



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

48 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](http://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

<b>Column 1</b> <b>Home Information Pack document</b>	<b>Column 2</b> <b>Included</b> <input checked="" type="checkbox"/> <b>date on document and any further information</b>	<b>Column 3</b> <b>If it is a required document for your property:</b> <ul style="list-style-type: none"> <li>• Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing)</li> <li>• reason why not included;</li> <li>• steps being taken to obtain it;</li> <li>• date when it is expected to be obtained;</li> <li>• any reason for further delay and further date by which the document is expected.</li> </ul>
1. Index	<input checked="" type="checkbox"/>	02/03/2010
2. Property Information Questionnaire	<input checked="" type="checkbox"/>	26/02/2010
3a. Energy Performance Certificate and Recommendation Report – or:	<input checked="" type="checkbox"/>	26/02/2010
3b. Predicted Energy Assessment	<input type="checkbox"/>	
4. Sustainability Information (New Homes only)	<input type="checkbox"/>	
5. Sale statement	<input checked="" type="checkbox"/>	02/03/2010
<b>Title information</b>		
6. Official copy of the individual register (for registered properties only)	<input checked="" type="checkbox"/>	22/02/2010
7. Official copy of the title plan (for registered properties only)	<input checked="" type="checkbox"/>	22/02/2010
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"/>	

<b>Column 1</b> <b>Home Information Pack document</b>	<b>Column 2</b> <b>Included</b> <input checked="" type="checkbox"/> <b>date on document and any further information</b>	<b>Column 3</b> <b>If it is a required document for your property:</b> <ul style="list-style-type: none"> <li>• Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing)</li> <li>• reason why not included;</li> <li>• steps being taken to obtain it;</li> <li>• date when it is expected to be obtained;</li> <li>• any reason for further delay and further date by which the document is expected.</li> </ul>
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"/>	
<b>Search reports</b>		
11. Local land charges	<input checked="" type="checkbox"/>	27/02/2010
12. Local enquiries	<input checked="" type="checkbox"/>	27/02/2010
13. Drainage and water enquiries	<input checked="" type="checkbox"/>	24/02/2010

## Part 2 – Commonhold properties – Required Documents

<b>Column 1</b> <b>Home Information Pack document</b>	<b>Column 2</b> <b>Included</b> <input checked="" type="checkbox"/> <b>with date and any further information</b>	<b>Column 3</b> <b>If it is a required document for your property:</b> <ul style="list-style-type: none"> <li>• Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing)</li> <li>• reason why not included;</li> <li>• steps being taken to obtain it;</li> <li>• date when it is expected to be obtained;</li> <li>• any reason for further delay and further date by which the document is expected.</li> </ul>
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"/>	

<b>Column 1</b>  <b>Home Information Pack document</b>	<b>Column 2</b>  <b>Included</b> <input checked="" type="checkbox"/> <b>with date and any further information</b>	<b>Column 3</b>  <b>If it is a required document for your property:</b> <ul style="list-style-type: none"> <li>• <b>Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing)</b></li> <li>• <b>reason why not included;</b></li> <li>• <b>steps being taken to obtain it;</b></li> <li>• <b>date when it is expected to be obtained;</b></li> <li>• <b>any reason for further delay and further date by which the document is expected.</b></li> </ul>
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"/>	

<b>Column 1</b>  <b>Home Information Pack document</b>	<b>Column 2</b>  <b>Included</b> <input checked="" type="checkbox"/> <b>with date and any further information</b>	<b>Column 3</b>  <b>If it is a required document for your property:</b> <ul style="list-style-type: none"> <li>• Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing)</li> <li>• reason why not included;</li> <li>• steps being taken to obtain it;</li> <li>• date when it is expected to be obtained;</li> <li>• any reason for further delay and further date by which the document is expected.</li> </ul>
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

<b>Column 1</b>  <b>Home Information Pack document</b>	<b>Column 2</b>  <b>Included</b> <input checked="" type="checkbox"/> <b>with date and any further information</b>	<b>Column 3</b>  <b>If it is a required document for your property:</b> <ul style="list-style-type: none"> <li>• Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing)</li> <li>• reason why not included;</li> <li>• steps being taken to obtain it;</li> <li>• date when it is expected to be obtained;</li> <li>• any reason for further delay and further date by which the document is expected.</li> </ul>
1. The lease, being either: <ul style="list-style-type: none"> <li>• an “official” copy</li> <li>• the original lease or a true copy of it; or</li> <li>• an edited information document</li> </ul>	<input checked="" type="checkbox"/>	02/03/2010

## PART 4 – Authorised Documents

Home Information Pack document	Included <input checked="" type="checkbox"/> date on document and any further information
<b>Please list any authorised documents that have been included relevant to this property below:</b>	
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	B 30 3 QJ
b. The name of the seller	MR MICHAEL SCOLTOCK
c. The date the PIQ was completed	24 FEBRUARY 2010
1. When was the property purchased?	[ 10 ] month [ 2006 ] 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 <b>C</b> D E F G H  Band: [please select] C

4. What parking arrangements exist at your property?	Garage <input type="checkbox"/> Allocated parking space <input type="checkbox"/> Driveway <input type="checkbox"/> On street <input type="checkbox"/> Resident permit <input type="checkbox"/> Metered parking <input type="checkbox"/> Shared parking <input type="checkbox"/> specify other : <del>RESIDENTIAL</del> RESIDENTIAL PARKING
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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 ( <a href="http://www.environment-agency.gov.uk/subjects/flood/">http://www.environment-agency.gov.uk/subjects/flood/</a> )?  8a. If "yes", please give details.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/>  LOW RISK.
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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>
<p><b>Utilities and Services</b></p>	
<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 type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p> <p style="text-align: right;"><i>NIGHT STORAGE HEATING</i></p>
<p>11. When was your central heating or other primary heating system last serviced?</p>	<p><b>Last serviced available</b>      <b>[year] a report is/is not</b></p> <p>Not serviced <input type="checkbox"/></p> <p>Don't know <input checked="" type="checkbox"/></p>
<p>12. When was the electrical wiring in your property last checked?</p>	<p><b>Last serviced available</b>      <b>[year] a report is/is not</b></p> <p>Not checked <input type="checkbox"/></p> <p>Don't know <input checked="" 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 (if not connected please indicate whether there is a cesspool or septic tank)	<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 type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Don't know <input type="checkbox"/></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>
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<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>
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**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 type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p>
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**PART 2: LEASEHOLD PROPERTIES**

Only complete this part if the property is a leasehold property.

If the lease is a new one and has not yet been granted, please answer the questions based on the draft terms of the lease.

Before entering into a binding commitment, buyers should confirm any matter relating to the leasehold ownership by reading the lease and checking the position with their conveyancer.

**Additional information for leasehold properties**

<p>19. What is the name of the person or organisation to whom you pay -</p>	
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<p>19a. ground rent; and 19b. service charges (if different from (a) above)?</p>	
<p>20. How many years does your lease have left to run?</p>	
<p>21. How much is your current annual ground rent?</p>	
<p>22. How much is your current annual service charge?</p>	
<p>23. How much is your current annual buildings insurance premium (if not included in the 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"/></p> <p>No <input type="checkbox"/></p> <p>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 type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>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 type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>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"/></p> <p>No <input type="checkbox"/></p> <p>Don't know <input 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](http://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

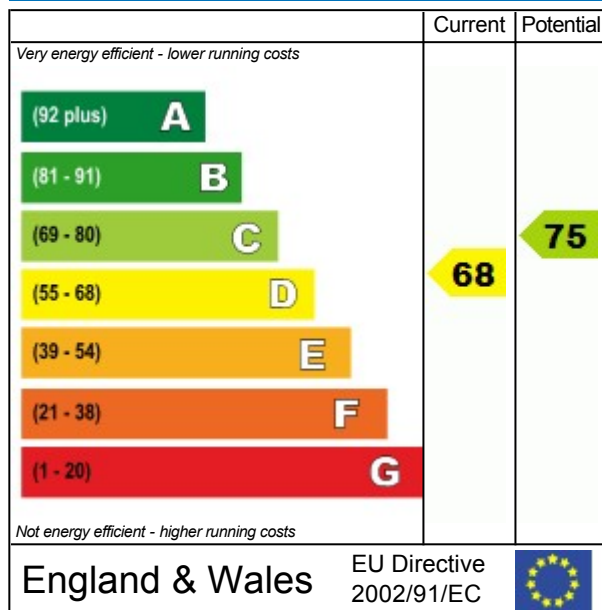


48 Premier Court  
100, Monyhull Hall Road  
BIRMINGHAM  
B30 3QJ

Dwelling type: Top floor flat  
Date of assessment: 24 February 2010  
Date of certificate: 25-Feb-2010  
Reference number: 0779-2834-6525-9120-4355  
Type of assessment: RdSAP, existing dwelling  
Total floor area: 61 m<sup>2</sup>

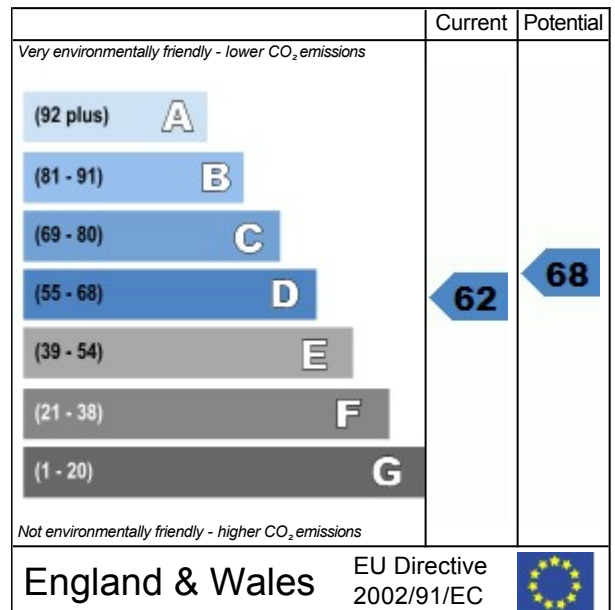
This home's performance is rated in terms of the energy use per square metre of floor area, energy efficiency based on fuel costs and environmental impact based on carbon dioxide (CO<sub>2</sub>) emissions.

## 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 (CO<sub>2</sub>) Rating



The environmental impact rating is a measure of a home's impact on the environment in terms of carbon dioxide (CO<sub>2</sub>) emissions. The higher the rating, the less impact it has on the environment.

## Estimated energy use, carbon dioxide (CO<sub>2</sub>) emissions and fuel costs of this home

	Current	Potential
Energy use	324 kWh/m <sup>2</sup> per year	272 kWh/m <sup>2</sup> per year
Carbon dioxide emissions	3.0 tonnes per year	2.5 tonnes per year
Lighting	£70 per year	£ 38 per year
Heating	£270 per year	£ 204 per year
Hot water	£147 per year	£ 147 per year

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

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



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

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

## About this document

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

Assessor's accreditation number:	SAVA004474
Assessor's name:	Mr Derek Hughes
Company name/trading name:	Pure Water Designs Ltd
Address:	Stratford Road, 1400 Stratford Road, Hall Green, Birmingham, West Midlands, B28 9EP
Phone number:	01217772417
Fax number:	0121 777 2417
E-mail address:	hughes@purewater.demon.co.uk
Related party disclosure:	No related party

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

Details of the assessor and the relevant accreditation scheme are as above. You can get contact details of the accreditation scheme from their website at [www.nher.co.uk](http://www.nher.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](http://www.communities.gov.uk/epbd)

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

## About the impact of buildings on the environment

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

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

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

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

Further information about Energy Performance Certificates can be found under Frequently Asked Questions at [www.epcregister.com](http://www.epcregister.com)

## Recommended measures to improve this home's energy performance

48 Premier Court  
100, Monyhull Hall Road  
BIRMINGHAM  
B30 3QJ

Date of certificate: 25-Feb-2010  
Reference number: 0779-2834-6525-9120-4355

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

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

Element	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Cavity wall, as built, insulated (assumed)	Good	Good
Roofs	Pitched, 100mm loft insulation	Average	Average
Floor	(other premises below)	-	-
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 18% of fixed outlets	Poor	Poor
<b>Current energy efficiency rating</b>		<b>D 68</b>	
<b>Current environmental impact (CO<sub>2</sub>) rating</b>		<b>D 62</b>	

### 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 improvements	
		Energy efficiency	Environmental impact
1 Increase loft insulation to 270 mm	£ 52	C 72	D 67
2 Low energy lighting for all fixed outlets	£ 23	C 74	D 68
Sub-total	£ 75		
<b>Higher cost measures</b>			
3 Fan-assisted storage heaters	£ 22	C 75	D 68
Total	£ 97		
<b>Potential energy efficiency rating</b>		<b>C 75</b>	
<b>Potential environmental impact (CO<sub>2</sub>) rating</b>			<b>D 68</b>

## Further measures to achieve even higher standards

None

Improvements to the energy efficiency and environmental impact ratings will usually be in step with each other. However, they can sometimes diverge because reduced energy costs are not always accompanied by a reduction in carbon dioxide (CO<sub>2</sub>) 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](http://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 scheme<sup>1</sup>, and can therefore self-certify the work for Building Regulation compliance. Ask a qualified electrical heating engineer to explain the options which might also include switching to other forms of electric heating.

## About the further measures to achieve even higher standards

Not applicable

## What can I do today?

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

- Ensure that you understand the dwelling and how its energy systems are intended to work so as to obtain the maximum benefit in terms of reducing energy use and CO<sub>2</sub> 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 that 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.

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](http://www.energysavingtrust.org.uk).

25-Feb-2010 RRN: 0779-2834-6525-9120-4355

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



# SALE STATEMENT

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.

48 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 checked="" type="checkbox"/> Flat (incl. maisonette) <b>or</b> <input type="checkbox"/> House (incl. bungalow)
2. If it is a flat, what type of building is it in?	<input checked="" type="checkbox"/> Purpose built block <input type="checkbox"/> Converted house <b>or</b> <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 checked="" 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	Mr MICHAEL DAVID SCOLTOCK And SYLVIA SCOLTOCK

Statement	
6. The capacity of the seller	<input checked="" type="checkbox"/> The owner or owners <input type="checkbox"/> A representative with the necessary authority to sell the property for an owner who has died <input type="checkbox"/> A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney) <input type="checkbox"/> Other (please give details):
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 WM571930

Edition date 02.10.2007

- This official copy shows the entries on the register of title on 22 FEB 2010 at 12:26:57.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 22 Feb 2010.
- 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](http://www.landregistry.gov.uk) or Land Registry Public Guide *1-A guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Coventry Office.

## A: Property Register

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

WEST MIDLANDS : BIRMINGHAM

1 (01.04.1993) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 48 Premier Court, 100 Monyhull Hall Road, Birmingham (B30 3QJ).

NOTE: Only the second floor flat is included in the title.

2 (01.04.1993) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 26 February 1993

Term : 99 years (less 1 day) from 1 July 1989

Rent : £30 subject to review

Parties : (1) Bromford Premier Housing Association Limited  
(2) Arthur Edward Eadon and Ellen Mary Eadon

3 (01.04.1993) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the lease.

4 The landlord's title is registered.

5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (02.10.2007) PROPRIETOR: MICHAEL DAVID SCOLTOCK and SYLVIA SCOLTOCK of 48 Premier Court 100 Monyhull Hall Road, Kings Norton, Birmingham B30 3QJ.
- 2 (01.04.1993) RESTRICTION:-Except under an order of the registrar no deed varying the terms of the registered lease is to be registered without the consent of Bromford Premier Housing Association Limited or such other person entitled to the reversion immediately expectant on the determination of the Headlease.
- 3 (02.10.2007) The price stated to have been paid on 29 September 2006 was £85,000.
- 4 (02.10.2007) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

## C: Charges Register

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

- 1 (01.04.1993) 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.

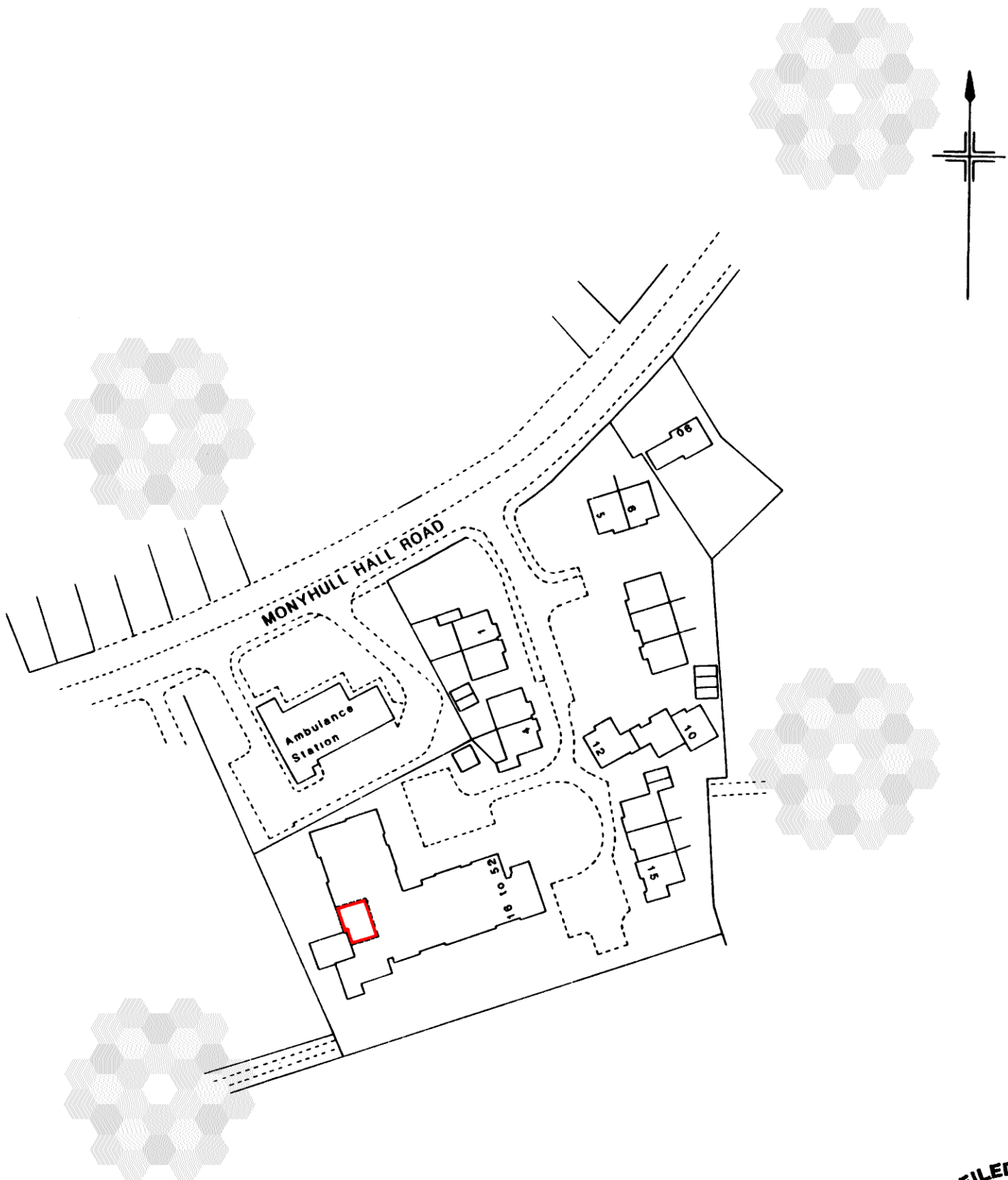
This official copy is issued on 22 February 2010 shows the state of this title plan on 22 February 2010 at 12:26:43. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It 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 .

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H.M. LAND REGISTRY		TITLE NUMBER	
		<b>WM571930</b> ✓	
ORDNANCE SURVEY PLAN REFERENCE	SP 0679	SECTION W	Scale 1/1250
COUNTY WEST MIDLANDS		DISTRICT BIRMINGHAM	© Crown Copyright



BROMFORD PREMIER HOUSING ASSOCIATION LIMITED

- to -

MR AND MRS EADON

Photo  
Copy



WM571930



SEQ126

FLAT UNDERLEASE

relating to  
Plot 32 Postal No 48  
Premier Court  
Monyhull Hall Road  
Kings Norton  
Birmingham

WE HEREBY CERTIFY THAT THE  
WITHIN WRITTEN COPY DEED IS  
A TRUE COPY OF THE ORIGINAL  
*Car Wright*  
5 OAK TREE LANE  
SILEY OAK  
BIRMINGHAM B29 6JE  
SOLICITORS

Needham & James  
25 Meer Street  
Stratford upon Avon  
Warwickshire  
B37 6QB

Tel: 0789 414444

C13013L09

2516  
4/3

C13013L09

H M LAND REGISTRY  
24 MAR 1993  
Land Registration Acts 1925 to 1986  
FINANCE ACT 1993  
3



COUNTY AND DISTRICT: West Midlands Birmingham  
TITLE NUMBER: WM479598  
PROPERTY: Land at Monyhull Hall Road Kings Norton



PARTICULARS

Landlord: BROMFORD PREMIER HOUSING ASSOCIATION LIMITED  
whose registered office is situate at L  
House Farm Park Sampson Road Sparkbrook  
Birmingham B11 1JZ



Occupier : ARTHUR EDWARD EADON and ELLEN MARY  
both of 30 Laurel Avenue Polesworth Tamworth



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 in the Coventry District Land  
Registry under title number WM479598

The Unit: One residential unit comprising Flat No.  
32 on the second floor of the Building

erected on the Property which Plot is shown edged in red on the attached plan and includes the fixtures and fittings therein

The Common Parts:

the entrance landings lifts staircases common lounge kitchen landing water closets and other parts (if any) of any building on the Property and any fences boundary walls hedges gardens car parking areas footpaths driveways roads 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 Occupier in common with the occupiers of the other units on 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 Occupier 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

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

The Building: any building constructed on the Property of which a Unit forms part

RPI on Commencement Date: 115.6

Premium: the sum of £51,000.00

Specified Proportion: 2.05% or such other percentage as the Landlord shall in its absolute discretion determines

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 the 26th day of February 1993  
BETWEEN THE LANDLORD of the one part and THE OCCUPIER of the other part

RECITES THAT:

(A) The Landlord is an Industrial and Provident Society registered under the Industrial and Provident Societies Act 1965 under Number R16487

(B) The Landlord is or will be registered at H M Land Registry as proprietor with absolute title to the leasehold interest in the Property

(C) 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 occupier for the time being of a unit in the Building may be able to enforce the observance of the covenants by the occupier of any other unit in the Building

AND NOW WITNESSES as follows:-

1. (1) References to "the Landlord" and "the Occupier" shall include the successors in title of them respectively and successors in title in relation to the Occupier has the same meaning which that expression bears in sub-section 9 (1) (a) of the Perpetuities and Accumulation Act 1964

(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

(3) Where the Occupier is more than one person the covenants on the part of the Occupier shall be joint and several covenants

(4) The singular includes the plural and the masculine includes the feminine and neuter and vice versa

(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 Occupier's covenants reserved and contained below the Landlord HEREBY DEMISES the Unit to the Occupier TOGETHER WITH the easements rights and privileges mentioned in the Second Schedule subject as there mentioned EXCEPT AND RESERVING the rights set out in the Third Schedule. TO HOLD the Unit to the Occupier for the term of ninety nine years from the Commencement Date (less the last day thereof) yielding and paying therefor the rent of £30 per annum which shall be increased every five years from the Commencement Date to a sum equal to £30 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 1st day of each month the first payment to be made on the date hereof provided always that whilst the rent payable by the Landlord under clause 2 of the Headlease is a peppercorn the yearly rent payable hereunder shall be a peppercorn

3. The Occupier HEREBY COVENANTS with the Landlord

- (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
- (2) (a) 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 occupier thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of any property of which the Unit

forms a part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Unit

(b) To pay the Service Charge in accordance with clause 7

- (3) 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 covering 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 not 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 Occupier)
- (4) As often as is reasonably necessary and in the last month of the term however determined in a proper and workmanlike manner (and in the last month of the term in colours approved by the Landlord) to paint paper treat and generally decorate in a style appropriate to property of a like character all the inside of the Unit previously or usually so painted papered treated and decorated
- (5) Forthwith to repair and make good any damage to the Common Parts caused by the Occupier or the Occupier's family servants or licensees or by any other person under the control of the Occupier in such manner as the Landlord shall direct and to its reasonable satisfaction
- (6) (a) 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

(b) 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

- (7) To execute and do at the expense of the Occupier 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 Occupier 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
- (8) Promptly to serve on the Landlord a copy of any notice order or proposal relating to the Unit and served on the Occupier by any national local or other public authority
- (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 Occupier hereunder or in respect of any application to the Landlord from the Occupier pursuant to any of the provisions hereof
- (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 Occupier on the Unit or any part thereof or in respect of any user thereof during the term

- (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 Occupier and for which the Occupier is liable under this Underlease within three months after the giving of such notice
- (12) If the Occupier 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 Occupier to the Landlord on demand
- (13) At all reasonable times during the term on notice to permit the Landlord and the lessees of other Unit in the Building with workmen and others to enter the Unit for the purpose of repairing any 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
- (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

Occupier's liability under this sub-clause unless the insurance money is irrecoverable by reason of any act or default of the Occupier

- (15) (a) 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 (b) and (c) hereof
- (b) 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)
- (c) 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 Occupier the Landlord will act reasonably
- (d) On every assignment by the Occupier or upon the grant of probate or letters of administration of the estate to executors or administrators the Occupier 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 Occupier (where the Occupier 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 Occupier or in each case the amount required for the reserve payable by the occupier pursuant to Clause 7(4)(b) as

reduced pursuant to Clause 7(4)(c) 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 Occupier to a reserve pursuant to the provision of clause 7(4)(b) 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

- (16) Within one month of any assignment mortgage charge or devolution of the Occupier'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 Occupier 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 Occupier will pay to the Landlord a reasonable fee for the registration of the notice or copy document
- (17) To be and to remain a member of the Landlord whilst this Underlease is vested in the Occupier
- (18) To provide carpets or such other suitable floor coverings to the floors of the Unit
- (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 Occupier

- (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
- (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 occupier 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:

- (1) That the occupier and the persons deriving title under the Occupier will at all times observe the covenants set out in the First Schedule
- (2) That the Occupier and the persons deriving title under the Occupier 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 occupier 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 occupier as follows:

- (1) That the occupier 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

(2)

That the Landlord will at all times during the term (unless such insurance shall be vitiated by any act or default of the Occupier) 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 occupier or the occupier'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 Occupier 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

(3)

(a) That (subject to payment of the rent and service charge and except to such extent as the occupier of any other part of the Building shall be liable in respect thereof respectively under the terms of this Underlease or of any other lease) the Landlord shall maintain repair redecorate and renew:

(i) the roof foundations and main structure of the Building and all external parts thereof including all external and load-bearing walls the windows and all entrance doors on the outside of the flats within the Building (save the glass in any such doors and windows and the interior surfaces of walls) and all parts of the Building which are not the responsibility of the Occupier under this Underlease or of any other occupier in the Building

(ii) the pipes sewers drains wires cisterns and tanks and other gas electrical drainage ventilation and water apparatus and machinery in under and upon the Building (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)

(iii) the Common Parts

(iv) any special installations provided including the alarm call system for all units and the door entry system for that part of the Building comprising the block of flats

(b) That subject as aforesaid and so far as practicable the Landlord will keep the Common Parts of the Building adequately cleaned and lighted

(c) That the Landlord will provide a good neighbour service brief particulars of which are set out in the Fourth Schedule hereto and an alarm call system

PROVIDED THAT:

(i) the Landlord shall not be liable to the Occupier for any failure in or interruption of such services not attributable to its neglect or default; and

(ii) 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 occupiers of the Building

(4) That every underlease or tenancy of units in the Building hereafter granted by the Landlord shall contain covenants to be observed by the Occupier 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) If so required by the Occupier to enforce the covenants similar to those contained in this Underlease which are or may be entered into by the occupiers of other units in the Building so far as they affect the Unit provided the occupier indemnifies the Landlord against all costs and expenses of such enforcement and pays on account of such such a sum reasonably required by the Landlord

(6) 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 Occupier is so obliged under the terms of this Underlease

(7) That the ground rent described in clause 2 less the amount payable under the Headlease apportioned to the unit shall be counted towards the occupiers payment of the service charge referred to in clause 7

6. Provided always and it is hereby agreed as follows:

(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 Occupier 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 Occupier'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 Occupier of whom the Landlord has received proper notice pursuant to clause 3 (16) hereof before commencing any proceedings for forfeiture of this Lease

- (2) The Landlord shall not be liable for any damage suffered by the Occupier or any member of the Occupier's family or any employee servant or licensee of the Occupier through any defect in any fixture tank pipe wire staircase machinery apparatus or thing in the Building or through the neglect default or misconduct of any servant employed by the Landlord in connection with the Building or for any damage to the Unit due to the bursting or overflowing of any pipe tank boiler or drain in the Building except in so far as any such liability may be covered by insurance effected by the Landlord
- (3) In the Landlord's opinion this Lease is excluded from the Leasehold Reform Act 1967
- (4) Notwithstanding anything contained in this Underlease the Landlord shall have power without obtaining any consent from or making any compensation to the Occupier to deal as the Landlord may think fit with any other land buildings or units adjoining or near to the Building and to erect rebuild or heighten on such other land or units any buildings whatsoever whether such buildings 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 Occupier or other tenants or occupiers of the Unit
- (5) 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

(6) Every internal wall separating the Unit from any other part of the Building shall be a party wall severed medially

7. (1) In this clause the following expressions have the following meanings:

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

(2) The Occupier 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 reserve referred to sub-clause (4)(b) hereof shall be held by the Landlord in trust for the Occupier until applied towards the matters referred to in sub-clause (4)(b) hereof and all such sums shall only be so applied. Any interest on 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

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 (4) of this clause

(4) The Service Provision shall consist of a sum comprising:

(a) 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 (5) of this clause together with

(b) 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 term 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)

(c) a reduction relating to any unexpended reserve already made pursuant to paragraph (b) of this sub-clause in respect of any such expenditure as aforesaid

(5) The relevant expenditure to be included in the Service Provision shall comprise all expenditure reasonably incurred by the Landlord in connection with the repair management maintenance and provision of services for the Building and shall include (without prejudice to the generality of the foregoing):

(a) 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) (c) shall include

the full cost of employment of the Good Neighbour (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 Good Neighbour)

(b) 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 Building

(c) all reasonable fees 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 Building 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

(d) 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 whole of the Building or on the whole or any part of the Common Parts

(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 (a) of sub-clause (4) of this clause shall have exceeded or fallen short of the actual expenditure in the Account Year and shall supply the Occupier with

a copy of the certificate and the Occupier 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 Occupier 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

(7) The Landlord will for the period that any units in the Building are not let on terms making the Occupier liable to pay a Service Charge corresponding to the Service Charge payable under this Lease provide in respect of all such units

(i) a sum equal to the total that would be payable by the occupiers thereof as aforesaid by way of contribution to the reserve referred to in paragraph (b) and (c) of sub-clause (4) and the said reserve shall be calculated accordingly and

(ii) a sum equal to the total that would be payable by the occupiers thereof as aforesaid by way of contribution to the actual expenditure referred to in sub clause 7(5)

For the avoidance of doubt it is hereby agreed and declared that the provisions of Section 18 Landlord and Tenant Act 1985 shall apply to the provisions hereof

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

9. The Landlord and the Occupier hereby apply to the Chief Land Registrar to enter a restriction in the following form in the proprietorship register of the Occupiers 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 Occupier has hereunto set his hand and seal the day and year first above written

THE FIRST SCHEDULE above referred to

Mutual Covenants

1. Not to use the Unit nor permit the same to be used for any purpose whatever other than as the Occupier'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 occupiers 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 or thing which may render void or voidable any policy of insurance on any units in or part of the Building 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 Building

THE SECOND SCHEDULE above referred to

Easements Rights and Privileges Included in the Lease

1. The right for the Occupier and all persons authorised by the Occupier (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 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 Occupier with workmen and others at all reasonable times on notice (except in the case of emergency) to enter upon other parts of the Building

(a) for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires or

(b) 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 above referred to

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 paragraphs 2 3 and 4 of the Second Schedule

2. The right for the Landlord and its surveyors or agents with or without workmen and others at all reasonable times on notice (except in case of emergency) to enter the Unit for the purpose of carrying out its obligations under this Lease

3. The loadbearing walls of the Building the floor structure and (if the Unit are on the top floor of the Building) the roof

THE FOURTH SCHEDULE above referred to

Details of Good Neighbour Service

The Resident Good Neighbour and the Alarm Call System

1. The Role of the Resident Good Neighbour

the aim of the Good Neighbour is to foster a happy and harmonious environment on the scheme by offering a friendly approach whilst respecting the independence of residents

The Good Neighbour has a number of responsibilities which are outlined below and is the main point of contact between residents and Bromford Housing Association. The Good Neighbour is in regular contact with Bromford'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 office staff directly

We must point out that the Good Neighbour will not be able to provide personal care nursing or medical services. Should this type of care become necessary because of frailty or illness residents will need to make their own arrangements. However the Good Neighbour 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 Good Neighbour is employed by Bromford Housing Association

The Good Neighbour will :-

- (i) 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 9.00 am - 11.00 am plus 2 hours later in the day as necessary
- (ii) Be available to answer the alarm system on duty days from midnight to 11.00 am and for the two hours later in the day as described in (i). The Good Neighbour will also remain on call on duty days whenever present on the scheme
- (iii) Obtain assistance as appropriate in response to an alarm call
- (iv) Undertake administrative tasks including reporting of items of repair

and grounds maintenance for which the Association is responsible collecting and banking items such as laundry charges and maintaining certain scheme records

- (v) Keep the internal common parts and communal facilities clean. An additional five hours per 5 day week will be worked for this purpose to be organised as agreed between the Good Neighbour and Bromford Housing Association
- (vi) Liaise with the Area Housing Manager to arrange contact with the scheme during longer holiday periods
- (vii) Switch the alarm system over to the Central Control facility on non-duty days or when not on the scheme
- (viii) Make appropriate administrative or housekeeping arrangements for the use of the communal facilities or for domestic matters such as the disposal of refuse
- (ix) Report breaches of any House Rules or any terms and conditions of a Lease to Bromford Housing Association
- (x) Maintain a record of emergencies and action taken of the use of master keys and of any other notable occurrence
- (xi) 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
- (xii) Deal with sudden illness and death by contacting the appropriate sources of help informing both relatives and Bromford Housing Association
- (xiii) Unobtrusively observe the changing needs of residents, while respecting and encouraging their independence
- (xiv) Help residents feel at home, and encourage a neighbourly self supporting attitude among residents

- (xv) Ensure that all residents are seen regularly but not through a daily visit. When written requests are received the Good Neighbour will contact residents daily over the alarm system
- (xvi) 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 Good Neighbour is off-duty or not on the Scheme

Whenever the Good Neighbour 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 call system. During longer holiday periods we will also ensure that other members of Bromford'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 unit 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 Good Neighbour will visit you to :

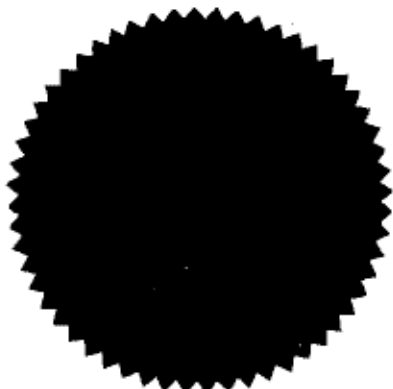
- (i) Welcome you and to introduce herself
- (ii) Show you how to use the alarm the sound that it makes, and how it alerts the Good Neighbour or the Central Control to an emergency

(ii) 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 Good Neighbour every day. The Good Neighbour 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

THE COMMON SEAL of BROMFORD )  
PREMIER HOUSING ASSOCIATION )  
LIMITED was hereunto affixed )  
in the presence of:- )



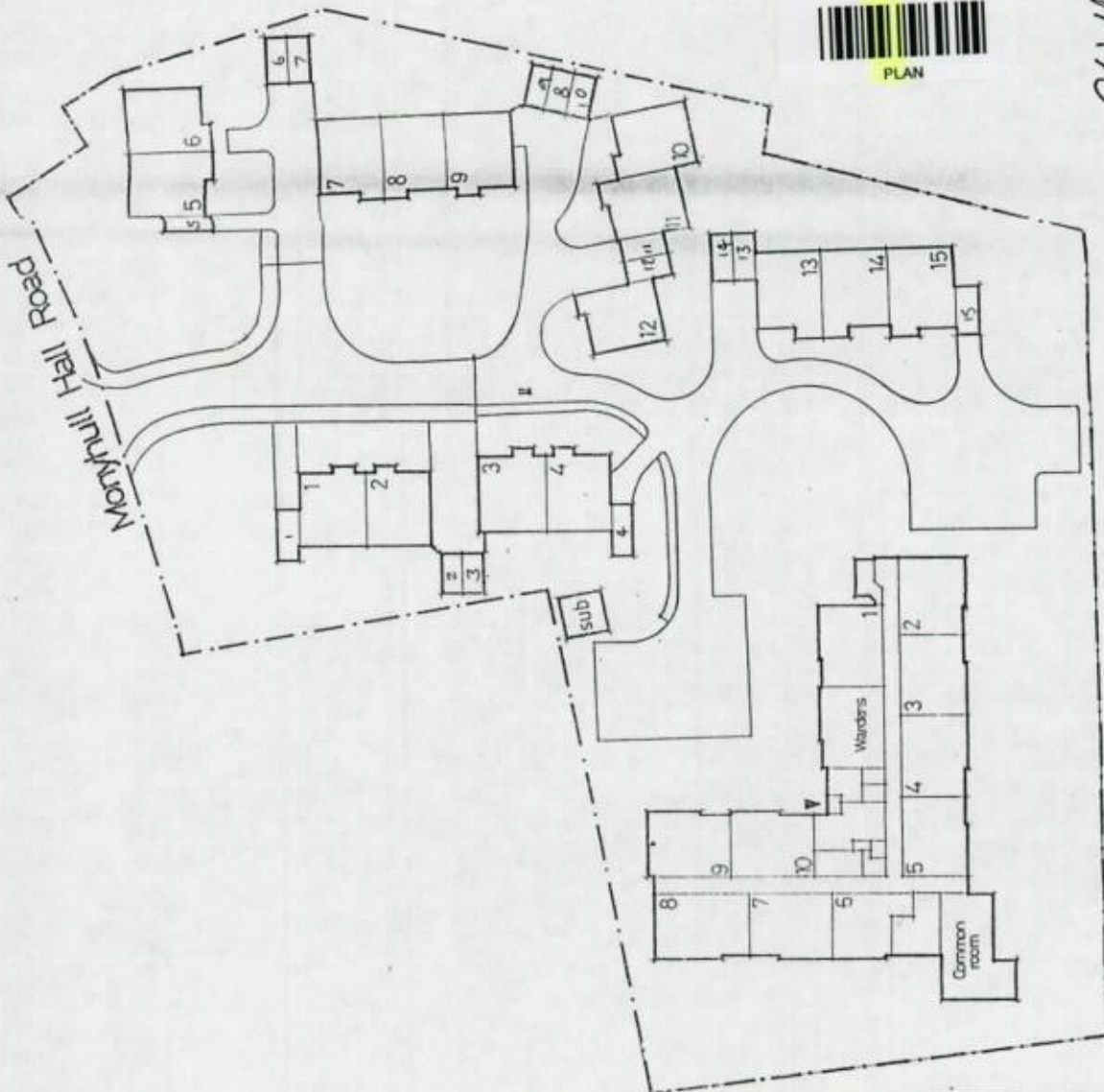
Committee Member ..... *[Handwritten Signature]*

Committee Member ..... *[Handwritten Signature]*

Secretary ..... *[Handwritten Signature]*

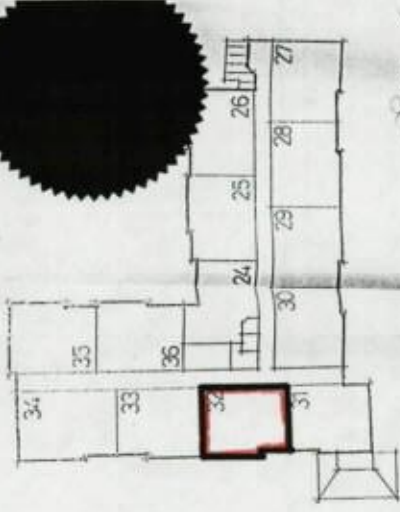
[ON COUNTERPART]

SIGNED SEALED AND DELIVERED by the )  
said ARTHUR EDWARD EADON AND )  
ELLEN MARY EADON in the )  
presence of:- )



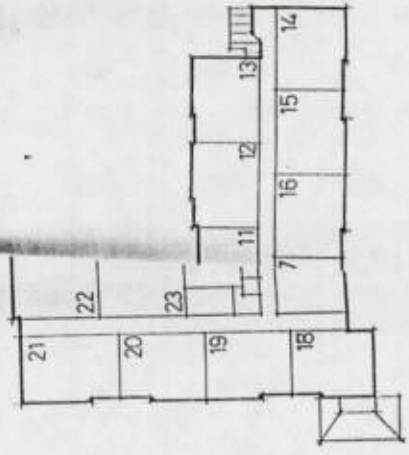
Ground floor  
Scale 1:500

*Clifford*  
22.8.57



Second floor

*22/8/57*  
*Clifford*  
*22.8.57*



First floor



# SEARCHES

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**Report undertaken and prepared on behalf:**

SPS Limited 9 Whitburn Street Bridgnorth WV16 4QN	<b>Client Ref:</b> 8572
	<b>Our Ref:</b> XX11046
	<b>Date of Report:</b> 27 February 2010

**Address (of land or property being the subject of search)**

48 Premier Court 100 Monyhull Hall Road Birmingham West Midlands B30 3QJ
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**Local Authority Information**

Birmingham City Council Alpha Tower Suffolk Street Queensway P.O. Box 28 Birmingham B1 1TU	Tel: 0121 303 9944 Fax: 0121 303 4708 Email: <a href="mailto:land.charges@birmingham.gov.uk">land.charges@birmingham.gov.uk</a> Web: <a href="http://www.birmingham.gov.uk">www.birmingham.gov.uk</a>
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The report compiled and prepared by RightSearch following instruction from the above named client is subject to standard terms and conditions. The report is compiled and prepared within 48 hours of the relevant information being obtained. RightSearch is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code.



Sophia House,  
28 Cathedral Road,  
Cardiff,  
CF11 9LJ

Tel: 029 20 660192  
Fax: 029 20 660219

DX 141858  
CARDIFF 28



## LOCAL LAND CHARGES REGISTER ENTRIES

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

### RESULTS OF SEARCH OF LOCAL LAND CHARGES REGISTER

Part One - General Financial Charges	No Entries
Part Two - Specific Financial Charges	No Entries
Part Three - Planning Charges	Refer to Page 10
Part Four - Miscellaneous Charges	Refer to Page 10
Part Five - Fenland Ways Charges	No Entries
Part Six - Land Compensation Charges	No Entries
Part Seven - New Towns Charges	No Entries
Part Eight - Civil Aviation Charges	No Entries
Part Nine - Opencast Coal Charges	No Entries
Part Ten - Listed Building Charges	No Entries
Part Eleven - Light Obstruction Notices	No Entries
Part Twelve - Drainage Scheme Charges	No Entries

*It is confirmed that the Search of the Register of Local Land Charges reveals the Registrations referred to above*

## 1. Planning & Building Regulations

### 1.1 Planning and Building Regulation

#### 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:-*

<b>a</b>	a planning permission	1.1 (a)	None
<b>b</b>	a listed building consent	1.1 (b)	None
<b>c</b>	a conservation area consent	1.1 (c)	None
<b>d</b>	a certificate of lawfulness of existing use or development	1.1 (d)	None
<b>e</b>	a certificate of lawfulness of proposed use or development	1.1 (e)	None
<b>f</b>	building regulation approval	1.1 (f)	None
<b>g</b>	a building regulation completion certificate	1.1 (g)	None
<b>h</b>	any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?	1.1 (h)	None

The replies attaching to this search of the records of Birmingham City Council are intended to relate wholly and exclusively to that land or premises being the subject of the search enquiry.  
www.birmingham.gov.uk

### 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?*

City of Birmingham UDP Adopted 11th October 2005  
City of Birmingham Local Development Framework dated December 2006  
West Midlands Regional Spatial Strategy  
General Policy Designation - Within Settlement Limits/Housing  
Housing/Residential  
Within Settlement Limits  
City Wide Policies Apply

This reply reflects policies and/or proposals outlined in (1) the City of Birmingham UDP (2) the City of Birmingham Local Development Framework Scheme and (3) the West Midlands Regional Spatial Strategy as prepared by the West Midlands Local Government Association.

## 2. ROADS

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

- |          |  |       |  |
|----------|--|-------|--|
| <b>a</b> | highways maintainable at public expense?   | 2 (a) | Monyhull Hall Road is Maintained. Internal Access/Parking & Service Areas are not Maintained |
| <b>b</b> | subject to adoption and supported by a bond or bond waiver;                          | 2 (b) | Not Applicable   |
| <b>c</b> | To be made up by a Local Authority who will reclaim the cost from the frontagers; or | 2 (c) | Not Applicable   |
| <b>d</b> | To be adopted by a Local Authority without reclaiming the cost from the frontagers?  | 2 (d) | Not Applicable   |

The status of the Roadway being made subject to the search has been derived from an inspection of the Official list of Roads maintainable at the Public Expense as held by Birmingham City Council as the Highway Authority pursuant to Section 36 of the Highways Act 1980. The existence of a Roadway, Footpath, Footway, Track, Registered Public Footpath, Byway (Byway open to all traffic) (BOAT)), Restricted Byway or Bridleway is not intended to infer an automatic right to use same.

### 3. OTHER MATTERS

#### 3.1 Land required for Public Purposes

*Is the property included in land required for public purposes?*

3.1 No

#### 3.2 Land to be acquired for Road Works

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

3.2 No

#### 3.3 Drainage Agreements and Consents

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

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

3.3 (a) No

3.3 (b) No

In the event of any subsequent enquiries which may need to be addressed for the attention of the Water Company, you should note that the official undertaker is Severn Trent Searches [www.severntrentsearches.co.uk](http://www.severntrentsearches.co.uk)

### 3.4 Nearby Road Schemes

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

- |          |   |         |    |
|----------|---|---------|----|
| <b>a</b> | The centre line of a new trunk road or special road specified in an order, draft order or scheme;   | 3.4 (a) | No |
| <b>b</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;  | 3.4 (b) | No |
| <b>c</b> | The outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) construction of a roundabout (other than a mini roundabout); or (ii) widening by construction of one or more additional traffic lanes;   | 3.4 (c) | No |
| <b>d</b> | The outer limits of (i) construction of a new road to be built by a Local Authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway (Underpass, Flyover, Footbridge, Elevated Road or Dual Carriageway; or (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes;    | 3.4 (d) | No |
| <b>e</b> | The centre line of the proposed route of a new road under proposals published for public consultation   | 3.4 (e) | No |
| <b>f</b> | The outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway, (ii) construction of a roundabout (other than a mini roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation? | 3.4 (f) | No |

### 3.5 Nearby Railway Schemes

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

3.5 No

**3.6 Traffic Schemes**

*Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths (named in Box B) which abut the boundaries of the property:-*

<b>a</b> Permanent stopping up or diversion	3.6 (a)	No
<b>b</b> Waiting or loading restrictions	3.6 (b)	No
<b>c</b> One way driving	3.6 (c)	No
<b>d</b> Prohibition of driving	3.6 (d)	No
<b>e</b> Pedestrianisation	3.6 (e)	No
<b>f</b> Vehicle width or weight restriction	3.6 (f)	No
<b>g</b> Traffic calming works including road humps	3.6 (g)	No
<b>h</b> Residents parking controls	3.6 (h)	No
<b>i</b> Minor road widening or improvement	3.6 (i)	No
<b>j</b> Pedestrian crossings	3.6 (j)	No
<b>k</b> Cycle tracks; or	3.6 (k)	No
<b>l</b> Bridge building?	3.6 (l)	No

***Under the Road Traffic Regulations and other subsisting legislation Local Authorities are exercised with the responsibility to make traffic regulation orders to ensure the safe, secure, convenient and expeditious movement of vehicles. In certain circumstances Orders can also be made by Government Departments external to the Local Authority.***

**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:-*

<b>a</b> building works;	3.7 (a)	No
<b>b</b> environment	3.7 (b)	No
<b>c</b> health and safety	3.7 (c)	No
<b>d</b> housing	3.7 (d)	No
<b>e</b> highways; or	3.7 (e)	No
<b>f</b> public health?	3.7 (f)	No

**3.8 Contravention of Building Regulations**

*Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations?*

3.8 No

**3.9 Notices, Orders, Directions and Proceedings under Planning Acts**

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

- |          |  |         |    |
|----------|--|---------|----|
| <b>a</b> | an enforcement notice  | 3.9 (a) | No |
| <b>b</b> | a stop notice  | 3.9 (b) | No |
| <b>c</b> | a listed building enforcement notice   | 3.9 (c) | No |
| <b>d</b> | a breach of condition notice   | 3.9 (d) | No |
| <b>e</b> | a planning contravention notice  | 3.9 (e) | No |
| <b>f</b> | another notice relating to breach of planning control  | 3.9 (f) | No |
| <b>g</b> | a listed building repairs notice   | 3.9 (g) | No |
| <b>h</b> | in the case of a listed building deliberately allowed to fall into disrepair a compulsory purchase order with a direction for minimum compensation | 3.9 (h) | No |
| <b>i</b> | a building preservation notice   | 3.9 (i) | No |
| <b>j</b> | a direction restricting permitted development  | 3.9 (j) | No |
| <b>k</b> | an order revoking or modifying planning permission   | 3.9 (k) | No |
| <b>l</b> | an order requiring discontinuance of use or alteration or removal of building or works;  | 3.9 (l) | No |
| <b>m</b> | a tree preservation order  | 3.9 (m) | No |
| <b>n</b> | proceedings to enforce a planning agreement or planning contribution?  | 3.9 (n) | No |

**3.10 Conservation Area**

*Do the following apply in relation to the property:-*

- |          |  |          |    |
|----------|--|----------|----|
| <b>a</b> | the making of the area a Conservation Area before 31 August 1974:or    | 3.10 (a) | No |
| <b>b</b> | an unimplemented resolution to designate the area a Conservation Area? | 3.10 (b) | No |

**3.11 Compulsory Purchase**

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

3.11 No

**3.12 Contaminated Land**

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

- |          |   |             |
|----------|---|-------------|
| <b>a</b> | A contaminated land notice;   | 3.12 (a) No |
| <b>b</b> | In relation to a register maintained under section 78R of the Environmental Protection Act 1990:-<br>(i) a decision to make an entry; or<br>(ii) an entry                   | 3.12 (b) No |
| <b>c</b> | Consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice? | 3.12 (c) No |

Whilst the standard enquiries of Birmingham City Council have failed to disclose any registrations (outstanding or otherwise) with regards Contaminated Land, you are advised to undertake an Environmental Search Report.

**3.13 Radon Gas**

*Do records indicate that the property is in a 'Radon Affected Area' as identified by the Health Protection Agency?*

3.13 No

***Positive replies to this enquiry do not necessarily imply that Radon Gas is present at levels which would impose a significant risk. Formal Radon risk searches for individual properties can be requested of the Health Protection Agency.***

<http://www.hpa.org.uk>

## LOCAL LAND CHARGES REGISTER ENTRIES

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### Address (of land or property being the subject of search)

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

PART 3 (PLANNING CHARGES)

Tree Preservation Order  
Monyhull Hall Rd, Kings Norton  
T & C P Acts  
3/11/86

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PART 4 (MISCELLANEOUS CHARGES)

Smoke Control Order  
City of Birmingham Revocation (No 1) Order  
City of Birmingham Consolidation (No 2) Order  
1.1.88

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## PLANNING HISTORY, REGISTRATIONS & ENTRIES MAINTAINED PURSUANT TO THE TOWN & COUNTRY PLANNING ACTS

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Address (of that property or parcel of land being the subject of search)

48 Premier Court  
100 Moryhull Hall Road  
Birmingham  
West Midlands  
B30 3QJ

There is no Planning History  
Building Regulations  
1.1 (f) None  
1.1 (g) None  
1.1 (h) None

Informative: We have taken the decision to effect the standard reporting timeframe of the Local Authority with regards matters of Planning History ALTHOUGH any available earlier entries that you may wish to access will be available from our archive service on request.

## **SOURCES OF INFORMATION**

**We have obtained the information to compile this search report from the following locations:**

### **Local Land Charges**

**We have been provided with formal Local Authority produced data specific to the property following submission of the property address to**

Birmingham City Council

**Information obtained from this department is reported in questions 1.1(a-e), 3.3(a-b), 3.7(a-f), 3.9(a-n), 3.10(a-b) and 3.11**

### **Planning Department**

**We have remotely inspected Local Authority produced computerised records held on behalf**

Birmingham City Council

**Information obtained from this department is reported against questions 1.1(a-e) and 3.8**

### **Highways Department**

**We have remotely inspected:**

**The List of Highways maintainable at the public expense and/or**

**The Map of Public Highways as maintained by the relevant Public Highway Authority**

**The current Local Plan / Unitary Development Plan (UDP) Documentation**

**The Local Development Policy Framework (LDF) Documentation**

**The Highway Authority Transport Rolling Programme**

**Traffic Management Policy, Plans & Proposals**

**Information obtained from this department is reported against questions 2(a-d), 3.4(a-f) and 3.6(a-l)**

## **Building Regulations Department**

**We have been provided with Local Authority produced data specific to the property following submission of the property address to**

Birmingham City Council

**Information obtained from this department is reported against questions 1.2, 3.1, 3.2 and 3.5**

## **Public Policy Records**

**We have remotely inspected:**

**Local Plan / Unitary Development Plan (UDP) Documentation**

**Local Development Policy Framework (LDF) Documentation**

**County Council Structure Plan Documentation**

**Regional Policy Planning Guidance Documentation**

**Information obtained from this department is reported against questions 1.2, 3.1, 3.2 and 3.5**

## **Contaminated Land**

**We have remotely inspected:**

**The Register of Contaminated Land held by**

Birmingham City Council

**We also recommend that a commercial environmental search be undertaken due to the incomplete nature of the Register of Contaminated Land maintained by this authority.**

**Information obtained from this department is reported against questions 3.12(a-c)**

## **Radon Data**

**We have inspected the Health Protection Agency maps (2007 Version)**

**Information obtained from this record source is reported at question 3.13**

## **THE SEARCH CODE**

### **Important Consumer Protection Information**

This search has been produced by RightSearch Ltd, of Sophia House, 28 Cathedral Road, Cardiff, CF11 9LJ (Tel: 029 20 660192, Fax: 029 20 660219) which is registered with the Property Codes Compliance Board as a subscriber to the Search Code.

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

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

#### **The Code's main commitments**

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

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

#### **Keeping to the Search Code**

How search organisations maintain compliance with the Search Code is monitored independently by the Property Codes Compliance Board (PCCB). If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for your complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final resolution after your complaint has been formally considered or if the firm has exceeded the response timescales, you may refer your complaint to the Independent Property Codes Adjudication Scheme (IPCAS). IPCAS can award compensation of up to £5,000 to you if it finds that you have suffered loss as a result of your search provider failing to keep to the Code.

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

IPCAS Contact Details:

Telephone: 020 7520 3800

Email: [info@idrs.ltd.uk](mailto:info@idrs.ltd.uk)

You can also get more information about the Property Codes Compliance Board from our website at: [www.propertycodes.org.uk](http://www.propertycodes.org.uk).

**PLEASE ASK YOUR SEARCH ORGANISATION IF YOU WOULD LIKE A COPY OF THE FULL SEARCH CODE**

**We have a formal written complaints procedure for handling complaints speedily and fairly.**

**If you wish to make a complaint, please contact:**

**RightSearch Ltd of Sophia House, 28 Cathedral Road, Cardiff, CF11 9LJ  
(Tel: 029 20 660192, Fax: 029 20 660219).**

**We will:**

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

**If you are not satisfied with our final response, you may refer the complaint to the Independent Property Codes Adjudication Scheme: Tel: 020 7520 3800 or E-mail: [info@idrs.ltd.uk](mailto:info@idrs.ltd.uk).**

**We will co-operate fully with the independent adjudicator during an investigation and comply with his final decision.**

**TERMS AND CONDITIONS OF BUSINESS – 2009**  
**RightSearch Limited**

**1. Definitions**

In these Terms the following words shall have the following meanings:

**1.1 "Charges" means our charges for providing the Services, which will be notified to you on the Order Form.**

**1.2"Client" means the seller, buyer, potential buyer and a lender in respect of the Property who is the intended recipient of the Report and has an actual or potential interest in the property.**

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

**1.4"Information" means any information supplied by You to Us in connection with the provision of the Services including any information provided by you in an Order.**

**1.5"Intellectual Property Rights" means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property right.**

**1.6"RSO" (RightSearch Online) is the RightSearch website system. You will have been supplied a username and password for accessing the website.**

**1.7"Literature" means our brochures, price lists and advertisements in any type of media, including the content of the Website.**

**1.8"Order" means the request for Services by You.**

**1.9"Order Form" means the electronic order form on our website.**

**1.10"Property" means an address or location for which RightSearch provides a Service.**

**1.11"Report" means local report prepared by the suppliers in respect of the Property.**

**1.12"Service(s)" means the supply of services by Us to You including but not limited to property searches, reports and other services from time to time and includes our instructions to a Supplier, on your behalf.**

**1.13"Supplier" means any organisation or third party who provides data or information or reports of any form to RightSearch for the purposes of providing the Services.**

**1.14"Terms" means these terms and conditions of business.**

**1.15"You" and "Your" are references to the individual, company, partnership or organisation who accesses the Website or places an Order with RightSearch.**

**1.16"Website" means one of the family of RSO websites for which we have supplied you with a username and password.**

**1.17"We", "Us", "Our" and "RightSearch" are references to RightSearch Ltd whose registered office is at 33 Thornhill Road, Cardiff CF14 6PE.**

## **2. Agreement**

**2.1 The agreement between You and RightSearch shall come into existence when RightSearch accepts your completed Order.**

**2.2 These Terms, as maybe varied from time to time, shall govern the agreement between You and RightSearch to the exclusion of all other terms and conditions.**

**2.3 By submitting an Order, you shall be deemed to have accepted these Terms and You agree to be bound by these Terms when You place any Order. Your continued use of the Services shall amount to your acceptance of any variations to these Terms.**

**2.4 These Terms together with the Literature and Order comprise the whole agreement relating to the supply of the Services to You by RightSearch. You have not relied upon any representations save insofar as the same have been expressly incorporated in these Terms and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.**

## **3. Services**

**3.1 RightSearch shall use reasonable care and skill in providing the Services to You, however, the Services are provided on the express basis that the information and data supplied in the Services are derived from Suppliers and RightSearch does not warrant the accuracy or completeness of such information or data.**

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

**3.3 We reserve the right to make any changes to the Services to conform with any applicable statutory requirements or which we deem appropriate in our sole discretion.**

**3.4 Our Services and any Supplier services are provided solely for Your use, or the use of Your clients on whose behalf You have commissioned the Services, and shall not be used or relied upon by any third party, without Our written consent.**

**3.5 Any indication that we may give as to the time in which we will deliver the Reports will be a good faith estimate only. We will use all reasonable endeavours to deliver the Reports within the time-scale that we have estimated. However, time of delivery of Reports is not of the essence.**

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

**3.7 Copies of the report may be made for inclusion in a Home Information Pack, to comply with the Provisions of the Home Information Pack (No2) Regulations 2007 and the Housing Act 2004**

#### **4. Charges**

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

**4.2 RightSearch reserves the right to amend its prices from time to time and the Services will be charged at the price applicable at the date on which an Order is submitted.**

**4.3 On receiving an order from you, we will check the validity of the items and prices. If there is a problem with the item ordered or the price, we will contact you and offer to credit this order or amend it.**

**4.4 When paying by credit card, we automatically receive proof of payment.**

**4.5 If your account is set up for BACS payments, payment is required the same day and you will daily send us a statement of the payments to us.**

**4.6 If your account is set up for Direct Debit, we will collect the payment directly from your bank.**

**4.7 Processing of the order will commence when an Order is submitted and the Confirmation of Order is sent to you.**

**4.8 Invoices will be sent to you electronically (or made available online) confirming individual items of an order and the Charges for that order.**

#### **5. Cancellation of Services**

**5.1 If You want to cancel an Order submitted to Us then You agree to notify Us as soon as possible and in any event within 24 hours after the Order has been submitted. You will remain liable for any expenses or disbursements We may have incurred prior to receiving your notice of cancellation. All expenses or disbursement must be paid in accordance with Term 4. You will not be entitled to obtain a refund of the Charges if you cancel on or after the Confirmation Date.**

**5.2 Save as provided in Term 5.1 You will have no right to cancel an Order and any payments You have made shall not be refundable.**

#### **6. Termination**

**6.1 RightSearch may suspend or terminate any agreement between us without any liability to You with immediate effect if at any time:**

**(i) You fail to make any payment due in accordance with Term 4;**

**(ii) If You repeatedly breach or commit or cause to be committed a material breach of these Terms; or**

**(iii) You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so.**

**6.2 If the agreement is terminated under this Term 6 and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us having regard to the value of Services already provided to You.**

**6.3 RightSearch reserves the right to refuse to supply any or all Services to You without notice or reason.**

## **7. Events Beyond Our Control**

**7.1 We reserve the right without notice or liability to You, to defer the date of performance or to cancel the provision of the Services or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce). Provided that, if the event in question continues for a continuous period in excess of [60] days, you shall be entitled to give notice in writing to us to terminate the agreement.**

## **8. Warranties and Limitation of Liability**

**8.1 We provide warranties and accept liability only to the extent stated in this Term 8.**

**8.2 Nothing in these Terms excludes either party's liability for death or personal injury caused by its negligence.**

**8.3 As the information contained in the Services is provided to RightSearch by its Suppliers, RightSearch cannot control its accuracy or completeness, nor is it within the scope of RightSearch's Services to check the information provided by its Suppliers. Accordingly, RightSearch will only be liable to You for any loss or damage caused by its negligence or wilful default and RightSearch shall not in any other circumstances be liable for any inaccuracies, faults or omissions in the Services nor shall RightSearch have any liability if the Services are used otherwise than in accordance with these Terms.**

**8.4 RightSearch shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by RightSearch.**

**8.5 In any event, and notwithstanding anything contained in these Terms, RightSearch's total liability in contract, tort or otherwise shall not exceed £2m in respect of any single claim, event, or series of related claims or events.**

**8.6 RightSearch shall not be liable for any defect, failure or omission relating to the Services that is not notified to RightSearch within six months of the date of the issue becoming apparent and in any event within two years of the date of the Service.**

**8.7 RightSearch shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to Your computer equipment, software, data or other property resulting from Your access to, use of or browsing of the Website; or as a result of downloading any material, data, text, images, video or audio from the Website; or by the contents of or Your access to, any website linked to the Website; or for inaccuracies or typographical errors of information or on the Website.**

**8.8 All warranties, conditions and other terms implied by statute or common law are excluded, to the fullest extent permitted by law**

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

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

**8.11 We have insurance in place to meet the requirements of Schedule 6 paragraphs 4 and 5 of the Home Information Pack (No2) Regulations to protect**

the client against negligence by us and with regard to information to be included in the report. Our insurers in respect of the report are:  
**Professional Indemnity Insurance: AIS (Arlington Insurance Services) Ltd, Goldsmiths House, Regent Street, London, W1B 4HZ**  
**Private Local Authority Reports Warranty: Zurich Insurance plc, UK Branch Head Office, The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire, PO15 7JZ**

(i) RightSearch will be liable for any negligent or incorrect entry in the records searched. However as RightSearch cannot guarantee the accuracy of these records as they are maintained by the Local Authority, it has put in place private report warranty cover which protects the client against any financial loss suffered in such circumstances

(ii) RightSearch will be liable for any negligent or incorrect interpretation of the records searched.

(iii) RightSearch will be liable for any negligent or incorrect recording of that interpretation in the report

**8.12 Unless otherwise indicated on the front page of the report, the person who conducted and prepared the report has not knowingly had any personal or business relationship with any individual involved in the sale of the property**

## **9. Intellectual Property Rights**

**9.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either RightSearch or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.**

**9.2 You agree that You will treat and will procure that Your clients on whose behalf You have commissioned the Services will treat as strictly private and confidential the Services and all information which they obtain from the Services.**

**9.3 You agree that You will procure that Your clients on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with RightSearch change, amend, remove, alter or modify the Service or any trademark or proprietary marking in the Service.**

**9.4 We disclaim all proprietary rights including without limitation, Intellectual Property Rights with respect to provision of Services by Our Suppliers.**

**9.5 You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this Term 9.**

## **10. Assignment & Title Retention Clause**

**10.1 You shall not be entitled to assign Your agreement with Us or any part of it without Our prior written consent.**

**10.2 We may assign the agreement or any part of it to any person, firm or company.**

**10.3 Title to the Report shall remain vested in us and shall not pass to you until the purchase price for Report has been paid in full and received by us.**

## **11. General**

**11.1 The parties to these Terms do not intend that any term of Our agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.**

**11.2 Failure or delay by Us in enforcing or partially enforcing any provision of the agreement will not be construed as a waiver of any of Our rights under the agreement.**

**11.3 Any waiver by Us of any breach of, or any default under, any provision of the agreement by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the agreement.**

**11.4 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.**

**11.5 Unless otherwise stated in these Terms, all notices from You to RightSearch or vice versa must be in writing and sent to RightSearch's registered office address or Your address as stipulated in the Order.**

**11.6 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English Courts.**

# Residential Private Local Search Indemnity Insurance Policy

	<b>Schedule</b>	
<b>Policy Number</b>	LK648743 /	1004821
<b>Property (address)</b>	48 Premier Court 100 Monyhull Hall Road Birmingham West Midlands	
<b>Postcode</b>	B30 3QJ	
<b>Search Reference</b>	XX11046	<b>Date of Search</b>
	<b>(Commencement Date)</b>	27 February 2010
<b>Period of Insurance</b>	From the <b>Commencement Date</b> until <b>You</b> cease to have any interest in the <b>Property</b>	
<b>Premium</b>	£ 3.15 which is inclusive of Insurance Premium Tax of £ 0.15	
<b>Limit of Indemnity</b>	The amount at the <b>Commencement Date</b> at which the <b>Property</b> is marketed subject to a maximum of £2,000,000.	
<b>You/Your</b>	Any person or persons set out in Schedule 6, Part 2, Paragraph 6(a) (i) to (iii) of The Home Information Pack (No. 2 ) Regulations 2007 (SI 2007 No. 1667), namely: <ol style="list-style-type: none"> <li>1. the <b>Buyer</b>;</li> <li>2. a <b>Potential Buyer</b>;</li> <li>3. the <b>Seller</b>;</li> <li>4. a <b>Lender</b>.</li> </ol>	
<b>We/Our/Us</b>	Zurich Insurance plc, a public limited company incorporated in Ireland. Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ. Authorised by the Irish Financial Regulator and regulated by the Financial Services Authority for the conduct of UK business.	

## Your Policy

This is a legal document and should be kept in a safe place.

This policy is an agreement between **You** and **Us**.

**You** must read this policy and its conditions, exclusions, schedule and any endorsements as one contract. Please read all of them to make sure that they provide the cover **You** require. If they do not, please contact **Us** or **Your** insurance adviser who arranged the policy for **You**.

## Definitions

Where a word is defined below or in the schedule it shall carry the same meaning wherever it appears in bold text in this policy.

<b>Adverse Entry</b>	any entry or matter: <ol style="list-style-type: none"> <li>1. which was registered against the <b>Property</b> on the <b>Commencement Date</b> and would have been disclosed by an <b>Official Search</b> on the <b>Commencement Date</b> but which was not disclosed by the <b>Search</b>.</li> <li>2. which was registered against the <b>Property</b> and disclosed by the <b>Search</b> but which should not have been disclosed due to such entry erroneously forming part of the registers of the <b>Relevant Authority</b> at the <b>Commencement Date</b>.</li> <li>3. (applicable to a Buyer or Lender only) being any local land charge which was registered against the <b>Property</b> on the <b>Commencement Date</b> and which would have been disclosed by an <b>Official Search item 1</b> only but which <b>You</b> were not aware of and had no prior knowledge or information of at the time <b>Your</b> interest in the <b>Property</b> started due to a delay in that part of the <b>Search</b> being available to <b>You</b> on the <b>Commencement Date</b>.</li> </ol>
<b>Buyer</b>	a person buying an interest in the <b>Property</b> relying upon the <b>Search</b> .
<b>Insured Use</b>	the continued use of the <b>Property</b> as a single private residential house, flat or maisonette as existing and as constructed at the <b>Commencement Date</b> .
<b>Lender</b>	an institutional lender providing a loan to a <b>Buyer</b> secured on the <b>Property</b> .
<b>Market Value</b>	the value as determined by a surveyor appointed by agreement between <b>You</b> and <b>Us</b> (or in default of agreement) the President for the time being of the Royal Institution of Chartered Surveyors.
<b>Official Search</b>	a search carried out against the <b>Property</b> by the <b>Relevant Authority</b> in: <ol style="list-style-type: none"> <li>1. Form L1 of the Local Land Charges Rules 1977 Schedule 1; and/or</li> <li>2. Form Con 29 "Required" Enquiries of the Local Authority (2007 Edition)</li> </ol>

	(or any official form(s) that supersede or replace such form(s)).
<b>Potential Buyer</b>	a person other than the <b>Buyer</b> who receives a HIP from the <b>Seller</b> or his agent(s) and who relies upon the <b>Search</b> in contemplation of buying the <b>Property</b> .
<b>Relevant Authority</b>	the statutory authority or authorities responsible for maintaining the registers from which the subject matter of the <b>Search</b> is compiled.
<b>Search</b>	the search to which this policy is attached carried out against the <b>Property</b> by the <b>Search Provider</b> using information compiled from the registers of the <b>Relevant Authority</b> .
<b>Search Provider</b>	Rightsearch Limited, Sophia House, 28 Cathedral Road, Cardiff, CF11 9LJ Company No. 06485996

## Cover

We will pay the following losses sustained by **You** solely and directly due to **Your** reliance on the **Search** which did not contain the **Adverse Entry** and or as a result of an **Adverse Entry** which would have been disclosed by an **Official Search item 1** had one been available at the **Commencement Date**:

1. in respect of a **Buyer**:
  - (i) any reduction in **Market Value** of the **Property** calculated at the date **You** become aware of the **Adverse Entry**.
  - (ii) the amount of any financial charges(s) registered against the **Property**.
  - (iii) all other costs and expenses including out of court settlement costs incurred by **You** with **Our** prior written agreement.
2. in respect of a **Potential Buyer** any sums actually expended by **You** after the **Commencement Date** in contemplation of buying the **Property** if **You** do not proceed solely as a direct result of an **Adverse Entry**.
3. in respect of the **Seller** any abortive costs of sale incurred after the **Commencement Date** as a direct result of the **Adverse Entry**.
4. in respect of the **Lender** once **You** have repossessed the **Property** the difference between the outstanding amount of the loan at the time **You** become aware of the **Adverse Entry** and the amount recovered by **You** on the sale of the **Property** in so far as such difference directly results from an **Adverse Entry**.

## Protection for Mortgagees and Successors in Title

We will not avoid **Our** liability to make a payment to **You** solely because another person breaches the terms and conditions or provides false information to obtain this policy, provided such breach or false information was not committed or given on **Your** behalf or with **Your** knowledge or agreement.

## Exclusions

We will not pay for any:

1. amount in excess of the **Limit of Indemnity**.
2. loss in respect of any **Adverse Entry**:
  - (i) disclosed in the **Search** (with the exception of **Adverse Entry item 2**);
  - (ii) which **You** knew of (other than knowledge imputed to **You** by statute) at the **Commencement Date**;
  - (iii) which were entered in registers of the Relevant Authority after the **Commencement Date**;
  - (iv) which **You** became aware of after **You**:
    - (a) ceased to have any interest in the **Property**;
    - (b) chose not to purchase the **Property**.
3. loss which is recoverable under a household buildings insurance policy.
4. loss arising from:
  - (i) the identification or registration of any land as contaminated land pursuant to any environmental or contamination regulation or statute including (but not limited to) the Environmental Protection Act 1990;
  - (ii) any matter that would have been revealed by an enquiry of the Environment Agency.
5. loss if the **Property** is not used for the **Insured Use** on or after **Commencement Date**.

For and on behalf of the Zurich Insurance plc  
Guy Munnoch



Chief Executive Officer of Zurich Insurance plc, UK branch

## Claims Conditions and How to Claim

1. **You** must:
  - (i) give **Us** written notice as soon as possible of any potential or actual claim or any circumstances likely to result in a claim. Please provide the policy number, **Your** name, the full address of the **Property** and a brief description of the incident that has occurred.

Notifications should be sent to Zurich Conveyancing Underwriting Centre, East Core, 3 Minster Court, Mincing Lane, London EC3R 7DD or DX 507 London/City  
Tel: 020 7256 3838 Fax: 020 7256 3839

- (ii) pass all court documents and/or other communications to **Us** as soon as possible after receipt.
  - (iii) not deal with, make any admission of liability or attempt to settle a claim without **Our** prior written agreement.
  - (iv) agree to and carry out at **Our** expense all things necessary to minimise any loss.
  - (v) provide all information and assistance that **We** may require to help defend and settle the claim.
2. **We** are entitled to:
- (i) decide how to settle or defend a claim and may carry out proceedings in the name of any person insured under this policy, including proceedings for recovering any claim.
  - (ii) pay to **You** at any time, an amount equal to the **Limit of Indemnity** or any lower amount for which the claim can be settled, after deduction of any sum already paid. **We** may then give up control of and have no further liability in connection with the claim.
3. If **We** accept liability but **You** disagree with the amount **We** offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions. In such cases an award made by the arbitrator will be a condition precedent to any right of legal action against **Us**.
4. If a claim is fraudulent or false in any way, **We** will not make any payment and all cover under this policy will end, subject to the operation of the Protection for Mortgagees and Successors in Title clause.
5. If any claim is covered by any other insurance, **We** will not pay for more than **Our** share of that claim.
6. The most **We** will pay for any loss (or all losses in the aggregate), including costs and expenses agreed by **Us** is the **Limit of Indemnity**. Once **We** have paid a loss or losses equal to the amount of the **Limit of Indemnity**, **We** will have no further liability under this policy.

## General Conditions

1. The **Limit of Indemnity** must not be less than the amount for which the **Property** is marketed.
2. On receipt the result of any delayed **Official Search item 1** must be immediately placed within the HIP and or disclosed to a **Buyer** and or **Potential Buyer**.
3. **Our** liability to make any payment under this policy will be conditional upon **Your** compliance with its terms and conditions and the truth of any information provided to **Us** by **You** or on **Your** behalf to obtain the policy.
4. Neither **You** (nor anyone acting on **Your** behalf) must disclose the existence of this policy to any other party except **Your** legal advisers, prospective purchasers, lessees and tenants of the **Property**, their mortgagees and legal advisers.
5. This insurance contract is governed by the law that applies to that part of the United Kingdom where the **Property** is situated. If there is any dispute as to which law applies, it will be English law.
6. **You** cannot transfer the benefits of this policy to anyone else. However, if **You** die during the **Period of Insurance**, **We** agree that the benefits will pass to your estate and beneficiaries.

## Cancellation Rights

If you decide you do not want to accept the policy please tell us (or your insurance adviser), within 14 days of receiving the policy. We may, at our discretion, charge you for the time that you have been on cover, including insurance premium tax. Any refund will be made to the party who paid the premium. If you do cancel, you may be in breach of the terms of your mortgage or the terms of the contract for the sale of your property. If you are in doubt, you may wish to seek legal advice prior to cancellation

## Complaints Procedures

We want to provide a first class service. If you have any cause for complaint you should, in the first instance, contact Zurich Conveyancing Underwriting Centre, East Core, 3 Minster Court, Mincing Lane, London EC3R 7DD or DX 507 London/City  
Tel: 020 7256 3838 Fax: 020 7256 3839

Please quote the details of your policy (your surname and initials, policy number, the full address of the property, etc).

If you remain dissatisfied with the response, we will refer your complaint to our Customer Relations Team for a separate review. They will notify you once they receive your complaint and will provide you with a final response when they have completed their inquiries.

If we are unable to resolve your complaint to your satisfaction within 8 weeks, or if we have provided you with a final decision letter, you may be able to refer your complaint to the Financial Ombudsman Service (FOS). This is a free and impartial service.

The FOS can be contacted on 0845 080 1800 or emailed at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The FOS will only consider your complaint if, at the time of notification, you are a private individual, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million.

Following the Complaints Procedure does not affect your legal rights.

## **How We will use Your Data**

Zurich Insurance plc holds data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information, or to prevent and detect fraud, we may share information you give us with other organisations and public bodies, including the Police, accessing and updating various databases. If you give us false or inaccurate information and we suspect fraud, we will record this and the information will be available to other organisations that have access to the database(s). We can supply details of the databases we access or contribute to, on request.

**SPS**

9 Whitburn Street  
Bridgnorth  
Shropshire  
WV16 4QN

Order Date: **Monday, 22 February 2010**  
Order No: **20271765**  
Customer Ref: **8572**

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

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

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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 22 Feb, 2010 by James Brooks, 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](mailto: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

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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.

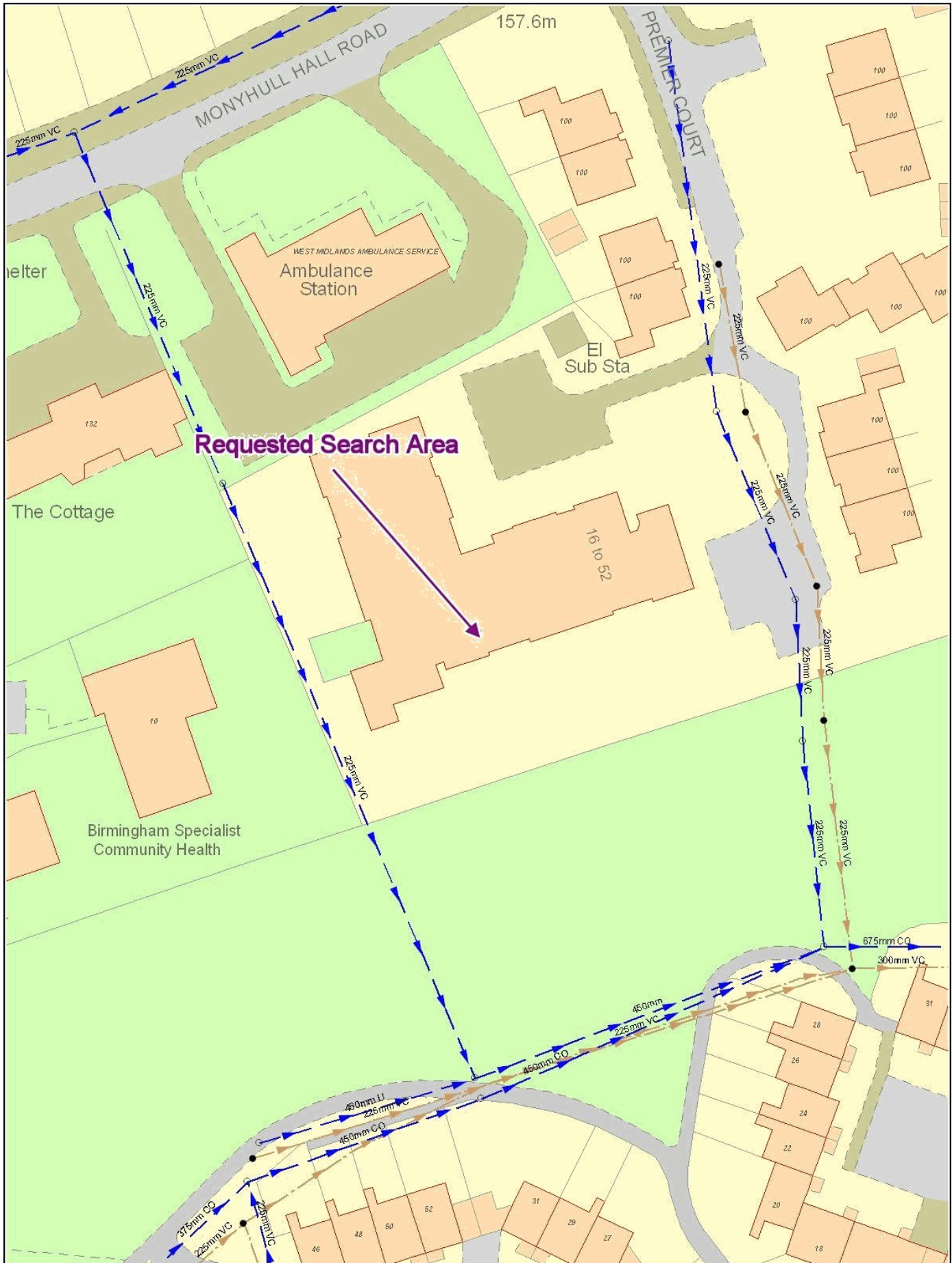
✓ This response represents the typical situation for a residential property.

📖 The attention of the purchaser is drawn to this response. Further information can be found in the Guidance Notes accompanying the relevant question, 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.

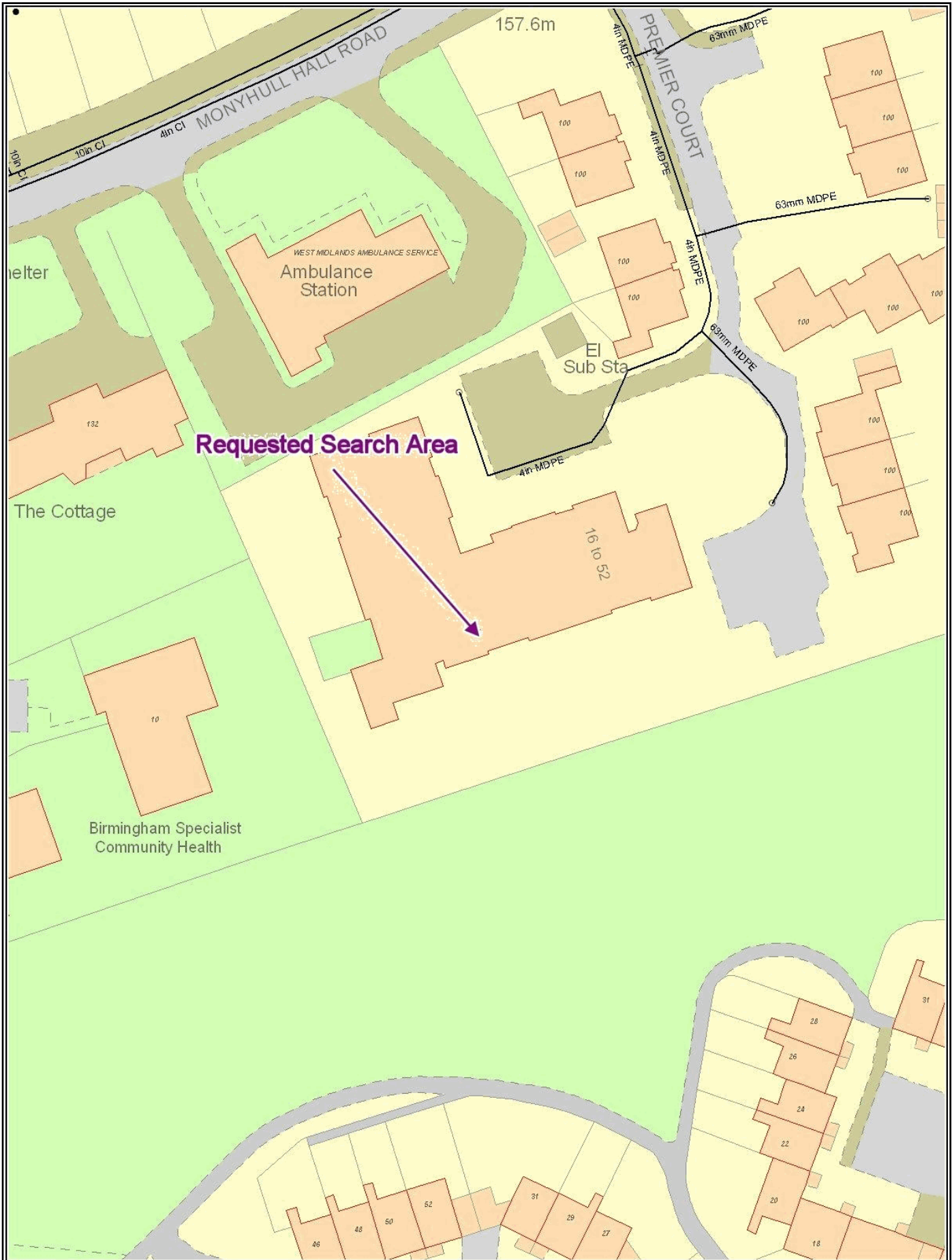
Question	Answer
3 Where relevant, please include a copy of an extract from the public sewer map.	<b>Map Provided</b> ✓
4 Does foul water from the property drain to a public sewer?	<b>Yes</b> ✓
5 Does surface water from the property drain to a public sewer?	<b>Yes</b> ✓
6 Are any sewers or lateral drains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

**SEWER RECORD 48 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.

**WATER RECORD 48 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>

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**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.

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**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.

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**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, See Details**

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. We recommended that further investigation is made into how the property is connected to the public sewerage system however the sewerage undertaker does not hold records of the location of these lengths of private drain/sewer.

**Question 9**

**Q9**

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



**No**

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

**Guidance Notes**

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

**Question 10**

**Q10**

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



**Map Provided**

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

**Guidance Notes**

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

**Question 11**

**Q11**

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



**No**

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

**Guidance Notes**

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

**Question 12**

**Q12**

**Who are the Sewerage and Water Undertakers for the area?**

The Sewerage Undertakers for the area are:

  
**See Answer**

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

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

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

The Water Undertakers for the area are:

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

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

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

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**Question 13**

**Q13**

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

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

  
**Yes**

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**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?**



**Measured**

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

**Guidance Notes**

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

**Question 16**

**Q16**

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



**No**

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

**Guidance Notes**

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

**Question 17**

**Q17**

**Is a surface water drainage charge payable?**

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



**Yes**

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**Guidance Notes**

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

---

**Question 18**

**Q18**

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

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



**See Details**

"BOUNDARY BOX IN FOOTPATH".

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

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

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

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

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

---

**Question 19**

**Q19**

**Who bills the property for sewerage services?**

The property is billed for sewerage services by:

  
**See Details**

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

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

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

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

**Question 20**

**Q20**

**Who bills the property for water services?**

The property is billed for water services by:

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

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

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

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



**See Details**

**Question 21**

**Q21**

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

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



**No**

**Guidance Notes**

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

**Question 22**

**Q22**

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

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

✓  
**No**

**Guidance Notes**

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

**Question 23**

**Q23**

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

  
**Pass**

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

**Guidance Notes**

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

**Question 24**

**Q24**

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

  
**N/A**

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

**Guidance Notes**

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

**Question 25**

**Q25**

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



**See Details**

The nearest sewage treatment works is 7.804 KM to the South East of the property. The name of the nearest sewage treatment works is Springbrook .

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**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.

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## Appendix 1

### Terms and Expressions in this Report

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**Water UK: Residential Drainage and Water Search Complaint Procedure**

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

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

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

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

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

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

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

A complaint will normally be dealt with fully within 20 working days 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 40 working days.

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 Property Ombudsman scheme (TPOs), contact details below. We will co-operate fully with the independent adjudicator during the consideration of a complaint by the TPOs and comply with any decision.

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

TPOs can be contacted at:  
The Property Ombudsman scheme  
Beckett House, 4 Bridge Street,  
Salisbury, Wiltshire, SP1 2LX.  
Tel: 01722 333306  
Fax: 01722 332296  
E-mail: [admin@tpos.co.uk](mailto:admin@tpos.co.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.

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