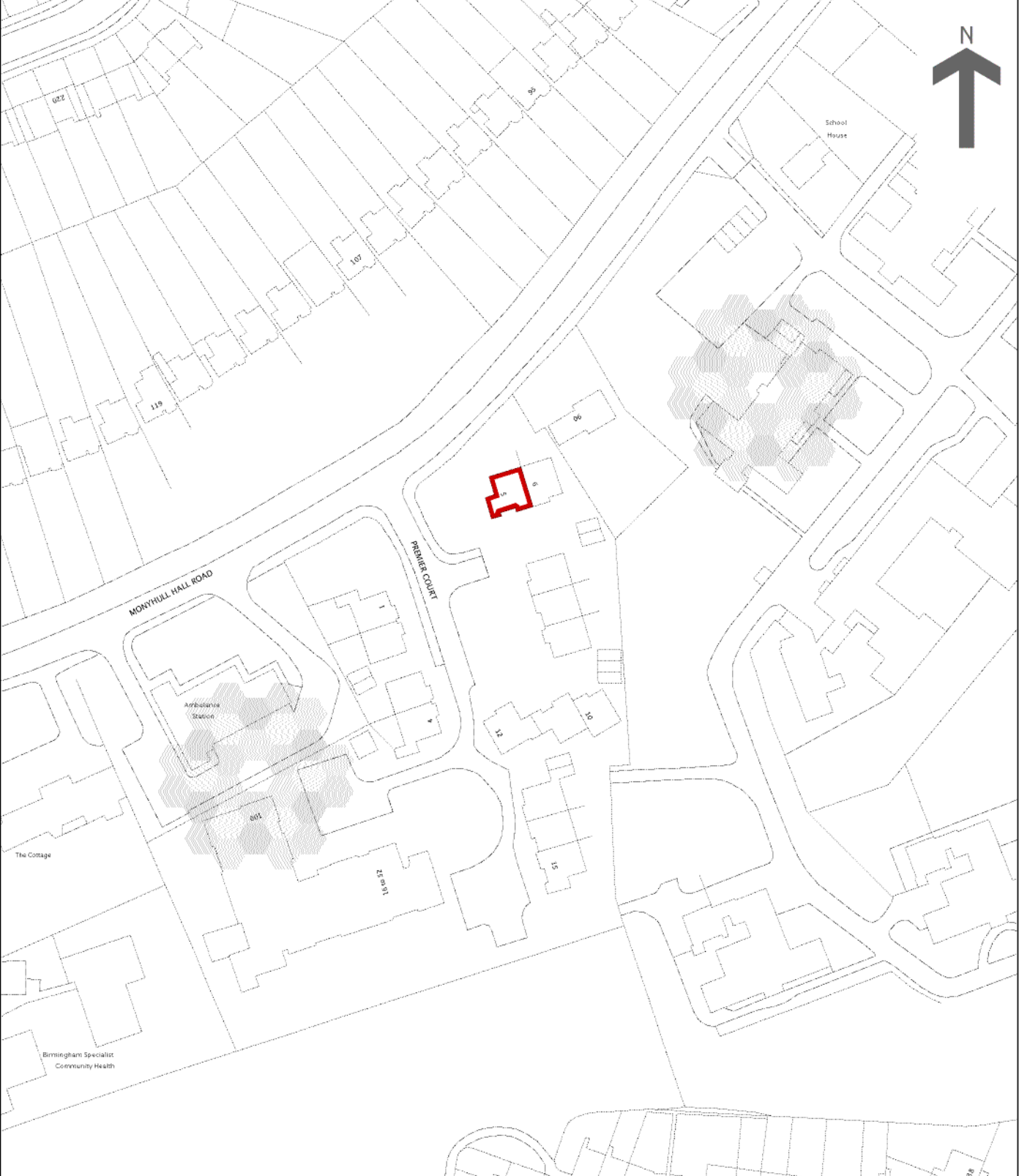


Land Registry Current title plan

Title number **WM944248**
Ordnance Survey map reference **SP0679SW**
Scale **1:1250**
Administrative area **WEST MIDLANDS :**
BIRMINGHAM



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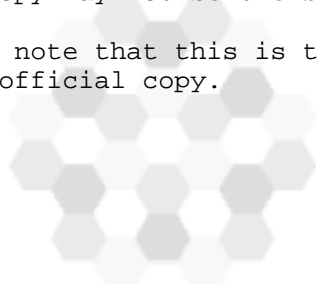
These are the notes referred to on the following official copy

Title Number WM944248

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

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





MANBY STEWARD BOWDLER
SOLICITORS

2/12/08

CERTIFIED A TRUE COPY,
OF THE ORIGINAL

WKBENCENS

BOURNE JAFFA & CO
SOLICITORS
1 Redditch Road
Kings Norton
Birmingham B30 3QJ

Dated the 14th day of November 2008

PREMIER HOUSING ASSOCIATION LIMITED (1)

JOYCE GLADYS HARPER (2)

LEASE

5 PREMIER COURT MONYHULL ROAD
KINGS NORTON BIRMINGHAM B30 3QJ



SE08

LR1. DATE OF LEASE	14 November 2008
LR2. TITLE NUMBER(S)	<p>LR2.1 Landlord's title number(s)</p> <p>WM47958</p> <p>LR2.2 Other title numbers</p> <p>None</p>
LR3. PARTIES TO THIS LEASE	<p>Landlord</p> <p>PREMIER HOUSING ASSOCIATION LIMITED (IP25769R) whose registered office is at 16A Premier Court, 100 Monyhull Hall Road, Kings Norton, Birmingham B30 3QJ</p> <p>Tenant</p> <p>JOYCE GLADYS HARPER of 5 Premier Court 100 Moneyhull Road Kings Norton Birmingham B30 3QJ</p> <p><i>Other parties</i></p> <p>None</p>
LR4. PROPERTY	<p>In the case of a conflict between this clause and the remainder of this lease, then, for the purposes of registration, this clause shall prevail.</p> <p>Description is contained in the definition of "Unit" in the Particulars to this Lease</p>
LR5. PRESCRIBED STATEMENTS ETC.	None.

LR6. TERM FOR WHICH THE PROPERTY IS LEASED	The term is as follows: 99 years (less three days) from 1 st July 1989
LR7. PREMIUM	£ 7,176-53
LR8. PROHIBITIONS OR RESTRICTIONS ON DISPOSING OF THIS LEASE	This lease contains a provision that prohibits or restricts dispositions.
LR9. RIGHTS OF ACQUISITION ETC	<p>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>None.</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>none</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p>
LR10. RESTRICTIVE COVENANTS GIVEN IN THIS LEASE BY THE LANDLORD IN RESPECT OF LAND OTHER THAN THE PROPERTY	None.

<p>LR11. EASEMENTS</p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>Second Schedule.</p> <p>LR11.12 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>Third Schedule.</p>
<p>LR12. ESTATE RENTCHARGE BURDENING THE PROPERTY</p>	<p>None</p>
<p>LR13. APPLICATION FOR STANDARD FORM OF RESTRICTION</p>	<p>The Parties to this lease apply to enter the following standard form of restriction against the title of the Property:</p> <p>"No deed varying the terms of the registered lease is to be registered without the consent of Bromford Housing Association Limited of 9 Shaw Park Business Village, Shaw Road, Bushbury, Wolverhampton WV10 9LE"; or such other person entitled to the reversion immediately expectant on the determination of the Headlease.</p>
<p>LR14. DECLARATION OF TRUST WHERE THERE IS MORE THAN ONE PERSON COMPRISING THE TENANT</p>	<p>Not applicable</p>

H M LAND REGISTRY
Land Registration Acts 1925 - 2002

County and District: West Midlands - Birmingham
Title Number: WM479598
Property: Land at Monyhull Hall Road, Kings Norton,
Birmingham
Date :

PARTICULARS

Landlord: **PREMIER HOUSING ASSOCIATION LIMITED**
(925769R) whose registered office is situate at 16A
Premier Court Monyhull Road Kings Norton
Birmingham B30 3QJ

Tenant : **JOYCE GLADYS HARPER** of 5 Premier Court 100
Moneyhull Road Kings Norton Birmingham B30 3QJ

Headlease: A Lease of the Property dated 23rd August 1989
made between Bromford Housing Association Limited
("the Association") and the Landlord

The Property: All that land at Monyhull Hall Road, Kings Norton,
Birmingham all of which land is registered at the
Coventry District Land Registry under Title Number
WM479598

Unit: One residential unit comprising Bungalow Number
5 which is shown edged red on the attached plan and
includes the fixtures and fittings therein

The Common Parts: Any fences, boundary walls, hedges, gardens, car
parking areas, footpaths, driveways, roads communal
lounges and other areas on the Property other than
upon which units are constructed which are intended
to be or are capable of being enjoyed or used by the
Tenant in common with the Tenants of the other units
in the Property

Elderly Person: elderly retired persons or such other person approved
by the Association who shall qualify in accordance
with the objects and criteria established by the
Association from time to time but which in no event
shall include any person under the age of 55 years at
the date hereof

RPI: the United Kingdom General Index of Retail Prices or
in the event that such ceases to be published (as to
which the Landlord's decision shall be conclusive) or if
the said index or the basis on which it is calculated or

published is altered to a material extent (as to which the Landlord's decision shall be conclusive) then the Landlord may give written notice to the Tenant of some other published Index of General Prices or the value of money as a substituted Index and in that case the substituted index so selected shall thereupon be the RPI

The Term: the term hereby granted

The Person: includes a company corporation or other body legally capable of holding land

The Building: any building constructed on the Property

RPI on Commencement Date: 115.6

Premium: the sum of £

Specified Proportion 1.74% or such other percentage as the Landlord shall in its absolute discretion determine

Commencement Date: 1st July 1989

Expressions relating to the payment of a service charge are defined in Clause 7 of this Lease

THIS UNDERLEASE which is made on the date specified above

RECITES THAT:

- 1 The Landlord is an Industrial and Provident Society registered under the Industrial and Provident Societies Act 1965 under Number 25769R
- 2 The Landlord is or will be registered at H M Land Registry as proprietor with absolute title to the leasehold interest in the Property
- 3 The Landlord has previously granted or intends to grant leases of all the units in the Building subject to the Mutual Covenants set out in the First Schedule with the intention that any Tenant for the time being of a unit in the Building may be able to enforce the observance of the covenants by the Tenant of any other unit in the Building

AND NOW WITNESSES as follows:

- 1
 - 1.1 References to "the Landlord" and "the Tenant" shall include the successors in title of them respectively and successors in title in relation to the Tenant has the same meaning which that expression bears in sub-section 9(1)(a) of the Perpetuities and Accumulation Act 1964
 - 1.2 The expressions set out in the left hand column of the Particulars on the first page of this Lease shall have the meanings assigned to them by the right hand column of those Particulars
 - 1.3 Where the Tenant is more than one person the covenants on the part of the Tenant shall be joint and several covenants
 - 1.4 The singular includes the plural and the masculine includes the feminine and neuter and vice versa
 - 1.5 References herein to any statute or any section of any statute include a reference to any statutory amendment modification or re-enactment thereof for the time being in force
- 2 In consideration of the Premium (receipt of which the Landlord hereby acknowledges) and the Tenant's covenants reserved and contained below the Landlord **HEREBY DEMISES** the Unit to the Tenant with Full Title Guarantee **TOGETHER WITH** the easements rights and privileges mentioned in the Second Schedule subject as therein

mentioned **EXCEPT AND RESERVING** the rights set out in the Third Schedule **TO HOLD** the Unit to the Tenant for the term of ninety nine years (less three days) from the Commencement Date yielding and paying therefore the rent of £30.00 per annum which shall be increased every five years from the Commencement Date to a sum equal to £30.00 increased by the same percentage increase as the RPI from the RPI on Commencement Date to the RPI last published prior to the expiry of the relevant five year period such rent to be paid by equal monthly payments in advance on the first day of each month the first payment to be made on the date hereof

3 The Tenant hereby COVENANTS with the Landlord :

- 3.1 To pay the rent and all other monies due hereunder at the times and in the manner mentioned above without deduction provided always if and whenever the rent or any other monies due hereunder to the Landlord shall at any time be unpaid for a space of 28 days after becoming payable the same shall until paid bear interest calculated on a day to day basis at an annual rate of 2% above the Base Rate of Barclays Bank plc for the time being in force
- 3.2 To pay and discharge all existing and future rates taxes assessments and outgoings whatsoever now or at any time during the term payable in respect of the Unit or any part thereof or by the owner or Tenant thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of any property of which the Unit forms a part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Unit
- 3.3 To pay the Service Charge in accordance with Clause 7
- 3.4 To keep the interior of the Unit and the glass in the windows and doors (if any) of the Unit and the interior faces (including plaster and other internal coverings or lining and any floor boards tiling and screeding) of the walls ceilings and floors of the Unit and all radiators and water and sanitary apparatus and gas and electrical apparatus of the Unit and all pipes drains and wires which are in the Unit and are enjoyed or used only for the Unit and for other units in the Building and the fixtures and appurtenances of and belonging to the Unit clean and in good and substantial repair and condition (damage by fire or other risks insured under clause 5.2 excepted unless such insurance shall be vitiated by any act or default of the Tenant)
- 3.5 As often as is reasonably necessary and in the last month of the term however determined in a proper and workmanlike manner (and in the last month of the term in colours approved by the Landlord) to paint paper treat and generally

- decorate in a style appropriate to property of a like character all the inside of the Unit previously or usually so painted papered treated and decorated
- 3.6 Forthwith to repair and make good any damage to the Common Parts caused by the Tenant or the Tenant's family servants or licensees or by any other person under the control of the Tenant in such manner as the Landlord shall direct and to its reasonable satisfaction
- 3.6.1 Not to make any alterations or additions to the exterior of the Unit or any structural alterations or structural additions to the interior of the Unit nor to erect any new buildings thereon nor in any way to interfere with the outside of the Building nor to remove any of the Landlord's fixtures from the Unit
- 3.6.2 Not to make any alteration or addition of a non-structural nature to the interior of the Unit without the previous written consent of the Landlord such consent not to be unreasonably withheld
- 3.7 To execute and do at the expense of the Tenant all such works and things whatever as may at any time during the term be directed or required by any national or local or other public authority to be executed or done upon or in respect of the Unit or any part thereof provided always that the Tenant shall not be liable by virtue of this sub-clause to execute or do any works which fall within the scope of Clause 5.3 of this Underlease
- 3.8 Promptly to serve on the Landlord a copy of any notice order or proposal relating to the Unit and served on the Tenant by any national local or other public authority
- 3.9 To pay all costs charges and expenses (including solicitor's costs and surveyor's fees) incurred by the Landlord for the purpose of or incidental to the preparation and service of a Notice under Section 146 or Section 147 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief by the Court or otherwise incurred by the Landlord in respect of any breach of covenant by the Tenant hereunder or in respect of any application to the Landlord from the Tenant pursuant to any of the provisions hereof
- 3.10 To obtain all licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Tenant on the Unit or any part thereof or in respect of any user thereof during the term
- 3.11 To permit the Landlord and its surveyor or agent at all reasonable times on notice to enter the Unit to view the condition thereof and to commence and diligently proceed to make good all defects and wants of repair of which notice in writing is

given by the Landlord to the Tenant and for which the Tenant is liable under this Underlease within three months after the giving of such notice

- 3.12 If the Tenant shall at any time make default in the performance of any of the covenants herein contained relating to repair it shall be lawful for the Landlord (but without prejudice to the right of re-entry under clause 6.1 of this Underlease) following reasonable notice except in case of emergency to enter upon the Unit and repair the same in accordance with those covenants and the expense of such repairs including surveyors' fees shall be repaid by the Tenant to the Landlord on demand
- 3.13 At all reasonable times during the term on notice to permit the Landlord and lessees of other Units in the Building with workmen and others to enter the Unit for the purpose of repairing and adjoining or neighbouring units and for the purpose of repairing maintaining and replacing all sewers drains pipes cables gutters wires party structures or other conveniences belonging to or serving the same the party so entering making good any damage thereby caused to the Unit
- 3.14 At the expiration or sooner determination of the term peaceably to yield up the Unit to the Landlord provided that damage by fire or other risks insured under Clause 5.2 is excepted from the Tenant's liability under this sub-clause unless the insurance money is irrecoverable by reason of any act or default of the Tenant
- 3.15
- 3.15.1 Not to assign underlet mortgage charge or part with possession of part only of the Unit and not to dispose or part with possession of the whole of the Unit otherwise than in accordance with the provisions of sub-clauses 3.15.2 and 3.15.3 hereto
- 3.15.2 Not to mortgage or charge the whole of the Unit without the previous written consent of the Landlord such consent not to be unreasonably withheld provided always that no consent shall be required to a first mortgage or first charge of the whole of the Unit (to a building society within the meaning of the Building Societies Act 1962 or to a Bank)
- 3.15.3 Not to assign the whole of the Unit without the previous written consent of the Landlord such consent not to be unreasonably withheld and only to an elderly person and only to a member of the Landlord provided always when considering an application for membership by a prospective assignee of the Tenant the Landlord will act reasonably
- 3.15.4 On every assignment by the Tenant or upon the grant of probate or

letters of administration of the estate to executors or administrators the Tenant executors or administrators (as the case may be) will pay to the Landlord 1% of the sale price of the Unit or in the case of the death of the Tenant (where the Tenant consists of more than one person on the death of the last survivor of them) 1% of the probate valuation or if there is no probate valuation then 1% of the current market value at the date of death of the Unit or in each case the amount required for the reserve payable by the Tenant pursuant to Clause 7.4.2 as reduced pursuant to Clause 7.4.3 hereof whichever is the lower. It is hereby agreed that the Landlord will use the said monies net of any tax payable thereon and its proper expenses to reduce the monies payable by the Tenant to a reserve pursuant to the provision of Clause 7.4.2 hereof provided that there shall be no charge under the provisions of this sub-clause on an assignment by executors or administrators made within two years following the grant of probate or letters of administration upon which payment has been made pursuant to the provisions of this sub-clause

- 3.16 Within one month of any assignment mortgage charge or devolution of the Tenant's interest in the Unit to produce a copy of any formal document of assignment assent or transfer to the Landlord and if there shall be no such formal document a notice and memorandum in writing thereof and in the case of a devolution of the interest of the Tenant taking effect by reason of his death then there shall be produced to the Landlord a copy of the Probate of his Will or Grant of Letters of Administration to his Estate and Death Certificate The Tenant will pay to the Landlord a reasonable fee for the registration of the notice or copy document
- 3.17 To be and to remain a member of the Landlord whilst this Underlease is vested in the Tenant
- 3.18 To provide carpets or such other suitable floor coverings to the floor of the Unit
- 3.19 To repay to the Landlord all costs charges and expenses incurred by it in repairing renewing and reinstating any part of the Building not hereby demised or any part of the Common Parts so far as such repair renewal or reinstatement shall have been necessitated or contributed to by any act neglect or default of the Tenant
- 3.20 Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on the Building
- 3.21 To do such acts and things as may reasonably be required by the landlord to

prevent any easement or right belonging to or used with the Unit from being obstructed or lost and not knowingly to allow any encroachment to be made on or easement acquired over the Unit and in particular not to allow the right of access of light from or over the Unit to any neighbouring property to be acquired

4 The Tenant hereby COVENANTS with the Landlord and with and for the benefit of the occupiers from time to time of the other units in the Building as follows:

4.1 That the Tenant and the persons deriving title under the Tenant will at all times observe the covenants set out in the First Schedule

4.2 That the Tenant and the persons deriving title under the Tenant will at all times comply with such reasonable House Rules as the Landlord may make from time to time relating to such matters as the landlord considers necessary or desirable for the purpose of securing the safety orderliness or cleanliness of the Building or the Common Parts or the comfort or conveniences of the Tenant of the Building or the efficient or economical performance by the Landlord of its obligations under this Underlease

5 The Landlord hereby COVENANTS with the Tenant as follows:-

5.1 That the Tenant paying the rents hereby reserved and performing and observing the covenants herein contained may peaceably enjoy the Unit during the term without any lawful interruption by the Landlord or any person rightfully claiming under or in trust for it

5.2 That the Landlord will at all times during the term (unless such insurance shall be vitiated by any act or default of the Tenant) keep the Building insured against loss or damage by fire and such other risks as the Landlord may from time to time reasonably determine or the Tenant or the Tenant's mortgagee may reasonably require in some insurance office of repute to its full reinstatement value (including all professional fees and interest cost in connection with any reinstatement and three years loss of rent) and whenever required will produce to the Tenant the insurance policy and the receipt for the last premium for the same and will in the event of the Building being damaged or destroyed by fire or other risks covered by such insurance as soon as reasonably practicable make a claim against the insurers and lay out the insurance moneys in the repair rebuilding or reinstatement of the same

5.3

5.3.1 That (subject to payment of the rent and service charge) the Landlord shall maintain repair and redecorate and renew:

5.3.1.1 the roof foundations and main structure of the Unit and all external parts thereof including all external and

load-bearing walls the windows and all entrance doors on the outside of the Unit (save the glass in any such doors and windows and the interior surfaces of walls) and all parts of the Unit which are not the responsibility of the Tenant under this Underlease

5.3.1.2 the pipes sewers drains wires cisterns and tanks and other gas electrical drainage ventilation and water apparatus and machinery in under and upon the Unit (except such as serve exclusively an individual unit in the Building and except such as belong to the Post Office or any public utility supply authority)

5.3.1.3 the Common Parts

5.3.1.4 any special installations provided including the alarm call system and the door entry system for the Unit

5.4 That subject as aforesaid and so far as practicable the Landlord will keep the Common Parts adequately cleaned and lighted

5.5 That the Landlord will provide a Warden service brief particulars of which are set out in the Fourth Schedule hereto and an alarm call system

PROVIDED THAT:

5.5.1 the Landlord shall not be liable to the Tenant for any failure in or interruption of such services not attributable to its neglect or default; and

5.5.2 the Landlord may add to diminish modify or alter any such service if by reason of any change of circumstances during the term such addition diminution or alteration is in the opinion of the Landlord reasonably necessary or desirable in the interest of good estate management of or for the benefit of the Tenants of the Building

5.6 That every underlease or tenancy of units on the Property hereafter granted by the Landlord shall contain covenants to be observed by the Tenant thereof similar to those set out in the First Schedule hereto and (save in the case of any units which may be let at full rents or fair rents) shall be substantially in the same form as this Underlease

5.7 If so required by the Tenant to enforce the covenants similar to those contained in this Underlease which are or may be entered into by the Tenants of other units on the Property so far as they affect the Unit provided the Tenant indemnifies the Landlord against all costs and expenses of such enforcement and pays on account of such a sum reasonably required by the Landlord

5.8 To pay the rent and otherwise observe and perform the covenants on its behalf to be observed and performed in the headlease except in so far as the Tenant is so obliged under the terms of this Underlease

5.9 That the ground rent described in Clause 2 less the amount payable under the Headlease apportioned to the unit shall be counted towards the Tenants payment of the service charged referred to in Clause 7

6 PROVIDED ALWAYS and it is hereby AGREED as follows:-

6.1 If the rents hereby reserved or any part of them shall be unpaid for 21 days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Tenant shall not be performed or observed then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Unit or any part of them in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the Tenant's covenants or the conditions contained in this Underlease provided always and without prejudice to the landlord's rights hereunder the Landlord shall give reasonable notice to any mortgagee of the Tenant of whom the Landlord has received proper notice pursuant to clause 3.16 hereof before commencing any proceedings for forfeiture of this Lease

6.2 The Landlord shall not be liable for any damage suffered by the Tenant or any member of the Tenant's family or any employee servant or licensee of the Tenant through any defect in any fixture tank pipe wire staircase machinery apparatus or thing in the Unit or through the neglect default or misconduct of any servant employed by the Landlord in connection with the Unit or for any damage to the Unit due to the bursting or overflowing of any pipe tank boiler or drain in the Unit except in so far as any such liability may be covered by insurance effected by the Landlord

6.3 Notwithstanding anything contained in this Underlease the Landlord shall have power without obtaining any consent from or making any compensation to the Tenant to deal as the Landlord may think fit with any other land buildings or units adjoining or near to the Unit and to erect rebuild or heighten on such other land or units any buildings whatsoever whether such building shall or shall not affect or diminish the light or air which may now or at any time during the term be enjoyed by the Tenant or other tenants

6.4 The Landlord shall have power at its discretion to alter the arrangements of the Common Parts provided that after such alteration the access to and amenities of the Unit are not substantially less convenient than before

6.5 Every internal wall separating the Unit from any other part of the adjoining unit shall be party wall severed medially

7 In this Clause the following expressions have the following meanings:-

- 7.1.1 "Account Year" means a year ending on the 31st March
- 7.1.2 "Specified Proportion" means the proportion specified in the Particulars for such other proportion as the Landlord in its absolute discretion determines
- 7.1.3 "the Service Provision" means the sum computed in accordance with sub-clauses (4) (5) and (6) of this Clause
- 7.1.4 "the Service Charge" means the Specified Proportion of the Service Provision
- 7.1.5 "the Surveyor" means the Landlord's professionally qualified surveyor or a person in the employ of the Landlord

7.2 The Tenant hereby covenants with the Landlord to pay the Service Charge during the term by equal payments in advance at the times at which and in the manner in which rent is payable under this Underlease provided always all sums paid to the Landlord in respect of that part of the Service Provision as relates to the reserved referred to in sub-clause 7.4.2 hereof shall be held by the Landlord in trust for the Tenant until applied towards the matters referred to in sub-clause 7.4.2 hereof and all such sums shall only be so applied. Any interest or income of the said sums being held by the Landlord pending application as aforesaid shall (subject to any liability to tax thereon) be added to the said reserve

7.3 The Service Provision in respect of any Account Year shall be computed before the beginning of the Account Year and shall be computed in accordance with sub-clause 7.4 of this clause

7.4 The Service Provision shall consist of a sum comprising:

7.4.1 the expenditure estimated by the surveyor as likely to be incurred in the Account Year by the Landlord upon the matters specified in sub-clause 7.5 of this clause together with

7.4.2 an amount notified to the Landlord under Clause 3.13(c)(ii) of the Headlease as a reserve for or towards such of the matters specified in Sub-Clause 5 as are likely to give rise to expenditure after such Account Year being matters which are likely to arise either only once during the then unexpired terms of this Underlease or at intervals of

- more than one year including (without prejudice to the generality of the foregoing) such matters as the decoration of the exterior of the Building (the said amount to be computed in such manner as to ensure as far as is reasonably foreseeable that the Service Provision shall not fluctuate unduly from year to year)
- 7.4.3 a reduction relating to any unexpended reserve already made pursuant to paragraph 7.4.2 of this Sub-Clause in respect of any such expenditure as aforesaid
- 7.4.4 a reduction relating to the rent payable under Clause 2 less the rent payable under the Headlease apportioned to the Unit
- 7.5 The relevant expenditure reasonably incurred by the Landlord in connection with the repair management maintenance and provision of services for the Unit and shall include (without prejudice to the generality of the foregoing):
- 7.5.1 the costs of and incidental to the performance of the Landlord's covenants contained in Clauses 5.2 and 5.3 provided always costs for the purposes of Clause 5.3.1.4 shall include the full cost of employment of the Warden (including salary national insurance and any other statutory contribution payable by an employer and the cost of accommodation and the cost of any other benefits given to the Warden)
- 7.5.2 the costs of and incidental to compliance by the Landlord with every notice regulation or order of any competent local or other authority in respect of the Unit
- 7.5.3 all reasonable fee charges and expenses payable to a housing association the surveyor any solicitor accountant surveyor valuer architect or other person whom the Landlord may from time to time reasonably employ in connection with the management or maintenance of the Unit including the computation and collection of rent (but not including fees charges or expenses in connection with the effecting of any letting or sale of any units which will be charged separately) including the computation of the service charge the cost of preparation of the account of the Service Charge and if any such work shall be undertaken by an employee of the Landlord then a reasonable allowance for the Landlord for such work
- 7.5.4 any rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description assessed charged imposed or payable on or in

respect of the Unit or on the whole or any part of the Common Parts

7.6 As soon as practicable after the end of each Account Year the Landlord shall determine and certify the amount by which the estimate referred to in paragraph 7.4.1 of Sub-Clause 7.4 of this clause shall have exceeded or fallen short of the actual expenditure in the Account Year and shall supply the Tenant with a copy of the certificate and the Tenant shall be allowed the Specified Proportion of the excess by way of a deduction of equal instalments from the Service Charge over the remaining months of the account year in question or by way of one refund payment if the Landlord so resolves at a General Meeting of its members and the Tenant shall pay the Specified Proportion of the deficiency by way of equal instalments over the remaining months of the Account Year which follows the Account Year in question or on demand if the Landlord so resolves at a General Meeting of its members.

8 The Tenant (being more than one individual) hereby DECLARE that they hold the Unit as beneficial joint tenants/tenants in common

9 The Landlord and the Tenant hereby apply to the Chief Land Registrar to enter a restriction in the following form in the proprietorship register of the Tenants Title:-

"Except under an Order of the Registrar no deed varying the terms of the registered lease is to be registered without the consent of the Association or such other person entitled to the reversion immediately expectant on the determination of the Headlease"

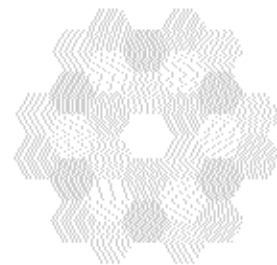
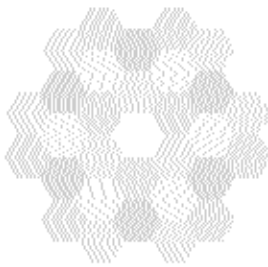
IN WITNESS whereof the Landlord has caused its Common Seal to be hereunto affixed and the Tenant has executed this Deed the day and year first above written



THE FIRST SCHEDULE

Mutual Covenants

- 1 Not to use the Unit nor permit the same to be used for any purpose whatever other than as the Tenant's only or principal residence and as a private residence in single occupation only nor for any purpose from which a nuisance can arise to the Tenants of the other units in the Building or of the units in the neighbourhood nor in any manner which would be inconsistent with the retirement character of the scheme
- 2 Not to do or permit to be done any act of thing which may render void or voidable any policy of insurance the Unit or may cause an increased premium to be payable in respect thereof
- 3 Not to do or permit to be done anything which may cause obstruction in any of the pipes or drains of the Unit



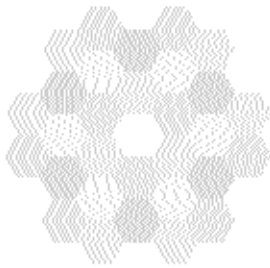
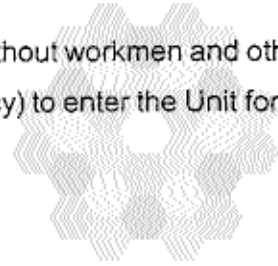
THE SECOND SCHEDULE
Easements Rights and Privileges

- 1 The right for the Tenant and all persons authorised by the Tenant (in common with all other persons entitled to the like right) at all times to use the Common Parts for all purposes incidental to the occupation and enjoyment of the Unit (but not further or otherwise)
- 2 The right to the subjacent and lateral support and to shelter and protection from the other parts of the Building and from the site and roof thereof
- 3 The free and uninterrupted passage and running of water and soil gas and electricity from and to the Unit through the sewers drains and watercourses cables pipes and wires which now are or may at any time hereafter during the term be in under or passing through the Building or any part thereof
- 4 The right for the Tenant with workmen and others as all reasonable times on notice (except in the case of emergency) to enter upon other parts of the Building
 - 4.1 for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires or
 - 4.2 for the purpose of repairing maintaining renewing or rebuilding the Unit or any part of the Building giving subjacent or lateral support shelter or protection to the Unit causing as little disturbance as possible and making good any damage caused

THE THIRD SCHEDULE
Exceptions and Reservations

There are excepted and reserved out of this demise to the Landlord and the lessees of the other units comprised in the Building:

- 1 Easements rights and privileges over along and through the Unit equivalent to those set forth in paragraph 2,3 and 4 of the Second Schedule
- 2 The right for the Landlord and its surveyors or agent with or without workmen and others at all reasonable times on notice (except in case of emergency) to enter the Unit for the purpose of carrying out its obligations under this Lease



THE FOURTH SCHEDULE
Details of Warden Service
The Resident Warden and the Alarm Call System

1 The Role of the Resident Warden

The aim of the Warden is to foster a happy and harmonious environment on the scheme by offering a friendly approach whilst respecting the independence of residents. The Warden has a number of responsibilities which are outlined below and is the main point of contact between residents and Premier Housing Association. The Warden is in regular contact with Premier Housing Association's office staff and will pass on any queries which cannot be dealt with on the scheme. This handbook indicates when it is appropriate for you to contact staff directly.

We must point out that the Warden will not be able to provide personal care nursing or medical services. Should this type of care become necessary because of frailty or illness relatives will need to make their own arrangements. However the Warden will be happy to give advice on the services that you can apply for which are provided by the Health Authority the Local Authority or other agencies.

Under the terms of the Management Agreement the Warden is employed by Premier Housing Association the Warden will:-

- 1.1 Work 5 days a week except when taking holiday on Bank Holidays or when attending training courses. These five days will normally be Monday-Friday and the hours of duty 9.00am - 12.00 noon, 1.00 p.m. - 3.00 p.m. plus 1 hour later in the day as necessary.
- 1.2 Be available to answer the alarm system on duty days from midnight to 11.00am and for the two hours later in the day as described in (i). The Warden will also remain on call on duty days whenever present on the scheme.
- 1.3 Obtain assistance as appropriate in response to an alarm call.
- 1.4 Undertake administrative tasks including reporting of items or repair and grounds maintenance for which the Association is responsible collection and banking items such as laundry charges and maintaining certain scheme records.
- 1.5 Liaise with the Area Housing Manager to arrange contact with the scheme during longer holiday periods.
- 1.6 Switch the alarm system over to the Central Control facility on non-duty days or when not on the scheme.
- 1.7 Make appropriate administrative or housekeeping arrangements for the use of the communal facilities or for domestic matters such as the disposal of refuse.

- 1.8 Report breaches of any House Rules or any terms and conditions of a Lease to Premier Housing Association
- 1.9 Maintain a record of emergencies and action taken of the use of master keys and of any other notable occurrence
- 1.10 Maintain records showing residents' date of birth, doctor, specific details of any medical condition, next of kin and any friends or relatives who can be contacted in an emergency, to enable prompt action in the event of an emergency
- 1.11 Deal with sudden illness and death by contacting the appropriate sources of help informing both relatives and Premier Housing Association
- 1.12 Unobtrusively observe the changing needs of residents, while respecting and encouraging their independence
- 1.13 Help residents feel at home, and encourage a neighbourly self supporting attitude among residents
- 1.14 Ensure that all residents are seen regularly but not through a daily visit. When written requests are received the Warden will contact residents daily over the alarm system
- 1.15 Check residents' homes in their absence when so requested in writing and when no relatives or friends are available to undertake this

2 **Cover when the Warden is off-duty or not on the Scheme**

Whenever the Warden is not on the Scheme and always outside hours of duty and during holidays, the alarm call system is switched to a central control facility which will also hold details of those you wish to be contacted in an emergency. There will therefore be 24 hour cover for the alarm system. During longer holiday periods we will also ensure that other members of Premier's staff keep in touch with the Scheme

3 **The Alarm Call System**

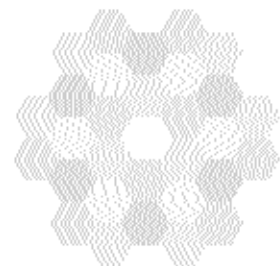
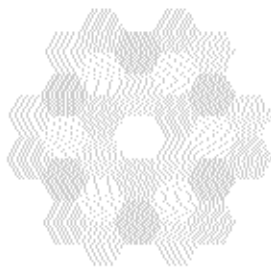
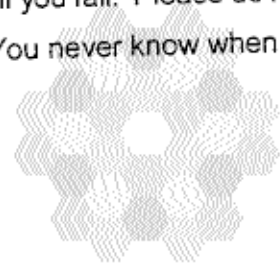
The alarm call system fitted at Premier Court is British Telecom's "Piper Group" system. You will find a wall mounted speaker in your home which allows you to call and speak to the person providing cover and for them to call and speak to you. It can be activated at the unit or by pulling one of the alarm pull cords which are fitted in most of your rooms. The alarm call system is also fitted in the communal lounge and associated facilities and in the lift

The alarm should only be used for emergencies, not for general communication. However, do not worry if you pull the alarm cord by accident, this happens to everyone at some stage!

When you first move in the Warden will visit you to:

- 3.1 Welcome you and to introduce herself
- 3.2 Show you how to use the alarm the sound that it makes, and how it alerts the Warden or the Central Control to an emergency
- 3.3 Collect the information that it is vital to know in an emergency as described in the House Rules

Most residents do not like to be contacted by the Warden every day. The Warden will therefore only call you over the alarm every day if you specifically request this in writing. The alarm pull cords are designed so that you can reach them if you fall. Please do not tie the cords out of reach however fit and well you feel now. You never know when or where you may fall or become ill



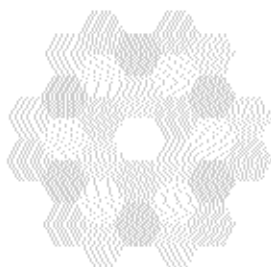
Executed as a Deed for and on behalf of
PREMIER HOUSING ASSOCIATION LIMITED
acting by:-

Committee Member

Colin Winter

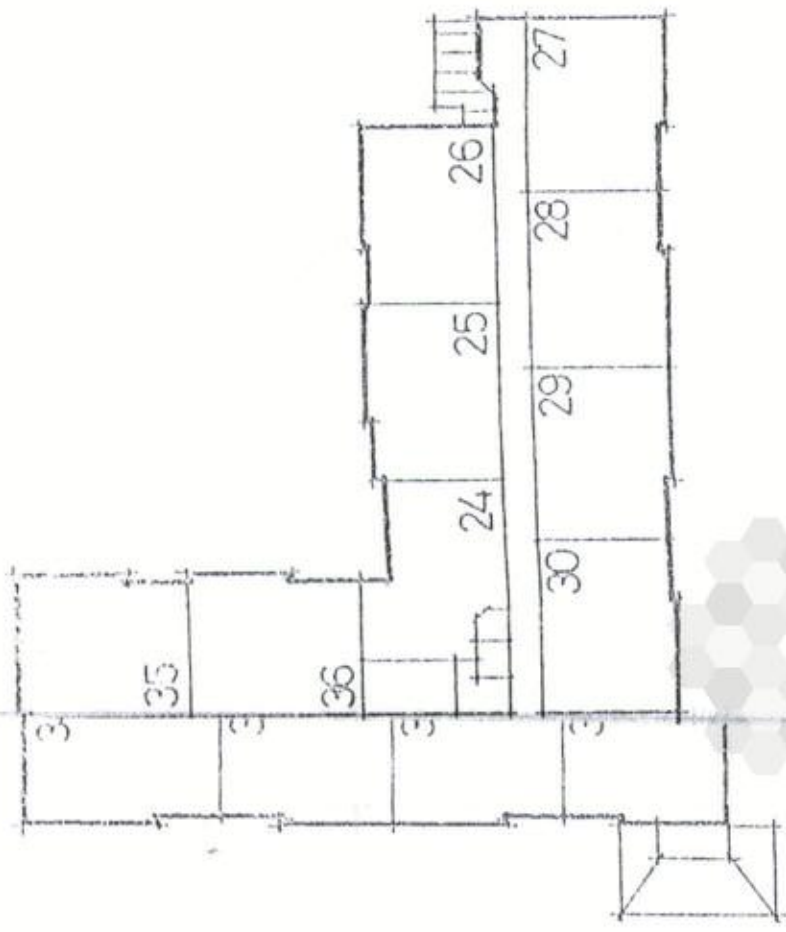
Committee Secretary/Committee Member

J.N. Rhodes.

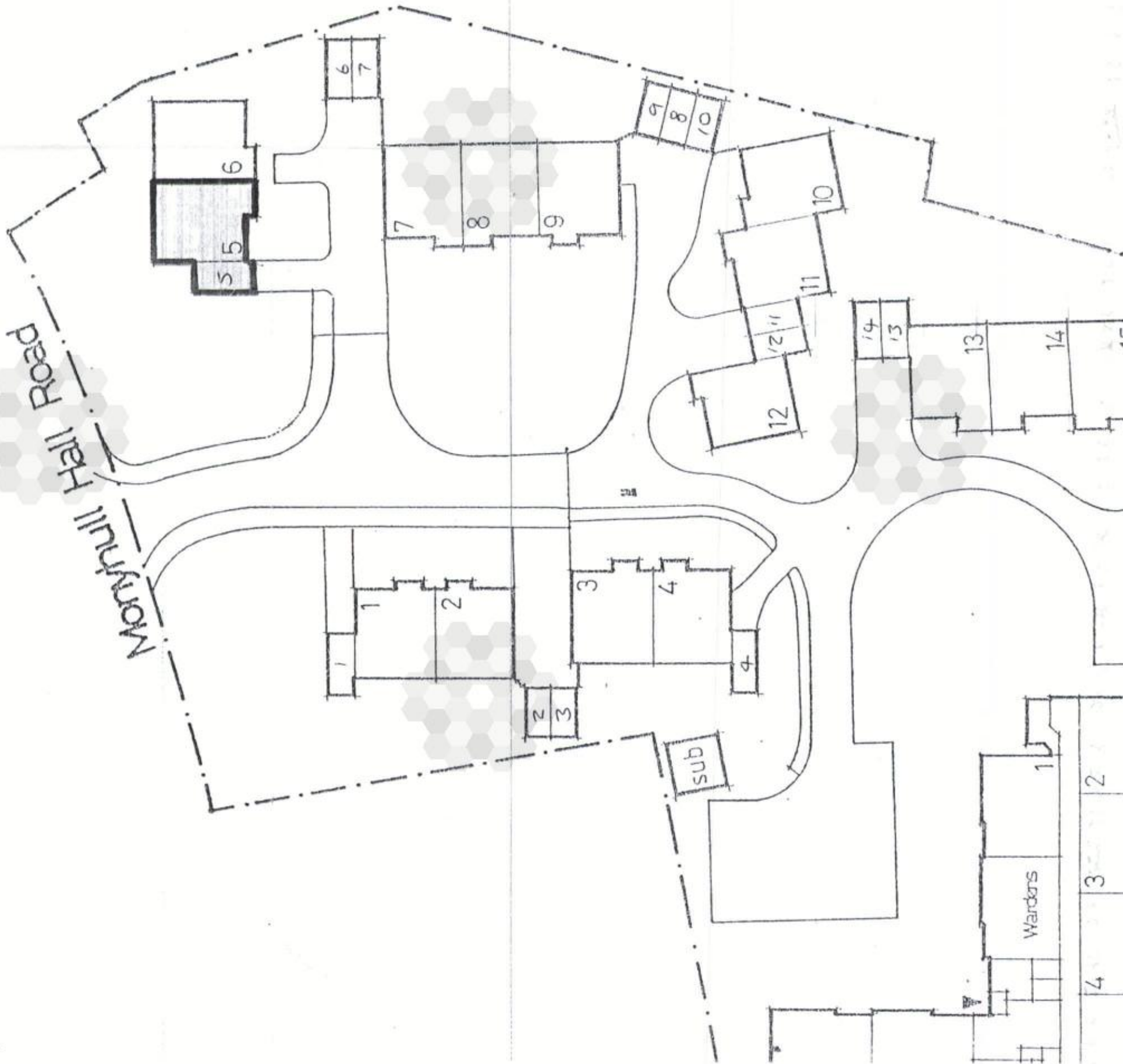




Worthing Road
Hall Road



Second floor





SEARCHES

CERTIFICATE OF PERSONAL SEARCH

PROPERTY ADDRESS

5 Premier Court
100 Monyhull Hall Road
Birmingham
West Midlands
B30 3QJ

LOCAL AUTHORITY

Birmingham City Council
Land Charges Section
PO Box 28
Suffolk Street
Queensway
Birmingham
B1 1TU

DATE OF SEARCH:

26th June 2009

CLIENT

Sevenside Property Group

REFERENCE: 4682

COMPILED BY

Synactic Ltd
2nd Floor, 23 Bridge Street
Burton on Trent
Staffordshire
DE14 1SY

RECORDS INSPECTED BY

Synactic Ltd
2nd Floor, 23 Bridge Street
Burton on Trent
Staffordshire
DE14 1SY

CERTIFICATE OF SEARCH

It is hereby certified that the search request above reveals the registrations described in the schedule hereto up to and including the date of this certificate.

Signed



DECLARATION

"To the best of our knowledge neither the person who prepared or conducted this report has any previous relationship or business relationship with any person involved in the sale of the property being the subject of this report"

REFERENCE SOURCE INFORMATION:

Please see appendix 4

OFFICIAL CERTIFICATE OF SEARCH

There are 5 registrations

The search requested above reveals the 5 subsisting registrations described in the schedule hereto up to including the date of the certificate

CON29 “REQUIRED” ENQUIRIES OF THE LOCAL AUTHORITY (2007 Edition)

QUESTION 1: PLANNING AND BUILDING REGULATIONS

1.1 Planning and Building Decisions and Pending Applications

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;	Please refer to Part III of the Local Land Charges Register or the Planning Register, as applicable
(b) a listed building consent;	Please refer to Part III of the Local Land Charges Register or the Planning Register
(c) a conservation area consent;	Please refer to Part III of the Local Land Charges Register or the Planning Register
(d) a certificate of lawfulness of existing use or development;	Please refer to Part III of the Local Land Charges Register or the Planning Register
(e) a certificate of lawfulness of proposed use or development;	Please refer to Part III of the Local Land Charges Register or the Planning Register
(f) building regulations approvals; and	Please refer to the Building Regulations Register
(g) a building regulations completion certificate; and	Please refer to the Building Regulations Register
(h) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme	Please refer to the Building Regulations Register

How can copies of any of the above be obtained?	By written request to: Birmingham City Council, PO Box 28, Suffolk Street, Queensway, Birmingham, B1 1TU
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1.2 Planning Designations and Proposals

What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?	Birmingham Unitary Development Plan (UDP) - adopted 11 October 2005. The property is within City Boundary
How can copies be obtained:	By written request to: Birmingham City Council, PO Box 28, Suffolk Street, Queensway, Birmingham, B1 1TU

QUESTION 2 ROADS

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

a) highways maintainable at public expense;	Monyhull Hall Road is adopted on the Register of Adopted Roads held by the Council
b) subject to adoption and supported by a bond or bond waiver;	N/A
c) to be constructed by a local authority who will reclaim the cost of the frontagers; or	N/A
d) to be adopted by a local authority without reclaiming the cost of the frontagers?	N/A

3.0 OTHER MATTERS

Apart from matters entered on the registers of local land charges, 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 required for Road Works

Is the property included in land to be acquired for road works?	No
---	----

3.3 Drainage Agreements and Consents

Do either of the following exist in relation to the property

Please note that answers to these questions are based on Local Authority records up to the privatisation of the Water Companies. Details of agreements and consents following privatisation are not held by the Local Authority

i) an agreement to drain buildings in combination into an existing sewer by means of a private sewer; or	This question is the responsibility of the Water and Drainage Supplier
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j) an agreement or consent for-	
---------------------------------	--

(i) a building; or	This question is the responsibility of the Water and Drainage Supplier
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(ii) extension to a building on the property, to be built over or in the vicinity of a drain, sewer or disposal main?	This question is the responsibility of the Water and Drainage Supplier
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3.4 Nearby Road Schemes

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

Answers to these questions are based on Highways Agency information and any other information made available for public inspection by the local authority. However this particular council does not reveal details of road schemes as a matter of course. For details of other road projects it is necessary to make a written request to the local authority at the address shown below
Birmingham City Council, PO Box 28, Suffolk Street, Queensway, Birmingham, B1 1TU

a) the centre line of a new trunk road or special road specified in an order, draft order or scheme;	None shown on councils development plan
--	--

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;	None shown on councils development plan
--	--

c) the outer limits of construction works for a proposed alteration or improvement to an existing road, involving	
---	--

(i) construction of a roundabout (other than a mini-roundabout); or	None shown on councils development plan
---	--

(ii) widening by construction of one or more additional traffic lanes;	None shown on councils development plan
--	--

d) the outer limits of	
------------------------	--

(i) construction of a new road to be built by a local authority;	None shown on councils development plan
--	--

(ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or	None shown on councils development plan
--	--

(iii) construction of a roundabout (other than a mini-roundabout) or widening by construction of one or more additional traffic lanes;	None shown on councils development plan
e) the centre line of the proposed route of a new road under proposals published for public consultation; or	None shown on councils development plan
f) the outer limits of-	
(i) construction of a possible alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;	None shown on councils development plan
(ii) construction of a roundabout (other than a mini-roundabout); or	None shown on councils development plan
(iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?	None shown on councils development plan
<i>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.</i>	

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 shown on councils development plan
--	--

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-

Please note: For the purposes of public inspection, the Highways Department for this particular Local Authority, will only provide information on the adoption status of its highways. For further information, it is necessary to make a written request to:
Birmingham City Council, PO Box 28, Suffolk Street, Queensway, Birmingham, B1 1TU

a) permanent stopping up or diversion;	None shown on councils development plan
b) waiting or loading restrictions;	None shown on councils development plan
c) one way driving;	None shown on councils development plan
d) prohibition of driving;	None shown on councils development plan
e) pedestrianisation;	None shown on councils development plan
f) vehicle width or weight restriction;	None shown on councils development plan
g) traffic calming works including road humps;	None shown on councils development plan
h) residents parking controls;	None shown on councils development plan
i) minor road widening or improvement;	None shown on councils development plan
j) pedestrian crossings;	None shown on councils development plan
k) cycle tracks; or	None shown on councils development plan
l) bridge building?	None shown on councils development plan

In some circumstances, road closure orders can be obtained by third parties from magistrate courts or can be made by the Secretary of State for Transport, without involving the Council.

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;	None revealed in available Public Registers. Please also check Notices sections 3.1 & 3.2 in the Seller's Property Information Form
b) environment;	None revealed in available Public Registers. Please also check Notices sections 3.1 & 3.2 in the Seller's Property Information Form
c) health and safety;	None revealed in available Public Registers. Please also check Notices sections 3.1 & 3.2 in the Seller's Property Information Form
d) housing;	None revealed in available Public Registers. Please also check Notices sections 3.1 & 3.2 in the Seller's Property Information Form
e) highways; or	None revealed in available Public Registers. Please also check Notices sections 3.1 & 3.2 in the Seller's Property Information Form
f) public health?	None revealed in available Public Registers. Please also check Notices sections 3.1 & 3.2 in the Seller's Property Information Form

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 revealed in available Public Registers. Please also check Notices sections 3.1 & 3.2 and Planning & Building Control section 10.2(b) in the Seller's Property Information Form
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3.9 Notices, Orders, Directions and Proceedings under Planning acts

Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following-

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

3.10 Conservation Areas

Do the following apply in relation to the property-

(a) the making of the area a conservation area before 31 August 1974	No
(b) an unimplemented resolution to designate the area a conservation area?	No

COMPULSORY PURCHASE

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

None

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;.	<i>None. The Register maintained under S.78 of the Environmental Protection Act 1990 is currently being compiled</i>
(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990	
(i) a decision to make an entry; or (ii) an entry; or	<i>None. The Register maintained under S.78 of the Environmental Protection Act 1990 is currently being compiled</i>

(c) consultation with the owner or occupier of the property conducted under section 78G (3) of the Environmental Protection Act 1990 (9) before the service of a remediation notice?	None. The Register maintained under S.78 of the Environmental Protection Act 1990 is currently being compiled
--	--

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.

RADON GAS	
Do records indicate that the property is in a “Radon Affected Area” as identified by the Health Protection Agency (10)?	No – it is in an area where less than 1% of homes are estimated to be at or above the Action Level.

The Action Level refers to the annual average concentration in a home. Radon measurements are carried out with two detectors (in a bedroom and living room) over three months so as to average out any short-term fluctuations and to enable radon initiatives to be targeted effectively

The most radon-prone areas, designated as Affected Areas, are defined as those with a greater than 1% chance of a house having radon above the Action Level).

ADDITIONAL INFORMATION

APPENDIX 1

LAND CHARGES REGISTER Parts applicable are listed below

PART 3 – PLANNING

<u>Date</u>	<u>Reference</u>	<u>Details</u>
03.11.86	83500	The Birmingham (Land at Monyhull Hall Road, Kings Norton) Tree Preservation Order 1986 made on 30.10.86 under Sections 60 and 61 of the Town and Country Planning Act 1971 and subject to the provisions of the Forestry Act 1967. Confirmed without modification on 19.03.87
20.12.84	66211000	Erection of sheltered dwelling units together with wardens flat and community facilities
30.04.87	66211001	Erection of 15 elderly persons bungalows, garages and 37 flats including wardens flat and community facilities
12.11.87	66211002	Erection of 15 elderly persons bungalows, garages and 37 flats including wardens flat and community facilities

PART 4 – MISCELLANEOUS

<u>Date</u>	<u>Reference</u>	<u>Details</u>
01.01.88	SCO	City of Birmingham Smoke Control Revocation (No.1) Order 1987 dated 21.09.87 and City of Birmingham Smoke Control Consolidation (No. 2) Order 1987 dated 06.11.87 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 pursuant to Section 11 of the Clean Air Act 1956. Effective date 01.07.88

APPENDIX 2

PLANNING CONSENTS REGISTER POST 1990

There are none registered against this property

APPENDIX 3

BUILDING REGULATION REGISTER POST 2000

None

APPENDIX 4

ADDITIONAL INFORMATION

COMPLAINTS PROCEDURE

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:

1. The complaint will be acknowledged within 5 working days of receipt;
2. We will normally deal with complaints fully within 4 weeks of receipt;
3. We will keep you informed by letter, telephone or email, as you prefer, if we need more time;
4. We will provide a "final response", in writing within 8 weeks;
5. We will liaise, at your request, with anyone acting on your behalf

REFERENCE SOURCE INFORMATION:

"Save for information provided verbally by a member of the council, all the information in this report has been obtained by inspection of the Local Land Charges Register, the Planning Register, the Local or Unitary Development Plans, the Register of Adopted Highways, the councils Transport & Policies Programme, the local and/or county council websites". ***If you wish to obtain copies of any documents you should submit a written application to the council offices located at:- Birmingham City Council, PO Box 28, Suffolk Street, Queensway, Birmingham, B1 1TU***

Liability: Any negligent or incorrect entries in the records searched would be the responsibility of the information providers named above

Any negligent or incorrect interpretation of the records searched, and recording of that interpretation in the search report would be the responsibility of Synactic Ltd

APPENDIX 5

TERMS AND CONDITIONS

Definitions

“Synactic” means **Synactic Ltd** of: 2nd Floor, 23, Bridge Street, Burton-upon-Trent, Staffordshire, DE14 1SY.

“Client” means any party entering into a contract with Synactic upon the Terms and Conditions specified herein.

1. All work undertaken by Synactic on behalf of the Client is subject to these Terms and Conditions and all other conditions, warranties and representations express or implied, or otherwise, are hereby excluded. Any work undertaken, or instruction accepted, by Synactic on behalf of the Client shall constitute an offer to contract on these Terms and no addition, amendment or modification thereto shall be effective unless expressly agreed to in writing by an authorised representative of Synactic. **The Client agrees to be bound by these Terms and Conditions and, by placing an order or instruction with Synactic, shall be deemed to have accepted them.** Synactic may modify these Terms and Conditions, discontinue or revise the Services, or any element of them, at its sole discretion at any time, with immediate effect without prior notice, and the Clients continued use of Synactic’s business services (“the Services”) constitutes acceptance of any such amendment.
2. Synactic will accept instructions from the Client for the provision of the Services which will include instructions to undertake Searches and/or other associated activities, including the arrangement of related insurances, as specifically set out in writing on Synactic’s Acknowledgement of Order which usually would involve land, property or other structures. Provision of the Services may also extend to include search activities of other commercial and business interest, as well as other commercial services provided by Synactic. It is agreed that these instructions will be accepted on the basis that the Client will be liable for all costs and associated expenses incurred by Synactic in carrying out the work ordered. No contract shall be entered into until Synactic issues its Acknowledgement of Order describing the work to be undertaken, the charges thereof and an estimate of time for delivery of the Services. Synactic reserves the right to refuse to accept any order or instruction at any time.
3. Synactic may also supply the Client with Third Party products and services. More particularly, Synactic will include as part of the Services the provision of “Local Authority Search Indemnity Insurance” for the benefit of its Clients. Synactic will also procure and arrange, on the Client’s specific request, Chancel Liability Insurance, Residential Contaminated Land Insurance and other Search related cover. The supply of such insurances and any other Third Party products will be governed by the terms & conditions of the relevant Third Party and, where appropriate, the Rules of the Financial Services Authority, by whom Synactic is authorised and regulated.
4. It is agreed that, in respect of all work undertaken by Synactic on behalf of the Client, that Synactic are providing the Services only on the basis that the Client supplies or makes available all necessary information for Synactic to carry out the Services requested, and this will include the provision of suitable location plans and/or other necessary documentation or material, all of which will be of good, accurate quality and be fit for their intended purpose.
5. Synactic will not be liable to the Client in the event that Synactic are unable to perform an obligation or to carry out the Services on behalf of the Client due to any factor outside the control of Synactic, including but not limited to: acts of God, industrial action, the default or failure of a Third Party, war or any other government action. In the event, Synactic is so prevented from providing the Services it shall notify the Client forthwith. In the event that the delay continues for a period in excess of 180 days, either party may terminate the order/instruction.
6. All communications between Synactic and the Client and all information and other material supplied to or received by, Synactic from the Client which is either marked “confidential” or is by its nature intended to be exclusively in the knowledge of Synactic and the Client alone, shall be kept confidential, unless or until both parties agree that it is, or part of it is, in the public domain, whereupon to the extent that it is public, this obligation shall cease. Notwithstanding the forgoing, information otherwise confidential may be disclosed to the extent that is *bona fides* necessary to disclose the same or part thereof for the purpose of the proper performance of the work that is being undertaken or to the extent required by law or the Financial Services Authority or any Court of competent jurisdiction.
7. It is hereby agreed that the Services are for the exclusive use of the Client and the Client’s customers and that no liability of whatsoever nature and/or however caused will pass to Synactic which may arise from any other party that has taken it upon themselves to rely on any information that may have been contained in the Services. The Services are provided for the exclusive benefit of the Client and/or its customers and the Client nor its customers shall disclose the same to any other party without the prior written consent and, where applicable, payment of an additional fee to Synactic.
8. A person who is not a party to any contract made pursuant to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of such contract.

9. Irrespective of any payment arrangements that the Client may have with its customers, the Client is solely responsible for payment of all Synactic's charges within 30 days from the date of Synactic's invoice. In the event that any invoice is not so paid, Synactic may, at their sole discretion, suspend the provision of any further Services to the Client, refuse any further order (and notify its associates accordingly) and/or levy interest on the outstanding charges at a rate of 3% above Barclays Bank Plc base rate from the date such charges are due until the date of payment, whether before or after any Court Order or Judgement.
10. It is hereby noted and agreed that, following the provision of the Services, that unless Synactic is notified by the Client in writing within seven days of receipt of the Services, or from the date of the defect becoming apparent to the Client, that there is any discrepancy, inaccuracy or any other issue with the Services, it shall be deemed that the Client is satisfied with the Services and Synactic shall have no further liability with regard to such Services.
11. Synactic shall carry out all work that is undertaken with all reasonable diligence and accuracy and will expedite all requests for the provision of the Services in the most efficient manner, although it is noted that time shall not be of the essence in delivery of the Services.
12. The Client acknowledges and agrees that the information and data supplied in the Services are derived from publicly available records and other Third Party sources and Synactic does not warrant the accuracy or completeness of such information or data, and the data supplied in the Services are derived solely from the sources specifically cited. Synactic does not claim that these sources represent an exhaustive list of all sources that might be consulted or does it guarantee that all past or current land uses will be identified by the Services. The Services are professional business to business services not intended for use by persons other than those skilled in the use of property and environmental information Synactic shall not be responsible for errors or corruption's in the Services resulting from inaccuracies or omissions in data supplied to it by Third Parties.
13. The Client acknowledges and agrees that all intellectual property rights in the Services are and shall remain owned by Synactic or its suppliers and nothing in these Terms and Conditions purports to transfer, assign or grant any rights to the Client in respect of those intellectual property rights. The Client and any person to whom it discloses the Services agrees they will not attempt to effect any modification, merger or change to the Services, nor permit any other person to do so, nor will they copy, use, market, resell, distribute, merge, alter or add anything to the Services, nor interfere with any trade mark or other proprietary markings on the Services; and the Client agrees to fully indemnify Synactic against any claims, losses or other damages suffered by Synactic as a result of any breach of these obligations.
14. Synactic provides warranties and accepts liability only to the extent stated in this Clause 14. Nothing in these Terms and Conditions excludes either party's liability for death or personal injury caused by that party's negligence or wilful default. As most of the information contained in the Services is provided to Synactic by others, Synactic cannot control its accuracy or completeness nor it is within the scope of the Services to check the information on the ground. Accordingly, and subject to the foregoing, Synactic will only be liable to the Client for any loss or damage caused by its negligence or wilful default and neither Synactic nor any Third Party providing information shall, in any other circumstances, be liable for any inaccuracies, faults or omissions in the Services, nor shall Synactic have any liability for services used otherwise than in accordance with these Terms and Conditions. Save as precluded by law, Synactic shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill, or any other type of special, indirect or consequential loss) howsoever arising. No person may rely on the Services more than 12 months after their original date, and subject to the foregoing, Synactic shall have no liability to the Client after such date. In any event, the maximum liability of Synactic shall be limited to either the sum of £50,000 or the total cost of the Services carried out, which form the subject of the complaint, whichever is the lower.

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(Revised April 07)

Sevenside Property Solutions

9 Whitburn Street
Bridgnorth
Shropshire
WV16 4QN

Order Date: **Thursday, 25 June 2009**
Order No: **20146596**
Customer Ref: **4481**

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

**5 PREMIER COURT
100 MONYHULL HALL ROAD
BIRMINGHAM
B30 3QJ**

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

Question 1

Interpretation of Drainage and Water Enquiry.

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

Question 2

Enquiries and Responses.

The Search Report on the above property was completed on 25 Jun, 2009 by Jay Patel, a technician employed by Severn Trent Searches and complies with the requirements of the Regulations in relation to Drainage and Water Enquiries. In the event of any queries about the preparation of this search report, enquiries should be directed to:

enquiries@severntrentsearches.com

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

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

The address for all correspondence is:

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

**or
Severn Trent Searches
DX 723860
Nottingham 43**

ORDER SUMMARY


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

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

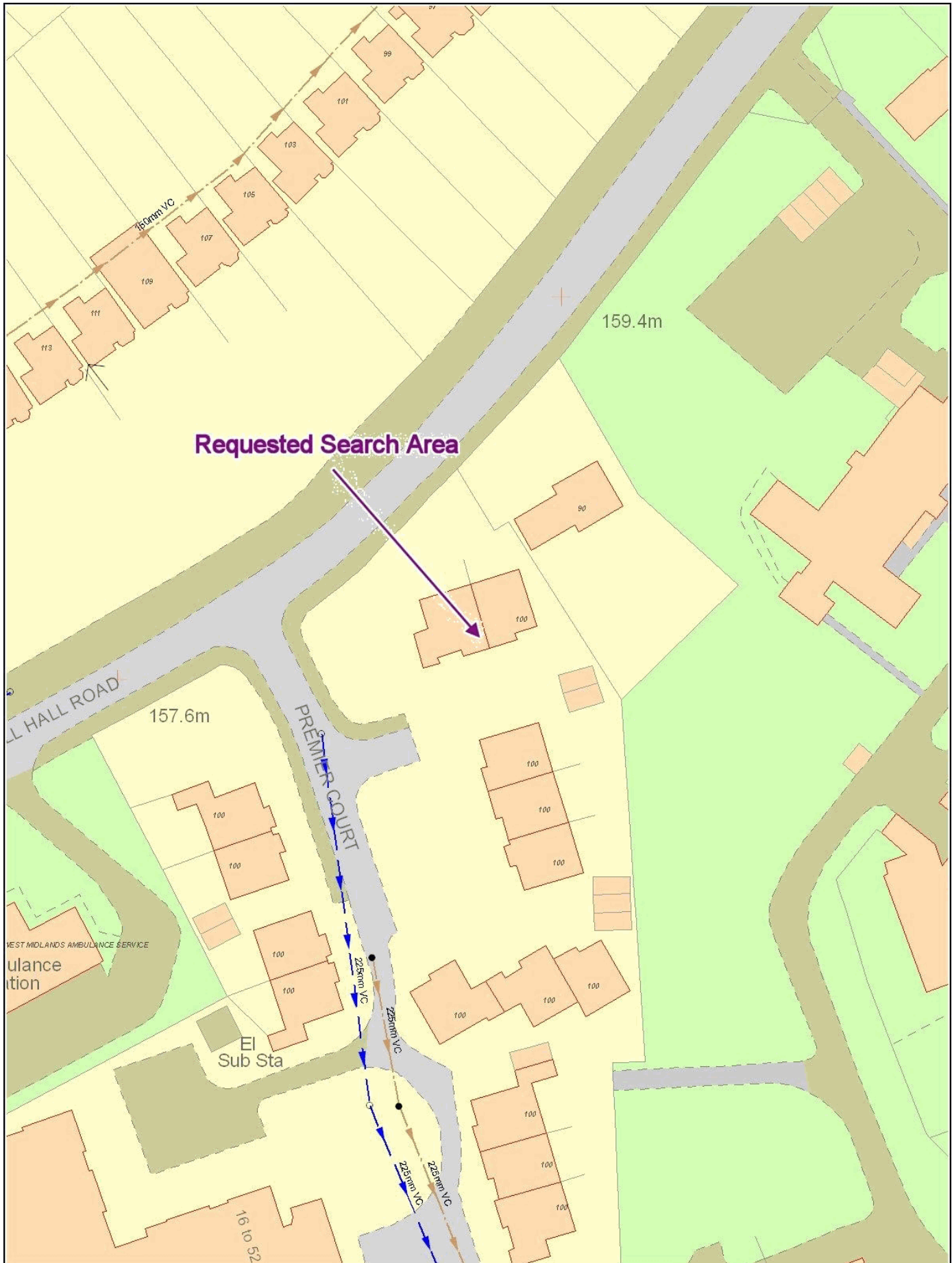
✓ This response represents the typical situation for a residential property.

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

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

Question	Answer
3 Where relevant, please include a copy of an extract from the public sewer map.	Map Provided ✓
4 Does foul water from the property drain to a public sewer?	Yes ✓
5 Does surface water from the property drain to a public sewer?	Yes ✓
6 Are any sewers or lateral drains serving, or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No ✓
7 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	No ✓
8 Does the public sewer map indicate any public foul sewer within 30.48 metres (100 feet) of any buildings within the property?	No 
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?	Unmeasured ✓
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.	N/A ✓
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.	See Details 
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 5 PREMIER COURT, 100 MONYHULL HALL ROAD, BIRMINGHAM, B30 3QJ



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

MAP KEYS

Severn Trent Sewer Record

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

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

Severn Trent Water Record

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

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

Question 3

Q3

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



Map Provided

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

Guidance Notes

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

Question 4

Q4

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



Yes

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

Guidance Notes

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

Question 5

Q5

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

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

✓
Yes

Guidance Notes

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

Question 6

Q6

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

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

✓
No

Guidance Notes

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

Question 7

Q7

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

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

✓
No

Guidance Notes

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

Question 8

Q8

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



No

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

Guidance Notes

The apparent absence of a public sewer within 100 feet of a building within the property is untypical. It may indicate that the property is connected to the public sewer through a length of private drain and/or private sewer running through third party private land or highway. The owner of the property covered by this HIP Report may have sole or shared liability for these lengths of private drain and/or private sewer up to the point where they connect into a public sewer. It is recommended that further investigation is made into how the property is connected to the public sewerage system.

Question 9

Q9

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



No

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

Guidance Notes

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

Question 10

Q10

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



Map Provided

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

Guidance Notes

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

Question 11

Q11

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



No

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

Guidance Notes

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

Question 12

Q12

Who are the Sewerage and Water Undertakers for the area?

The Sewerage Undertakers for the area are:

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

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

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

The Water Undertakers for the area are:

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

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

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



See Answer

Question 13

Q13

Is the property connected to mains water supply?

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



Yes

Question 14

Q14

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



No

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

Guidance Notes

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

Question 15

Q15

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



Unmeasured

The charges are based on the rateable value of the property of 237.00 and the charge for the current financial year is £384.96.

Guidance Notes

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

Question 16

Q16

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



No

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

Guidance Notes

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

Question 17

Q17

Is a surface water drainage charge payable?

Records confirm that a surface water drainage charge is payable for the property of £71.10 for the current financial year.



Yes

Guidance Notes

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

Question 18

Q18

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

Records indicate that the property is not served by a water meter. Where the property is not served by a meter and the customer wishes to consider this method of charging they should contact:



N/A

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

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

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

Question 19

Q19

Who bills the property for sewerage services?

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

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

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

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



See Details

Question 20

Q20

Who bills the property for water services?

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

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

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

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



See Details

Question 21

Q21

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



No

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

Guidance Notes

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

Question 22

Q22

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



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.

Guidance Notes

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

Question 23

Q23

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



See Details

The analysis records confirmed that tests failed to meet the standards of the 2000 Regulations or the 2001 Regulations in relation to another substance or substances, and these are: A sample failed the Iron limit on 03/04/2007. Result = 638 ug/l. We have been unable to establish the cause of this exceedance. All investigational resamples following this exceedance were satisfactory. A sample failed the Iron limit on 13/03/2007. Result = 361 ug/l. We have been unable to establish the cause of this exceedance. All investigational resamples following this exceedance were satisfactory.

Guidance Notes

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

Question 24

Q24

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

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

Guidance Notes

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

Question 25

Q25

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



See Details

The nearest sewage treatment works is 7.857 KM to the South East of the property. The name of the nearest sewage treatment works is Springbrook .

Guidance Notes

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

Appendix 1

Terms and Expressions in this Report

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

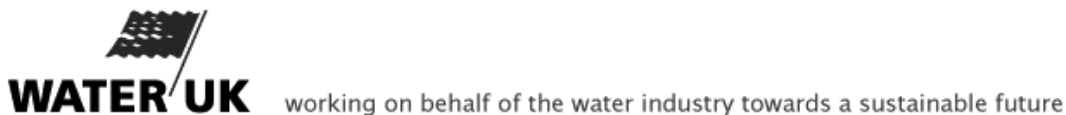
'water meter' means any apparatus for measuring or showing the volume of water supplied to, or of effluent discharged from any premises;

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

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

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

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



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

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

Water UK: Residential Drainage and Water Search Complaint Procedure

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

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

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

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

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

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

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

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

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

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

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

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

DRAINAGE & WATER ENQUIRY (DOMESTIC) TERMS AND CONDITIONS

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

Definitions

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

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

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

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

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

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

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

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

Agreement

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

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

The Report

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

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

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

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

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

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

Liability

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

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

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

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

Copyright and Confidentiality

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

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

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

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

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

Payment

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

General

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

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

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

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

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

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

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



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