



Your Home Information pack



Mrs Ann Harston
22 Wibert Close
Birmingham
West Midlands
B29 7QT

Thank you for ordering your Home Information Pack through HIP Birmingham.

Please note that this pack has been compiled following the Home information Pack Regulations 2007, which requires that certain legal documents are included in your pack and that certain searches are made against the property.

The contents of this pack have been produced for the seller and therefore are not to be classed as exhaustive and any potential/eventual buyer should obtain independent legal advice before proceeding to exchange of contracts.

Best wishes

HIP Birmingham



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

22 Wibert Close
Birmingham
West Midlands
B29 7QT

About this form:

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

PART 1 – General – Required Documents

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

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> date on document and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
1. Index	<input checked="" type="checkbox"/>	05/10/2009
2. Property Information Questionnaire	<input checked="" type="checkbox"/>	11/09/2009
3a. Energy Performance Certificate and Recommendation Report – or:	<input checked="" type="checkbox"/>	11/09/2009
3b. Predicted Energy Assessment	<input type="checkbox"/>	
4. Sustainability Information (New Homes only)	<input type="checkbox"/>	
5. Sale statement	<input checked="" type="checkbox"/>	05/10/2009
Title information		
6. Official copy of the individual register (for registered properties only)	<input checked="" type="checkbox"/>	04/09/2009
7. Official copy of the title plan (for registered properties only)	<input checked="" type="checkbox"/>	04/09/2009
8. Certificate of official search of the index map (for unregistered properties only)	<input type="checkbox"/>	
9. Documents provided by seller to prove title (for unregistered properties only)	<input type="checkbox"/>	

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> date on document and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
10. Leases, tenancies or licences for dwellings in a sub-divided building that are being marketed as a single property and where part of the property is being sold with vacant possession	<input type="checkbox"/>	
Search reports		
11. Local land charges	<input checked="" type="checkbox"/>	14/09/2009
12. Local enquiries	<input checked="" type="checkbox"/>	14/09/2009
13. Drainage and water enquiries	<input checked="" type="checkbox"/>	07/09/2009

Part 2 – Commonhold properties – Required Documents

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

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> with date and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
3. Management rules and regulations outside the commonhold community statement	<input type="checkbox"/>	
4. Requests for payment towards commonhold assessment for the past 12 months	<input type="checkbox"/>	
5. Requests for payment towards reserve fund for the past 12 months	<input type="checkbox"/>	
6. Requests for payment towards insurance for common parts for the past 12 months (if separate to commonhold assessment or reserve fund)	<input type="checkbox"/>	
7. Name and address of managing agents and/or other manager (current and any proposed)	<input type="checkbox"/>	
8. Amendments proposed to the commonhold community statement, and other rules	<input type="checkbox"/>	
9. Summary of works affecting the commonhold (current and any proposed)	<input type="checkbox"/>	

Column 1 Home Information Pack document	Column 2 Included ☒ with date and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
10. Where the commonhold interest has not been registered at the Land Registry: the proposed commonhold community statement and an estimate of costs expected of the unit-holder in the first 12 months	<input type="checkbox"/>	

Part 3 – Leasehold properties – Required Documents

Column 1 Home Information Pack document	Column 2 Included ☒ with date and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
1. The lease, being either: <ul style="list-style-type: none"> • an “official” copy • the original lease or a true copy of it; or • an edited information document 	<input checked="" type="checkbox"/>	05/10/2009

PART 4 – Authorised Documents

Home Information Pack document	Included <input checked="" type="checkbox"/> date on document and any further information
Please list any authorised documents that have been included relevant to this property below:	
1. Welcome Letter	<input checked="" type="checkbox"/> 04/09/2009
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

INVOICE REFERENCE No.
HIP B01245

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	22 WILBERT CLOSE, SELBY PARK, B29 7QT
b. The name of the seller	EVANICE DAISY HARSTON.
c. The date the PIQ was completed	8/9/2009.
1. When was the property purchased?	[] month [DEC] year 1986
2. Is your property a listed building or contained in a listed building?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

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

4. What parking arrangements exist at your property?	Garage <input 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 checked="" type="checkbox"/> specify other :
--	---

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"/>
---	---

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"/>
---	--

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"/>
--	--

8. Have you checked the freely available flood risk data at the Environment Agency's website (http://www.environment-agency.gov.uk/subjects/flood/)? 8a. If "yes", please give details.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/>
---	---

15. Have you had replacement windows, doors, patio doors or double glazing installed in your property?

Yes

No

Don't know

15a. If "yes", please give details of changes and guarantees, if held.

Access

16. Do you have right of access through any neighbouring homes, buildings or land?

Yes

No

Don't know

16a. If "yes", please give details.

17. Does any other person have a right of access through your property?

Yes

No

Don't know

17a. If "yes", please give details.

Leasehold properties

18. Is your property a leasehold property?

Yes

No

If "yes" complete Part 2 of this questionnaire. If "no" there is no need to complete Part 2 of this questionnaire.

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

19. What is the name of the person or organisation to whom you pay -

SANCTUARY HOUSING / BETH JOHNSON

<p>19a. ground rent; and 19b. service charges (if different from (a) above)?</p>	<p>CURRENTLY - £107.95 PER MONTH.</p>
<p>20. How many years does your lease have left to run?</p>	<p>EXISTING LEASE WILL CEASE WITH SALE OF BUNGALOW & A NEW LEASE WILL BE GRANTED -</p>
<p>21. How much is your current annual ground rent?</p>	
<p>22. How much is your current annual service charge?</p>	<p>£1,295 APPROX.</p>
<p>23. How much is your current annual buildings insurance premium (if not included in the service charge)?</p>	<p>PAID BY SANCTUARY - PHONE: 0800-131 3348 164 BIRMINGHAM RD - WEST BROMWICH, WEST MIDLANDS - B70 6QG.</p>
<p>24. Are you aware of any proposed or ongoing major works to this property?</p> <p>24a. If "yes", what type of works are they and what is the expected cost relating to this property (if known)?</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/></p>
<p>25. Does the lease prevent you from -</p> <p>25a. Sub-letting?</p> <p>25b. Keeping pets?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <input checked="" type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/></p>
<p>26. Does the lease allow you to:</p> <p>26a. Use a car park or space?</p> <p>26b. Have access to a communal garden (where applicable)?</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <input checked="" type="checkbox"/></p>
<p>27. Leases often permit or prevent certain types of activity relating to the use of the property, those referred to in question (25) are examples. Are there any other conditions or restrictions in the lease which could significantly impact on a person's use of the property?</p> <p>27a. If "yes", please specify.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <input checked="" type="checkbox"/></p>

Explanatory Notes to Numbered Items

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

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



ENERGY PERFORMANCE CERTIFICATE

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

Energy Performance Certificate



22, Wibert Close

Dwelling type: Mid-terrace bungalow
 Date of assessment: 05 September 2009
 Date of certificate: 09 September 2009
 Reference number: 8900-6056-5720-8706-2113
 Total floor area: 45 m²

BIRMINGHAM
 B29 7QT

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

Energy Efficiency Rating

	Current	Potential
Very energy efficient - lower running costs		
(92 plus) A		
(81-91) B		
(69-80) C		
(55-68) D		65
(39-54) E	45	
(21-38) F		
(1-20) G		
Not energy efficient - higher running costs		
England & Wales	EU Directive 2002/91/EC	

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

Environmental Impact (CO₂) Rating

	Current	Potential
Very environmentally friendly - lower CO ₂ emissions		
(92 plus) A		
(81-91) B		
(69-80) C		
(55-68) D		
(39-54) E	43	53
(21-38) F		
(1-20) G		
Not environmentally friendly - higher CO ₂ emissions		
England & Wales	EU Directive 2002/91/EC	

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

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

	Current	Potential
Energy use	593 kWh/m ² per year	474 kWh/m ² per year
Carbon dioxide emissions	4.0 tonnes per year	3.2 tonnes per year
Lighting	£44 per year	£24 per year
Heating	£428 per year	£309 per year
Hot water	£197 per year	£105 per year

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

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



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

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

Certification mark

About this document

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

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

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

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

About the building's performance ratings

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

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

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

About the impact of buildings on the environment

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

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

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

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

Recommended measures to improve this home's energy performance

22, Wibert Close

Date of certificate: 09 September 2009
Reference number: 8900-6056-5720-8706-2113

BIRMINGHAM
B29 7QT

Summary of this home's energy performance related features

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

Element	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Cavity wall, as built, insulated (assumed)	Good	Good
Roof	Pitched, 75 mm loft insulation	Average	Average
Floor	Solid, no insulation (assumed)	—	—
Windows	Fully double glazed	Average	Average
Main heating	Electric storage heaters	Poor	Very poor
Main heating controls	Manual charge control	Poor	Poor
Secondary heating	Room heaters, electric	—	—
Hot water	Electric immersion, standard tariff	Very poor	Poor
Lighting	Low energy lighting in 20% of fixed outlets	Poor	Poor

Current Energy efficiency rating **E 45**

Current environmental impact (CO₂) rating **E 43**

Low and zero carbon energy sources

None

Recommendations

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

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvement	
		Energy efficiency	Environmental impact
1. Increase loft insulation to 270 mm	£61	E 50	E 48
2. Add additional 80 mm jacket to hot water cylinder	£14	E 52	E 49
3. Low energy lighting for all fixed outlets	£13	E 53	E 49
Sub-total	£88		
Higher cost measures			
4. Fan assisted storage heaters and dual immersion cylinder	£143	D 65	E 53
Total	£231		

Potential Energy efficiency rating D 65

Potential environmental impact (CO₂) rating E 53

Further measures to achieve even higher standards

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

5. Solar water heating	£37	C 69	D 58
6. Solar photovoltaic panels, 2.5 kWp	£177	B 84	C 72
7. Wind turbine	£12	B 86	C 73

Enhanced Energy efficiency rating B 86

Enhanced environmental impact (CO₂) rating C 73

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

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

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

Lower cost measures (typically up to £500 each)

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

1 Loft insulation

Loft insulation laid in the loft space or between roof rafters to a depth of at least 270 mm will significantly reduce heat loss through the roof; this will improve levels of comfort, reduce energy use and lower fuel bills. Insulation should not be placed below any cold water storage tank, any such tank should also be insulated on its sides and top, and there should be boarding on battens over the insulation to provide safe access between the loft hatch and the cold water tank. The insulation can be installed by professional contractors but also by a capable DIY enthusiast. Loose granules may be used instead of insulation quilt; this form of loft insulation can be blown into place and can be useful where access is difficult. The loft space must have adequate ventilation to prevent dampness; seek advice about this if unsure. Further information about loft insulation and details of local contractors can be obtained from the National Insulation Association (www.nationalinsulationassociation.org.uk).

2 Hot water cylinder insulation

Increasing the thickness of existing insulation by adding an 80 mm cylinder jacket around the hot water cylinder will help maintain the water at the required temperature; this will reduce the amount of energy used and lower fuel bills. The jacket should be fitted over the top of the existing foam insulation and over any thermostat clamped to the cylinder. Hot water pipes from the hot water cylinder should also be insulated, using pre-formed pipe insulation of up to 50 mm thickness, or to suit the space available, for as far as they can be accessed to reduce losses in summer. All these materials can be purchased from DIY stores and installed by a competent DIY enthusiast.

3 Low energy lighting

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

Higher cost measures (typically over £500 each)

4 Fan assisted storage heaters

Modern storage heaters are smaller and easier to control than the older type in the property. Ask for a quotation for new, fan-assisted heaters with automatic charge control. A dual-immersion cylinder, which can be installed at the same time, will provide cheaper hot water than the system currently installed. As installations should be in accordance with the current regulations covering electrical wiring, only a qualified electrician should carry out the installation. Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is registered with a competent persons scheme¹, and can therefore self-certify the work for Building Regulation compliance. Ask a qualified electrical heating engineer to explain the options, which might also include switching to other forms of electric heating.

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

About the further measures to achieve even higher standards

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

5 Solar water heating

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

6 Solar photovoltaic (PV) panels

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

7 Wind turbine

A wind turbine provides electricity from wind energy. This electricity is used throughout the home in the same way as the electricity purchased from an energy supplier. The British Wind Energy Association has up-to-date information on suppliers of small-scale wind systems and any grant that may be available. Planning restrictions may apply and you should check this with the local authority. Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is appropriately qualified and registered as such with a competent persons scheme¹, and can therefore self-certify the work for Building Regulation compliance. Wind turbines are not suitable for all properties. The system's effectiveness depends on local wind speeds and the presence of nearby obstructions, and a site survey should be undertaken by an accredited installer.

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

What can I do today?

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

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



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.

22 Wibert Close
Birmingham
West Midlands
B29 7QT

About this form:

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

Seller's check of this form

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

	Statement
1. Is the property a flat or a house?	<input type="checkbox"/> Flat (incl. maisonette) or <input checked="" type="checkbox"/> House (incl. bungalow)
2. If it is a flat, what type of building is it in?	<input type="checkbox"/> Purpose built block <input type="checkbox"/> Converted house or <input type="checkbox"/> Conversion of commercial premises
3. The property is (or will be):	<input type="checkbox"/> Freehold <input type="checkbox"/> Commonhold <input checked="" type="checkbox"/> Leasehold starting (or likely to start) from 29 September and with 37 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	Mrs Ann Harston

Statement	
6. The capacity of the seller	<input type="checkbox"/> The owner or owners <input checked="" 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 WM430185

Edition date 30.04.2009

- This official copy shows the entries on the register of title on 04 Sep 2009 at 16:34:21.
- 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 04 Sep 2009.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide *1-A guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Coventry Office.

A: Property Register

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

WEST MIDLANDS : BIRMINGHAM

- 1 (25.08.1989) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 22 Wibert Close, Birmingham (B29 7QT).
- 2 (25.08.1989) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 13 September 1988
Term : 60 years from 29 September 1986
Parties : (1) New Spiral Housing Association Limited
(2) Eunice Daisy Harston and Lewis Walter Davies
- 3 The rights contained in the Property Register of Title WM390914 referred to in the registered lease are rights of way over the estate road and rights in respect of drainage, water, gas and electricity supply services thereunder, rights of way over other adjacent roads and rights of drainage under adjoining land of Birmingham District Council. The covenants in the Transfer dated 21 April 1986 referred to in the registered lease relate to the construction and maintenance of Wibert Close and Woodside Road and of indemnity in respect of the covenants set out in the Charges Register.
- 4 There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 5 The landlord's title is registered.
- 6 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

B: Proprietorship Register

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

Title absolute

- 1 (25.08.1989) PROPRIETOR: EUNICE DAISY HARSTON of 22 Wibert Close, Selly Oak, Birmingham B29 7QT.

C: Charges Register

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

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

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

THE FIRST SCHEDULE

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

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

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

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

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

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

C: Charges Register continued

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

- 4 (30.04.2009) REGISTERED CHARGE dated 28 April 2009 arising under section 22 of the Health and Social Services and Social Security Adjudications Act 1983.
- 5 (30.04.2009) Proprietor: BIRMINGHAM CITY COUNCIL of Council House, Birmingham B1 1BB and of Legal Services, Ingleby House, 11-14 Cannon Street, Birmingham B2 5EN.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 17 October 1904 referred to in the Charges Register:-

"The Purchaser so as to bind himself his heirs and assigns during the periods of their respective ownerships only hereby covenants with the Vendor his heirs and assigns that the Purchaser his heirs and assigns will not at any time hereafter under any circumstances whatsoever make any bricks or tiles in or upon the land hereby conveyed or any part thereof and will not carry on upon the said land any noisy or offensive trade and will not do anything which may be or become a nuisance or damage to the adjoining owners or their tenants and will not build or permit or suffer to be built any public house liquor shop retail brewery or shop or manufactory of any kind nor any buildings other than dwellinghouses with suitable outbuildings and offices upon the said pieces of land or any part thereof and that every detached dwellinghouse which shall be erected on the said land shall cost at least four hundred pounds and that every semi-detached dwellinghouse shall cost at least three hundred and fifty pounds and that every dwellinghouse whether detached or semi-detached shall have attached to it at least one quarter of an acre of land including the site of such dwellinghouse that every dwellinghouse and building to be erected upon such parts of the said land fronting to Woodside Road aforesaid shall be built not less than twenty one feet from such road and that not more than two dwellinghouses attached together shall be built on any part of the said land And further that the Purchaser his heirs and assigns will indemnify and keep indemnified the Vendor his heirs executors and administrators and his estate against the breach or non-observance or non-performance of any of the said covenants and conditions and against all actions proceedings claims demands costs charges damages expenses and liability whatsoever for or on account of the same."

- 2 The following are details of the covenants contained in the Transfer dated 21 April 1986 referred to in the Charges Register:-

"The purchaser or their successors in title shall not at any time erect on the said land any development comprising of more than sixty (60) habitable rooms per acre."

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.

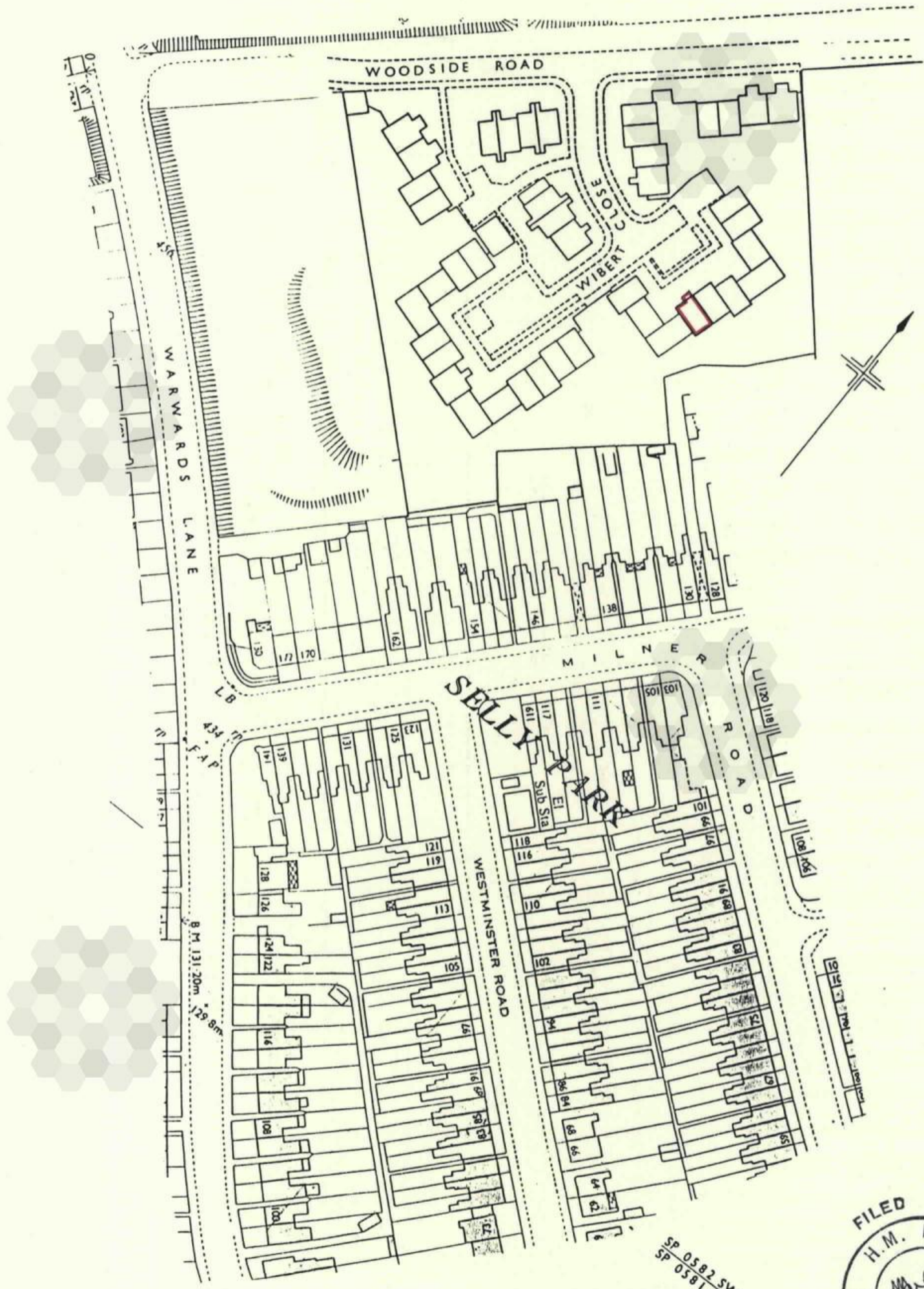
This official copy is issued on 04 September 2009 shows the state of this title plan on 04 September 2009 at 16:33:56. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. 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 .

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



H.M. LAND REGISTRY		TITLE NUMBER	
		WM430185	
ORDNANCE SURVEY PLAN REFERENCE	SP 0582	SECTION R	Scale 1/1250
COUNTY	WEST MIDLANDS	DISTRICT	BIRMINGHAM
			© Crown copyright 1987



SP 0582 SW
SP 0581 NW



Land Registry
Coventry Office



Sevenside Property Solutions Ltd
9 Whitburn Street
Bridgnorth
Shropshire
WV16 4QN



Date
2 October 2009

Your ref
5274

Our ref
WM430185/c2/E&E

Property **N/a**

Dear Sirs

Further to your recent application for an official copy unfortunately the Lease dated 13 September 1988 cannot be located so we are unable to supply the official copy requested. I apologise for the inconvenience this will cause you, however there is nothing in the register to suggest that the deed or a copy of it were retained in Land Registry and we regret that we are unable to trace a copy in our files.

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

Yours faithfully

Evelyn Muir
Ext.3364

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

DX 18900 Coventry 3

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

www.landregistry.gov.uk



SEARCHES

ENQUIRIES OF LOCAL AUTHORITY




Search prepared for: SPS	Search Number: 3005917 Your Reference: 5274
------------------------------------	--

Property: 22 WIBERT CLOSE BIRMINGHAM B29 7QT UPRN: NOT AVAILABLE	Names of those involved in the sale (this box is only completed when the replies to these enquiries are to be included in a Home Information Pack) Name of vendor: Name of estate agent: Name of HIP Provider: SPS Name of solicitor/conveyancer: Your personal data name and address - will be handled strictly in accordance with the requirements of the Data Protection Act. It is required to pass on to the relevant authority in order to carry out the necessary search.
---	---

Other roadways, footpaths and footways: NONE
--

Search prepared by and any enquiries to: The Property Search Group (PSG BIRMINGHAM) SUITE 2, BER-MAR HOUSE RUMERHILL BUSINESS EST CANNOCK WS11 0ET Tel: 01543 573 189 Fax: 01543 577 801 Email: rakeshkotecha@propertysearchgroup.co.uk

On behalf of The Property Search Group Signed:  Date: 09/09/2009
--

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

ENTRIES RELATING TO LAND AND PREMISES KNOWN AS:

22 WIBERT CLOSE
BIRMINGHAM
B29 7QT

LOCAL LAND CHARGE REGISTER ENTRIES:

1. CITY OF BIRMINGHAM SMOKE CONTROL REVOCATION (NO.1) ORDER 1987 DATED 21/09/1987 & CITY OF BIRMINGHAM SMOKE CONTROL CONSOLIDATION (NO.2) ORDER 1987 DATED 06/11/1987
EFFECTIVE 01/07/1988
REGISTERED 01/01/1988

PLANNING REGISTER ENTRIES SINCE: 01/01/1990

1. NONE

BUILDING REGULATION APPLICATIONS SINCE: 01/03/1990

1. NONE

OTHER DETAILS:

PLEASE NOTE THE FOLLOWING INFORMATION:

PLANNING APPLICATIONS RELATING TO LAND ADJOINING THE CURTILAGE OF THE ADDRESS SEARCHED DO NOT FALL WITHIN THE SCOPE OF THIS REPORT.

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

1. PLANNING AND BUILDING REGULATIONS

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

- (a) a planning permission;
- (b) a listed building consent;
- (c) a conservation area consent;
- (d) a certificate of lawfulness of existing use or development;
- (e) a certificate of lawfulness of proposed use or development;
- (f) building regulation approvals;
- (g) a building regulation completion certificate; and
- (h) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme

How can copies of the decisions be obtained?

INFORMATIVE:

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

1.2 Planning Designations & Proposals.

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

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

2. ROADS

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

- (a) highways maintainable at public expense:
- (b) subject to adoption and supported by a bond or bond waiver;
- (c) to be made up by a Local Authority who will reclaim the cost from the frontagers; or
- (d) to be adopted by a Local Authority without reclaiming the cost from the frontagers?

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

NONE SINCE 01/01/1990

NONE SINCE 01/01/1990

NONE SINCE 01/01/1990

NONE SINCE 01/01/1990

NONE SINCE 01/01/1990

1.1 (f) - (h) NONE

PLEASE CONTACT YOUR LOCAL PSG OFFICE WHO WILL OBTAIN COPIES FOR YOU.

INFORMATIVE:

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

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

THE PROPERTY HAS NO SPECIFIC DESIGNATION OR PROPOSAL

WIBERT CLOSE - YES
PUBLIC PATHS OR BYWAYS - NONE ABUTTING OR CROSSING THE PROPERTY

NONE

NONE

NONE

3. OTHER MATTERS

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

3.1 Land required for Public Purposes

Is the property included in land required for public purposes?

NO

3.2 Land to be acquired for Road Works

Is the property included in land to be acquired for roadworks?

NO

3.3 Drainage Agreements and Consents

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

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

NO

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

NO

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

3.4 Nearby Road Schemes

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

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

NO

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

NO

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

NO

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

NO

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

NO

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

NO

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

3.5 Nearby Railway Schemes

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

NONE

3.6 Traffic Schemes

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

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

3.6 (a) - (l) NONE

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

3.7 Outstanding Notices

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

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

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

3.8 Contravention of Building Regulations

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

NONE REGISTERED

3.9 Notices, Orders, Directions and Proceedings under Planning Acts

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

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

NONE REGISTERED

NONE REGISTERED

NOT APPLICABLE

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

(g) a listed building repairs notice;	NOT APPLICABLE
(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;	NOT APPLICABLE
(i) a building preservation notice;	NONE REGISTERED
(j) a direction restricting permitted development;	NONE REGISTERED
(k) an order revoking or modifying a planning permission;	NONE REGISTERED
(l) an order requiring discontinuance of use or alteration or removal of buildings or works;	NONE REGISTERED
(m) a tree preservation order; or	NONE REGISTERED
(n) proceedings to enforce a planning agreement or planning contribution?	NOT APPLICABLE

3.10 Conservation Area

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

(a) the making of the area a conservation area before 31st August 1974; or	3.10 (a) - (b) NO
(b) an unimplemented resolution to designate the area a conservation area?	

3.11 Compulsory Purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	NONE REGISTERED
---	-----------------

3.12 Contaminated Land

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

(a) a contaminated land notice:	NONE REGISTERED
(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:	NONE REGISTERED NONE REGISTERED NONE REGISTERED
(i) a decision to make an entry;	
(ii) or an entry: or	
(c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?	

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

3.13 Radon Gas

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

INFORMATIVE:

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

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

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

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

PSG and its employees have a business or personal relationship with the following involved in the sale of the property
NONE

SEARCH CODE:

Important Consumer Protection Information

This search has been produced by PSG (contact details on page 1 of this search) 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 organizations 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:

- Display the Code logo prominently on their search reports.
- Act with integrity and carry out work with due skill, care and diligence.
- At all times maintain adequate and appropriate insurance to protect consumers.
- Conduct business in an honest, fair and professional manner.
- Handle complaints speedily and fairly.
- Ensure that all search services comply with the law, registration rules and standards.
- Monitor their compliance with the Code.

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

E-mail: info@irdrs.ltd.uk

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

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

PSG Complaints procedure

If you have a complaint, we will handle it speedily and fairly. 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.
- Liaise, 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: (t) 020 7520 3800 or (e) info@irdrs.ltd.uk. We will co-operate fully with the independent adjudicator during an investigation and comply with his final decision.

Terms and Conditions

 <p>PSG is registered with the Property Codes Compliance Board as a subscriber to the Search and HIP Codes.</p>	<p>PSG Franchising Ltd (T/A The Property Search Group (PSG)) Wellington Mills 70 Plover Road Huddersfield HD3 3HR Tel: 01484 773266 Fax: 01484 489799 Email: customerservices@propertysearchgroup.co.uk Website: www.TheHIPAlliance.com</p>
	<p>Registered in England and Wales registration number: 3674092 VAT Registered Number: 721 3017 86. Registered Office: 133 Ebury Street London SW1W 9QU</p>

1. Definitions and Interpretation

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

"Charges" means our financial charges for providing the services, which will be notified to you when you submit your order.

"Confirmation of Order" means the point at which the agreement becomes binding on both parties when we confirm acceptance of your Order whether by written, facsimile or electronic means whichever occurs first.

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

"Order" means your request for us to provide the Services, which you place by completing the Order Form and sending it to us by electronic or other acceptable means.

"Order Form" means the Order Form currently published on our website.

"Property" means the property address of location, the building(s), land, fixtures and all chattels of which you require a Report.

"Report" means any report/document that you have asked us to deliver to you as detailed in the Order Form whether originated from PSG Franchising Ltd, its franchisees or associated trading partners, or whether it is a Third Party Report.

"Required Information" means all information required to submit the Order Form to us which shall enable us to provide the Services to you.

"Third Party Report" means any report or document that we procure from a third party on your behalf for the purpose of providing the Services.

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

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

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

"You/your" means the person, firm or company who instructs us to provide the Services either on their own behalf or as an agent of another person.

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

2. Your Privacy and Security

2.1 Your personal details are held on a secure database and these details are used solely for the provision of the Services. We will not pass confidential customer information to other organisations unless you (or your agent) specifically authorise PSG to do so during the ordering process.

2.2 Your Order will be retained by us in an electronic format and is available for inspection upon reasonable notice for a period of 6 years from the date of Confirmation of Order.

3. The Services

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

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

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

3.4 The Order Form will not be accepted by us unless you have confirmed that you have read and agree to be bound by these terms and conditions.

3.5 Upon receiving and accepting your Order we shall provide a Confirmation of Order. Once this is issued we shall commence work on your order. If the Order is submitted online, by post or via telephone the Confirmation of Order shall be communicated in a durable medium.

3.6 Any indication that we may give as to the time in which we will perform the Services will be a good faith estimate only. We will use all reasonable endeavours to deliver the Reports within the timescale that we have estimated. Due to variations in availability of the information required to provide the Services, delivery of Reports may be in excess of 30 days from the date of Order. By accepting these conditions you agree that in such a case that time of delivery of Reports is not of the essence and that delivery may take place as reasonably soon as is possible after the information for the Reports shall be made available to us.

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

4 Charges

4.1 Unless expressly indicated otherwise, the Charges will include VAT at the applicable rate.

4.2 Unless indicated otherwise the Charges also include all delivery and communication costs.

4.3 You shall be liable for payment for the Services at the rates notified to you prior to the Order, unless otherwise advised before the Confirmation of Order, or before the commencement of performance of the Services. All other invoices shall be paid within 30 days, except in specific cases where other Terms have been agreed in writing. We reserve the right to charge interest on outstanding sums at 1.75% monthly and to recover costs associated with the same.

5. Your Obligations

5.1 You will provide us with the Required Information by way of the Order Form. By submitting the Order Form you warrant that the information supplied by you is complete, correct and up to date, and that we may proceed to provide the Services that you have ordered.

5.2 You will notify us immediately you become aware of any inaccuracy contained within the Order whether supplied by you or any other person. We will attempt to alter the Services to reflect the new information but there will be further reasonable charges depending on the progress of the Services at that point and the nature of the changes to the information.

5.3 If ordering online you will provide an electronic mailing address. If ordering by other means or if you are not capable of communicating by email you shall communicate by first class post or facsimile machine. In all communications you will provide a return address. In providing this address you agree that communications between us and you will be through these means.

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

6. Cancellation

6.1 If your order is submitted online, by post or via telephone we shall communicate our confirmation to you through a durable medium. Once we have confirmed your Order and work has begun to provide the Services you will have no right to cancel the Order. Any monies paid shall not be recoverable once provision of the Services has commenced.

6.2 If your Order is submitted in any other acceptable manner and you wish to cancel or re-schedule an Order, you agree to give us written notice as soon as is reasonably practicable. If work on the Services has commenced there will be a reasonable charge depending on the progress of the Services at that point.

6.3 Where appropriate these Terms and Conditions constitute notice pursuant to the Consumer Protection (Distance Selling) Regulations 2000 as amended and the Electronic Commerce (EC Directive) Regulations 2002.

7 Intellectual Property Rights and Proprietorship

7.1 Any and all Intellectual Property Rights arising from performance of the Services shall vest in us and remain our property. We disclaim all proprietary rights including, without limitation, Intellectual Property Rights in Third Party Reports.

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

7.3 Title to the PSG products which are the subject of your order shall remain the property of PSG and shall not pass to you or any other third party until the Charges notified to you have been paid in full.

8 Limitation of Liability

8.1 The Property Search Group has in place Professional Indemnity Insurance of £2m in respect of each and every claim in respect of its personal search work and its work in preparing, collating and providing Home Information Packs which include its personal searches.

8.2 A Home Information Pack contains information supplied by third parties such as Solicitors, Home Inspectors, Local Authorities, Water Authorities, HM Land Registry and Domestic Energy Assessors. Not all of the third parties providing the information may have been commissioned by PSG. These third parties are required by their regulatory bodies to have appropriate Professional Indemnity Insurance or be covered by statutory compensation arrangements. PSG will of course assist you should you need to pursue any supplier of information for defects in their reports contained in the Home Information Pack. When a Home Information Pack contains a mandatory Property Information Questionnaire supplied by the property vendor, the vendor is entirely liable for its contents.

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

8.4 Access to some information is not freely available when conducting a personal search of records and data. We will supply unique indemnity insurance at no additional cost to you which will cover any liability arising from unanswered questions in personal searches up to the value of the Property which is the subject of the Report. You should note that commercial properties are limited to a maximum of £500,000 per claim. This insurance cover is provided under First Title policies 60-011-000000, 60-013-000000 and 60-14-000000. Copies of these policies are available upon request from our office address, or electronically by email. For searches contained within a HIP issued after 6th April 2009 we do not rely on these indemnity insurance policies but answer every question to the best of our ability from the available sources which may not be complete.

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

8.6 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).

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

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

8.9 In the event that the Search Report is used as part of a Home Information Pack, We acknowledge their further responsibility pursuant to Schedule 6, Part 1 of the HIPs Regulations that affords rights to certain third parties including the seller of the property to which the search pertains, a potential or actual buyer of the property in question or a mortgage lender in respect of the particular property referred to in the search to enforce the rights afforded, pursuant to Schedule 6, Part 1, paragraph 5 of the HIPs Regulations, whether such party purchased this Search Report as part of a HIP directly from us. Also, as a responsible provider of Search Reports for inclusion in HIPs, we have made provision to ensure that it is adequately insured in accordance with the requirements of the HIPs Regulations and has insurance to cover our liability pursuant to our responsibility to third parties, as set out above, including adequate insurance against our liability for financial loss suffered by various third parties including the seller, potential or actual buyers and/or the mortgage lender in respect of the particular property to which the search pertains except as described in 8.3. We confirm that we also maintain insurance run-off cover which is incorporated in the professional indemnity insurance cover we have procured to ensure that insurance cover will remain in effect in the event that we cease trading.

9. Force Majeure

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

10. Assignment

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

10.2 We may assign and/or sub-contract any contract for Services at any time by giving notice to you.

11. General

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

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

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

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

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

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

11.7 You and we agree that no third party will be afforded any rights under these Conditions to gain access to the data of either party to this agreement unless permission is granted by the parties already involved.

COMPLAINTS PROCEDURE - INFORMATION FOR CUSTOMERS

If you want to make a complaint, we will deal with it speedily and fairly. We will:

- Acknowledge a complaint within 5 working days of receipt.
- Normally deal with a complaint fully and provide a final response, in writing, within 20 working days of receipt.
- Keep you informed by letter, telephone or email, as you prefer, if we need more time.
- Provide a final response, in writing at the latest within 40 working days of receipt.
- Liaise 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 (IPCAS) and we will give you contact details (see below). We will co-operate fully with the independent adjudicator during the consideration of a complaint by the IPCAS and comply with any decision.

Complaints should be sent to the Codes Compliance Officer of the PSG Office shown at bottom left on page 1 of your Search.

In the event your complaint cannot be resolved by PSG, you may refer it to (IPCAS), who can be contacted at: IDRS Ltd 24 Angel Gate City Road London EC1V 2PT

Phone: 020 7520 3800 Fax: 020 7520 3829 E-mail: info@idrs.ltd.uk

Order Date: **Friday, 4 September 2009**
Order No: **20186887**
Customer Ref: **5274**

SPS

9 Whitburn Street
Bridgnorth
Shropshire
WV16 4QN

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

22 WIBERT CLOSE
BIRMINGHAM
B29 7QT

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 7 Sep, 2009 by Rebecca Whitt, a technician employed by Severn Trent Searches and complies with the requirements of the Regulations in relation to Drainage and Water Enquiries. In the event of any queries about the preparation of this search report, enquiries should be directed to:

enquiries@severntrentsearches.com

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

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

The address for all correspondence is:

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

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

ORDER SUMMARY

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

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

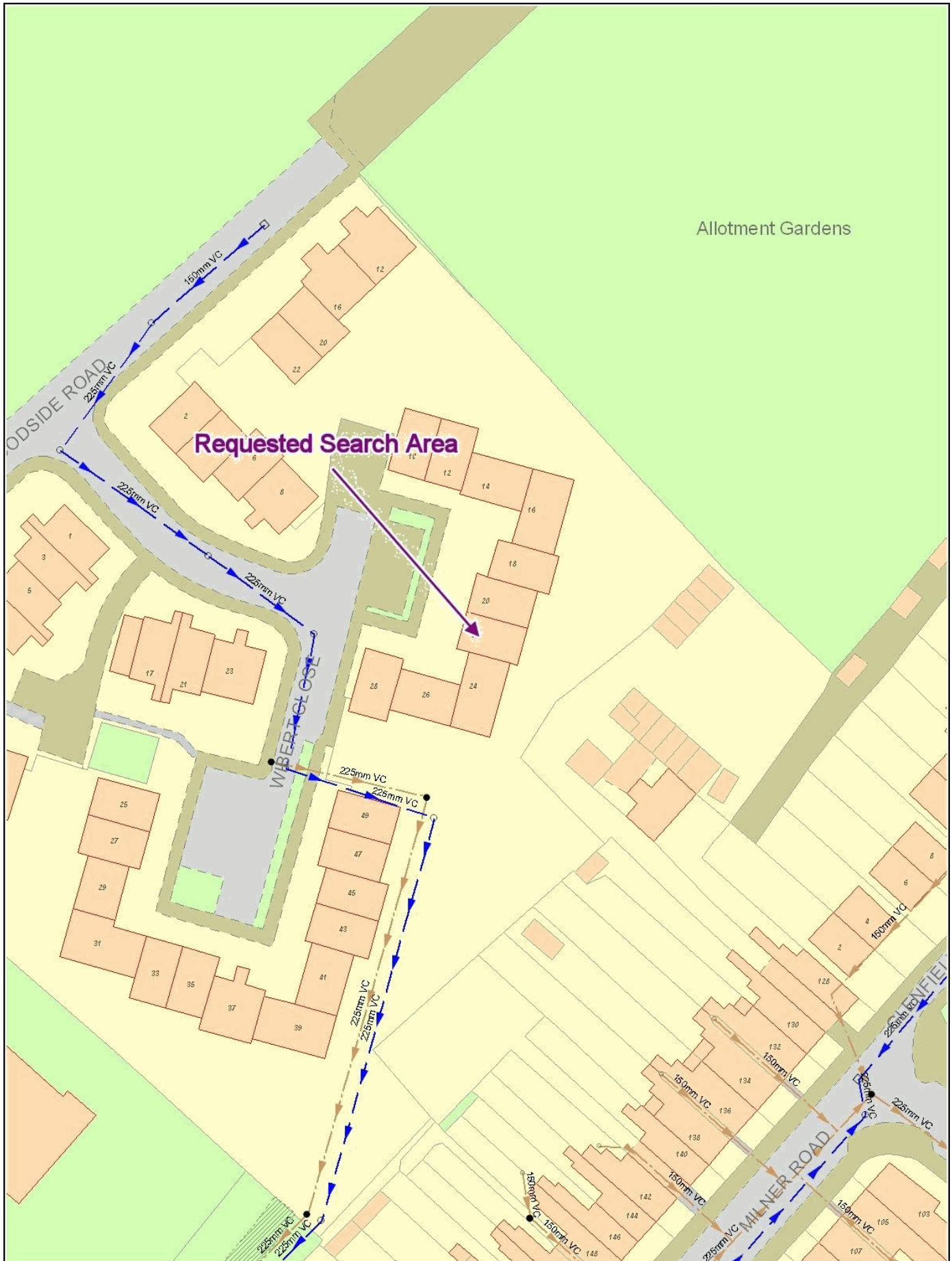
✓ This response represents the typical situation for a residential property.

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

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

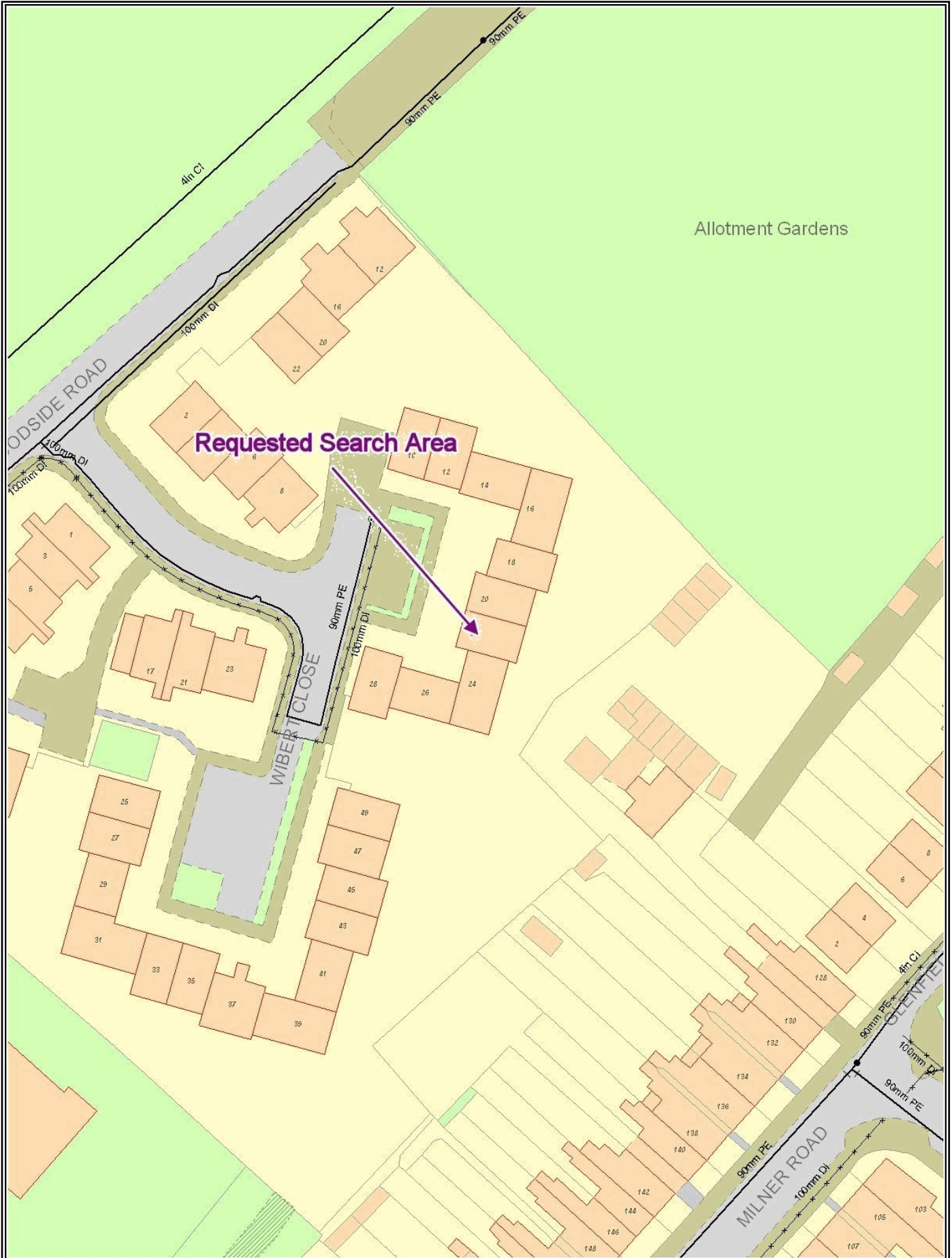
Question	Answer
3 Where relevant, please include a copy of an extract from the public sewer map.	Map Provided ✓
4 Does foul water from the property drain to a public sewer?	Yes ✓
5 Does surface water from the property drain to a public sewer?	Yes ✓
6 Are any sewers or lateral drains serving, or which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

SEWER RECORD 22 WIBERT CLOSE, BIRMINGHAM, B29 7QT



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 22 WIBERT CLOSE, BIRMINGHAM, B29 7QT



MAP KEYS

Severn Trent Sewer Record

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

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

Severn Trent Water Record

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

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

Question 3

Q3

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



Map Provided

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

Guidance Notes

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

Question 4

Q4

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



Yes

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

Guidance Notes

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

Question 5

Q5

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

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


Yes

Guidance Notes

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

Question 6

Q6

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

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


No

Guidance Notes

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

Question 7

Q7

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

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


No

Guidance Notes

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

Question 8

Q8

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



Yes

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

Guidance Notes

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

Question 9

Q9

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



No

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

Guidance Notes

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

Question 10

Q10

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



Map Provided

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

Guidance Notes

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

Question 11

Q11

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


No

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

Guidance Notes

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

Question 12

Q12

Who are the Sewerage and Water Undertakers for the area?


See Answer

The Sewerage Undertakers for the area are:

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

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

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

The Water Undertakers for the area are:

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

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

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

Question 13

Q13

Is the property connected to mains water supply?

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



Yes

Question 14

Q14

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

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



No

Guidance Notes

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

Question 15

Q15

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

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



Measured

Guidance Notes

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

Question 16

Q16

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



No

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

Guidance Notes

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

Question 17

Q17

Is a surface water drainage charge payable?



Yes

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

Guidance Notes

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

Question 18

Q18

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

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


See Details

"(TP/RSR) UNDER SINK".

(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:


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 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.


See Details

The analysis records confirmed that tests failed to meet the standards of the 2000 Regulations or the 2001 Regulations in relation to another substance or substances, and these are: A sample failed the Clostridium perfringens standard on 30/11/2008. Result = 1 per 100ml. We have been unable to establish the cause of this exceedance. All investigational resamples following this exceedance were satisfactory.

Guidance Notes

IMPORTANT - Please note the response to this question provides information about the water supply zone within which the property is situated and NOT the individual property shown above. Water companies are responsible for ensuring that the water provided is wholesome and is safe to drink. The quality of drinking water is monitored throughout the various stages of treatment and distribution. This includes source water abstractions, reservoirs and aquifers; the treatment process and finished treated water; the distribution system; and finally water at customers taps. The standards which must be complied with are some of the tightest in the world. They incorporate standards from the European Drinking Water Directive and UK Legislation (National Standards). These standards are used to monitor compliance against microbiological and chemical standards, including aesthetic standards such as colour, clarity and taste. Thousands of sample tests are carried out in a year. Sampling is carried out at randomly selected customer properties usually at the cold water tap in the kitchen. On rare occasions where a standard is not met an immediate investigation is carried out and remedial actions initiated as necessary. This includes consultation with Public Health Doctors and Environmental Health teams. The majority of these cases are minor or temporary in nature and are often associated with the condition or maintenance of the plumbing 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 7.933 KM to the West of the property. The name of the nearest sewage treatment works is Nunnington .

Guidance Notes

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

Appendix 1

Terms and Expressions in this Report

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

Water UK: Residential Drainage and Water Search Complaint Procedure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Definitions

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

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

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

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

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

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

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

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

Agreement

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

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

The Report

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

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

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

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

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

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

Liability

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

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

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

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

Copyright and Confidentiality

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

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

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

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

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

Payment

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

General

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

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

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

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

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

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

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



HIP Birmingham
Sycamore House,
54 Calthorpe Road,
Edgbaston,
Birmingham
B15 1TH

Quote Helpline: 0121 685 8126
Legal Helpline: 0800 923 0021